

UNIVERSITY OF THE FREE STATE

**GENERAL REGULATIONS
(FIRST QUALIFICATIONS)**

2008

CONTENTS

Office-bearers	1
Official address	2
• Definitions of terms.....	3
• General Regulations concerning first qualifications	14
• Annexure 1: Terms and conditions of Computer use	68

OFFICE-BEARERS



Dr F.A. Sonn
Chancellor



Prof. Dr F.C.v.N. Fourie
Rector and Vice-Chancellor



Dr R.E. Moraka
Vice-Rector:
Student Services



Prof. T. Verschoor
Vice-Rector:
Academic Operations

Vacant
Vice-Rector: Academic Planning



Rev C.D. Jaftha
Chief Director:
Community Service



Prof. D.A. Viljoen
Chief Director:
Operations

OFFICIAL ADDRESS

Correspondence regarding academic matters must be addressed to:

The Registrar: Student Academic Services
The University of the Free State
P.O. Box 339
BLOEMFONTEIN
9300

Telephone: (051) 401-9111
Telefax: (051)401-3558

DEFINITION OF TERMS

In order to ensure greater clarity and uniform interpretation, the meanings of the following words that appear in the General Regulations (EM 22/11/06) are defined below:

Active participation in a module

The Hemis prescriptions describe active participation as follows:

“The nature of this evidence is left to the discretion of the institution’s external auditor, but could include any one of the following: the student has –

- (a) submitted module assignments; or
- (b) attended lectures, seminars, tutorials or practicals; or
- (c) written class tests or
- (d) raised study queries with an academic staff member; or
- (e) made use of learning centre.

What will not be acceptable as sole evidence of activity is the writing of the final examinations in a module.”

(Reg. A14(c) is formulated in this spirit!) (EM 22/11/06).

Additional modules

Additional modules are those modules taken in addition to the minimum number required for the particular qualification.

Assessment

This is the process by means of which students’ level of competence is determined and should be conducted by making use of a variety of assessment methods over a period of time and in a variety of contexts.

Assessor

The lecturer responsible for the particular module, who sets the questions and marks the examination scripts or assesses the oral and/or practical examinations.

Cancelled

A modules for which a student registered can be cancelled before a date determined in the University calendar and such module will not be reflected on the student's academic record. (EM 5/9/2005).

Continuous assessment

Continuous assessment forms part of the assessment of a module on a continuous basis by means of a variety of assessment methods.

Comprehensive dissertation

60 – 128 credits –

Comprehensive mini-dissertation OR publishable, mutually related article(s) (implies finalised research comprising literature and a study). (EM 5/9/2005) (EM 3/9/2007).

Curriculum

A curriculum consists of related modules from different disciplines that form part of the programme over the specified period in which students must achieve the stated learning outcomes.

Discipline

A specialised and demarcated field of study.

Dissertations – 130 credits

Extensive dissertation of publishable related article(s) (implied rounded off research consisting of literature and a study) (EM 3/9/2007).

Minor Dissertation – 32 - 59

A scientific document of lesser extent than a thesis or dissertation produced by a student. (EM 5/9/2005) (EM 3/9/2007).

End assessment (summative assessment)

End assessment is summative in nature and aimed at determining whether the student has achieved the required level of competence as stated in the learning outcomes. End assessment is aimed at integrating the various components of the particular module.

Examination mark

The combined mark obtained by a student for a particular examination paper or papers of a module.

Examination paper

A form of assessment consisting of a set of questions, oral and/or written, on a module(s) or part of a module that students have to respond to during an assessment opportunity.

Examination period

The period at the end of every semester, as indicated in the university calendar, during which examinations are conducted.

Examination results (EM 22/11/06)

COMPUTER CODE	DESCRIPTION
00	(No code or information must appear on the academic record.) Only -
01	Pass
71	Pass with distinction
02	Fail
03	Reassessment
11	Reassessment exam: Pass
12	Reassessment exam: Fail
08	Special exam
31	Special exam: Pass
32	Special exam: Fail
05	Merit exam
06	Merit exam: Pass
07	Merit exam: Fail
21	Recognition

68	Exemption
41	Attendance
30	Continuation: Undergraduate
40	Continuation
20	Discontinued
09	Incomplete
19	Pending
22	No credit
70	Distance learning: No exam

DEFINITIONS FOR RESULT DESCRIPTIONS

CODE	DEFINITION / APPLICATION
00	No result. Student was registered for a specific module, but has not yet participated in a first examination opportunity and there is no result available.
01	Student participated in a first or second examination opportunity and obtained a final mark of 50 % to 74 % and also obtained the subminimum for the examination mark, namely 40 % and more. The student therefore passes the module [Reg. A17 (a),(b),(c); Reg. A41 (c),(d); Reg. A65 (c),(d); Reg. A92 (c),(d); Reg. AD10 (b),(d); Reg. FP 9 (b)].
71	The student met the same requirements as for 'Pass', but a final mark of 75 % and more was obtained. The module is therefore passed with distinction [Reg. A17 (d); Reg. A41 (g); Reg. A65 (g); Reg. A92 (h); Reg. AD10 (g); Reg. FP 9 (g)].

02	A student failed to meet the pass requirements, i.e. did not obtain a final mark of 50 % or more and/or a subminimum of 40 % in the examination. The candidate fails.
03	<p>(i) A student who participated in the first examination opportunity and obtained a combined (final) mark of between 45 % and 49 %, and a subminimum of at least 30 % in the examination, qualifies for a reassessment and may participate in the second examination opportunity [Reg.A15 (d); Reg. A43 (d); Reg. A67 (d);Reg.A93 (d); Reg. AD 12 (d); Reg. FP 11 (c)].</p> <p>(ii) A student who participated in the first examination opportunity and obtained a combined (final) mark of 50 % or more, but did not obtain the subminimum of at least 40 % (in respect of pass requirements) in the examination, also qualifies for a reassessment and may participate in the second examination opportunity [Reg. A15 (e)].</p> <p>NB: If a student only participates in the second examination opportunity of a semester, he/she can only obtain a result of 'Pass' or 'Fail' and no reassessment applies in this case.</p>
11	<p>The student did not pass or fail during the first examination opportunity, but qualified for a reassessment.</p> <p>Code 11 is used to change a result of 'Reassessment' to 'Reassessment: Pass' if a student was successful during the reassessment examination.</p>
12	The same applies as in the case of Code 11, but the student was not successful during the reassessment examination, and Code 12 indicates 'Reassessment: Fail.
08	The code only applies to final-year students who, after the 1 st examination opportunity of the first and

	<p>second semester respectively passed all modules for the specific semester with the exception of <u>one</u> module that was failed. For this failed module, a special examination is granted, for which the candidate must then sit during the second examination opportunity.</p> <p>If the student failed a module during the first examination opportunity for the specific semester and qualified for a reassessment in another one or more modules, no special examination is granted for the failed module [Reg. A15 (f),(g); Reg. A43 (f),(g); Reg. A67 (f),(g); Reg. A94 (f),(g)].</p>
31	Once the special examination has been passed successfully, Code 31 is used to indicate 'Special examination: Pass'.
32	This code indicates 'Special examination: Fail'.
05	Code 05 indicates that a student is allowed to write a merit examination on the basis of a written request in terms of Regulations A31; A54; A78; A107; A126; AD23; FP21.
06	Code 06 indicates 'Merit examination: Pass
07	Code 07 indicates 'Merit examination: Fail'
21	Recognition is granted for formal learning at NQF Level 5 and higher where an equivalence of 50 % and more can be proved. Recognition is granted for the completion of a qualification and is credit-bearing. A prescribed administrative process is followed. Is handled by faculty officers.
68	Exemption is granted for any learning, no matter how it was required, at NQF Level 4 and higher where a relevance of 50 % and higher can be proved on the basis of RPL guidelines (assessed proof of prior learning). Exemption is granted for admission to and/or completion of a qualification and is credit-

	bearing. A prescribed administrative process is followed. Is handled by faculty officers.
41	In some modules an examination opportunity is not participated in formally, but by means of the Code 41, 'Attendance', it is indicated that the student attended the compulsory number of lectures as determined by the department.
30	This code is only used at the end of a calendar year in respect of M.B.,Ch.B. undergraduate programme opposite the module with regard to which the student is still engaged in study, but which he/she has not yet completed and will have to register again the next year until the study is completed.
40	This code is only used at the end of a calendar year in respect of master's mini-dissertations and dissertations and doctor's theses opposite the module with regard to which the student is still engaged in research/study, but which he/she has not yet completed and will have to register again the next year until the study is completed.
20	Code 20 indicates that a student discontinued the module by means of a written request before the first examination opportunity, as applicable to the module.
09	(i) 'Uncompleted' can be used opposite a module after the first examination opportunity per semester if the student, according to the lecturer, failed to meet the semester requirements for the module and is therefore refused admission to the examination [Reg. A14 (c); Reg. A41 (b); Reg. A65 (b); Reg. A92 (b); Reg. AD 10 (c); Reg. FP 9 (d)]. (ii) After the second examination opportunity has passed, and a student has not participated in any of the two examination opportunities and therefore did not obtain a mark for pass or fail, the result code is 'Incomplete'.

19	If a student is charged with the contravention of any of the examination rules in an examination venue, all scripts are collected as exhibits in the disciplinary procedures and may not be marked. The result is then indicated by means of Code 19 'pending' until after the results of the disciplinary hearing.
22	If the student is found guilty during the disciplinary hearing and loses the credit for the module, Code 22 indicates 'No credit' and therefore replaces the information 'Pending' on the record. If the student is found not guilty and the script must be marked, the description 'Pending' is replaced with the relevant examination code.
70	Distance learning: No exam

External assessment

External assessment refers to external examination and/or external moderation and/or external assessment of standards.

External assessor

A person who is not in the permanent employment of the University and who marks examination scripts or assesses oral and/or practical examinations.

External moderator

A person who is not in the permanent employment of the University and who ensures that the assessment is conducted in accordance with the specified learning outcomes and the required level of competence.

Final mark

The combined mark calculated on the basis of the module mark and the examination mark and rounded off to a percentage whole number.

Internal moderator

A person who is in the permanent employment of the University and who sees to it that assessment is conducted in accordance with the specified learning outcomes and at the required level of competence.

Learning outcome

A learning outcome refers to the contextually demonstrated end product of the learning process. An exit-level outcome is the learning outcome that the qualifying student must achieve at the stage of exiting the programme leading to the particular qualification. A specific learning outcome is contextually demonstrated knowledge, skills and values that support one or more critical outcomes and represent a particularisation of exit-level outcomes.

Module

A module is a coherent, self-contained learning unit designed to achieve a set of particular learning outcomes. In a modular qualification structure a module has a standard size and an assigned weighting and level in the programme. A module can fulfil a fundamental, core and elective function in a programme.

Module exemptions

Exemption will be granted for any learning, irrespective of how it was acquired, at NQF Level 4 or higher where a relevance on the basis of RPL guidelines (assessed proof of prior learning) of more than 50 % can be proved. Exemption will be granted for admission to and/or the completion of a qualification and will be credit bearing. A prescribed process will be followed. (EM 5/9/2005).

Module mark

The calculated mark, rounded off to a percentage whole number, obtained for a student's written, oral and/or practical work in a particular module and calculated in the manner set out in the module guide.

Notional learning hours

Notional learning hours imply the informed estimate of the average learning time an average student will require to achieve the minimum learning outcome(s). Such learning time includes contact time, practical work, independent and guided study and examination time. One credit is equivalent to ten notional learning hours.

Occasional student

An **occasional student** is a person who satisfies these three conditions:

- He/she satisfies the statutory requirements for entry into the formally approved qualification offered by the institution.

- He/she is, with the approval of the dean, enrolled for a modules which forms part of the curriculum of a formally approved qualification.
- He/she is not registered for an approved qualification.

These criteria imply that those following bridging or pre-tertiary modules (below NQF level 5) must not be classified as occasional students. (EM 22/11/06).

Programme

A programme is the structure within which the cumulative learning that a student is required to complete successfully to master the exit-level outcomes of a qualification is indicated. This structure consists of a related combination of modules/learning units, expressed in outcomes-based format and having an academic and or professional/career-orientated focus. Students may access the programme at different points or levels and may also exit at meaningful points or levels.

Programme Group

A programme group is grouping of different programmes with an overarching focus. A programme group is the academic particularisation of one or more strategic focuses of the UFS.

Qualification

In an outcomes-based approach a qualification refers to the certification of achieved learning outcomes of a programme, expressed as an accumulation of credits at specific levels. A qualification represents the demonstrated performance of a student in a planned and goal-directed combination of learning outcomes which are aimed at equipping students with applied competence and a foundation for further learning.

Recipients of a certificate/diploma/degree

A student who meets the minimum requirements for the particular qualification and who, after assessment, has achieved the required level of competence.

Registration

An annual contractual agreement entered into by the University and the student in terms of prescribed procedures.

Short dissertation

Less than 32 credits.

Short minor dissertation; implies finalised research comprising literature and study. (EM 5/9/2005) (EM 3/9/2007).

Statute

The Statute of the University of the Free as amended and promulgated in accordance with section 32 of the Higher Education Act, 1997 (Act No. 101 of 1997, as amended) and published, in terms of the provisions of section 33 of the said Act, with the approval of the Minister of Education.

Students

A student is a person who satisfies the following four (4) conditions:

He/she must be in possession of either a Senior Certificate with endorsement, or Certificate with endorsement, or Certificate without endorsement, or must be admitted at the Senate's discretion.

- He/she must also comply with the specific admission/selection requirements as set by the University/faculty.
- He/she must be enrolled for a module which is included in the curriculum of at least one qualification which has been formally approved by the Minister of Education.
- He/she must have been active in that module on or before the census day prescribed by the institution. (EM 22/11/06).

For the purpose of interpretation and application of a regulation, the Afrikaans and English texts are regarded as equivalent regardless of whether they are translated or original versions. The Afrikaans and English texts of a regulation must be read together in order to determine the meaning. In the case of irreconcilable conflict between the texts, preference must be given to the version that best reflects the aims of a regulation, as determined from the text of Senate minutes and other allowable sources.

(EM 11/08/2003).

Words indicating the masculine will also implies the feminine and vice versa;

Words indicating the singular will also implies the plural and vice versa.

GENERAL REGULATIONS CONCERNING FIRST BACCALAUREUS DEGREES AND CERTAIN DIPLOMAS/CERTIFICATES

Reg. A1 - Admission to the University

Persons who wish to register at this University for the first time, as well as students who interrupted their studies for a period of at least one semester, must apply for admission on the prescribed form before the date determined by the University each year.

Reg. A2 - Admission: Degree study**Students who wrote the Senior Certificate examination:**

- (a) Unless decided differently by the Senate and subject to the stipulations of any additional admission requirements as set out below under (b), (c), (d), (e) and (f), a student must, in order to be admitted to degree study, be in possession of an endorsed Senior Certificate or a certificate of conditional exemption that has been issued by the Matriculation Board.
- (b) Save for the additional requirements as contained in the faculty calendars in respect of fields of study for which students are selected, admission to degree programmes or the Career Preparation Programme (CPP) is gained in terms of the following formula (M-score) and procedures:
 - (i) Formula based on the six (6) best subjects passed in one examination sitting.

GRADE PASSED	SYMBOL					
	A	B	C	D	E	F
H.G.	8	7	6	5	4	3
S.G.	6	5	4	3	2	1

(ii) Students who achieve a score of 28 and more according to the formula are admitted directly to the degree programmes.

(iii) Students with 24 to 27 points will only be admitted to the extended programmes.

For admission to the LL.B. programme (4 years) a student must have 34 points. Prospective students with a point of 28 – 33 will only be admitted to the extended LL.B. programme (5 years).

(iv) Students with 23 or fewer points according to the formula are only admitted to the university qualifications via the Career Preparation Programme.

(c) **Admission from the Career Preparation Programme (CPP)**

1. South African Citizens

Humanities, Economic and Management Sciences and Natural and Agricultural Sciences

(i) Pass at least two 16 credit modules presented by the University.

(ii) A module mark of at least 40 percent in both disciplines at the Technical College.

OR

if a module mark of less than 40 percent was obtained in both disciplines at the Technical College, at least 40 percent must be obtained in the examination in both the disciplines at the Technical College.

(iii) Attendance figure of at least 75 percent in the Basic Module in Lifelong Learning.

Humanities and ENG191

- (i) Pass the three 16 credit modules presented by the University.
- (ii) A module mark of at least 40 percent must be obtained in N4 in Computer Practice

OR

if a module mark of less than 40 percent was obtained in N4 Computer Practice, at least 40 percent must be obtained in the examination for the discipline.

- (iii) Attendance figure of at least 75 percent in the Basic Module in Lifelong Learning.

2. Students from the SADC countries

The qualification for which the student eventually registers at the UFS shall not be presented at a local university in country of origin of the student.

(i) Students older than 23 years

Pass in at least three O-level subject (including English Language) in which at least C symbols were obtained in three of the subjects.

(ii) Students under the age of 23 years

Pass in at least four O-level subjects (including English Language) in which at least C symbols were obtained in three of the subjects.

N.B. No credits in respect of UFS academic modules that were passed in the Career Preparation Programme can be acknowledged in terms of the current Matriculation Board regulations for the group. The principle differs from South Africa students in the CPP because they do

comply with the Matriculation Board regulations (at least RSA Senior Certificate).

(b) With regard to the following qualifications, additional admission requirements apply as set out in the calendars of the faculties concerned:

(i) **Faculty of Economic and Management Sciences**
 Baccalaureus of Commerce (Information Technology)
 Baccalaureus of Commerce (All directions)
 Baccalaureus of Commerce (Financial Mathematics)
 Baccalaureus of Accounting
 Baccalaureus of Public Management (All directions)
 Baccalaureus of Commerce (Actuarial Science)
 Baccalaureus in Management Leadership

(ii) **Faculty of Humanities**
 Baccalaureus of Arts (Fine Arts)
 Baccalaureus of Arts (Music)
 Baccalaureus of Arts (Drama and Theatre Arts)
 Baccalaureus of Music
 Baccalaureus Social Sciences (Social Work)

Description of the degree/diploma/certificate	Admission Requirements
B.Ed. (Pre-school and Foundation Phase)	<ul style="list-style-type: none"> • M-score of 28 and higher. • An endorsed Senior Certificate or *Students who are in possession of an endorsed Senior Certificate or a conditional Exemption Certificate with an M-score of 24 to 27 can be admitted to the B.Ed. (Pre-school and Foundation Phase or the B.Ed. (Intermediate Phase) on condition that a development module, Life Orientation (DLO112) of 8 credits be taken as an additional requirement for the first semester of the fourth year.
B.Ed. (Intermediate Phase)	

B.Ed. (Further Education and Training)	<ul style="list-style-type: none"> • M-score of 28 and higher plus An Endorsed Senior Certificate or a Conditional Exemption Certificate.
B.Ed. (Further Education and Training Phase – 5 (five) year curriculum)	<ul style="list-style-type: none"> • M-score of 24 – 27 with an endorsed Senior Certificate or a Conditional Exemption Certificate. • Applicants with a M-score of less than 24 – 27 will be referred to the Career Preparation Programme. Important: This students will <u>not be</u> allowed to change to the B.Ed. four year curriculum at any stage.

If the following modules are presented for the B.Ed. degree the student must meet the Additional Admission Requirements as set out by the disciplines concerned.

Fine Arts
 Music
 Fine Arts
 Mathematics
 Physics
 Chemistry
 Botany
 Zoology
 Computer Science and Information
 Accounting
 Business Management
 Sesotho (Mother Tongue)

- (iii) **Faculty of Natural and Agricultural Sciences**
Baccalaureus in Consumer Science
Baccalaureus of Science (Information Technology)
Baccalaureus of Science
Baccalaureus of Science (Construction Management)
Baccalaureus of Science (Quantity Surveying)
Baccalaureus of Science in Home Economics
Baccalaureus of Architecture Studiorum
Baccalaureus in Consumer Science
Baccalaureus of Science in Actuarial Science
Baccalaureus of Science in Agriculture
Baccalaureus of Agriculture

- (vi) **Faculty of Health Sciences**
Baccalaureus of Medicine and Bachelor of Surgery
Baccalaureus of Science in Physiotherapy
Baccalaureus of Science in Dietetics
Baccalaureus of Occupational Therapy
Baccalaureus of Social Science in Nursing
Baccalaureus in Medical Science (Radiation Science)
Baccalaureus in Optometry

- (c) Students registering for the following modules must meet the minimum matriculation requirements described below unless the head of the department concerned decides differently.

- (i) Accounting Standard Grade:
Fin 108

- (ii) Mathematics Higher Grade - a D (50 percent) or Standard Grade - an A (80 percent).

WTW 114
WKS 114

Mathematics Standard Grade - an F:

WTW134
BMT124

Additional: Physical Science SG (E) or Biology HG (D) or SG (C)

- (iv) Mathematics Standard Grade SG(C):

:

EKN114	EKN124
EKN214	EKN224
EKN314	EKN324
OBS224	
OBS364	

- (d) In addition to the above-mentioned admission requirements, students are also subject to selection in the case of the specific degree qualifications listed below as stipulated by the faculty regulations concerned.

(i) Faculty of Natural and Agricultural Sciences

Baccalaureus of Science in Quantity Surveying
Baccalaureus of Science (Construction Management)
Baccalaureus of Architecture Studorium
Baccalaureus in Land and Property Development
Management

(ii) Faculty of Health Sciences

Baccalaureus of Medicine and Bachelor of Surgery
Baccalaureus of Science in Physiotherapy
Baccalaureus of Occupational Therapy
Baccalaureus of Science in Dietetics
Baccalaureus of Social Science in Nursing
Baccalaureus in Medical Science (Radiation Science)
Baccalaureus in Optometry

(iii) Faculty of Humanities

Baccalaureus of Arts (Fine Arts)
Baccalaureus of Arts (Music)
Baccalaureus of Arts (Drama and Theatre Arts)
Baccalaureus of Music
Baccalaureus of Social Sciences (Social Work) –
Selected for second year of study

T2 - Clarifying Information

- (a) **Conditional exemption on the basis of foreign qualifications**
Details in this respect can be obtained from the Matriculation Board, P.O. Box 3854, Pretoria 0001.
- (b) **Full exemption granted on the basis of qualifications obtained after grade 12** The Matriculation Board decided that certificates of exemption can be issued on the basis of qualifications obtained after Grade 12. If the conditions are met, official application must be made by the University. Details regarding the application can be obtained from the Registrar: Student Academic Services.
- (c) In respect of the normal conditioned exemption and conditional exemption on the grounds of the age of 23, the principles as formulated in Reg. A2(b) to (f) apply.
- (d) Students who still have to sit for re-examinations pertaining to the matriculation examination or who have applied for remarking with a view to meeting the necessary admission requirements, are not admitted to the University conditionally.

The senior certificate in the candidate's possession will determine the status of admission to specific fields of study, not the possible positive results of remarked scripts or re-examinations.

- (e) In calculating the M-score a grade 12 subject (irrespective of it being on higher or standard grade) that produces the highest M-score, is taken into account when determining the six (6) best subjects.

PLEASE NOTE:

The University does not accept responsibility for the decision regarding whether the candidate qualifies for matriculation exemption or any form of conditional exemption. Confirmation that the prescribed requirements have been met may be obtained from the departments concerned or from the Matriculation Board, P.O. Box 3854, Pretoria, 0001.

Reg. A3 - Admission: Diploma and certificate study

- (a) In order to be admitted to the diploma and certificate study programmes listed below a student must have at least a Senior certificate.
- (b) In terms of the formula (M-score) given below, and procedures, the University determines whether a student is to be admitted directly to diploma programmes or via the Career Preparation Programme (CPP).
- (i) Formula based on the six (6) best subjects passed in one examination sitting.

GRADE PASSED	SYMBOL					
	A	B	C	D	E	F
H.G.	8	7	6	5	4	3
S.G.	6	5	4	3	2	1

- (ii) Students who achieve a score of 28 and more according to the formula are admitted directly to the diploma programmes.
- (iii) Students with 24 to 27 points will only be admitted to the programme on the recommendation of the Dean.
- (iv) Students with 23 or fewer points according to the formula are only admitted to the university qualifications via the Career Preparation Programme.
- (c) With regard to the diplomas listed below additional admission requirements apply, as set out in the calendars of the faculties concerned:
- (i) **Faculty of Humanities**
Diploma in Choral Direction
Diploma in Music
Diploma in Fine Arts

Diploma in Drama and Theatre Arts
Church Organist's Diploma
Certificate in Technical aspects of Theatre

(ii) **Faculty of Health Sciences**

Diploma in Therapeutic Radiography
Tertiary Education Diploma in Physiotherapy

(iii) **Faculty of Natural and Agricultural Sciences**

To be admitted to the diploma programmes in Agriculture,
a Senior Certificate with a m-score of at least 24 is
required.

(d) Students registering for the modules listed below must meet the
following minimum matriculation requirements unless the head of
the department concerned decides differently.

(i) Mathematics Higher Grade - a D (50 percent) or Standard
Grade - an A (80 percent):

WTW114
WKS114

(ii) Mathematics Standard Grade - an F :

WTW134
BMT124

(iii) Additional: Physical Science SG (E) or Biology HG (D) or
SG

Mathematics Standard Grade SG(C):

EKN114	EKN124
EKN214	EKN224
EKN314	EKN324
OBS224	
OBS364	

T3 - Clarifying Information

- (a) Students who still have to sit for re-examinations pertaining to the matriculation examination or who have applied for remarking with a view to meeting the admission requirements, will not be admitted to the University.
- (b) In calculating the M-score a matric subject (irrespective of it being on higher or standard grade) that produces the highest M-score, is taken in to account when determining the six (6) best subjects.

PLEASE NOTE:

The University does not accept responsibility for the decision regarding whether the candidate qualifies for matriculation exemption or any form of conditional exemption. Confirmation that the prescribed requirements have been met may be obtained from the departments concerned or from the Matriculation Board, P.O. Box 3854, Pretoria, 0001.

Reg. A4 - Admission: Occasional study and Career Preparation programme

(a) Occasional Study:

- (i) Subject to the stipulations of Regulation A8 (b) and (e), a student wishing to be admitted to occasional study, must meet the requirements set out in Regulation A3 (a) and (c).
- (ii) Students wishing to register for occasional study in modules offered by the Faculty of Health Sciences or modules specifically offered for medical students, must obtain the permission of the Dean of the Faculty Health Sciences to do so.
- (iii) Admission of persons who do not meet the admission requirements of the University and who wish to take modules for the purpose of enrichment of knowledge and not specifically for qualification purposes, must be considered by the dean. Such modules will only be considered for recognition for qualification purposes at the recommendation of the dean concerned.

A4(b) Career Preparation Programme:

Persons who do not comply with the admission requirements of the university as set out in Reg. A2, A3 and A4, may be admitted to the Career Preparation Programme.

T4 – Clarifying Information

Information regarding the Career Preparation Programme can be obtained from

Mr F.C. Marais
SHOSO
University of the Free State
P.O. Box 3435 or 339
BLOEMFONTEIN
9300
e-mail: maraisf.rd@mail.uovs.ac.za
Tel.: (051) 401-2860
Fax: (051) 4306444

Reg. A5 - Submission of documentation for the purpose of gaining admission to the University

- (a) The responsibility for ensuring that the admission requirements of the University in respect of a specific qualification/module are met, rests with the student.
- (b) Subject to the stipulations of Regulations A1, A2, A3 and A4, students who previously studied at another higher education institution, can be admitted to this University after a satisfactory certificate of conduct and study record have been received from the institution concerned.

Students who have been refused re-admission to any other higher educational institution on the ground of academic performance will not be admitted.

- (c) Each student registering at the University for the first time, must hand in an official senior certificate or statement of examination results prior to registration.

- (d) The University retains the right to cancel a student's registration at any time should it come to light that the admission requirements concerned have not been met.

Reg. A6 - Registration as a student and module changes

- (a)
 - (i) A student must register each year for both semesters during the registration period taking into consideration the module and lecture hall timetable, and previously compiled examination timetable and in the manner prescribed by the University, and pay the prescribed fees. No retro-active registration will be considered by the University (EM 19 July 2004). Whether the student will be allowed to take modules during the second semester is subject to the preconditions set out in Regulation A8 being met.
 - (ii) Students with outstanding university fees, outstanding documents in connection with conditional exemptions and without the necessary academic records and certificates of conduct of a university(s) previously attended, are registered conditionally only. Conditional registration applies only up to a certain date as determined by the University, after which the conditional registration expires. (EM 22/11/06).
- (b) Students from other higher education institutions who register at this university, or students of this university who wish to register after having interrupted their studies for a year or longer, must, subject to the stipulations of Regulation A19, comply with the regulations that apply at the time of the mentioned registration except in cases where the dean allows a deviation from the approved curriculum in terms of Reg. A8(b).
- (c)
 - (i) Should a student desire to change field of study or the composition of curriculum, the Registrar: Student Academic Services must be informed of the intention on the prescribed form during the period set aside for module changes.
 - (ii) Should a student change module(s), cognisance must be taken of the fact that it is the student's responsibility to catch up on work which has already been completed, and

that such a student will also have no right to demand any additional assistance on the part of the lecturer or any concession with regard to notes, assignments, tests, practical work and possibly assessments which may have been completed already.

- (d) Subject to the regulations of the Faculty of Health Sciences, a student only obtains academic credit in respect of modules for which was registered and which was passed.
- (e) Irrespective of any recognitions granted, a student wishing to change field of study must comply with the regulations applying during the year in which the change is made, except in cases where the dean concerned approves a deviation in terms of Regulation A8(b).
- (f) On registration the student undertakes to comply with all the rules and regulations of the University including those contained in the annexures to the General Regulations.
- (g) The responsibility for staying conversant with the regulations rests wholly with the student.
- (h) Confirmation by the University that registration has taken place does not exempt the student from meeting any precondition in respect of the qualification or module for which was registered.

T6 – Clarifying Information

Any person who is not registered as a student or a registered student who is not registered for a specific module and who writes an examination in that module, will not receive the result of that module and will have no claim to it as well.

Reg. A7 - Simultaneous registration at this and/or another higher education institution

- (a) A student enrolled at this University may only with the permission of the dean/deans be registered simultaneously for more than one first qualification, with the proviso that no recognition will be

granted for corresponding modules for the two qualifications. Compulsory modules are excluded.

- (b) Should it come to light that a student at this University is registered in conflict with the above-mentioned stipulations, the registration at this University can be cancelled.

Reg. A8 - Curriculum composition and duration of study

- (a) A student must distribute the modules for the qualification for which is registered over a period not shorter than that specified by the Senate.
- (b) A student must compile a curriculum in accordance with the preconditions listed below, the module and lecture hall timetable, and the regulations of the faculty concerned. In exceptional circumstances the dean may permit a student to change the prescribed sequence and composition of modules over the years of study, or a head of a department may make a concession to a final-year student with regard to examination timetable clashes.
- (c) With the exception of an M.B., Ch.B. student, and subject to the stipulations of Regulation A6(b) and (e), a student studying at this University must comply with the regulations applying at the date of first registration for the minimum study period for the specific qualification plus two years, except when the Dean decide otherwise. (EM 23/08/04).
- (d) Subject to the stipulations of Regulations A4, A8(b), A9, A10 and A12, a student can, in addition to the minimum number of prescribed modules of a specific curriculum, take additional modules from any faculty.
- (e) Irrespective of the preconditions for modules set out below, a student can register for a module without meeting the preconditions if the student is already in possession of a qualification, or has at least completed the third year of study for the degree M.B., Ch.B. successfully, or provided that the head of the department concerned grants permission to do so.

FACULTY OF ECONOMIC AND MANAGEMENT SCIENCES

SEQUENCE OF MODULES AND PREREQUISITES

Unless specific prerequisites are set for a module, as is the case for the subjects listed below, all modules in this Faculty are independent semester or year modules which can be taken in any sequence and without preconditions. Prerequisites for subjects which are not offered by the Faculty of Economic and Management Sciences, appear in the general regulations of the Yearbook (Part 1) and/or in the relevant Yearbooks of other Faculties.

Module	Precondition/Min. pre-Condition/Independent
BEL308	BLS208
BLS308	BLS208
BRF308	BRF214 and (FIN208 or REK204)
BRF314	BRF214 and (FIN208 or REK204)
EKN114	Grade 12 Mathematics (SG) with at least a C symbol, or WTW154, or STK114 and STK124
EKN124	Grade 12 Mathematics (SG) with at least a C symbol or WTW154, or STK114 and STK124
EKN214	EKN114, (or EBN114 and EBN124 passed with a combined average of 60%)
EKN224	EKN124, (or EBN114 and EBN124 passed with a combined average of 60%)
EKN314	EKN114 and EKN124, (or EBN114 and EBN124 passed with a combined average of 60%)
EKN324	EKN114 and EKN124, (or EBN114 and EBN124 passed with a combined average of 60%)
EKT324	EKN224 with a passing mark of at least 60%
FIN114	Grade 12 Accounting.
FIN124	FIN114 or REK114 with a passing mark of at least 60%.
FIN208	FIN114 (or REK114 with 60%) and FIN124.
FIN308	FIN208
GEB214	EKN114 and EKN124, or EBN114 and EBN 124 passed with an 60% average

GEB224	EKN114 and EKN124, or EBN114 and EBN 124 passed with an 60% average
GEB314	EKN114 and EKN124, or EBN114 and EBN 124 passed with an 60% average
GEB324	EKN114 and EKN124, or EBN114 and EBN 124 passed with an 60% average
IBS314	Access to the Internet is required
OBS234	Grade 12 Mathematics (SG) with at least a C symbol, or STK114 and STK124
OBS364	Grade 12 Mathematics (SG) with at least a C symbol, or STK114 and STK124
ODT214	FIN114 and FIN124, or REK114 and REK124
ODT224	FIN114 and FIN124, or REK114 and REK124
ODT308	ODT214 or ODT224, or ODT208
REK204	REK114 or REK124, or FIN114 or FIN124
REK308	(REK204 or FIN208) and BRF214

- Students who have passed the prerequisite module(s) with 60%
- or more, will be exempt from writing the transitional examinations.

Elucidation: The "Min." prerequisite means that a semester mark, an examination mark or a combined mark of at least 40 % must be obtained for admission to the listed module.

FACULTY OF THE HUMANITIES (NOT INCLUDING EDUCATION)

Module Code	Precondition/Min. precondition/Independent
AAM308	AAM206
ALV142	ALV132
ALV200	ALV108
ALV204	ALV104 or ALV108
ALV208	ALV108
ALV232	ALV142
ALV242	ALV232
ALV300	ALV200 or ALV208
ALV304	ALV204 or ALV208 or ALV200
ALV308	ALV208 or ALV200

BIK124	BIK114
BIK224	BIK214
BLF142	BLF132
BLF200	BLF108
BLF204	BLF104 or BLF108
BLF208	BLF108
BLF232	BLF142
BLF242	BLF232
BLF300	BLF200 or BLF208
BLF304	BLF204 or BLF208 or BLF200
BLF308	BLF208 or BLF200
EAL312	4 x 8-credit modules at ENG or ENP100 level Plus 2 x 8-credit modules at ENG or ENP200 level
EAL332	4 x 8-credit modules at ENG or ENP100 level Plus 2 x 8-credit modules at ENG or ENP200 level
EAL362	4 x 8-credit modules at ENG or ENP100 level Plus 2 x 8-credit modules at ENG or ENP200 level
ENG600/700	4 x 8-credit modules at ENG or ENP100 level
[ENG614, 601, 602, 603, 604, 605, 606, 607, 608]	Plus 4 x 8-credit modules at ENG or ENP200 level Plus 4 x 8-credit modules at ENG, ENP or EAL300 level
ENP322	4 x 8-credit modules at ENG or ENP100 level Plus 2 x 8-credit modules at ENG or ENP200 level
ENP352	4 x 8-credit modules at ENG or ENP100 level Plus 2 x 8-credit modules at ENG or ENP200 level
FGT142	FGT132
FGT200	FGT108
FGT204	FGT104 or FGT108

FGT208	FGT108
FGT232	FGT142
FGT242	FGT232
FGT300	FGT200 or FGT208
FGT304	FGT204 or FGT208 or FGT200
FGT308	FGT208 or FGT200
FLT142	FLT132
FLT200	FLT108
FLT204	FLT104 or FLT108
FLT208	FLT108
FLT232	FLT142
FLT242	FLT232
FLT300	FLT200 or FLT208
FLT304	FLT204 or FLT208 or FLT200
FLT308	FLT208 or FLT200
FRH142	FRH132
FRH200	FRH108
FRH204	FRH104 or FRH108
FRH208	FRH108
FRH232	FRH142
FRH242	FRH232
FRH300	FRH200 or FRH208
FRH304	FRH204 or FRH208 or FRH200
FRH308	FRH208 or FRH200
GBT122	GBT112
GBT212	GBT122
GBT222	GBT212
GBT312	GBT222
GBT322	GBT312
GHT142	GHT132
GHT200	GHT108
GHT204	GHT104 or GHT108
GHT208	GHT108
GHT232	GHT142
GHT242	GHT232

GHT300	GHT200 or GHT208
GHT304	GHT204 or GHT208 or GHT200
GHT308	GHT208 or GHT200
HAR142	HAR132
HAR200	HAR108
HAR204	HAR104 or HAR108
HAR208	HAR108
HAR232	HAR142
HAR242	HAR232
HAR300	HAR200 or HAR208
HAR304	HAR204 or HAR208 or HAR200
HAR308	HAR208 or HAR200
HEB204, HEB232, HEB242	HEB124
HOB142	HOB132
HOB200	HOB108
HOB204	HOB104 or HOB108
HOB208	HOB108
HOB232	HOB142
HOB242	HOB232
HOB300	HOB200 or HOB208
HOB304	HOB204 or HOB208 or HOB200
HOB308	HOB208 or HOB200
JIV222	JIV212
JIV312	JIV222
JIV322	JIV312
KBS122	KBS112
KBS212	KBS122
KBS222	KBS212
KEY142	KEY132
KEY200	KEY108
KEY204	KEY104 or KEY108
KEY208	KEY108
KEY232	KEY142
KEY242	KEY232

KEY300	KEY200 or KEY208
KEY304	KEY204 or KEY208 or KEY200
KEY308	KEY208 or KEY200
KLR142	KLR132
KLR200	KLR108
KLR204	KLR104 or KLR108
KLR208	KLR108
KLR232	KLR142
KLR242	KLR232
KLR300	KLR200 or KLR208
KLR304	KLR204 or KLR208 or KLR200
KLR308	KLR208 or KLR200
KLV142	KLV132
KLV200	KLV108
KLV204	KLV104 or KLV108
KLV208	KLV108
KLV232	KLV142
KLV242	KLV232
KLV300	KLV200 or KLV208
KLV304	KLV204 or KLV208 or KLV200
KLV308	KLV208 or KLV200
KLW142	KLW132
KLW200	KLW108
KLW204	KLW104 of KLW108
KLW208	KLW108
KLW232	KLW142
KLW242	KLW232
KLW300	KLW200 of KLW208
KLW304	KLW204 of KLW208 of KLW200
KLW308	KLW208 of KLW200
KMP222	KMP212
KMP312	KMP222
KMP322	KMP312
KNB142	KNB132
KNB200	KNB108

KNB204	KNB104 or KNB108
KNB208	KNB108
KNB232	KNB142
KNB242	KNB232
KNB300	KNB200 or KNB208
KNB304	KNB204 or KNB208 or KNB200
KNB308	KNB208 or KNB200
KRL124	KRL114
KRL214	KRL124
KRL224	KRL214
MFZ122	

32 credits from the following list of modules:

ENG112; ENG132; ENG122; ENG142; ENP122, ENF122, ENF122; ENS112; ENS122; ENS 132; ENS142; EPE114; EPE124; REN108; ENG108

AND

32 credits from the following list of modules:

ENG212, ENG232, ENG222, ENG242, ENP212, ENF212, ENF222

MFZ142	As for MFZ122
MLZ122	As for MFZ122
MLZ142	As for MFZ122
ORD200	ORD100
ORK222	ORK212
ORK312	ORK222
ORK322	ORK312
ORL142	ORL132
ORL200	ORL108
ORL204	ORL104 or ORL108
ORL208	ORL108
ORL232	ORL142
ORL242	ORL232
ORL300	ORL200 or ORL208
ORL304	ORL204 or ORL208 or ORL200
ORL308	ORL208 or ORL200
PEK142	PEK132

PEK200	PEK108
PEK204	PEK104 or PEK108
PEK208	PEK108
PEK232	PEK142
PEK242	PEK232
PEK300	PEK200 or PEK208
PEK304	PEK204 or PEK208 or PEK200
PEK308	PEK208 or PEK200
PNA322	PNA332
SAN142	SAN132
SAN200	SAN108
SAN204	SAN104 or SAN108
SAN208	SAN108
SAN232	SAN142
SAN242	SAN232
SAN300	SAN200 or SAN208
SAN304	SAN204 or SAN208 or SAN200
SAN308	SAN208 or SAN200
SFJ142	SFJ132
SFJ200	SFJ108
SFJ204	SFJ104 or SFJ108
SFJ208	SFJ108
SFJ232	SFJ142
SFJ242	SFJ232
SFJ300	SFJ200 or SFJ208
SFJ304	SFJ204 or SFJ208 or SFJ200
SFJ308	SFJ208 or SFJ200
SMS164	SMS154
SMS224	SMS214
SMS254	SMS164
SMS264	SMS254
SMS314	SMS224
TBN142	TBN132
TBN200	TBN108
TBN204	TBN104 or TBN108

TBN208	TBN108
TBN232	TBN142
TBN242	TBN232
TBN300	TBN200 or TBN208
TBN304	TBN204 or TBN208 or TBN200
TBN308	TBN208 or TBN200
TJL142	TJL132
TJL200	TJL108
TJL204	TJL104 or TJL108
TJL208	TJL108
TJL232	TJL142
TJL242	TJL232
TJL300	TJL200 or TJL208
TJL304	TJL204 or TJL208 or TJL200
TJL308	TJL208 or TJL200
TMP142	TMP132
TMP200	TMP108
TMP204	TMP104 or TMP108
TMP208	TMP108
TMP232	TMP142
TMP242	TMP232
TMP300	TMP200 or TMP208
TMP304	TMP204 or TMP208 or TMP200
TMP308	TMP208 or TMP200
TUB142	TUB132
TUB200	TUB108
TUB204	TUB104 or TUB108
TUB208	TUB108
TUB232	TUB142
TUB242	TUB232
TUB300	TUB200 or TUB208
TUB304	TUB204 or TUB208 or TUB200
TUB308	TUB208 or TUB200
VIO142	VIO132
VIO200	VIO108

VIO204	VIO104 or VIO108
VIO208	VIO108
VIO232	VIO142
VIO242	VIO232
VIO300	VIO200 or VIO208
VIO304	VIO204 or VIO208 or VIO200
VIO308	VIO208 or VIO200
XBD309	XBK205
XBK205	XBK105
XBV201, XBC201	Minimum of 4 credits from: XBB101, XBM101
XBV409, XBE409	XBD309
XDR205	XDR105
XGD309	XGK205
XGK205	XGK105
XGV409, XGE409	XGD309
XGY201, XGV201	Minimum of 4 credits from: XGY101, XGV101
XKK204	XKK104
XPA205	XPA105
XPR205	XPR105
XSC205	XSC105
XSD309	XSK205
XSK205	XSK105
XSV409, XSE409	XSD309
XSX201, XSV201	Minimum of 4 credits from: XSX101, XST101, XSR101
XTD309	XTK205
XTK205	XTK105
XTV409, XTM409	XTD309
XTY201	Minimum of 4 credits from: XTW101, XTP101

SCHOOL OF EDUCATION

Module Code	Precondition/Min. precondition/Independent
BEO122 BFO112	OBS134, OBS144, OBS234, OBS244 Four of the following modules: BYB112, BYB132, BYB122, BYB142, BYB152, BYB182 and four of the following modules: BYB212, BYB232, BYB222, BYB242, BYB252, BYB272, BYB262, BYB282
CLT122 ECT122 ELE142 GEL122	HRG114, HRG124, HRG214, HRG224 EKN114, EKN124, EKN214, EKN224 ELE132 GES112, GES132, GES122, GES142, GES212, GES232, GES222, GES242
GOF122	GWS114, GEO124, and [GEO214 or GEO234] and [GEO224 or GIS224]
GOL122 GOS122 HTG214	GES112, GES132, GES122, GES142 GWS114, GEO124 BLG114 and CEM114 and (CEM124 or CEM144)
KFA124	(AFN112, AFN132, AFN122, AFN142, AFN212, AFN232, AFN222, AFN242) or (AFN114, AFN124, AFN214, AFN224)
LOP112	32 credits from the following list of modules: MBW112, MBW132, KIN112, KIN132, MBW122, MBW142, KIN122 AND 32 credits from the following list of modules: MBW212, MBW232, KIN214, MBW224, KIN222
MAL112	64 credits from a combination of at least two of the following subjects: Agronomy, Genetics, Soil Science, Horticulture, Animal Science
MDU124	(DTS112, DTS132, DTS122, DTS142, DTS212, DTS232, DTS222, DTS242) or

MFR124	(DTS114, DTS124, DTS214, DTS224) (FRN112, FRN132, FRN122, FRN142, FRN212, FRN232, FRN222, FRN242) or FRN114, FRN124, FRN214, FRN224)
MLZ122	Engels op 100-level or (EPE114, EPE124) or (ENG114, ENG124)
MFZ122	ENS112; ENS122; ENS 132; ENS142; EPE114; EPE124; REN108; ENG108 AND 32 credits from the following list of modules: ENG212, ENG232, ENG222, ENG242, ENP212, ENF212, ENF222 OR 32 credits from the following list of modules: ENG214, ENG224, EAL214, ENP214, EAL224 RIS134, RIS144, RIS236, RIS222, RIS224 (PSY112, PSY132, PSY122, PSY142, PSY212, PSY232, PSY222, PSY242) or (PSY112, PSY152, PSY124, PSY212, PSY232, PSY224)
MRF112	REK114, REK124, BRF214, REK204
MSC112	GDD112, RLO112, GDD122, RLO122, GDD214, GDD224
REO122	(KLE112, KLE132, KLE122, KLE212) and (VDS214, VDS224) and (ITR214, ITR322)
RSO114	THK114, THK124, THK214, THK224
SDH112	TGN114, TGN124, TGN214, TGN224
TMH114	TTK114, TTK124, TTK214, TTK224
TMS114	Drama- and Theatre Arts on 200-level
TMT114	BLG114, BLG124, BLG144
TRO111	(BLG114, BLG124, BLG144) and 32 credits from the following list of modules: [(DRK214, DRK252, DRK224 and DRK262)] or 32 credits from the following list of modules: [(PLK214, PLK224 and PLK262)] or [(FFG216, FFG226)]
VL112	
VL132	

VNS112	CEM114 and (CEM124 or CEM144) as well as (FSK114 of FSK134) and (FSK124 or FSK144)
VNS132	{CEM114 and (CEM124 or CEM144) as well as (FSK114 of FSK134) and (FSK124 or FSK144)} as well as (CEM214, CEM232, CEM224, CEM242) or 32 credits from the following list of modules: (FSK214, FSK232, FSK254, FSK224, FSK242, FSK262)
VSS124	SSM112, SSM132, SSM122, SSM142, SSM212, SSM232, SSM222, SSM242
WOF112	48 credits form the following modules: WTW214, WTW236, WTW252, WTW224, WTW244, WTW262, WTW282
WOS112	(WTW114 or WIS134) and (WTW124 or WTW144)

FACULTY OF LAW

FBR214	FBR114 and FBR124
FBR224	FBR114 and FBR124
FBR314	FBR114 and FBR124
FBR324	FBR114 and FBR124

FACULTY OF NATURAL AND AGRICULTURAL SCIENCES

AGRICULTURE

Module Code	Precondition/Min. precondition/Independent
AGR314	AGR224
AGR324	AGR224
AGR424	AGR314 and AGR324
AGR444	AGR414
DTL414	DTL314
GKD314	GKD214
GKD324	GKD214
GKD414	GKD214
GKD424	GKD214
GKD434	GKD214
GKD444	GKD214
GKD461	GKD214
LEK214	LEK124
LEK224	LEK124
LEK314	LEK124
LEK324	LEK124, LEK314 or BRS111
LEK414	LEK224 or BRS111
LEK424	LEK124
LEK434	LEK124 and LEK214
LEK444	LEK124
LEK461	LEK124
LNG224	LWL194 or WTW134 or LWL116
LNG314	LNG224
LNG324	LNG314
LNG414	LNG324
LNG424	LNG414
LWR214	LWL154 or FSK134
LWR314	LWR214
LWR324	LWR214
LWR414	LWR214

LWR424	LWR214
LWR434	LWR214
LWR444	LWR214
PLT314	PLT224
PLT424	PLT224
PPG314	PPG214
PPG414	PPG214
PPG424	PPG214
PPG434	PPG214
PPG444	PPG214
VWS222	CEM114 and CEM124 or CEM114 and CEM144 or LWL134 and LWL144
VWS232	CEM114 and CEM124 or CEM114 and CEM144 or LWL134 and LWL144
VWS314	VWS212 or VKD224
VWS324	VWS212
VWS334	VWS212
VWS344	VWS212 and MKB212 or MCB212 and MCB232
VWS414	VWS324
VWS424	VWS314
VWS434	VWS314 and VWS324 and VWS224
VWS444	VWS314 or VKD224
WDK314	WDK224
WDK414	WDK224 or WDK314
WDK434	WDK224 or WDK314
WDK424	WDK224 or WDK314
WDK444	WDK224 or WDK314

BUILDING SCIENCES

ATS724	BRT714
BKF404	BKF204
BOE404	BOE204
BOW206	ONW100, BOW106, OGT104, TAR106
BOW306	ONW200, BOW206, OGT204, TAR204,
BOW502	BOW406, ONW400
BOW704	BOW 608, ONW600, OGT604, TAR604
CFN404	COE204
COE404	COE204
CSC404	CSC204
DQF404	DQF204

END304	END104
END404	END204
EWP404	END304
GAD304	GAD104
GAD404	GAD204
GCP722	BCP712
GSP722	BSP712
GTR724	BTR714
KOF404	BOE204
KWE404	KWE204
OGT204	ONW100, BOW106, OGT104, TAR106
OGT304	ONW200, BOW206, OGT204, TAR204
ONW200	ONW100, BOW106, OGT104, TAR106
ONW300	ONW200, BOW206, OGT204, TAR204
PDE404	PDE204
POB404	POB204
PQM404	PQM204
RIS606	WTW224
RIS706	WTW224
SKR500	ONW400, BOW406, OGT404, TAR404,
SKR791	ONW600, BOW608, OGT604, TAR604,
TAR206	ONW100, BOW106, OGT104, TAR106
TAR304	ONW200, BOW206, OGT204, TAR204
TAR512	OGT404, TAR404, ONW400
TAR714	OGT604, TAR604, ONW600, BOW608
TSP726	ISR712

NATURAL SCIENCES

ANA216	BLG114 and BLG144
ANA226	ANA216
ANA326	ANA216 and ANA226
ATW216	(WKS114 and WKS124) or (STK114 and STK124)
ATW226	ATW216
ATW246	60% in ATW216
ATW318	ATW226 or ATW246
ATW328	ATW318
BLG124	Min. (BLG114)
BLG144	BLG114
BMT334	STK216 and STK226
BMT344	BMT334

BOC212	BLG114 and (CEM124 or 65% pass in CEM144)
BOC262	BOC252 and (CEM124 or 65% pass in CEM144)
BOC252	CEM124 or 65% pass in CEM144
BOC224	BOC212 and BOC252
BOC314	GEN272
BOC334	BOC212
BOC324	BOC212
BOC344	BOC212
BOC364	BOC334 and GEN334
BTG324	MKB314
CEM124	CEM114 or CEM104 or CHE104
CEM144	CEM114 or CEM104 or CHE104
CEM214	(CEM114 or CEM104 or CHE104) and (CEM124 or CEM194 or CHE194 or 60% pass CEM144) and (WTW114 or WTW134)
CEM224	CEM124 or CEM194 or CHE194 or 60% pass CEM144
CEM232	(CEM114 or CEM104 or CHE104) and (CEM124 or CEM194 or CHE194 or 60% pass CEM144) and (WTW114 or WTW134)
CEM242	CEM232 and CEM214
CEM314	(CEM232 and CEM214 and CEM242) and (WTW124 or WTW144)
CEM324	CEM314
CEM334	(CEM232 and CEM214) and (WTW124 or WTW144)
CEM344	CEM224
DRK214	BLG114 and BLG144
DRK252	BLG114 and BLG144
DRK262	BLG114 and BLG144
DRK224	BLG114 and BLG144
DRK314	BLG114 and BLG144
DRK324	BLG114 and BLG144
DRK334	BLG114 and BLG144
DRK344	BLG114 and BLG144
ENT252	(With ENT214)
ENT214	BLG114 and (BLG124 and/or BLG144) with ENT252
ENT262	(With ENT224)
ENT224	BLG114 and (BLG124 and/or BLG144) with ENT262

ENT314	ENT252 and ENT214
ENT324	ENT262 and ENT224
ENT334	ENT252 and ENT214
ENT344	ENT262 and ENT224
FFG216	BLG114 and CEM114 and (CEM124 or CEM144)
FFG226	FFG216
FFG316	FGG216 and FGG226
FFG326	FFG216 and FFG226 and FFG316
FFG342	FFG216 and FFG226 and FFG316
FSK114	With (WTW114 or WTW134)
FSK124	Min. (FSK114 or FSK134) and Min. (WTW114 or WTW134)
FSK214	(FSK114 or FSK134) and (FSK124 or FSK144) and (WTW114 or WTW134)
FSK224	(FSK114 or FSK134) and (FSK124 or FSK144)
FSK232	(With FSK214)
FSK242	(FSK114 or FSK134) and (FSK124 or FSK144) and (WTW114 or WTW134)
FSK314	(FSK214 or FSK216) or CEM214 and (WTW114 or WTW134)
FSK324	FSK314 or FSK316
FSK332	(FSK114 or FSK134) and (FSK124 or FSK144) and (WTW114 or WTW134)
FSK342	FSK332
FSK352	FSK232
FSK362	FSK232
GEN272	BLG114
GEN214	This module may only be presented simultaneously with GEN272 or after GEN272 has been passed
GEN224	BLG114
GEN282	This module may only be presented simultaneously with GEN224 or after GEN224 has been passed
GEN314	GEN272 and GEN214
GEN334	GEN214 and GEN224
GEN324	GEN214 and GEN224
GEN344	GEN214 and GEN224
GEO224	GWS114
GEO234	GWS114
GEO334	GEO234
GEO324	GEO224
GIS324	GIS224

GLG124	Min. (GWS114)
GLG202	GLG124
GLG212	Min. (CEM114) and GLG124, (with GLG214)
GLG214	Min. (CEM114) and GLG124
GLG222	GWS114, (with GLG224)
GLG224	GWS114
GLG232	GLG124
GLG242	GWS114, (with GLG244)
GLG244	GWS114
GLG252	GLG124
GLG314	GLG214 and GLG212
GLG324	GLG224 and GLG222
GLG334	GLG124, GLG252 and (GLG224 and GLG222)
GLG344	GLG214 and GLG212 and GLG314 and GLG354 and GLG374
GLG354	GWS114 and CEM114 and GLG214
GLG364	GWS114 and CEM114 and GLG214
GLG374	GWS114 and CEM114 and GLG214
GLG384	CEM114 and GLG214
HTG214	BLG114 and CEM114 and (CEM124 or CEM144)
HTG224	HTG214
HTG304	HTG214 and HTG224
KLE412	KLE112 and KLE132
KLE444	KLE112 and KLE132
MBG216	BLG114 (With BOC212+BOC252+GEN272+GEN214)
MBG226	MBG216
MKB214	BLG114
MKB222	MKB252
MKB224	MKB214 and MKB252
MKB252	BLG114
MKB314	MKB214 and MKB252
MKB334	MKB224
MKB324	BOC224 and MKB252 and MKB214
MKB344	MKB214
MKM314	MKB214 and MKB252 and MKB222 and MKB224 and (With MKM334)
MKM324	MKM314 and MKM334 and (With MKM344)
MKM334	MKB214 and MKB252 and MKB222 and MKB224 and (With MKM314)
MKM344	MKM314 and MKM334 and (With MKM324)

PLK212	Min. (BLG124) or LWL114
PLK262	Min. (BLG124) or LWL114
PLK214	Min. (BLG124) or LWL114
PLK224	Min. (BLG124) or LWL114
PLK314	BLG124 or LWL114
PLK324	BLG124 or LWL114
PLK334	BLG124 or LWL114
PLK344	BLG124 or LWL114
PNA322	PNA332
RIS114	(With BRS111)
RIS134	(With BRS111)
RIS121	BRS111 or BAS111 or RKG131 or RKG141
RIS124	RIS114
RIS144	RIS134
RIS216	RIS124
RIS222	RIS124 or RIS144
RIS224	RIS216 or RIS236
RIS236	RIS144
RIS244	BRS111 or BAS111 or RKG131 or RKG141
RIS254	BRS111 or BAS111 or RKG131 or RKG141
RIS314	RIS224
RIS324	RIS224
RIS334	RIS222 and (RIS216 or RIS236)
RIS344	RIS222 and (RIS216 or RIS236)
SDH112	KLE112 and KLE132 or KLE122 and VDS214 or VDS224 and ITR214
SDH122	SDH112
SDH132	KLE112 and KLE132 or KLE122 and VDS214 or VDS224 and ITR214
SDH142	SDH132
STK216	STK124 or BMT124
STK226	STK216
STK316	(STK114 or WTW134) and (STK124 or BMT124)
STK326	STK316
VBW414	(KLE112 and KLE132) or (VDS214 and VDS224)
VBW424	TSK324
WDK314	WDK224
WDK414	WDK224 or WDK314
WDK434	WDK224 or WDK314
WDK424	WDK224 or WDK314
WDK444	WDK224 or WDK314

WKS114	Graad 12 Mathematics (HG) D
WKS124	WKS114 and WTW114
WKS216	WKS114 and WKS124
WKS226	(WTW114 or WTW134) and WTW124 and WKS216
WKS314	WKS216 and WKS226
WKS324	WKS216 and WKS226
WKS334	WKS216 and WKS226
WKS344	WKS216 and WKS226
WTW114	Grade 12 Mathematics (HG) D or WTW164
WTW134	Grade 12 Mathematics (HG) E or (SG) C or WTW164
WTW124	Min. (WTW114)
WTW144	Min. (WTW114) or WTW134
WTW164	Grade 12 Mathematics or WTW154
WTW214	[WTW114 and Min. (WTW124)]
WTW236	Min. (WTW114) or WTW134
WTW252	Min. (WTW124) or WTW144
WTW224	WTW124
WTW244	WTW124 or WTW144
WTW262	WTW114
WTW282	WTW124 and (With WTW224)
WTW314	WTW124 and WTW214 and Min. (WTW262)
WTW334	WTW124
WTW354	WTW124 and Min. (WTW262)
WTW374	WTW124 and WTW252
WTW324	WTW214 and Min. (WTW262)
WTW344	Min. (WTW224)
WTW364	WTW252 and Min. (WTW214)
WTW384	WTW244

NATURAL SCIENCES - POSTGRADUATE

Honours Degree in the subject Prerequisite/Requirement

Behavioural Genetics	Genetics and/or Psychology at third year level.
Biochemistry	Biochemistry at third year level.
Biotechnology	Biotechnology or Biochemistry or Microbiology at third year level or else in consultation with the Departmental Chairperson.
Botany	Botany at third year level.

Chemistry	(WTW114 or WTW134) + (WTW124 or WTW144). An average pass mark of 60% in (CEM314 + CEM334 + CEM324 + CEM344).
Computer Information Systems	Computer Information Systems at third year level.
Entomology	Entomology at third year level.
Food Science	Food Science at third year level.
Genetics	Genetics at third year level or an equivalent module.
Geology	Geology at third year level, at least 64 credits. Average 60%.
Geography	Geography at third year level or equivalent Geography III at another university. 64 credits. Average of 60%.
Geohydrology	A degree in Engineering or a B.Sc. or a B.Sc. (Agric.) degree.
Grassland Science	Grassland Science at third year level.
Home Economics	B.Sc. Home Ec., B. Consumer Science or an equivalent qualification.
Limnology	A B.Sc. or B.Sc.Agric. degree with at least one of the following as major: Biochemistry, Chemistry, Zoology, Entomology, Physics, Soil Science, Microbiology, Botany, Mathematics.
Mathematics and Applied Mathematics	Mathematics and Applied Mathematics at third year level or equivalent modules.
Mathematical Statistics	Mathematical Statistics at third year level.
Microbiology	Microbiology at third year level.
Physics	An average pass mark of 60% in (FSK314 + FSK332 + FSK352 + FSK324 + FSK342 + FSK362).
Plant Health	Plant Health or equivalent modules at third year level.
Plant Molecular Biology	Appropriate Botany or equivalent modules at third year level in consultation with the Departmental Chairperson.
Soil Science	Soil Science at third year level.
Statistics	Statistics at third year level.
Wildlife	Grassland Science at third year level or equivalent modules in consultation with the Departmental Chairperson.

FACULTY OF HEALTH SCIENCES

SCHOOL FOR ALLIED HEALTH SCIENCES**Department Dietetics**

GVD312	Min.(VDG224)
GVD324	Min.(GVD312)
KVD314, 312	Min.(VDG224) and Min.(FFH214 and FFH224)
KVD324	Min.(VDG224) and Min.(FFH214 and FFG224)
NVD312	Min.(VDG224) and Min.(FFH214 and FFH224)
NVD322	Min.(NVD312)
VDG224	Min.(VDG124 and VDG214)
VGM314	Min.(VDG224) and Min.(VDS224) and Min.(MCB212, MCB232)
VGM324	Min.(VGM332) and OBS114, OBS124

SCHOOL OF MEDICINE**Department Basic Medical Science**

ANA214	Min.(BLG114) and Min.(BLG144)
ANA224	Min.(ANA214)
ANA232	(With ANA214)
ANA242	Min.(ANA232) and (With ANA224)
ANA324	Min.(BLG114) and Min.(BLG144)
FFG216	Min.(BLG114) and Min.(CEM114 or CEM124)
FFG226	Min.(BLG114) and Min.(CEM114 or CEM124)
FFG316	Min.(BLG114) and Min.(CEM114 or CEM124)
FFG326	FFG216 and FFG226 and Min.(FFG316)
FFG332	None
FFG342	FFG216 and FFG226 and Min.(FFG316)
HTG214	Min.(BLG114) and Min.(CEM114 or CEM124)
HTG224	Min.(HTG214)
HTG322	Min.(HTG312)
MBG314	BOC212 and BOC252 and BOC224 and BOC262 and GEN212 and GEN232 and GEN252 and GEN222 and GEN224

MBG324	MBG314 and BOC314 and BOC334
MKM314	MKB214 and MKB252 and MKB222 and MKB224 and (With MKM334)
MKM324	MKM314 and MKM334 and (With MKM344)
MKM334	MKB214 and MKB252 and MKB222 and MKB224 and (With MKM314)
MKM344	MKM314 and MKM334 and (With MKM324)

FACULTY OF TEOLOGY

Module Code	Precondition/Min. precondition/Independent
BYB332	HEB124 and doing Hebrew on 200 level
BYB324	GRK124 and doing Greek on 200-level
BYB414	HEB204 or (HEB232 and 242) and take the modules in Hebrew not yet acquired
BYB424	Two of the following four modules: GRK212, GRK222, GRK232, GRK242 and take the modules in Greek not yet acquired
OET654	HEB204 or (HEB232 and 242)
NET664	Two of the following four modules: GRK212, GRK222, GRK232, GRK242
EGR208	EGR108
EHB208	EHB108
GRK124	GRK114 or EGR108
GRK212	GRK124
GRK232	GRK124
GRK222	GRK124
GRK242	GRK124
HEB124	HEB114 or EHB108
HEB204	HEB124 or EHB208
HEB232	HEB124 or EHB208
HEB242	HEB124 or EHB208
HEB312	HEB204 or HEB232/242
HEB332	HEB204 or HEB232/242
HEB322	HEB204 or HEB232/242

HEB342

HEB204 or HEB232/242

T8 – Clarifying information

- (a) For the enforcement of Regulation of A8(b) the relevance of the modules should be taken into account together with the Module and Time Table. (EM 31/07/2006)
- (b) For the application of Regulation A8(c) the period is calculated continuously from the date of first registration, irrespective of whether a student registered for a specific year or not.
- (c) Where a specific module is named as a precondition for another module, it implies that the first module must be fully passed before admission to a second module can be granted.
- (d) Where “min.” appears before the module named as a precondition, it means that a module mark or examination mark or a final mark of at least 40 percent must be obtained in the module before admission to the module in respect of which it is named as a precondition can be granted.

The application of these preconditions will be the responsibility of the head of the department and programme director concerned.

- (e) Modules passed at another higher educational institution, but which are not recognised for qualification purposes at this University, can be recognised as precondition for a module at this University by the Departmental Head concerned.
- (f) According to the stipulations concerning certain modules, no official examination is required and the module mark also serves as the mark on which the final result is based.
- (g) A student may repeat a module that has already been passed provided a final mark of at least 60 percent was obtained. The best mark is taken into account.

Reg. A9 - Taking of modules at different levels simultaneously

Subject to the stipulations of Regulation A8(a) and (b) and excepting the stipulations of Regulation A8(e), a student can take a maximum 32 credits

per discipline additionally each year unless the Dean approves the taking of additional modules.

T9 – Clarifying information

Recognitions are granted on the basis of formal learning with at least 50% relevance. Exemptions are granted on the basis of non-formal learning with at least 50 % relevance.

Reg. A10 - Recognition of modules passed at another higher educational institution

The head of the department concerned, can grant recognition for modules passed at another recognised higher educational institution (or institution recognised for this purpose), with the proviso that a qualification of this University will be conferred on such a student on condition that:

- (a) the combined period of attendance at this and the other higher educational institution of the student who has not yet received a qualification at the other higher educational institution, must be at least equal to the term prescribed for the qualification at this University, with the proviso that the student must be registered at this University for a period of at least two academic years, except in the case of the M.B., Ch.B., in which case the student must be registered for at least the four final years of study;
- (b) a student who already possesses a qualification conferred by another higher educational institution, must be registered at this University for the qualification concerned for a period of at least two years;
- (c) at least half the prescribed modules/credits have been passed at this University; and that where recognition of major disciplines are concerned, the heads of the departments involved must be consulted in connection with the decision; and
- (d) for the rest all the other preconditions for the qualification concerned are met.

T10 - Clarifying Information

Recognitions are granted on the basis of formal learning with at least 50 % relevance. Exemptions are granted on the basis of non-formal learning with at least 50 % relevance.

Reg. A11 - Recognition of modules passed prior to obtaining a qualification of this university

The Registrar: Student Academic Services can grant recognition for modules passed to a student who changes from one qualification at this University before all the requirements for the original qualification have been met, on condition that the modules concerned are valid for the new qualification.

T11 – Clarifying information

Recognitions are granted on the basis of formal learning with at least 50 % relevance. Exemptions are granted on the basis of non-formal learning with at least 50 % relevance.

Reg. A12 - Recognition of modules passed after obtaining a qualification at this university

The Registrar: Student Academic Services can grant recognition for modules passed if a student who already possesses a qualification of this University and who wishes to register for another qualification at this University in another or the same faculty, meets the following requirements:

- (a) Half the modules/credits must be modules not passed with a view to meeting the requirements for the qualification which the student already possesses.
- (b) A discipline forming part of the curriculum of a qualification already conferred upon the student, may not be recognised as a major discipline for a second qualification.
- (c) Notwithstanding the stipulations in (a) and (b), modules may be repeated in cases where more than half the modules/credits required for the intended qualification duplicate those of the qualification already obtained.

- (d) The student must register at this University for at least two academic years, except in the case of the M.B., Ch.B., in which case the student must register for at least the four final years of study.

T12 – Clarifying information

Recognitions are granted on the basis of formal learning with at least 50% relevance. Exemptions are granted on the basis of non-formal learning with at least 50 % relevance.

Reg. A13 - Presentation of the same qualification as a second qualification

- (a) A student may present the same qualification as a second qualification in the same faculty.
- (b) The stipulations of Regulation A12 apply *mutatis mutandis*.

Reg. A14 - Module Mark

- (a) A module mark results from assessment of student performance in a particular module.
- (b) A module mark, obtained for a module, is valid only for the examination opportunities that apply to that module. In the case where a module must be repeated, a new module mark has to be earned.
- (c) To be admitted to an examination, **except if the dean decides otherwise**, a student has to comply with all requirements for subminimums and assignments outlined in the study guide for a particular module.

Reg. A15 – Examination opportunities

- (a) (i) With the exception of the School of Medicine, the School of Allied Health Professions, Music Studies, Choir Conducting and Church Organ Studies two examination opportunities are scheduled per semester, namely, in June and July for first-semester modules and November

and January for second-semester modules, and the latter two opportunities for all the modules that were presented over a period of an academic year. No further examination opportunities exist.

- (ii) In respect of practical examinations and where a system of continuous evaluation is used, the second examination opportunity does not apply.
 - (iii) In respect of clinical examinations in the School of Medicine examinations are only written during the first examination opportunity, and students cannot exercise a choice for the second examination period. Students may qualify for a second opportunity in terms of the regulations as contained in the calendar of the Faculty of Health Sciences.
- (b) A student who does not participate in the first examination opportunity in June, may sit for the second examination opportunity in July.
 - (c) A student who does not participate in the first examination opportunity in November, may sit for the second examination opportunity in January.
 - (d) A student who participated in the first scheduled examination opportunity in a given semester, and obtained an examination mark of at least 30 percent, with a final mark of at least 45 percent in the module, can participate in the second examination opportunity. If a final mark of less than 45 percent was obtained, the module must be repeated.
 - (e) A student who participated in the first scheduled examination opportunity in a given semester, obtained a final mark of at least 50 percent, but did not obtain the required subminimum of 40 percent in the examination, can participate in the second examination opportunity.
 - (f) A student in his/her final year who has to extend his/her study period in obtaining the qualification, after writing the June examination because he/she failed only one module during the

June examination without considering the November examination that would still have to be written, may be admitted to the second examination opportunity in July without any stipulations by the Registrar: Student Academic Services.

- (g) A student in his/her final semester who has to extend his/her study period in obtaining the qualification, after writing the November examination because he/she failed only one module during the November examination, may be admitted to the second examination opportunity in January without any stipulations by the Registrar: Student Academic Services.

T15 - Clarifying information

- (i) If a student qualifies for a re-assessment in a module comprising more than one examination paper, he/she must write the examination in both papers during the re-assessment.
- (ii) If a module comprises two examination papers, the examination in both papers must be written during the same examination opportunity.

Reg. A16 - Assessors/moderators

Examinations are taken down for a particular module by assessors and moderators who have been appointed by the particular department and these are subject to external moderation. (EM 31/07/2007).

Reg. A17 - Requirements for successful completion

- (a) To complete a module successfully, a final mark of at least 50 percent has to be obtained.
- (b) The calculation of the final mark is outlined in the study guide for the module in terms of the following guide-lines:
 - (i) A subminimum of 40 percent applies to the mark obtained in the examination.
 - (ii) Where more than one paper is written in a module, or where a paper consists of more than one section, a

subminimum of not more than 50 percent may be stipulated per paper/section.

- (iii) The weighting assigned to the examination mark may not be less than 40 percent, nor more than 60 percent.
- (c) Where a system of continuous evaluation is used as the exclusive means of assessment, the final mark is based on the Students performance assessed during assessment opportunities distributed over the period of presentation of the module.
- (d) To pass a module with distinction, a final mark of at least 75 percent has to be obtained.

T17 – Clarifying information

- (a) The requirements for successfully completing modules where a system of promotion is in place, are outlined in Regulation A17 and A20.
- (b) Students who have successfully completed a module, but who would like to improve their final mark, may sit for the second examination opportunity, provided that a final mark of at least 60 percent was obtained.
- (c) Departments that use a system of continuous evaluation may not schedule assessment opportunities during approved examination periods.

Reg. A18 – First degree/diploma with distinction

- (a) Except where stipulated otherwise in the faculty calendars, a degree is awarded with distinction if weighed average of at least 75 percent has been obtained in the minimum number of credits that are required for the qualification.
- (b) The qualification must be obtained within the prescribed period plus one year.
- (c) If a student has passed more than the minimum number of prescribed modules, the Registrar: Student Academic Services

will take an ad-hoc decision as to which modules will be taken into account.

T18 – Clarifying information

- (i) Taking into consideration regulation A8(c), students who registered in terms of the 2000 regulations and earlier, will be subject to the stipulations for passing with distinction that are outlined in the 2000 regulations.
- (ii) With regards to students who **have not yet** completed a qualification and who receive recognition for modules from years of study for another qualification, every year in respect of which recognition is granted for a module(s), counts as a **year of residence** (in other words, it can be one, two or three years). The residence period of the second qualification is added to this.

In the case of student who have **completed** a qualification **already** and who receive recognition for modules from the first, second or third year of study, the **whole** period of residence pertaining to the recognised modules concerned is regarded as **one year** of study for the purposes of a second qualification.

(This applies to UFS students as well as students from other universities).

Reg. A19 – Re-admission and checking of a student

- (a) Except where stipulated otherwise in the faculty calendars, a student is not allowed to register for a module more than twice, except with permission of the dean in consultation with the head of the department concerned.
- (b)
 - (i) If it is considered to be in the interest of the University that a student not be allowed to continue his/her studies in a particular field of study, the Dean of the faculty concerned can request that the Executive check the student concerned in the particular field of study.
 - (ii) Before the Dean makes a recommendation such as the above-mentioned to the Executive, the student should be

informed in writing of his/her intention and provided the reasons, to give him an opportunity to attempt to dissuade the Dean from proceeding with his/her intended recommendation.

- (iii) The student must also be afforded an opportunity to make a written submission to the Executive in which he/she states reasons why he/she should not be checked in the field of study concerned.

Reg. A20 – Promotion

- (a) A promotion system does not apply to all modules, but where it does apply all information is contained in the module guides.
- (b) Continuous and end (summative) assessment have been decentralised, and these forms of assessment take place during the term of presentation of the module; moreover, the results of such assessments are taken into consideration in determining the module mark. The ratio for calculating the module mark, is outlined in the study guide of the module in question in accordance with Reg. A17(b).
- (c) Students who obtain a module mark of 65 percent or higher, are promoted (i.e. they pass) and no further examination has to be taken in that particular module. The module mark becomes the final mark that the student is awarded for the module in question. With regards to the faculty of Law, a minimum of 70 % is required.
- (d) Students who obtain a module mark of less than 65 percent sit for the officially scheduled examination opportunity. With regards to the faculty of Law, a minimum of 70 % is required. The result will be handled in terms of regulation A17.
- (e) Students gain admission to the officially scheduled examination opportunity, provided that they have participated in an adequate number of opportunities for continuous and end assessment. Requirements for adequate participation are outlined in the study guide for the module.

- (f) To pass a module with distinction, a module mark of at least 75 percent has to be obtained.

T20 – Clarifying information

- (a) Students who are promoted (i.e. who pass), but who would like to improve their final mark, may participate in the scheduled examination opportunity. The final mark is then calculated in terms of regulation A17.
- (b) Absence of assessment opportunities is handled in terms of the internal policy of the faculty in question.

Reg. A21 – Centres where examinations are taken down

Students sit for the examination at the centre where the module was presented.

Reg. A22 – Oral examination

Instead of a written examination, departments may take down an oral examination, provided that:

- (a) the examination is taken down during an officially scheduled examination period;
- (b) for each module the oral examination will last for at least half an hour per student;
- (c) for all oral examinations, the head of department or a senior lecturer appointed by him/her, must always be present in addition to the assessor(s) and moderator(s).

Reg. A23 - Requirements for Examination venues

- (a) Every person who sits for an examination at the University of the Free State must be a registered student of the University, must meet the requirements of Reg. A14(c); and
 - (i) must present his/her student card to be admitted into the examination venue;

- (ii) no pencil-and-pen holders, books of any kind, notes or paper on which writing appears, cellular phones, dictaphones nor electronic equipment will be carried on his/her person during the examination session, with the understanding that in the case of an open-book examination, the prescribed book(s) will be allowed in the examination hall;
- (iii) may give or receive no help, or attempt to help or obtain help from another student or from the invigilator, or have a conversation with anybody else;
- (iv) must, at the request of an invigilator, hand in all attendance forms, examination scripts and documents which have been handed out, at the designated point in the examination hall;
- (v) will not allowed to enter the examination hall after 30 minutes since the start of the examination session have elapsed, or demand to be allowed extra time should he/she arrive late;
- (vi) may not leave the examination hall within 45 minutes of the start of the examination session;
- (vii) may not smoke, or eat any food or partake of any refreshments in the examination hall;
- (viii) may only leave the examination hall for a short period under supervision to visit the cloakroom with the permission of the chief examination invigilator;
- (ix) may only address questions to and receive information from an invigilator after raising his/her hand;
- (x) may only request and receive one examination paper in either Afrikaans or English, according to choice, or in both languages if applicable and according to field of study;

- (xi) must carefully read and complete all the particulars on the examination scripts and the attendance forms in full and in the prescribed manner;
 - (xii) must, if guilty of any transgression of the examination hall rules, appear before the Disciplinary Committee to receive an appropriate punishment; and
 - (xiii) may only leave his/her personal possessions inside/outside the examination hall at his/her own risk and must indemnify the UFS from any liability for damages suffered/ losses incurred, and must realise that the UFS will accept no responsibility in the above-mentioned regard.
- (b) If any invigilator has reasonable grounds, confirmed as such by another invigilator to believe that a student has forbidden notes or any of the items mentioned in Regulation A23(a)(ii) in his/her possession, the student may be confronted with the suspicion or be requested to leave the examination hall in the company of two invigilators of the same gender as the student. The invigilator then has the right to search the person of the student for forbidden notes or items in the presence of the other invigilator in a private room where only the three persons are present.

Reg. A24 - Errors with regard to the examination timetable

The University accepts no responsibility for a student errors with regard to the examination timetable.

Reg. A25 - Extra time during the examination

Only on the grounds of an acceptable medical certificate or on the recommendation of Kopsie Counselling and Development in co-operation with the Unit for Students with Disabilities, may the Registrar: Student Academic Services grant extra time for writing examination papers.

Reg. A26 - Statements of results

Official statements of results are only supplied to students by the Registrar: Student Academic Services.

Reg. A27 - Examination results

- (a) Provisional examination results are put up on a specified notice-board by the departments and an official statement of final results is posted to each student by the Registrar: Student Academic Services on a date as determined by the University.
- (b) No official statement of results will be posted to a student before the account is paid in full, unless the Director: Finance should decide differently.
- (c) A student may discuss an examination paper with a lecturer and the head of the department within five working days after the announcement of the results, with a right of immediate appeal to the Dean. (EM 31/07/2006) (EM 22/11/2006).

T27 – Clarifying information

The definitions applicable to examination results and codes have been approved by the EM (22/11/2006).

Reg. A28 - Statements of results, study records, certified statements, certificates of conduct and certified examination timetables.

Statements of results, study records, certified statements, certificates of conduct and certified examination timetables can be issued by the Registrar: Student Academic Services on request.

Reg. A29 - Qualification certificates

- (a) Qualification certificates are only handed out at the graduation ceremonies. If a qualification is conferred in *absentia*, the certificate is posted to the student as soon as possible after the ceremony, after payment of the required absentia fees.

- (b) If an original qualification certificate is lost or damaged, the Registrar: Student Academic Services will only issue a statement to certify that the qualification was indeed conferred.

Reg. A30 - Graduation ceremonies

The University retains the right not to confer a qualification upon a student, unless

- (i) all fees owing to the University have been paid, all results of modules passed at another higher educational institution have been handed in and all outstanding books have been handed back to the library; and
- (ii) all other conditions have been met.

T30 - Clarifying information

Results being received after the date published in the University calendar, will not be taken into account for the first upcoming diploma and graduation ceremonies, but will stand over until the next diploma and graduation ceremonies.

Reg. A31 - Exceptional merit qualifications

Notwithstanding the stipulations of any regulation, the dean, in consultation with the Registrar: Student Academic Services, can make decisions concerning exceptional cases on merit, with a right of immediate appeal to the Vice Rector: Academic Operations with notice to the Dean (Committee of Deans 3/8/2006).

ANNEXURE 1

TERMS AND CONDITIONS OF COMPUTER USE

RECORDAL

1. It is recorded that -
 - 1.1 the need exists for students of the University of the Free State ("UFS") to have access to the computer network of the UFS, and specifically access to electronic mail ("e-mail"), the internet ("the Internet"), and the local computer network of the UFS ("the Intranet");
 - 1.2 the need exists to regulate the utilizing of the computer resources of the UFS, including the access to the computer network, as contemplated in clause 1.1, on an individual user basis, specifically to promote educational purposes by increasing accessibility to information, information technology and by improving communication and distance education both within the UFS and globally;
 - 1.3 the UFS has a computer and computer network infrastructure available to address or partly address the needs contemplated in clause 1;
 - 1.4 any reference to one gender shall include the other gender.

MAKING AVAILABLE THE COMPUTER NETWORK

2. The Internet, Intranet and e-mail facilities available on the computer network of the UFS ("the computer network") are hereby made available to a duly registered student of the UFS ("the User"), subject to the terms and conditions set out herein.
 - 2.1 Unless explicitly stated otherwise, any new features, augmentations, enhancements or services to the computer network, shall be subject to the provisions of this document.

- 2.2 The User understands that the facilities provided by the computer network is provided "as-is" and on an "as available" basis. The UFS therefore does not assume responsibility for the availability, timeliness, defectiveness or otherwise of the computer network or any service provided in relation thereto.
- 2.3 The User understands that the computer network and services provided therewith may provide links to other Web sites or resources on the Internet. Because the UFS has no control over such sites and resources, the UFS does not endorse and can not be responsible for any information, data, text, software, music, sound, photographs, graphics, video, messages or other material ("Content"), advertising products, or other materials on or available from such sites or resources, or any damage or loss caused by utilizing such sites or resources.

COMMENCEMENT DATE AND PERIOD OF USE

- 3.1 The use as contemplated in this document shall commence on the date the User is duly registered and all amounts payable have been paid, as contemplated in clause 4, and shall thereafter, subject to any provision to the contrary in this document, continue for the remainder of any 6 (six) month semester, including holidays, during which the User has registered in terms of clause 4, or for the relevant semester for which the User registers.
- 3.2 The User may, subject to any limitation contemplated in this document, renew his registration as a user of the computer network for any further 6 (six) month semester, including holidays, or in the case of registration within any semester, for the remainder thereof.

USER REGISTRATION AND TARIFFS PAYABLE

- 4.1 The User shall only be allowed to use the computer network upon registration as a user of the computer network with administration procedures and against payment of an amount as a user tariff, as the UFS may determine from time to time, and further subject to the terms and conditions of this document.

- 4.2 The User shall be obliged and responsible to familiarize himself with all registration procedures and amounts payable, as determined from time to time by the UFS.
- 4.3 The registration shall take place on an individual basis, coupled with the personal identity or student number of the User.

DUTIES AND RESPONSIBILITIES OF USER

- 5. The User shall -
 - 5.1 use the computer network only if he is duly registered as a user, and after all amounts contemplated in clause 4 hereof have been paid;
 - 5.2 not allow any other person to utilize, whether directly or indirectly, his user registration to enter into the computer network, or in general to utilize the computer network on the User's name;
 - 5.3 use the computer network, whether directly or indirectly, in support of educational purposes and in the promotion of educational objectives;
 - 5.4 use the computer network in accordance with any educational objectives and any other policy of the UFS, and further to be consistent with any such policies, and to comply with all rules and regulations of the UFS as stipulated from time to time;
 - 5.5 always abide by generally accepted rules of computer network etiquette, including, but not limited to, -
 - 5.5.1 always being polite and not uploading, downloading, posting, e-mailing or otherwise transmitting via the computer network any Content that is unlawful, harmful, threatening, derogative, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically, or otherwise objectionable or harmful, particularly to minors;
 - 5.5.2 not being involved in any illegal activities of whatsoever nature, or any activities that do not comply with the rules and regulations of the UFS, whether directly or indirectly;

- 5.5.3 not revealing any personal addresses, telephone numbers, any personal identity numbers, including computer network registration numbers of students, employees of the UFS or any other persons in general, if such information and particulars are not readily available to the public, or if it is reasonably perceived to be of a confidential nature;
- 5.5.4 not utilizing the computer network in such a way as to cause disruption in any way, including any negative influence on the operation and capability of the computer network, or which may disrupt or negatively influence the utilization of the computer network by others in any way, whether directly or indirectly;
- 5.5.5 strictly refraining from any conduct which may include, but is not limited to, effecting any alterations to the computer network and computer system, including software and hardware in general, and the uploading, posting, e-mailing or other transmitting of any Content or material that is inappropriate, obscene, pornographic, abusive or objectionable, or contains computer viruses or any other computer code, files or programmes designed to interrupt, destroy or limit the capacity and functionality of the computer network or any computer software or hardware or telecommunications equipment in general;
- 5.5.6 not using the computer network to obtain, view, download, or otherwise gain access to the material contemplated in clause 5.5.5, and to refrain from any transmission of such material in general;
- 5.5.7 and specifically not uploading, posting, e-mailing or otherwise transmitting any Content that constitutes confidential or inside information or that infringes any patent, trademark, trade secret, copyright, intellectual property rights or other proprietary rights of the UFS or any other person in general, whether a user of the computer network or not;
- 5.6 regard, if reasonably of a confidential, personal or private nature, all communications and all information accessible via the computer network to be confidential, and to specifically respect all intellectual property rights related to such communications and information which may vest in the UFS or any other user or person, as the case may be;

- 5.7 not obstruct or alter the computer network, any computer system or computer hardware or software forming part of the computer network, and shall further not allow it to be negatively affected in any way by the conduct of the User, whether directly or indirectly, or through any other person;
- 5.8 comply with all computer network policies and any rules and regulations of the UFS which may exist from time to time;
- 5.9 not allow, whether directly or indirectly, any other person than himself access to the computer network, on the basis that the computer network is intended for the exclusive use of the staff members of the UFS and students, who are registered as users of the computer network;
- 5.10 be responsible for his own password and specifically prevent it from being used, by any other person to gain access to the computer network;
- 5.11 use e-mail in a responsible manner, which includes, but is not limited to -
 - 5.11.1 regular checking e-mail messages;
 - 5.11.2 not taking up large amounts of data storage capacity by not deleting e-mail messages on a regular basis;
 - 5.11.3 not interfering in any way with computer network traffic by uploading, posting, e-mailing or otherwise transmitting any unsolicited or unauthorized advertising, promotional material, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation or inappropriate correspondence;
 - 5.11.4 protecting e-mail passwords at all times;
 - 5.11.5 using e-mail accounts by the User himself and not for any other person, whether a registered user or not;
- 5.12 comply with any limited disc quota generally, allocated to the User;

- 5.13 regard as of a very high priority the security on the computer network, and in this regard ensure, without being limited thereto -
 - 5.13.1 that the UFS is notified of any security problem which is identified on the computer network;
 - 5.13.2 that no problem, or the capacity to breach the secrecy or confidentiality of the computer network, or any codes in general is demonstrated to any other person;
 - 5.13.3 that no other user's registration number, or any other personal identity number is used on the computer network;
 - 5.13.4 not to login as an Internet, or general computer network system administrator;
- 5.14 disclose and report to the UFS, immediately upon it coming to his attention, any reasonable probability of financial or commercial advantage or disadvantage for the UFS which may arise from the utilization of the computer network;
- 5.15 notify the UFS immediately of any unauthorized use of his user registration or password, or any other breach of security; the user is responsible for maintaining the confidentiality of his user registration and is fully responsible for any and all activities that occur under his user registration or password;
- 5.16 not copy any data on the computer network or facilitate or help any person to copy or to gain access to any information of the computer network, if such conduct constitutes or could reasonably constitute an infringement to intellectual property rights of any person, or if it could lead to the breaching of confidentiality obligations of the UFS or any other person;
- 5.17 not try to breach any security code or system on the computer network;
- 5.18 not remove any hardware, software or any component of the computer network from the premises where it is installed.

GENERAL CONDITIONS OF USE

- 6.1 The UFS shall at all times have the right to limit access to the computer network, and if reasonably necessary, periodically suspend the facility to use the computer network for reasons, and under circumstances the UFS in its sole discretion, deems fit. The limitation of access to the computer network, may include, but is not limited to -
 - 6.1.1 reducing the number of computer terminals available to obtain access to the computer network;
 - 6.1.2 limiting the memory capacity and disc quotas per user;
 - 6.1.3 prescribing time frames within which computer terminals in general, or specific computer terminals may be used by users;
 - 6.1.4 by adding any additional user codes, limiting access on criteria as the UFS may decide upon from time to time;
 - 6.1.5 any other method as the UFS may deem fit under the circumstances.
- 6.2 The UFS at all times has the right to monitor the use of the computer network as follows, but not being limited thereto -
 - 6.2.1 recording all Internet and e-mail addresses, including websites, which are addressed or visited by the User;
 - 6.2.2 monitoring all activities on the Internet, e-mail and Intranet, and in general on the computer network;
 - 6.2.3 communicating with all persons and institutions with whom the User has communicated;
 - 6.2.4 having access to any material stored in any electronic files to which the User may have access to;
 - 6.2.5 removing or deleting any material or data stored on the computer network which the UFS may deem to be objectionable or contrary to the spirit and terms of this document, in their sole discretion, or instructing the User to effect such removal or deletion.

- 6.3 The UFS shall at all times have the right to gain access to any files, data, codes, information, or any communications in general on the computer network, to which access the User herewith consents.
- 6.4 The UFS shall at all times have the right to refuse to register a user of the computer network as contemplated in this document if the UFS is of the opinion that such registration is not in the interest of the UFS.
- 6.5 Subject to clause 6.6, the UFS shall further have the right to terminate the use as contemplated in this document in general, or to terminate the User's privilege to use the computer network if the UFS is of opinion that such termination is in the interest of the UFS, for reasons in its sole discretion, but on the basis that any termination within a semester period of which the User has already paid the registration fees payable in terms of this document, shall be pro rata adjusted and any amount due to the User, shall be reimbursed to the User, or in the discretion of the UFS, discounted against any amounts which are payable by the User to the UFS, or which may become payable by the User to the UFS.
- 6.6 Notwithstanding clause 6.5, should the User, in the sole opinion of the UFS, be in breach of the terms and conditions of this document, or in general act in a way contrary to the spirit or terms and conditions of this document, the UFS shall have the right to terminate the User's privilege to use the computer network, as contemplated herein with immediate effect, and the User shall in such circumstances forfeit all registration fees payable in terms hereof with regard to the unexpired part of any semester period for which registration fees have already been paid.
- 6.7 The use of the computer network in terms of this document, shall at all times be deemed to be a privilege with a purpose to enhance and promote educational objectives, and not to be a right of the User.

WAIVER AND INDEMNITY

- 7.1 It is hereby recorded that no warranties are given by the UFS, whether expressed or implied, for the provision of the computer network and services in general, as contemplated in this document.

- 7.2 The UFS shall not be liable in any way for any damages of whatsoever nature resulting from the use of the computer network by the User, including but not limited to, the malfunctioning of the computer network, loss of computer data, delays, non-deliveries, misdeliveries, interruptions, errors, omissions, whether or not caused by negligent conduct by employees of the UFS or not.
- 7.3 The User hereby agrees that any and all Content, whether publicly posted or privately transmitted, and accessed through the computer network, is the sole responsibility of the User. The UFS does not guarantee the quality, accuracy, integrity, or authenticity of any Content accessed via the computer network, and is therefore in no way responsible for any omissions or deficiencies in the Content, or any loss or damage incurred through the use, downloading or otherwise accessing of such Content.
- 7.4 The UFS does not warrant the functioning of the computer network and system in general, and does not warrant that the service will be uninterrupted, timely, secure or error free, or, that results or Content obtained via the use of the computer network will be accurate, reliable and error-free.
- 7.5 The User hereby waives all claims against the UFS with regard to the utilization by the User of the computer network, whether directly or indirectly, and hereby indemnifies the UFS against any claims resulting from the User's use of the computer network in terms hereof.
- 7.6 The User also waives all claims against the UFS resulting from any damage or loss of data or information resulting from computer viruses or any other computer code, files, programmes or defects, obtained from or transmitted via the computer network.

NON-VARIATION

8. No variation or consensual termination of this document shall be of any force or effect unless in writing and signed by the parties hereto.

ENTIRE AGREEMENT

9. This document constitutes the whole agreement between the parties concerning the subject-matter hereof and the parties acknowledge that there are no understandings, warranties or agreements binding on them, apart from those contained in this document.

NOTICES

- 10.1 All notices given by either party to the other in terms of this document shall be given in writing by pre-paid registered post or telefax, or delivered by hand to -
- 10.1.1 the UFS at the at the office of Prof. Niel Viljoen, Chief Director: Operations of the UFS;
- 10.1.2 the User at the address provided for registration purposes,
or such other address as the one party may inform the other in writing, which address will not be a poste restante, shall be an address in the Republic of South Africa and shall be deemed to have taken effect 14 (FOURTEEN) days after posting of the required written notice.
- 10.2 A notice -
- 10.2.1 given by registered post, will be deemed to have been received 3 (THREE) days after the date of posting thereof;
- 10.2.2 sent by telefax, shall be deemed to have been received on the first business day following the date of transmission of such notice;
- 10.2.3 delivered by hand shall be deemed to have been received on the date of delivery thereof.

DOMICILIUM

11. The parties choose *domicilium citandi et executandi* for all purposes under this document at the addresses referred to in clause 10 or notified thereunder.

INDULGENCE

12. No indulgence which the UFS may grant to the User in respect of the compliance with any of the obligations of the User in terms of this document shall prejudice or constitute a waiver of any of the UFS's right in terms of this document.

JURISDICTION

13. The User consents to the jurisdiction of the Free State Division of the High Court or, at the UFS's option, the Magistrate's Court in regard to any claim arising out of this document, notwithstanding that the amount in question may exceed the jurisdiction of the latter Court.

GENERAL

- 14.1 Headings are only used for reference purposes and will not be taken into consideration with the interpretation of the applicable stipulations.
- 14.2 Words indicating the masculine will also implies the feminine and vice versa;
- 14.3 Words indicating the singular will also implies the plural and vice versa.

UNIVERSITY OF THE FREE STATE

POLICY FOR THE MANAGEMENT OF INTELLECTUAL PROPERTY

1. INTRODUCTION

This Intellectual Property policy aims to underpin and encapsulate the UFS's vision of creating an enabling environment where the creation and development of Intellectual Property is encouraged, and where any benefits and profits flowing from creative thinking are shared by the author, creator or inventor. However, in order to ensure that Intellectual Property can be published, patented, exploited and commercialised (as the case may be) to the advantage of the UFS and the author, creator or inventor thereof, sufficient mechanisms for the protection of the ownership rights of the UFS with regard to Intellectual Property created by Employees and certain Students of the UFS, must be put in place. Thus, while ownership of the Intellectual Property will vest in the UFS, the UFS will at all times aim to ensure that the author, inventor or creator shares in one way or another in benefits flowing from the publication, patenting, exploitation and commercialisation (as the case may be) of Intellectual Property. The UFS also endeavours to ensure that the publication, creation or invention of Intellectual Property (as the case may be) is to the advantage of the community, the province and the country as a whole. Should the UFS, however, decide not to proceed with the publication, patenting, exploitation and commercialisation of the Intellectual Property, a decision might be taken, in consultation with the creator, inventor or author of the Intellectual Property, to afford him/her the opportunity to publish, patent, exploit and commercialise (as the case may be) such Intellectual Property at his/her own cost, subject to such terms and conditions as the UFS may determine from time to time.

2. DEFINITIONS

Unless the context indicates otherwise, the following words shall have the meanings ascribed to them:

“Employee”

A person who is employed by the UFS or who is, in terms of the common law or labour law, regarded as employed by the UFS.

“Independent Contractor(s)”

Persons contracting with the UFS on an independent basis for the performance of certain tasks, projects, duties, etc., as determined in the agreement with the contractor, with due understanding that such

contracts between the independent contractor and the UFS, as contemplated in this definition, do not refer to an agreement that falls within the scope of a contract of employment between an Employee and the UFS.

“Intellectual Property”

Without derogating from the ordinary meaning thereof, also all copyright, all rights conferred by legislation and the common law with regard to inventions, discoveries (including patents), registered and unregistered trademarks and trade names, registered and unregistered designs and models, circuit layouts, trade secrets, confidential information of the UFS, plant breeders' rights, and all rights resulting from intellectual activities in the industrial, scientific, literary or artistic fields, including the right to apply for any of the above, whether capable of registration in any relevant registration office or not.

“Postgraduate Student”

A person who is registered at the UFS as a postgraduate student in terms of and as contemplated in the *“General regulations for postgraduate qualifications”*.

“Regulations”

The requirements for registration as a Student at the UFS as contained in the documents *“General regulations for first qualifications”*, which apply to Undergraduate Students, and *“General regulations for postgraduate qualifications”*, which apply to Postgraduate Students; any reference to “Regulations” can refer to one or both of these documents, as required by the context.

“Scope of Employment”

The performing of services by an Employee for the UFS in terms of or pursuant to a contract of employment between such Employee and the UFS and reference to Intellectual Property created within the Scope of Employment of an Employee will, for the purposes of this policy, be interpreted to include all Intellectual Property developed by or under

supervision of such Employee within the subject field in which such Employee lectures and/or assesses Students and/or expands his/her knowledge through further study and/or research (including without limitation publications published pursuant thereto), all Intellectual Property created and/or further developed in the course of which infrastructure and/or facilities of the UFS have been used or partly used and all Intellectual Property developed while performing activities at the request of or as required by the UFS, whether or not (in all the above instances) the Intellectual Property has been created within or outside the formal working hours, and whether or not such Intellectual Property has been created within or outside a specific service environment or location.

“Student”

A person who is enrolled as a student at the UFS, and includes Undergraduate and Postgraduate Students, as required by the context.

“UFS”

The University of the Free State, an institution of higher education as contemplated in the Higher Education Act, No. 101 of 1997.

“Undergraduate Student”

A person who is registered at the UFS as an undergraduate student in terms of and as contemplated in the *“General regulations for first qualifications”*.

3. GENERAL POLICY PRINCIPLE

- 3.1. The general policy principle of the UFS regarding the vesting of ownership of Intellectual Property is that, barring the exceptions referred to in paragraph 9, all Intellectual Property created or developed by Employees within the Scope of their Employment, certain Students as contemplated in paragraph 7 and Independent Contractors, failing an agreement to the contrary, will vest exclusively in the UFS as the sole owner.

- 3.2. The application and enforcement of this general policy principle will be managed by the Executive Management member or body tasked with Intellectual Property affairs or such other person authorised by the Council of the UFS from time to time, to ensure that it is carried out in a co-ordinated manner. Any agreement relinquishing or partly relinquishing Intellectual Property of the UFS must be approved and signed on behalf of the UFS by the relevant persons authorised thereto by the Senate of the UFS. This authority to sign is already delegated in terms of the resolution of the Senate of the UFS dated 10 June 2002.

4. EMPLOYEES

- 4.1. The legal position regarding ownership of Intellectual Property created or developed by Employees acting within their Scope of Employment is governed by their conditions of employment. These terms and conditions of employment are contained in the standard service contract ("*General conditions of service for academic staff*"), in terms of which an Employee assigns and concedes to the UFS, without counter value, all Intellectual Property created or developed by such Employee, acting within his/her Scope of Employment.
- 4.2. The Employee shall, however, be entitled to approach the dean of the relevant faculty where he/she is employed to enter into discussions regarding the ownership of (or sharing of benefits in respect of) any Intellectual Property pertaining to or originating within his/her Scope of Employment.
- 4.3. These discussions will be conducted in accordance with the guidelines set out in this Intellectual Property policy of the UFS (as amended from time to time), or such other procedures as the Council of the UFS may approve from time to time.
- 4.4. Unless the Council of the UFS determines otherwise, the Executive Management member tasked with Intellectual Property affairs or such other person authorised by the Council from time to time shall, in consultation with the entrepreneurial committee of the UFS (or person or body designated by the UFS to co-ordinate entrepreneurial and/or commercial affairs), the dean of the faculty and the head of the department where the Employee is employed, decide in his/her sole discretion whether or not and to what extent the UFS is willing to concede any such Intellectual Property (or rights pertaining thereto), as contemplated in 4.2, to the Employee (whether as owner, joint owner or by any other means whereby benefits derived from such Intellectual Property may be shared). The awarding of any such rights by the UFS to the Employee shall only be binding if described in a written agreement signed by both the

UFS and such Employee, and shall be subject to the terms and conditions contained in such written agreement.

- 4.5. Without limiting the UFS's discretion as to whether or not to concede ownership in any Intellectual Property as contemplated in 4.4, the UFS will, as a general rule, favourably consider proposals by Employees to perform private work for their own account, if such private work does not take up more than one normal working day per week during an Employee's normal working week (i.e. excluding leave) and if it is subject-related, leads to academic and research enrichment and does not interfere with the Employee's primary academic responsibilities.

5. UNDERGRADUATE STUDENTS

The ownership of Intellectual Property created or developed by an Undergraduate Student shall vest in such Undergraduate Student.

6. HONOURS DEGREE STUDENTS

Regulation **A 74 (d)** provides as follows:

"No action referred to or contemplated in section 6 of the Copyright Act, No. 98 of 1978 (or any substituting statutory provision) in respect of any minor dissertation for which the University has awarded a qualification and no action which implies that any publication or part thereof will form part of any minor dissertation for which the University has awarded a qualification may be taken by the author except if the dean concerned gave his or her prior written authorisation."

- 6.1. Section 6 of the Copyright Act (No. 98 of 1978) in essence provides that copyright in a literary or musical work bestows the exclusive right to do or to authorise the doing of any of the following acts in the Republic, namely the reproduction of the work in any manner or form; publication of the work if it was hitherto unpublished; the performance of the work in public; the broadcasting of the work and causing the work to be transmitted in a diffusion service, unless such service transmits a lawful broadcast, including the work, and is operated by the original broadcaster; making an adaptation of the work and, in relation to an adaptation of the work, doing any of the above-mentioned in relation thereto.
- 6.2. In terms of this Regulation A74 (d), the honours degree Student does not concede to the UFS his/her copyright, which forms part of a minor dissertation for which the University has awarded a qualification, but is restricted from exercising his/her rights

in terms of section 6 of the Copyright Act in that prior written authorisation by the dean of the faculty concerned is required before the author can benefit from his/her copyright in terms of section 6 of the Copyright Act.

7. MASTER'S AND DOCTOR'S DEGREE STUDENTS

Regulation [*insert number of new regulation*]

“All proprietary rights in respect of intellectual property developed by the student during the course of and/or in connection with his/her studies at the UFS shall in all respects, failing a written agreement to the contrary entered into between the UFS and the student, vest in the University”

Regulation **A89 (d)** pertaining to master's degree Students, provides as follows:

“The ownership of all intellectual property pertaining to and/or flowing from the dissertation (including, without limitation, all copyright in the dissertation), shall vest in the University, unless an agreement to the contrary is reached between the University and the student in accordance with such procedures or intellectual property policy as the Council of the University may approve from time to time.”

Regulation **A117 (d)** pertaining to doctor's degree Students provides as follows:

“The ownership of all intellectual property pertaining to and/or flowing from the thesis (including, without limitation, all copyright in the thesis), shall vest in the University, unless an agreement to the contrary is reached between the University and the student in accordance with such procedures or intellectual property policy as the Council of the University may approve from time to time.”

- 7.1. The Student shall, however, be entitled to approach the dean of the relevant faculty to enter into discussions regarding the ownership of (or sharing of benefits in respect of) any Intellectual Property pertaining to or originating from the Student's studies at the UFS (including, without limitation, all Intellectual Property derived from and/or pertaining to any dissertation or thesis, as the case may be, written or compiled during his/her studies).
- 7.2. These discussions will be conducted in accordance with the guidelines set out in this Intellectual Property policy of the UFS (as amended from time to time), or such other procedures as the Council of the UFS may approve from time to time.

- 7.3. Unless the Council of the UFS determines otherwise, the Executive Management member tasked with Intellectual Property affairs, or such other person authorised by the Council from time to time, shall, in consultation with the entrepreneurial committee of the UFS (or person or body designated by the UFS to co-ordinate entrepreneurial and/or commercial affairs), the dean of the faculty, the head of the department where the student is registered and, if applicable, the supervisor of the student's dissertation or thesis (as the case may be), decide in his/her sole discretion whether or not and to what extent the UFS is willing to concede any such Intellectual Property (or rights pertaining thereto), as contemplated in 7.1, to the Student (whether as owner, joint owner or by any other means whereby benefits derived from such Intellectual Property may be shared). The awarding of any such rights by the UFS to the Student shall only be binding if described in a written agreement signed by both the UFS and such Student, and shall be subject to the terms and conditions contained in such written agreement.

8. INDEPENDENT CONTRACTORS AND CO-OPERATION AGREEMENTS

- 8.1. With regard to agreements other than contracts of employment concluded with persons and institutions other than Employees or Students, such as co-operation agreements, research agreements, shareholder agreements, mutual undertakings and contracts with Independent Contractors in general, decisions on the ownership of Intellectual Property created during the course of or pursuant to the carrying out of such agreements must be taken on an *ad hoc* basis. Ownership of such Intellectual Property will form part of the subject of negotiations between the parties preceding conclusion of the relevant agreement, the outcome of which will be captured in the relevant agreement and will be partially dependent on the nature of the proposed agreement, such as an assignment to perform contract research as opposed to entering into a joint venture or co-operation agreement to conduct certain research, for instance.
- 8.2. However, the objective must always be to ensure as far as possible that ownership of Intellectual Property created or developed during or in the course of any activities in which the UFS is involved, is exclusively retained or acquired by the UFS, though in due consideration of the principles contained herein and the circumstances referred to in this policy, in terms of or under which such Intellectual Property may be relinquished or partly relinquished.

9. EXCEPTIONS TO THE GENERAL PRINCIPLE OF EXCLUSIVITY

9.1. **Employees and Students**

9.1.1. Where negotiations are conducted with an Employee or Student for the purposes of deviating from the provisions dealing with ownership of Intellectual Property in the service agreement with Employees or the Regulations applying to Students, an *ad hoc* agreement will have to be concluded with such an Employee or Student with regard to ownership of the relevant Intellectual Property and to accordingly change the default legal position as provided in the conditions of employment and/or the Regulations.

9.1.2. The following circumstances (though not limited thereto) may justify a deviation from the general conditions of employment and/or Regulations concerning ownership of Intellectual Property:

9.1.2.1. Instances where the UFS wishes to encourage an Employee or Student to conduct particular research and show initiative with a view to creating or developing Intellectual Property, by providing the incentive to share in the potential proceeds that may be derived from such Intellectual Property.

9.1.2.2. Circumstances under which it is **desirous** for the UFS to provide an incentive to an Employee or Student to remain in the employ of or remain involved in the UFS in order to prevent scarce expertise from being lost.

9.1.2.3. Cases where the Student personally and independently initiated the research topic.

9.2. **Decision by the UFS not to patent, exploit or commercialise Intellectual Property**

An *ad hoc* agreement between the UFS and an Employee or Student may contain a clause providing that, should the UFS decide not to continue to protect Intellectual Property by means of, for example, an application for a patent or provisional patent, the UFS will inform the inventor accordingly to enable him/her to proceed with such application at his/her own cost for his/her own benefit. In such a case, the UFS will concede its rights to the inventor.

9.3. **Incremental contribution to Intellectual Property in the case of contract research**

- 9.3.1. The UFS's claim to Intellectual Property created during a study commissioned by an outside organisation/institution, or existing Intellectual Property belonging to such outside organisation that is further developed by the UFS, or in cases where a problem pertaining to such Intellectual Property is solved by the UFS, will normally be confined to the incremental added intellectual value of the study or research. Ownership of Intellectual Property pertaining to the methodology of the research, for instance, may normally be retained by and vest in the UFS, but the Intellectual Property pertaining to the results of the research or study will normally be retained by and vest in the commissioning organisation, where the commissioning organisation compensates the UFS to perform such research.
- 9.3.2. A written agreement should be entered into between the UFS and such commissioning organisation spelling out each party's rights and obligations, before commencing with the study or research in terms thereof. However, such agreement may - for instance - make provision for a royalty-free licence in terms of which the UFS may be entitled to conduct further research, as well as the right to publish articles subject to reasonable limitations to protect the Intellectual Property.

10. CONSIDERATIONS IN THE DETERMINATION OF BENEFIT SHARING

10.1. Introduction

- 10.1.1. In pursuance of the UFS's objective of sharing benefits derived from the publication, patenting, exploitation and commercialisation (as the case may be) of Intellectual Property with the author, creator or inventor thereof, the UFS has formulated certain principles and guidelines in accordance with which the aforementioned can be achieved.
- 10.1.2. Should the UFS, on an *ad hoc* basis, having taken the general policy principle of the UFS regarding Intellectual Property into account, conclude an agreement with a specific Employee or Student in terms of which such Employee or Student will share in the proceeds derived from the publication, exploitation and commercialisation (as the case may be) of the Intellectual Property of which such an Employee or Student is, for example, the author or inventor, the necessary written Intellectual Property agreement ("Agreement") must be concluded between the UFS and such Employee or Student in order to give effect to such an *ad hoc* arrangement, and in order to change the general stipulations of the service agreement in the case of an Employee or the arrangement provided in terms of the Regulations in the case of a Student. Such Agreement will, amongst others, provide for the percentages in

which ownership of the relevant Intellectual Property will be shared between the UFS and such Employee and/or how they will respectively share in the proceeds derived from and costs incurred in the publication, exploitation and commercialisation (as the case may be) thereof (if different from the percentage share in ownership). The Agreement will also stipulate what would happen should such Employee leave the service of the UFS. The terms and conditions of such an Agreement will then be otherwise agreed upon and determined within the broad guidelines of the UFS's accepted Intellectual Property policy.

- 10.1.3. What follows below is a framework expounding broad guidelines and establishing parameters within which negotiations can be conducted with an Employee or Student, aimed at such Employee or Student sharing in the benefits derived from the publication, commercialisation and exploitation (as the case may be) of Intellectual Property. This framework aims, on the one hand, to serve as a guideline during negotiations with the relevant Employee or Student, and therefore needs to be flexible; on the other hand, it also aims to ensure that Employees and Students are treated in a consistent manner. Naturally, every situation will be unique, with its own determining circumstances that must be considered, such as the need to provide specific persons with incentives, taking into account scarcity, the value of the persons to the UFS and especially costs (which can be significant with regard to aspects such as protecting and marketing the Intellectual Property), which will have an important influence on the ultimate division of proceeds.

10.2. **Types of Intellectual Property**

For the purposes of this policy, a distinction is made between the following two main categories of Intellectual Property:

10.2.1. **Type A**

- 10.2.1.1. *Intellectual Property that constitutes an independent asset as such and can continue to exist independently of continued inputs by its author, inventor or creator.* This implies Intellectual Property that exists in its own right and constitutes an asset in the hands of the owner, with possible commercial value and yield potential that can be exploited or realised (including through publication, if applicable), with or without further inputs on the part of the author or inventor, or inputs by any other person who has to replace the expertise of the author or inventor. In other words, this type of Intellectual Property refers to Intellectual Property of which the exploitation and

commercialisation (including through publication, if applicable) are not dependent on a continued contribution of expertise by the author or inventor or, should he/she leave the service of the UFS, Intellectual Property that is of such a nature that it will not be necessary for the UFS to replace or obtain such expertise at high cost in order to be able to continue with the commercialisation (including through publication, if applicable) of such Intellectual Property.

- 10.2.1.2. The category of Intellectual Property referred to in paragraph 10.2.1.1 includes methods, techniques, technology or any other developments with intellectual value, whether patentable or not, or copyright that exists in its own right and constitutes or can constitute an asset in the hands of the owner, without the continued commercial exploitation thereof being dependent on any further essential inputs by the author or inventor or a similarly knowledgeable person. The commercialisation can, for example, occur through the selling or licensing of such copyright or technology.

10.2.2. **Type B**

- 10.2.2.1. *Intellectual Property where **continued** commercialisation or publication depends substantially on the **continued** involvement of its author/inventor/creator or the continued involvement of a person possessing essentially the same expertise, and who will be able to fulfil such a role in his/her place.*

In this case, the author or inventor possesses specific expertise and his/her continued involvement and contribution are essential to the exploitation and/or commercialisation of the specific Intellectual Property that is the subject of the commercialisation process (including through publication, if applicable) or, alternatively, should the author or inventor leave the service of the UFS, the UFS would be obliged to obtain the services of another expert in his/her stead, or to purchase the necessary expertise in order to continue with the commercialisation (or publication, if applicable).

- 10.2.2.2. An example of the category of Intellectual Property referred to in paragraph 10.2.2.1 is, for instance, where the UFS will necessarily have to retain the services of the person who developed or created the Intellectual Property concerned in order to proceed with the commercialisation (or publication, if applicable). Such a person's expertise and/or contacts may, for example, be essential to the continuation of the specific project. It would be more difficult to allocate permanent rights (i.e. rights that will remain his/her property after

leaving the service of the UFS) to the author or inventor in the case of this category of Intellectual Property. The reason for this is that the UFS will probably have to allocate the financial interest that was allocated to the author or inventor to his/her substitute in an attempt to obtain the services of such a substitute or, alternatively, to help defray the cost of obtaining such a substitute. The category of Intellectual Property referred to in paragraph 10.2.2 therefore differs from the “passive” Intellectual Property described under Type A above, which has greater commercial value, independent of the involvement of specific knowledgeable persons.

10.3. Ways in which a division of ownership of Intellectual Property can be effected

Various mechanisms and vehicles can be used in order to divide or establish ownership of Intellectual Property. A brief exposition of the available options follows below:

10.3.1. Direct co-interest with the UFS in the Intellectual Property

- 10.3.1.1. The Employee or Student, as the case may be, can share *pro rata* with the UFS in the possible proceeds derived from the commercialisation (including through publication, if applicable) in relation to his/her agreed-upon interest in the commercialisation proceeds of the Intellectual Property (as set out in the Agreement). The payment of the part of the proceeds to which such an Employee or Student is entitled can, for example, be effected in the form of royalties or, if the Intellectual Property has already been alienated by the UFS to a third party, in the form of a share of the royalties to which the UFS is entitled. In other words, this paragraph 10.3.1.1 essentially refers to an agreed-upon share in commercialisation proceeds (including through publication, if applicable), as opposed to an agreed-upon share in the ownership of the Intellectual Property.
- 10.3.1.2. In specific circumstances where the position has been negotiated in this manner between the UFS and the relevant Employee or Student who is the inventor, author or developer of the specific Intellectual Property, such a person can obtain a direct interest in the relevant Intellectual Property as co-owner with the UFS. In order to allow the UFS greater freedom of movement, the option referred to in paragraph 10.3.1.1 (in other words, the right to only share in the proceeds) will be preferred to the option referred to in this paragraph, 10.3.1.2 (in other words, the right to co-ownership of the Intellectual Property), although the net financial result will basically be the

same. This greater flexibility is sometimes required by future co-owners who may be concerned about the possibility of numerous owners complicating future publishing, patenting and negotiations.

- 10.3.1.3. The approach referred to in paragraphs 10.3.1.1 and 10.3.1.2 above will, in most cases, be applicable only in respect of Type A Intellectual Property referred to in paragraph 10.2.1.

10.3.2. **Shareholding in company**

- 10.3.2.1. The UFS and its research partners may, in a specific project, decide to use a company as a vehicle to commercialise Intellectual Property jointly developed in the course of such project (including through publication, if applicable). Any entitlement of an Employee or Student to such Intellectual Property in terms of the relevant Agreement concluded between the UFS and such Student or Employee (who has been involved in the development of the relevant Intellectual Property, for instance, as author or inventor) may then either be translated into a share of the proceeds resulting from the commercialisation of such Intellectual Property by the company (including through publication, if applicable), whether by means of royalty payments or otherwise, or by means of an allotment of shares in such company to the relevant Student or Employee, as set out in the Agreement.

- 10.3.2.2. The shareholding mechanism (in the company, rather than an entitlement to share in the proceeds) referred to in paragraph 10.3.2.1 may be more appropriate under particular circumstances, as it implies that only net proceeds will be divided among the stakeholders concerned, and that the overhead costs will therefore first have to be deducted from the yield before becoming distributable. The payment of royalties is, however, normally determined before costs. A project consisting of several facets (and unpredictable costs) may render the use of a company more appropriate, where distributions are made net of all costs incurred in the commercialisation process. The allocation of shares in a commercialisation vehicle as intended in paragraph 10.3.2.1 will generally only be appropriate in cases where the Intellectual Property conforms more to Type A Intellectual Property, as discussed in paragraph 10.2.1, rather than Type B.

10.3.3. **Mere profit-sharing with the UFS**

- 10.3.3.1. If the Intellectual Property under consideration conforms more to the description of Type B Intellectual Property as defined in paragraph 10.2.2, rather than Type A, the UFS may find it more appropriate to only share profits with the author, inventor or developer of the Intellectual Property as long as he/she is, for instance, involved in the commercialisation (including through publication, if applicable) thereof, or as long as he/she remains in the employment of the UFS.
- 10.3.3.2. The rationale behind this would be that it would serve as an incentive to the author, inventor or developer of the Intellectual Property to remain in the employment of the UFS, as his/her continued involvement is essential to the commercialisation of the Intellectual Property (including through publication, if applicable). It may otherwise be too expensive for the UFS to find a replacement, as it may prove impossible to dilute the proceeds generated from the project any further by payments or distributions to previous stakeholders, as such dilution could possibly render the whole project unprofitable. This forfeited interest of the author or inventor in the Intellectual Property can then be used, amongst others, to cover the cost of obtaining replacement expertise.

10.4. Other agreements that may result from the Agreement

- 10.4.1. A profit-sharing agreement (which may, for instance, also provide for the payment of royalties) or a shareholders' agreement may, inter alia, be concluded between the UFS and the Employee or Student, depending on how the division of ownership or other interest held by the Employee or Student in the Intellectual Property is structured.
- 10.4.2. Normally, all interest groups will be involved in negotiating the terms and conditions of the relevant Agreement, as well as all other agreements resulting from it, as contemplated in paragraph 10.4.1. Such interest groups will, unless the Council of the UFS determines otherwise, include the Executive Management member tasked with Intellectual Property affairs or such other person authorised for this purpose by the Council from time to time, the entrepreneurial committee of the UFS (or person or body designated by the UFS to co-ordinate entrepreneurial and/or commercial affairs), the dean of the faculty, the head of the department where the Employee is employed or the Student is registered and, if applicable, the supervisor of a Student's dissertation or thesis (as the case may be).

10.5. The Agreement should at least provide for the following:

10.5.1. Division of ownership and profits

- 10.5.1.1. The Agreement will stipulate how ownership of the Intellectual Property will be divided or alternatively, how proceeds resulting from the commercialisation and exploitation of the Intellectual Property (including through publication, if applicable) will be divided in the event of the UFS (with or without its outside-party research partners) remaining the exclusive owner of the relevant Intellectual Property. The interest of such a person can therefore be expressed as a percentage of ownership in the Intellectual Property (whether registerable or not) or, in the case of shares, as a percentage shareholding in the company within which the Intellectual Property is proposed to be commercialised (including through publication, if applicable). The Agreement can otherwise merely provide for an agreed profit-sharing with the Employee or Student after recovery of costs by the UFS.
- 10.5.1.2. In the case of mere profit-sharing the Employee or Student is not afforded ownership of the Intellectual Property, but is only entitled to share in the profits, as agreed upon.
- 10.5.1.3. If the Student or Employee is a co-owner of the Intellectual Property or a co-shareholder in the company that is proposed to commercialise it (including through publication, if applicable), the Student or Employee will, by implication, share in the proceeds derived from the Intellectual Property or the profits of the company, as the case may be, according to the generally applicable legal principles and otherwise in accordance with any applicable agreement between the parties.
- 10.5.1.4. To be fair, the Agreement may provide that, should the UFS decide not to continue to protect the Intellectual Property, the UFS will inform the inventor accordingly to afford him/her the opportunity to proceed with patent application at his/her own cost. In such an event, the UFS will concede its rights in favour of the inventor. The Agreement may also stipulate that, should the UFS not attempt to take steps to commercialise the Intellectual Property (including through publication, if applicable) within a reasonable period of time, which must be determined and agreed upon in every individual case, the author or inventor will acquire the right to proceed with the commercialisation of the Intellectual Property (including through

publication, if applicable) at his/her own cost. In such a case, the UFS will concede its rights in favour of the author or inventor.

10.5.2. Conditions regarding the payment of royalties or retaining of shares and termination of the Agreement

10.5.2.1. **Conditions can also be set** to which the continued payment of royalties or retaining of shares in the Company or interest in the Intellectual Property by the Employee or Student, as the case may be, will be subject.

10.5.2.2. Should the Student or Employee hold an interest in the Intellectual Property (whether directly or through shares in a commercialisation vehicle, as the case may be), the relevant Agreement might also stipulate that the UFS will have the right to reacquire such person's shares or other interest at an agreed nominal value (or no counter value at all) under certain circumstances, for example if the Employee or Student is no longer involved in the development of the Intellectual Property concerned, or if he/she leaves the service of the UFS. This will particularly apply to Type B Intellectual Property, which may lose its entire or substantially all of its value when the relevant Student's or Employee's participation in the development or commercialisation thereof is terminated. This buy-back right may also apply in the event of the Student or Employee being in breach of an agreement with the UFS.

10.5.2.3. The UFS will normally also require pre-emptive rights to acquire the Employee's or Student's interest in the Intellectual Property or shares in the company, as the case may be. The UFS may also require a right to acquire these shares or interest under specified circumstances, such as when the Employee or Student fails to meet the conditions set for the retaining of the interest in the relevant Intellectual Property or shares in the relevant company, as the case may be, or in the event of the death of the author or inventor. The parties may, however, also agree that such shares or interest will simply revert to the UFS under certain circumstances.

10.5.2.4. Call and put options in respect of the Employee's or Student's share in the company or Intellectual Property may also be included in the Agreement.

10.5.2.5. The Agreement should also provide for the Employee to automatically forfeit his/her rights in relation to the Intellectual Property should he/she fail to inform the UFS of any pre-emptive rights the UFS may have on or in

consequence of his/her termination of service at the UFS. Such provision will, for instance, apply to Agreements in terms of which the UFS has an option to acquire the Employee's interest in the Intellectual Property or shares in the relevant company at an agreed price upon termination of service at the UFS.

10.5.3. **Control and management**

10.5.3.1. The Agreement must furthermore be clear on issues such as the control, management and **enforcement of the carrying out of** the Agreement. Persons must be appointed to ensure that the payment of royalties/dividends to persons entitled thereto occurs at the times agreed upon. The persons who have a direct interest in the Agreement, namely the dean of the faculty concerned, as well as the head of the department concerned, should - in consultation with the Executive Management member or body tasked with Intellectual Property affairs or such other person authorised by the Council of the UFS from time to time - accept responsibility for the management of the Agreement.

10.5.3.2. The Agreement will furthermore provide that the onus rests on the Student or Employee concerned to inform the UFS of his/her claim to Intellectual Property and/or the right of the UFS to acquire it on termination of service at the UFS. In addition, the Agreement should then stipulate that, should the Employee fail to inform the UFS accordingly in writing, he/she will forfeit his/her rights, without compensation, on termination of employment.

10.5.4. **Settling of disputes**

10.5.4.1. The relevant Agreements should also make provision for the resolution of disputes that may arise regarding the interpretation or cancellation of an Agreement. Unless the Council of the UFS determines otherwise, such dispute resolution procedure will normally - in the first instance - make provision for a dispute to be referred to the entrepreneurial committee of the UFS (or person or body designated by the UFS to co-ordinate entrepreneurial and/or commercial affairs), which will make a recommendation, but not a decision. Should any of the parties be dissatisfied with the recommendation of the entrepreneurial committee or such other person or body referred to above, such party may then refer the matter for further consideration to the Executive Management member tasked with Intellectual Property affairs or such other person authorised by the Council from time to time, who will make the final decision.

- 10.5.4.2. Should it be possible to deal with the specific dispute within the scope of the policy, the matter should be finalised within the department concerned, in consultation with the dean.

10.5.5. **Method of assessing the market value of Intellectual Property**

The Agreement must further provide for a valuation method and procedure to establish the value of the Intellectual Property or shares, as the case may be, should this be necessary in the event of the Agreement providing for pre-emptive rights in favour of the UFS to acquire the Student's or Employee's interest in the Intellectual Property or shares under specified circumstances.