

## STUDENT AGREEMENT 2023

I, 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. It is my responsibility to check that my registration is correct in all respects

### 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 during my application or registration or if I fail to provide material information or documentation. The documentation concerned include (but are not limited to) supporting documents, the official certificate in respect of my UJ admission, any previous study record, and certificate of conduct.
- 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 restitutional 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.
- 6.7 I note that the Statement on Personal Information made available to me when I register at the University contains further information about my rights and UJ's rights regarding my personal information. All the provisions of the Statement on Personal Information are incorporated herein.

## 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. Processing of personal information

8.1 I/we agree that the UJ is required to process my personal information in order for me to register as a student of the UJ and for the UJ to provide me with an education and other services, and I consent to UJ processing my personal information for this purpose.

8.2 I/we understand that the UJ is bound by the provisions of the Protection of Personal Information Act, 2013 (POPIA) and that it will ensure that it complies with the provisions of POPIA, as well as its internal policies and procedures relating to personal information, when it processes my personal information.

## 9. Vaccination Policy

9.1 I confirm that I am aware of the vaccination policy (which is available on the UJ website for reference purposes). The UJ Council approved the relaxing of some of the Mandatory Vaccination Policy stipulations and Implementation Protocols. Should there be an adverse effect in the risk to our staff, students, and third parties, UJ may be required to reinstate the suspended measures.

## 10. General terms

I/we, the undersigned, hereby:

10.1 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 ;

10.2 declare that all of my information supplied is true and correct;

10.3 declare that I fully understand what I have consented to under this agreement;

10.4 confirm that I am aware that I can update and/or correct my personal information on the student portal;

10.5 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>;

10.6 declare that, in the event of my being underage, this agreement is concluded with the consent and assistance of my parents and/or guardian;

10.7 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;

10.8 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;

10.9 consent to an emolument attachment order if the UJ should succeed in any legal action to claim or recover any monies from me;

10.10 declare that the UJ reserves the right to move students to extended degrees if their academic performance is not adequate in the first semester;

10.11 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;

(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.

10.12 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.

## 11. *Domicilium citandi et executandi* (physical address for official notices)

11.1 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.

11.2 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.

## 12. Surety/parent/guardian/next-of-kin/spouse

12.1 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.

12.2 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.



## **Statement on Personal Information**

### **Legal basis**

I understand that the South African Constitution recognises my right to privacy as a fundamental right. The Protection of Personal Information Act, 2013 protects me from harm by protecting my personal information. There are also other laws with this aim. You are a public higher education institution and when you deal with me, you are performing public functions in terms of the Higher Education Act, 1997. This means that I need to give you some of my personal information when I apply to study at the University of Johannesburg and when I register as a student. You use this information to carry out your mission as a public university to provide teaching and learning, conduct research and engage with communities.

### **Aim of this statement**

This statement tells me about my rights to my personal information. It also tells me about your rights to the personal information that I give you and that you get from others. The statement deals with my rights as well as your rights when I apply for admission to an academic programme, when I register as a student and when I am no longer registered at the University.

### **What is personal information?**

Personal information is any information that can identify me as an individual. Examples of personal information are my name, personal identification number, contact information, background information, photograph, academic qualifications, details of academic performance and results from educational institutions that I attend at present or attended in the past. It may also include my National Benchmark scores.

### **The basis on which I provide you with personal information and you obtain personal information about me**

I give you my personal information with my consent. If I am under the age of 18 years, the law treats me as a minor. You then also need the consent of the person who may legally consent to actions or decisions concerning me. So I promise that I would submit my application and register as a student with such consent, if it is needed.

I give you my personal information voluntarily. I understand that you must have my personal information to process my application and to provide education to me when I register as a student. I also understand that you cannot deal with my application or provide education to me if I do not give you the personal information you need.

I also consent that you may obtain personal information that you need to consider my application and to provide education to me from others (for example, the Department of Basic Education, other educational institutions and the department of Home Affairs). When you

obtain information from others, you will need to provide them with some of my personal information. I consent and agree to this.

### **Your purposes for processing my personal information**

- You need to consider my personal information when you determine whether I meet the selection and admission requirements to study at your University.
- When I register as a student, you need my personal information to provide education to me and carry out the academic administration relating to the programme for which I register. You use electronic learning platforms to provide a range of learning options. This may include from time to time platforms like Blackboard Collaborate, Zoom, Microsoft Teams, YouTube and WhatsApp. Since it is voluntary for me to share video, audio and text on these platforms, the privacy risk for me is limited. You collect analysis data when I use these platforms to improve your services to students and in the interest of my academic progress and support.
- When I graduate, you need my personal information to keep in contact with me as an alumnus and to verify that I have obtained the qualifications or have undertaken the studies that I represent to others I have obtained from you or undertaken with you.
- You need my personal information when your records are audited and when you carry out your statutory reporting duties.

### **Right to information and access**

- I have the right that you provide me with information about my personal information that you process. This statement provides me with the information I am entitled to receive.
- I may ask you to tell me whether you have personal information about me. You have to answer me free of charge.

### **Right to object**

I may object or protest that you process my personal information. You have to do what I ask. However, that will end my application and you may then not be able to provide education to me.

### **Right to destroy, correct, delete or update**

I may ask you to destroy, correct, delete or update my personal information. I must do so by filling in Form 2 that I can find in the Regulations relating to the Protection of Personal Information, 2018. You have to do what I ask, unless the law requires you to keep the information that you have. There may also be another justifiable reason for you to keep the information. I understand that if I ask you to delete or destroy my personal information, you will no longer have the information that you need to deal with my application or to provide education to me. If this happens, it will end my application or you may not be able to provide education to me.

## **Right to complain**

I have the right to complain to the Information Regulator if I am of the view that you violate my rights regarding my personal information. The email address for lodging complaints is [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za). I can visit the website of the Information Regulator ([www.justice.gov.za/inforeg](http://www.justice.gov.za/inforeg)) for further contact details of the Information Regulator and information regarding complaints.

## **Specific instances where you share my personal information with others**

- You share my personal information when the law requires you to do so, for example for purposes of the national learner database maintained by the Department of Higher Education.
- You share my personal information when it is in the interest of my academic progress or support, for example in communication with my parents, guardians or bursary sponsors.
- You share my name and contact details with your Alumni Office and to potential employers when employment opportunities arise.

## **How long do you keep my personal information?**

You will generally retain my personal information in accordance with your archive rules. But I understand that since the aim of my studies will be to obtain a qualification from a public university that will benefit me for life, you need to retain certain of my personal information indefinitely.

## **Information Officer**

Queries regarding the above may be directed to the Director of Corporate Governance, Ms Lee-Anne Govender on [lee-anneq@uj.ac.za](mailto:lee-anneq@uj.ac.za)

## **Other instruments**

- Further to the above, I understand that my personal information is also protected in terms of section 50 of the Electronic Communications and Transactions Act, 2002 (ECT Act). In terms of section 51 of the ECT Act, I hereby provide my express written permission to you for the collection, collation, processing and/or disclosure of any of my personal information as may be required, without prejudice to other legal grounds upon which you are permitted or required to do so.
- The Student Agreement that I conclude with you when I register, contains contractual terms relating to processing of personal information.