



STUDENT AGREEMENT 2020

9FD/9.1.

I, _____ (full names and surname), student number _____,

identity number/passport number

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the undersigned, hereby apply to / or

register at the **University of Johannesburg (UJ)**, subject to the following terms and conditions:

1. Included in the rules and regulations of UJ under this agreement

- 1.1 I hereby undertake to acquaint myself, abide by and comply with the UJ Statute, all the rules, regulations, policies and procedures of the UJ as amended from time to time.
- 1.2 **I agree that the UJ, through its normal governance bodies, may amend any rule, regulation, policy or procedure and that I shall be bound to any such amendment as soon as it may take effect.**
- 1.3 I acknowledge that the curriculum of the degree, diploma or certificate programme for which I am applying has been prescribed by Senate approved regulation.

2. Certificates and documents of entrance

- 2.1 I agree that the (UJ has the right to cancel my registration if I provide incorrect or false information or documentation on my registration form and supporting documents (including, but not limited to, the official certificate in respect of my UJ admission, any previous study record, and certificate of conduct) or if I fail to provide material information or documentation.
- 2.2 I consent that UJ may verify all information and documents I provide to it before or after my registration as a UJ student (including, but not limited to, the qualifications I claim to have obtained).
- 2.3 I agree that I will be subject to UJ's disciplinary procedures for submitting incorrect or false information or documentation to it before or after my registration as a UJ student and UJ will retain that power after I cease to be a registered UJ student.

3. Fees

- 3.1 I/we, the undersigned, hereby assume absolute responsibility for the payment of any fees that may fall due as a result of my studies and/or residence at UJ on the appointed due dates as determined by the UJ from time to time.
- 3.2 **Every signatory to this agreement hereby consents to and authorises the UJ to enquire about creditworthiness from credit bureaus and to publish any event of non-payment to credit bureaus.**
- 3.3 **I confirm that, in the event of my failure to pay any amount due by or demanded of me on the due date, all outstanding fees owing to the UJ at that point shall become due and payable in one sum with immediate effect.**
- 3.4 I agree that the nature and amount of my indebtedness to the UJ shall at any time be proven by a written certificate purporting to be signed by or on behalf of the Chief Financial Officer of UJ or his or her duly authorised representative whose authority need not be proved, acting reasonably and in good faith, and this certificate shall constitute proof of the contents thereof and of the amount of my indebtedness and the fact that such an amount is due and payable in any legal proceedings against me.
- 3.5 **In respect of students not fulfilling their financial obligations on time and/or as prescribed, the University retains the right:**
 - (a) **to exclude students from University residences;**
 - (b) **to withhold students' examination results or diplomas/degrees;**
 - (c) **to cancel students' registration after the specified dates and to hold them liable for payment of the outstanding amounts as agreed upon and signed in the special arrangement made with the UJ;**
 - (d) **not to allow students to register if the previous year's fees have not been paid in full;**
 - (e) **not to issue a certificate of conduct; and**
 - (f) **to institute legal action against students, who will be liable for all the UJ's legal costs.**

4. Residence in one of the student residences or housing units of the UJ

- If I take up residence in one of the UJ student residences or housing units for senior students, I hereby undertake to:
 - 4.1 duly complete and sign the application forms with regard to my year of entry and type of residence;
 - 4.2 make myself familiar with all the rules, regulations, policies and procedures pertaining to residence or accommodation occupancy and to comply with these regulations and abide by these rules, policies and procedures;
 - 4.3 take cognisance of the rules governing the following: temporary and/or part-time employment; the period of tenancy; the payment and forfeiture of boarding fees; the closing dates for payments; the closing dates for the cancellation of residence; damage to and restitutory damages in respect of student residences and lodgings; disturbance of the peace; the cancellation of my contract in respect of residence; and eviction by the University.
 - 4.4 I confirm that I understand that I take up residence in the housing at my own risk and that the exemption from and indemnity against liability that I provide separately in favour of the University and persons for whose conduct it is liable also apply to my stay at residence.

5. Amendment to this agreement

- 5.1 I/we acknowledge that, unless expressly changed in writing, all the terms of this agreement shall remain in force and shall stand for as long as the student is a registered student of the UJ, irrespective of whether or not the student's studies may be suspended.
- 5.2 I/we declare that no amendment or change to this agreement, including this clause, shall be valid unless it has been duly authorised in writing by either the Registrar or his/her duly authorised representative.

6. Access to information and consent to collect and process personal information

- 6.1 I, the student, herewith consent to the collection and processing of my personal information for the purposes of my academic progression, administration and support services during my term of study.
- 6.2 I/we, the parent, legal guardian or spouse of the student, hereby consent to the collection and processing of my/our personal information for any administration and governance purposes during the student's term of study.
- 6.3 I/we accept, agree and understand that UJ keeps and processes data and documents in electronic and paper format, including the data supplied by me/us during registration. The UJ may use and transfer such data and use such documents in electronic or other formats for UJ purposes. I/we hereby also consent that my personal information may be used in the following ways:
 - 6.3.1 Details relating to my academic performance, including my National Benchmark Test results, may be used in the interest of my own academic development and support, which includes communication with my parent/s, guardian and/or bursary sponsor.
 - 6.3.2 **Only applicable to final year students:** My name, address and phone number may be made available to the UJ Alumni Office and to potential employers for a possible employment opportunity or to such other persons as may be indicated if the UJ is compelled by law to adhere to the request (e.g. national learner record database as required by the Department of Higher Education).
- 6.4 I/we confirm the following:
 - 6.4.1 the information is given voluntarily and is true and correct;
 - 6.4.2 we are aware that the information might be supplied to a third party organisation or service provider;
 - 6.4.3 failure to provide the information, might lead to the suspension of the student's registration.
- 6.5 Every signatory hereby authorises and consents thereto that the UJ may collect all of the personal data supplied by them to the UJ respectively for research, statistical, credit control and publication purposes, to retain such data and to process the data for the aforesaid purposes of the UJ.
- 6.5 In general, each signatory agrees to the publication of personal information in any format to such third parties as the UJ may deem necessary or may be required to do in the conduct of its responsibilities or by law. All signatories to this agreement agree and acknowledge that my/our consent extended to the UJ to disseminate personal information is irrevocable.
- 6.6 I acknowledge that during the course and scope of my studies at UJ I may obtain personal information of others, for example when providing services to patients or clients at the health and law clinics of the University. I confirm that I will treat this personal information with the utmost confidentiality, and will not disclose this information to any third party unless required to do so in terms of law. I will furthermore comply with all the obligations and codes of conduct applicable to professionals who provide such services. My duties and obligations arising during my period of registration in this regard will continue and not end when my registration terminates for any reason.

7. Cession of intellectual property rights

- 7.1 I hereby cede and assign to the UJ any existing, future or contingent copyright or any other intellectual property right that may arise from any incomplete or completed work, including, without limitation, any paper, article, assignment, dissertation, thesis or minor-dissertation, that may in any way whatsoever have originated or originate from any study or research project I may have undertaken or have launched or may undertake or launch at the UJ, irrespective of whether such work has been or may be accepted for examination, in accordance with national legislation, the University's policy related to intellectual property and the Academic Regulations.

8. General terms

I/we, the undersigned, hereby:

- 8.1 declare that this agreement, which has been completed and duly signed, is applicable to my total period of study at the UJ but I understand that my registration is only valid for one academic year. I must renew my registration annually and when I renew my registration, I may be expected to conclude a new student agreement that may vary the terms and conditions of this Agreement ;
- 8.2 declare that all of my information supplied is true and correct;
- 8.3 declare that I fully understand what I have consented to under this agreement;
- 8.4 **confirm that I am aware that I can update and/or correct my personal information on the student portal;**
- 8.5 declare that I have acquainted myself with, and in the future will keep myself acquainted with, the contents of the University's Statute, policies, academic and financial rules and regulations pertaining to study at the UJ and published on the UJ web: <http://www.uj.ac.za>;
- 8.6 declare that, in the event of my being under age, this agreement is concluded with the consent and assistance of my parents and/or guardian;
- 8.7 declare that should it be deemed necessary by the UJ (as a result of this agreement) to institute legal proceedings against me, and should I be unsuccessful in such legal proceedings, I shall be liable for the legal costs according to the attorney and own client scale of fees;
- 8.8 accept the jurisdiction of the magistrate's court in the event of any action or claim for damages being instituted or brought against me, irrespective of the extent of the action or the measure of damages;
- 8.9 consent to an emolument attachment order if the UJ should succeed in any legal action to claim or recover any monies from me;
- 8.10 **declare that the UJ reserves the right to move students to extended degrees if their academic performance is not adequate in the first semester;**
- 8.11 **declare that, in accordance with the rules, regulations, policies and procedures of the UJ, I will give written notification to the faculty officer concerned in the event that I should decide:**
 - (a) to change my course of study or curriculum;
 - (b) to terminate my studies in part or in their entirety;

Signature of student

* (Duly assisted by his/her parent/guardian/next-of-kin, as may be required by law)

And also signed in his/her own capacity and assisting the student where necessary by [full name of parent/legal guardian/next-of-kin/spouse]:

* DETAILS OF PARENT/GUARDIAN/NEXT-OF-KIN/SPOUSE:

Surname: [Grid]

First name: [Grid]

Identity number: [Grid]

Domicilium citandi et executandi (physical address) – refer to clause 9 [Grid]

Country: [Grid] Postal/zip code: [Grid]

Country tel. code: [Grid]

Dialling code: [Grid]

Telephone number: [Grid]

Email address: [Grid]

* Signature of parent/legal guardian/next-of-kin/spouse:

- (c) not to pursue a particular programme of study in the second semester; and

that failure to do so will result in my being indebted in any amount of tuition fees that, owing to my omission, would have become payable to the UJ.

8.12 I acknowledge that I will retain credit for exemption and/or renewal of registration purposes for a module passed for a period not exceeding seven years, provided that there are no material changes to the curriculum content in this period, and provided further that there has been no change in the statutory body regulating the relevant qualification.

9. Domicilium citandi et executandi (physical address for official notices)

9.1 I/we, the undersigned, hereby appoint as our domicilium citandi et executandi (physical address) for all purposes in terms of this agreement, including the service of legal process, the address set out below.

9.2 I/we hereby elect, for the purpose of serving all process documents and any other notices pertaining to my studies or research at the UJ, the address entitled "Domicilium citandi et executandi (physical address)", as stated on this agreement form.

10. Surety/parent/guardian/next-of-kin/spouse

10.1 Each signatory (hereinafter referred to as the "surety/ies") to this agreement, other than the student, hereby bind/s myself/ourselves as surety/sureties and co-principal debtor/s jointly and severally for and with the student (the principal debtor) in solidum (together) in favour of the UJ for the payment of all debts and due fulfilment of all obligations of whatever nature and however arising which the student may now or hereafter owe to the UJ.

10.2 Each surety/parent/guardian/next-of-kin/spouse that signs this agreement consents to the collection and processing of his or her personal information for the administrative and governance purposes of the applicant to this agreement.

Date: [D D M M C C Y Y]

Date: [D D M M C C Y Y]

* Note: A student under the age of 18 must have this form signed by either of his/her parents. If a student has no parents (e.g. they are deceased), or the parents are divorced, a legal guardian is normally officially appointed. In such cases, the legal guardian must sign this form. If the student does not have a parent or a legal guardian, a responsible adult family member (next-of-kin) or other responsible adult who is prepared to make the declaration and the undertaking must sign with the student. The details of the parent/legal guardian must be listed on this form.

EXEMPTION AND INDEMNITY

Exemption and indemnity

Students under the age of 18 years old must be assisted by their parent or guardian. (This must be the same person listed as next-of-kin.)

I, the student, and (where applicable) I, the parent/guardian/next-of-kin/spouse of the student, declare and agree as follows:

1. I/we understand and acknowledge that with a view to keeping fees affordable, there is no obligation on the University of Johannesburg ("the University") to take out insurance to cover risks to which students are exposed while studying at the University and the liability of the University and persons for whose conduct it is liable will be excluded and limited as provided below.
2. Each signatory of this exemption and indemnity exempts the University and the persons for whose conduct it is liable from any liability for loss or damage arising from their conduct. This exemption from liability will not apply where any loss or damage is directly or indirectly attributable to the gross negligence of the University or any person acting for or controlled by the University. This exemption will also not apply if the liability of the University or person for whose conduct the University is liable is covered by a statutory compensation scheme (for example, the third party compensation scheme relating to motor vehicle accidents).
3. Each signatory of this exemption and indemnity hereby indemnifies and holds harmless the University and the persons for whose conduct it is liable from all claims against them arising from my/ our conduct.
4. I/we understand that for purposes of the exemption and indemnity, the expression "conduct" includes omissions.

ALL STUDENTS/PARENTS/GUARDIANS/NEXT-OF-KIN MUST SIGN BELOW

Signature of Student

(Duly assisted by his/her parent/guardian/next-of-kin, as may be required by law)

Date:

D	D	M	M	C	C	Y	Y
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And if the student is under 18 years of age, assisted by [full name of parent or legal guardian or next-of-kin]:

First name

Surname

Date:

D	D	M	M	C	C	Y	Y
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* Signature of parent/legal guardian/next-of-kin/spouse:

*** Note: A student under the age of 18 must have this form signed by either of his/her parents. If a student has no parents (e.g. they are deceased) or the parents are divorced, a legal guardian is normally officially appointed. In such cases, the legal guardian must sign this form. If the student does not have a parent or a legal guardian, a responsible adult family member (next-of-kin) or other responsible adult who is prepared to make the declaration and the undertaking must sign with the student. The details of the parent/legal guardian must be listed on this form.**

SIGNATURE: ACADEMIC APPLICATION

***Note: A student under the age of 18 must have this form signed by either of his/her parents. If a student has no parents (e.g. they are deceased) or the parents are divorced, a legal guardian is normally officially appointed. In such cases, the legal guardian must sign this form. If the student does not have a parent or a legal guardian, a responsible adult family member (next-of-kin) or other responsible adult who is prepared to make the declaration and the undertaking must sign with the student. The details of the parent/legal guardian must be listed on this form.**

NB: BOTH POINTS 1 AND 2 MUST BE COMPLETED AND SIGNED

1. I hereby declare that this information is correct

Initials and surname of student (Please print)

Signature of **applicant** (Duly assisted by his/her parent/guardian, as may be required by law)

Date

2. I hereby declare that this information is correct

Initials and surname of person liable for **payment** of fees (Please print)

Signature of person liable for **payment** of fees

Date