

UNIVERSITY OF THE  
FREE STATE  
UNIVERSITEIT VAN DIE  
VRYSTAAT  
YUNIVESITHI YA  
FREISTATA



**UNIVERSITY OF THE FREE STATE**

**GENERAL INSTITUTIONAL RULES  
(FIRST QUALIFICATIONS)**

**2013**

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## OFFICE-BEARERS

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Dr K Mokhele  
Chancellor



Prof JD Jansen  
Rector and Vice-Chancellor



Prof HR Hay  
Vice-Rector: Academic



Prof T Verschoor  
Vice-Rector: institutional Affairs



Dr KC Makhetha  
Vice-Rector: External Relations



Prof NI Morgan  
Vice-Rector: Operations



Dr DK Swemmer  
Registrar

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**OFFICIAL ADDRESS**

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Correspondence regarding academic matters must be addressed to:

Registrar  
P.O. Box 339  
BLOEMFONTEIN  
9300

Telephone: (051) 401-9111  
Telefax: 086 697 2604 / (051) 401-9210 / 9865  
E-mail: [applications@ufs.ac.za](mailto:applications@ufs.ac.za)

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## DEFINITION OF TERMS

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In order to ensure greater clarity and uniform interpretation, the meanings of the following words that appear in the GENERAL INSTITUTIONAL RULES (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 practical's; 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 05/09/2005).

### *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 Mini 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).

### *Core Modules*

Mainstream modules

### *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.

### *Development modules*

Development modules in extended programmes

### *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).

### *Electives*

Optional modules / subjects

### *Fundamental modules*

Development modules in mainstream programmes

### *Mainstream programmes*

Mainstream programmes

### *Mainstream programmes with development modules*

Extended programmes

### *Mini Dissertation – 32 - 59*

A scientific document of lesser extent than a thesis or dissertation produced by a student. (EM 05/09/2005) (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)

<b>COMPUTER CODE</b>	<b>DESCRIPTION</b>
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
33	Competent (EM 24/11/08)
34	Not yet competent (EM 24/11/08)
41	Attendance
30	Module Continuation
40	Continuation
20	Discontinued
09	Incomplete
19	Pending
22	No credit
70	Distance learning: No exam

## **DEFINITIONS FOR RESULT DESCRIPTIONS**

<b>CODE</b>	<b>DEFINITION / APPLICATION</b>
00	No result. Student was registered for a specific module, but has not yet participated in a main examination and there is no result available.
01	Student participated in a main or additional examination 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 main 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 additional examination [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 main examination 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 additional examination [Reg. A15 (e)].            NB: If a student only participates in the additional examination of a semester, he/she can only obtain a result of 'Pass' or 'Fail' and no reassessment applies in this case.</p>
11	The student did not pass or fail during the main examination, but qualified for a reassessment. Code 11 is used to change a result of 'Reassessment' to 'Reassessment: Pass' if a student was successful during the reassessment examination.
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	<p>The code only applies to final-year students who, after the main examination of the first and second semester respectively passed all modules for the specific semester with the exception of one module that was failed. For this failed module, a special examination is granted, for which the candidate must then sit during the additional examination.</p> <p>If the student failed a module during the main examination 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.
33/34	For use when the process of RPL (Recognition of Prior Learning) has been fulfilled. (EM 28/11/08)

41	In some modules an examination 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 a programme in respect of 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 main examination, as applicable to the module.
09	(i) 'Uncompleted' can be used opposite a module after the main examination 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 a additional examination has passed, and a student has not participated in any of the two (2) examinations 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	Open 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 05/09/2005).

#### *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 (1) 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 module 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 Mini Dissertation*

Less than 32 credits.

Short mini dissertation; implies finalised research comprising literature and study. (EM 05/09/2005), (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 (1) 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).

The GENERAL INSTITUTIONAL RULES were promulgated in terms of Act 101 of 1997 (as amended), Chapter 4, Par. 3.2(2)(b), taking into account the Joint Statute, promulgated in terms of the Universities Act, 61 of 1955 (as amended), as referred to in Act 101 of 1997, par. 74(6).

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.

Rules and Regulations were correct at time of printing. For any updates consult the website at [www.ufs.ac.za](http://www.ufs.ac.za)

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**GENERAL INSTITUTIONAL RULES CONCERNING FIRST BACCALAUREUS DEGREES AND CERTAIN DIPLOMAS/ CERTIFICATES**

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**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 (1) year, must apply for admission on the prescribed way before the date determined by the University each year. (EM 28/07/08).

**Reg. A2 – Admission: Degree study****National Benchmark Test (NBT): (EM 14/09/2009)**

1. The National Benchmark Tests (NBTs) are compulsory for all prospective first-year students at the University of the Free State (UFS) who have applied for admission to the Main Campus, South Campus, Qwaqwa Campus or NIHE in Kimberley (for UFS studies).
2. All prospective students must write the NBTs prior to registration at the UFS or NIHE in Kimberley (for UFS programmes).

**Rules 3-13 below do not apply to students who wish to study a programme within the School of Medicine or the School for Allied Health Professions (Nutrition and Dietetics, Occupational Therapy, Physiotherapy and Optometry). Rules 3-13 do apply to students applying for admission to the School of Nursing.**

3. All prospective students must write the Academic and Quantitative Literacy (AQL) Test, and students applying for admission to the Faculty of Economic and Management Sciences or the Faculty of Natural and Agricultural Sciences must also write the Mathematics test.
4. All students will be registered (during formal registration) for the applicable language or mathematics development module(s), unless they provide proof of a proficient score in the NBTs, which is based on the minimum performance level determined by the institution and articulated in the admission requirements.

5. Students who have not written the NBTs will have to complete the relevant development module(s), irrespective of their school-leaving results.
6. Students who start their first year of study at the beginning of the second semester are also required to write the tests prior to their registration. Credit for the development module, however, will only be reflected on their registration documents from the start of the first semester of the following year.
7. The relevant development module(s) must be taken during the student's first year of study.
8. Students who do not successfully complete the development module(s) in their first year of study must repeat the module(s) in their second year.
9. All students registered for development module(s) must successfully complete the module(s) during the course of their undergraduate studies; otherwise, the applicable qualification will not be awarded.
10. Distance learning and online students are exempt from writing the NBTs and therefore from the applicable development modules.
11. In order to ensure fairness and consistency of test interpretation, results of academic literacy or proficiency tests administered by other universities will not be acknowledged by the UFS, and prospective students thus will have to write the NBTs or comply with regulation 5.
12. Students who have transferred from other universities, having successfully completed at least their first year of study or a relevant development module, are exempt from writing the NBTs and will not be registered for the development modules, unless these modules constitute a formal component of their curriculum.
13. Students who have obtained a qualification(s) from another higher education institution and register for an additional undergraduate qualification at the UFS are exempt from writing the NBTs and from the relevant development module(s).

**(a) Students who passed the grade 12 examination from 2008 or later:**

- (i) Unless decided differently by the Senate, a student must, in order to be admitted to degree study, be in possession of the National Senior Certificate allowing admission to Bachelor's study that has been issued by the Matriculation Board and comply with the following admission requirements for specific study programmes.
- (ii) Admission requirements for specific study programmes:  
A minimum of 50% (achievement level 4) is required in your chosen UFS language of instruction. (Afr or Eng)

**Calculation (AP) with regards to candidates who passed Grade 12 in 2008 or later:**

- Admission points (AP) are calculated according to the four (4) compulsory subjects from the "designated" list and the best of two (2) other school subjects passed during one (1) examination session.
- The subject Life Orientation with an achievement level of five (5) or higher, receives only one (1) AP point.

NSC Performance level	UFS Admission point (AP)
7(90% - 100%)	8
7(80% - 89%)	7
6(70% - 79%)	6
5(60% - 69%)	5
4(50% - 59%)	4
3(40% - 49%)	3
2(30% - 39%)	2



- Admission to degree programmes: An AP of at least 30 points is required;
  - Admission to degree programmes of which the study period has been extended with one (1) year: An AP of 25 to 29 is required;
  - Admission to the LL.B. degree (4 years): An AP of at least 33 points is required;
  - Admission to the LL.B. degree (5 years): An AP of 30 is required;
  - Admission to the B.Ed. (Pre-school and Foundation Phase) (4 years) and B.Ed. (Intermediary phase) (4 years): An AP of at least 25 points is required;
- (iii) For admission to degree programmes from the University Preparation Programme (UPP).

The same requirements apply as contained in Regulation A2(b)(iii).

- (iv) Admission requirements in respect of the programmes below:

**FACULTY ECONOMIC AND MANAGEMENT SCIENCES**

Admission requirement subjected to change

**Private Sector Management**

<b>Programme code</b>	<b>Degree-, Diploma-/ Certificate code</b>	<b>Description of the degree/diploma/ certificate</b>	<b>Admission Requirements</b>
M6010	63011	B.Com. (General Management)	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 4 (50%)</li> </ul>
M6010	63021	B.Com. (Economics)	
M6010	63031	B.Com. (Investment Management and Banking)	
M6010	63041	B.Com. (Human Resource Management)	
		B.Com. (Entrepreneurship)	
M6010	63051	B.Com. (Marketing)	
M6010	63091	B.Com. (Law)	<ul style="list-style-type: none"> <li>• NSC + AP = 34</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 4 (50%)</li> </ul>
M6EXT	63381	B.Com. 4 year curriculum	<ul style="list-style-type: none"> <li>• NSC + AP = 25 - 29</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 3 (40%)</li> </ul>

Admission requirements are subject to change.

### Public Sector Management

Programme code	Degree-, Diploma-/ Certificate code	Description of the degree/diploma/ certificate	Admission Requirements
M6020	6310	B.Admin.	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> </ul>
M6EXT	63561	B.Admin 4 year curriculum	<ul style="list-style-type: none"> <li>• NSC + AP = 20 - 29</li> <li>• Language of instruction = Achievement level 4 (50%)</li> </ul>

Admission requirements are subject to change.

### Training of Accountants

Programme code	Degree-, Diploma-/ Certificate code	Description of the degree/diploma/ certificate	Admission Requirements
M6030	63191	B.Acc.	<ul style="list-style-type: none"> <li>• NSC + AP = 34</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 5 (60%)</li> <li>• Accounting = Achievement level 5 (60%)</li> </ul>
M6030	63211	B.Com. (Accounting)	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 4 (50%)</li> </ul>

Admission requirements are subject to change.

**FACULTY OF THE HUMANITIES**

Admission requirement subjected to change

## Degrees

Programme code	Degree-, Diploma-/ Certificate code	Description of the degree/diploma/ certificate	Admission Requirements
M1000	1300	B.A.	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> </ul>
M1000	1391	B.A. (Management)	
M1030	1323	B.A. (Language Practice)	
M1030	1361	B.A. (Corporate and Marketing Communication)	
M1030	1362	B.A. (Media Studies and Journalism)	
M1050	1304	B.A. (Human Movement Sciences)	
M1060	1315	B.A. (Governance and Political Transformation)	
M1000	1303	B.A. (Geography and Environmental Management)	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 4 (50%)</li> </ul>
M1120	1342	B.Mus.	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Music Literacy Unisa Grade 5 or equivalent</li> <li>• Music Performance Unisa Grade 7 or equivalent</li> <li>• Audition and theory proficiency test before 31 October compulsory.</li> <li>• Contact the Odeion School of Music for an appointment</li> </ul>
M1120	1330	B.A. (Music)	

M1120	1380	B.A. (Fine Arts)	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Portfolio of creative work or Evaluation test before 1 November.</li> </ul>
M1120	1311	B.A. (Drama and Theatre Arts)	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Drama experience at school level recommended</li> </ul>
M1EXT	1395	B.A. 4 year curriculum	<ul style="list-style-type: none"> <li>• NSC + AP = 25 - 29</li> <li>• Language of instruction = Achievement level 4 (50%)</li> </ul>

Admission requirements are subject to change.

### Social Sciences

Programme code	Degree- Diploma-/ Certificate code	Description of the degree/diploma/ certificate	Admission Requirements
M2100	2302	B.Soc.Sc. (Human and Societal Dynamics)	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> </ul>
M2EXT	2303	B.Soc.Sc. (Human and Societal Dynamics) 4 year curriculum	<ul style="list-style-type: none"> <li>• NSC + AP = 25 - 29</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Can only register for the extended programme (4 years)</li> </ul>
M2110	2330	Baccalaureus in Social Work	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%) plus selection</li> <li>• Closing date for applications 31 July 2012</li> </ul>

Admission requirements are subject to change.

**FACULTY OF HEALTH SCIENCES**

Admission requirement subjected to change

**School of Medicine**

<b>Programme code</b>	<b>Degree-, Diploma-/ Certificate code</b>	<b>Description of the degree/diploma/ certificate</b>	<b>Admission Requirements</b>
H8070	8302	B.Med.Sc.(Radiation Sciences)	<ul style="list-style-type: none"><li>• NSC + AP = 36</li><li>• Language of instruction = Achievement level 5 (60%)</li><li>• Mathematics = Achievement level 5 (60%)</li><li>• Physical Sciences = Achievement level 5 (60%)</li><li>• Life Sciences = Achievement level 5 (60%) (Recommended)</li><li>• Subject to selection. Writing of NBT is compulsory for selection.</li><li>• Closing date: 31 May 2012</li></ul>
H8110	8371	M.B.,Ch.B.	<ul style="list-style-type: none"><li>• NSC + AP = 36</li><li>• Language of instruction = Achievement level 5 (60%)</li><li>• Mathematics = Achievement level 5 (60%)</li><li>• Physical Sciences = Achievement level 5 (60%)</li><li>• Life Sciences = Achievement level 5 (60%)</li><li>• Subject to selection. Writing of NBT is compulsory for selection.</li><li>• Closing date: 31/05/2012</li></ul>

Admission requirements are subject to change.

### School for Allied Health Professions

Programme code	Degree-, Diploma-/ Certificate code	Description of the degree/diploma/ certificate	Admission Requirements
H8050	8311	B.Optomety	<ul style="list-style-type: none"> <li>• NSC + AP = 36</li> <li>• Language of instruction = Achievement level 5 (60%)</li> <li>• Mathematics = Achievement level 5 (60%)</li> <li>• Physical Sciences = Achievement level 5 (60%)</li> <li>• Life Sciences = Achievement level 5 (60%)</li> <li>• Subject to selection. Writing of NBT is compulsory for selection.</li> <li>• Closing date: 31 May 2012.</li> </ul>
H8030	8320	B.Sc.(Physiotherapy)	<ul style="list-style-type: none"> <li>• NSC + AP = 36</li> <li>• Language of instruction = Achievement level 5 (60%)</li> <li>• Mathematics = Achievement level 5 (60%) or Mathematical Literacy = Achievement level 5 (60%)</li> <li>• Physical Sciences = Achievement level 5 (60%) and/or Life sciences = Achievement level 5 (60%)</li> <li>• Subject to selection. Writing of NBT is compulsory for selection.</li> <li>• Closing date: 31 May 2012.</li> </ul>
H8040	8330	B.Occupational Therapy	<ul style="list-style-type: none"> <li>• NSC + AP = 36</li> <li>• Language of instruction = Achievement level 5 (60%)</li> <li>• Mathematics = Achievement level 5 (60%) or Mathematical Literacy = Achievement level 5 (60%)</li> <li>• Physical Sciences = Achievement level 5 (60%) and/or Life sciences = Achievement level 5 (60%)</li> <li>• Subject to selection. Writing of NBT is compulsory for selection.</li> <li>• Closing date: 31 May 2012.</li> </ul>
H8010	8360	B.Sc.(Dietetics)	<ul style="list-style-type: none"> <li>• NSC + AP = 36</li> <li>• Language of instruction = Achievement level 5 (60%)</li> <li>• Mathematics = Achievement level 5 (60%) or Mathematical Literacy = Achievement level 5 (60%)</li> <li>• Physical Sciences = Achievement level 5 (60%) and/or Life sciences = Achievement level 5 (60%)</li> <li>• Subject to selection. Writing of NBT is compulsory for selection.</li> <li>• Closing date: 31 May 2012.</li> </ul>

Admission requirements are subject to change.

### School of Nursing

Programme code	Degree, Diploma/ Certificate code	Description of the degree/diploma/ certificate	Admission Requirements
H8150	2320	B.Soc.Sc. (Nursing)	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 3 (40%) or Mathematical Literacy = Achievement level 6 (70%)</li> <li>• Life Sciences = Achievement level 5 (60%) or Physical Sciences = Achievement level 4 (50%)</li> <li>• Information Technology or Computer Application Technology *(recommended)</li> <li>• Recommendation: one subject from the three categories above plus selection</li> <li>• Closing date: 28 September 2012</li> </ul>

Admission requirements are subject to change.



**FACULTY OF NATURAL AND AGRICULTURAL SCIENCES**

Admission requirement subjected to change

**NATURAL SCIENCES****Mathematical Sciences**

<b>Programme code</b>	<b>Degree-, Diploma-/ Certificate code</b>	<b>Description of the degree/diploma/ certificate</b>	<b>Admission Requirements</b>
M4020	4331	B.Sc.: Mathematics and Applied Mathematics	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 7 (80%). Alternatively (senior students), a pass mark of at least 70% in WTW/WTV164 or at least 60% in WTW184 (Main Campus) or a pass in WTW134 is required.</li> </ul>
M4020	4332	B.Sc.: Financial Mathematics	
M4020	4333	B.Sc.: Mathematical Statistics	
M4020	4335	B.Sc.: Risk Analysis	
M4020	4396	B.Sc.: Economics	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%).</li> <li>• If WTW114 is chosen in the first year: Mathematics on performance level 7 (80%). Alternatively (senior students), a pass mark of at least 70% in WTW164/WTV164 or at least 60% in WTW184 or a pass in WTW134 is required. If WTW134 is chosen in the first year: Grade 12 Mathematics (HG) E or SG (C) or performance level 5 or (senior students) WTW164/WTV164 or WTW184 (Main Campus).</li> </ul>
M4020	4336	B.Sc.: Actuarial Science	<ul style="list-style-type: none"> <li>• NSC + AP = 34</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics on performance level 7 (80%). Alternatively, (senior students) a pass</li> </ul>

M4020	4394	B.Sc.: Investment Science	mark of at least 70% in WTW164/WTV164 or at least 60% in WTW184 (Main Campus) or a pass in WTW134 is required.
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Admission requirements are subject to change.

**B.Sc (Engineering Science) – Learning programme**

**B.Sc (Eng Sc) 3 years (B,Sc degree which includes engineering science subjects)**

Programme code	Degree-, Diploma-/ Certificate code	Description of the degree/diploma/ certificate	Admission Requirements
		B.Sc.: Engineering Science	<ul style="list-style-type: none"> <li>• <b>Subject to selection</b></li> <li>• A minimum admission point of 34 (without calculating Life Orientation)</li> <li>• Mathematics on achievement level 7 (80%)</li> <li>• Physical Science on achievement level 6 (70%)</li> <li>• Achievement level 4 (50%) for an official tuition language</li> <li>• Closing date: 28 September 2012</li> </ul>

Admission requirements are subject to change.

### Chemical and Physical Sciences

Programme code	Degree-, Diploma-/ Certificate code	Description of the Degree/ Diploma/ Certificate	Admission Requirements
M4030	4342	B.Sc.: Physics	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 5 (60%). Alternatively (senior students), a pass mark in WTW164/WTV164 is required.</li> <li>• Life Sciences = Achievement level 5 (60%) or Physical Sciences on performance level 4 (50%).</li> <li>• If the modules WTW114 and/or WKS114 are included in the learning programme, Mathematics = Achievement level 7 (80%) required. Alternatively (senior students), a pass mark of at least 70% in WTW164/WTV164 or 60% in WTW184 (Main Campus) or a pass in WTW134 is required.</li> </ul>
M4030	4347	B.Sc.: Material Science	
M4030	4343	B.Sc.: Chemistry	
M4030	4388	B.Sc. Chemistry / Physics and Biology	
M4050	4371	B.Sc. Chemistry and Management	
M4030	4344	B.Sc.: Astrophysics	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 7 (80%). Alternatively (senior students), a minimum mark of 70% in WTW164/WTV164 is required.</li> <li>• Life Sciences = Achievement level 5 (60%) or Physical Sciences = Achievement level 4 (50%).</li> </ul>

Admission requirements are subject to change.

## Geography

Programme code	Degree-, Diploma-/ Certificate code	Description of the degree/diploma/ certificate	Admission Requirements
M4040	4362	B.Sc.: Geography	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 5. Alternatively (senior students), a pass mark in WTW164/WTV164 is required.</li> <li>• Life Sciences = Achievement level 5 (60%) or Physical Sciences = Achievement level 4 (50%).</li> <li>• If the modules WTW114 and/or WKS114 are included in the learning programme, Mathematics = Achievement level 7 (80%) is required. Alternatively (senior students), a pass mark of at least 70% in WTW164/WTV164 or 60% in WTW184 (Main Campus) or a pass in WTW134 is required.</li> </ul>
M4040	4364	B.Sc.: Environmental Geography	

Admission requirements are subject to change.

## Geology

Programme code	Degree-, Diploma-/ Certificate code	Description of the degree/diploma/certificate	Admission Requirements
M4040	4361	B.Sc.: Geology	<ul style="list-style-type: none"> <li>• <b>Subject to selection</b></li> <li>• NSC + AP = 30 (An AP 34 and higher is highly recommended).</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 5 (60%). Alternatively (senior students), a pass mark in WTW164/WTV164 is required.</li> <li>• Physical Sciences = Achievement level 4 (50%). Alternatively (senior students) a pass mark in CHE122 and CHE142 is required.</li> <li>• <b>Closing date: 31 May 2012</b></li> </ul>
M4040	4365	B.Sc.: Environmental Geology	
M4040	4389	B.Sc. : Geochemistry	

Admission requirements are subject to change.

### Biological Sciences

Programme code	Degree-, Diploma-/ Certificate code	Description of the degree/diploma/ certificate	Admission Requirements
M4010	4302	B.Sc.: Botany	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 5 (60%). Alternatively (senior students), a pass mark in WTW164/WTV164 is required.</li> <li>• Life Sciences = Achievement level 5 (60%) or Physical Sciences = Achievement level 4 (50%).</li> <li>• If the modules WTW114 and/or WKS114 are included in the learning programme, Mathematics on performance level 7 (80%) is required. Alternatively (senior students), a pass mark of at least 70% in WTW164/WTV164 or with 60% in WTW184 (Main Campus) or a pass in WTW134 is required.</li> </ul>
M4010	4303	B.Sc.: Zoology	
M4010	4304	B.Sc.: Entomology	
M4010	4305	B.Sc.: Microbiology	
M4010	4306	B.Sc.: Biochemistry	
M4010	4307	B.Sc.: Genetics	
M4010	4308	B.Sc.: Plant Molecular Biology	
M4010	4358	B.Sc.: Plant Health	
M4010	4376	B.Sc.: Human Molecular Biology	
M4010	4377	B.Sc.: Behaviour Genetics	

Admission requirements are subject to change.

### Information Technology

Programme code	Degree-, Diploma-/ Certificate code	Description of the degree/diploma/ certificate	Admission Requirements
M4060	4381	B.Sc.(IT): Mathematics	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 7 (80%)</li> <li>• Physical Science = Achievement level 4 (50%) or Life Sciences on performance level 5 (60%)</li> </ul>
M4060	4301	B.Sc.(IT): Information systems	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics level 4 (50%) for WTW174 or Mathematics level 5 (60%) for WTW134.</li> </ul>
M4060	4383	B.Sc.(IT): Geographical Information Systems (GIS)	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 7 (80%) for WTW114 / WTW124 or Mathematics = Achievement level 5 (60%) for WTW134 / WTW144</li> <li>• Physical Science on performance level 4 (50%) or Life Sciences on performance level 5 (60%)</li> </ul>

Admission requirements are subject to change.

### Building Sciences

Programme code	Degree-, Diploma-/ Certificate code	Description of the degree/diploma/certificate	Admission Requirements
M4100	4310	B.Arch.Stud.	<ul style="list-style-type: none"> <li>• <b>Subject to Selection</b></li> <li>• NSC + AP = 30 (AP of 34 and higher is recommended)</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 5 (60%). Alternatively (senior students), a pass mark in WTW164/WTV164 is required.</li> <li>• Physical Sciences = Achievement level 4 (50%).</li> <li>• A portfolio of creative work must be handed in during or prior to a selection interview.</li> <li>• <b>Closing date: 31 May 2012.</b></li> </ul>
M4090	4386	B.Sc.: QS	<ul style="list-style-type: none"> <li>• <b>Subject to Selection</b></li> <li>• NSC + AP = 30 (An AP of 34 and higher is strongly recommended)</li> </ul>
M4090	4324	B.Sc.: QS Open learning	<ul style="list-style-type: none"> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 5 (60%). Alternatively (senior students), a pass mark in WTW164/WTV164 is required.</li> </ul>
M4090	4387	B.Sc.: Construction Management	<ul style="list-style-type: none"> <li>• One of the following on performance level 4 (50%): Physical Sciences, Economics, Business Studies and Accounting.</li> </ul>
M4090	4392	B.Sc.: Construction Management Open Learning	<ul style="list-style-type: none"> <li>• <b>Closing date: 31 May 2012.</b></li> </ul>

M4090	4321	B.(LPM) in Land and Property Development Management	<ul style="list-style-type: none"> <li>• <b>Subject to Selection</b></li> <li>• NSC + AP = 30 (An AP of 34 and higher is strongly recommended)</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 5 (60%). Alternatively (senior students), a pass mark in WTW164/WTV164 is required.</li> <li>• One (1) of the following = Achievement level 4 (50%): <ul style="list-style-type: none"> <li>• Physical Sciences,</li> <li>• Economics,</li> <li>• Business Studies,</li> <li>• Accounting and</li> <li>• Geography.</li> </ul> </li> <li>• <b>Closing date: 31 May 2012.</b></li> </ul>
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Admission requirements are subject to change.

#### Consumer Sciences and Home Economics programmes

Programme code	Degree-, Diploma-/ Certificate code	Description of the degree/diploma/ certificate	Admission Requirements
M4070	4351	B.Consumer Science: General	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> </ul>
M4070	4352	B.Consumer Science: Food	
M4080	4354	B.Sc. Home Economics: Food	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> </ul>

Admission requirements are subject to change.



### B.Sc. 4 year curriculum

Programme code	Degree-, Diploma-/ Certificate code	Description of the degree/diploma/ certificate	Admission Requirements
M4EXT	4393	B.Sc.: 4 year curriculum (Extended Programme)	<ul style="list-style-type: none"> <li>• NSC + AP = 25 - 29</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 3 (40%)</li> <li>• Physical Sciences = Achievement level 3 (40%) or Life Sciences = Achievement level 4 (50%)</li> </ul>

Admission requirements are subject to change.

### AGRICULTURE

#### B.Agric. degrees

Programme code	Degree-, Diploma-/ Certificate code	Description of the degree/diploma/ certificate	Admission Requirements
M5000	5311	B.Agric.: Irrigation Management	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 3 (40%)</li> </ul>
M5000	5312	B.Agric.: Animal Production Management	
M5000	5313	B.Agric.: Mixed-Farming Management	
M5000	5314	B.Agric.: Economics	
M5000	5316	B.Agric.: Agricultural Management	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> </ul>
M5000	5317	B.Agric.: Wildlife Management	<ul style="list-style-type: none"> <li>• Mathematics = Achievement level 3 (40%)</li> </ul>

Admission requirements are subject to change.

### B.Sc.Agric. degrees

Programme code	Degree-, Diploma-/ Certificate code	Description of the degree/diploma/ certificate	Admission Requirements
M5000	5321	B.Sc.Agric.: Agronomy and Soil Science	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 5 (60%). Alternatively (senior students), a pass mark in WTW164/WTV164 is required.</li> <li>• Life Sciences = Achievement level 5 (60%) or Physical Sciences on performance level 4 (50%).</li> </ul>
M5000	5322	B.Sc.Agric.: Agronomy and Agricultural Economics	
M5000	5323	B.Sc.Agric.: Agronomy and Agrometeorology	
M5000	5324	B.Sc.Agric.: Agronomy and Plant Breeding	
M5000	5325	B.Sc.Agric.: Agronomy and Plant Pathology	
M5000	5326	B.Sc.Agric.: Agronomy and Animal Science	
M5000	5327	B.Sc.Agric.: Agronomy and Food Science	
M5000	5329	B.Sc.Agric.: Irrigation Science and Agronomy	
M5000	5330	B.Sc.Agric.: Irrigation Science and Soil Science	
M5000	5331	B.Sc.Agric.: Irrigation Science and Natural Resources	
M5000	5332	B.Sc.Agric.: Plant Pathology and Entomology	

M5000	5334	B.Sc.Agric.: Soil Science and Agrometeorology	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 5 (60%). Alternatively (senior students), a pass mark in WTW164/WTV164 is required.</li> <li>• Life Sciences = Achievement level 5 (60%) or Physical Sciences on performance level 4 (50%).</li> </ul>
M5000	5335	B.Sc.Agric.: Soil Science and Plant Pathology	
M5000	5336	B.Sc.Agric.: Soil Science and Grassland Science	
M5000	5337	B.Sc.Agric.: Agricultural Economics: General	
M5000	5338	B.Sc.Agric.: Agricultural Economics and Natural Resources	
M5000	5339	B.Sc.Agric.: Agricultural Economics and Food Science	
M5000	5340	B.Sc.Agric.: Agrometeorology and Plant Pathology	
M5000	5341	B.Sc.Agric.: Agrometeorology and Grassland Science	
M5000	5342	B.Sc.Agric.: Plant Breeding and Grassland Science	
M5000	5343	B.Sc.Agric.: Plant Pathology and Plant Breeding	
M5000	5344	B.Sc.Agric.: Animal Science and Agricultural Economics	
M5000	5345	B.Sc.Agric.: Animal Science	
M5000	5346	B.Sc.Agric.: Animal Science and Food Science	
M5000	5347	B.Sc.Agric.: Animal Science and Grassland Science	
M5000	5348	B.Sc.Agric.: Food Science and Biochemistry	

M5000	5349	B.Sc.Agric.: Food Science and Microbiology	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Mathematics = Achievement level 5 (60%). Alternatively (senior students), a pass mark in WTW164/WTV164 is required.</li> <li>• Life Sciences = Achievement level 5 (60%) or Physical Sciences on performance level 4 (50%).</li> </ul>
M5000	5350	B.Sc.Agric.: Food Science and Chemistry	
M5000	5351	B.Sc.Agric.: Agronomy and Entomology	

Admission requirements are subject to change.

### **FACULTY OF EDUCATION**

**Admission requirement subjected to change**

<b>Programme code</b>	<b>Degree-, Diploma-/ Certificate code</b>	<b>Description of the Degree/ Diploma/Certificate</b>	<b>Admission Requirements</b>
M7130	7311	B.Ed. (Pre-school and Foundation Phase)	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Admission is subject to selection</li> <li>• Students with an NSC and Admission Point (AP) of 25 - 29 can be admitted, subject to the inclusion of a Life Orientation module (DLO112) as an additional module in the first semester of their first year. Important:</li> <li>• Additional admission requirements are applicable regarding the following disciplines. Contact the appropriate Faculty in this regard: Fine Arts; Drama and Theatre Arts; Chemistry, Physics and Computer Information Systems; Music; Sesotho and Mathematics</li> </ul>
M7130	7312	B.Ed. (Intermediate Phase)	

M7130	7314	B.Ed. (Further Education and Training Phase)	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Admission is subject to selection Important:</li> <li>• Additional admission requirements are applicable regarding the following disciplines. Contact the appropriate Faculty in this regard: Fine Arts; Drama and Theatre Arts; Chemistry, Physics and Computer Information Systems; Music; Sesotho and Mathematics</li> </ul>
M7EXT	7318	B.Ed. (Further Education and Training Phase) 5 year curriculum	<ul style="list-style-type: none"> <li>• NSC + AP = 25-29</li> <li>• Language of instruction = Achievement level 4 (50%)</li> <li>• Admission is subject to selection Important:</li> <li>• These students will not be allowed to change to the B.Ed. four-year curriculum. Applicants with an AP of less than 25 will be referred to the UPP.</li> </ul>

Admission requirements are subject to change.

### **FACULTY OF LAW**

**Admission requirement subjected to change**

<b>Programme code</b>	<b>Degree-, Diploma-/ Certificate code</b>	<b>Description of the Degree/ Diploma/Certificate</b>	<b>Admission Requirements</b>
M3000	3302	LL.B. 4 years	<ul style="list-style-type: none"> <li>• NSC + AP = 33</li> <li>• Language of instruction = Achievement level 6 (70%)</li> <li>• Mathematics = Achievement level 4 (50%) or Mathematical Literacy = Achievement level 6 (70%)</li> </ul>

M3EXT	3303	LL.B. 5 year curriculum	<ul style="list-style-type: none"> <li>• NSC + AP = 28 - 32</li> <li>• Language of instruction = Achievement level 4 (50%) Notwithstanding this:</li> <li>• a candidate in possession of a National Senior Certificate with an AP of 25 - 27, and who has successfully completed the first year of study of an extended degree/ programme; or</li> <li>• an AP of less than 25 and who has successfully completed the entire UP can, at the recommendation of the Dean be admitted to either a first or second year of study of the 5 year LLB</li> </ul>
M3000	3323	B Iuris: Financial Planning Law (3 years)	<ul style="list-style-type: none"> <li>• NSC + AP = 30</li> <li>• Language of instruction = Achievement level 4 (50%) Notwithstanding this:</li> <li>• a candidate in possession of a National Senior Certificate with an AP of 25 - 27, and who has successfully completed the first year of study of an extended degree/programme; or</li> <li>• (ii) an AP of less than 25 and who has successfully completed the entire UPP can, at the recommendation of the Dean be admitted to either a first or second year of study of the 5 year LLB</li> </ul>
M3000	3324	B Iuris: Occupational Risk Law (3 years)	
M3000	3325	B Iuris: Criminal Justice law (3 years)	

Admission requirements are subject to change.

**FACULTY THEOLOGY****Admission requirement subjected to change****Degrees**

<b>Programme code</b>	<b>Degree-, Diploma-/ Certificate code</b>	<b>Description of the degree/diploma/ certificate</b>	<b>Admission Requirements</b>
M9000	9400	B.Div	<ul style="list-style-type: none"><li>• NSC + AP = 30</li><li>• Language of instruction = Achievement level 4 (50%)</li></ul>
M9EXT	9401	B.Div (Extended)	<ul style="list-style-type: none"><li>• NSC + AP = 25 – 29</li><li>• Language of instruction = Achievement level 4 (50%)</li></ul>

Admission requirements are subject to change.

**(a) Admission requirements for specific fields of study for candidates who passed grade 12 prior to 2008:**

- (i) Unless decided differently by the Senate, 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 or via the University Preparation Programme (UPP) of the University.
- (ii) For admission to degree programmes the formula (M score) below applies:
  - M-scores are calculated on the basis of symbols obtained in the six (6) best matriculation subjects (without taking into account HG or SG), passed in one (1) examination sitting.

<b>Symbol</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
HG	8	7	6	5	4	3
SG	6	5	4	3	2	1

- Admission to degree programmes: An M score of at least 30 points is required;
  - Admission to degree programmes of which the study period has been extended with one (1) year: An M score of 24 to 27 is required;
  - Admission to the LL.B. degree (4 years): An M score of at least 34 is required;
  - Admission to the LL.B. degree (5 years): An M score of 30 is required;
  - Admission to the B.Ed. (Pre-school and Foundation Phase) (4 years) and B.Ed. (Intermediary phase) (4 years): An M score of at least 25 is required;
- (iii) For admission to degree programmes from the University Preparation Programme (UPP).

**1. South African citizens**

Humanities, Economic and Management Sciences and Natural and Agricultural Sciences.

- (i) Pass at least two (2) 16 credit modules presented by the University.
- (ii) A module mark of at least 40 per cent in both disciplines at the Technical College

OR

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

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



## Humanities and ENG191

- (i) Pass the three (3) 16 credit modules presented by the University.
- (ii) A module mark of at least 40 per cent must be obtained in N4 in Computer Practice  
OR  
if a module mark of less than 40 per cent was obtained in N4 Computer Practice, at least 40 per cent must be obtained in the examination for the discipline.
- (iii) Attendance figure of at least 75 per cent in the Basic Module in Lifelong Learning.

## 2. Students from the SADC countries

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

### (i) Students older than 23 years

Pass in at least three (3) O level subjects (including English Language) in which at least C symbols were obtained in **two (2)** of the subjects.

### (ii) Students under the age of 23 years

Pass in at least four (4) O level subjects (including English Language) in which at least C symbols were obtained in **three (3)** of the subjects.

**NB** No credits in respect of UFS academic modules that were passed in the University Preparation Programme (UPP) can be acknowledged in terms of the current Matriculation Board regulations for the group. The principle differs from South African students in the UPP because they do comply with the Matriculation Board regulations (at least RSA Senior Certificate).

The same requirements for admission to the University from the University Preparation Programme (UPP) will apply to this group of students.

- 3. Students need to take note that certain modules requires pre requirements regarding grade 12 subjects before registration can follow. See Faculty yearbooks in this regard.

## T2 – Clarifying information

### PLEASE NOTE:

- (a) 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 education department concerned or from the Matriculation Board, P.O. Box 3854, Pretoria, 0001.

- (b) 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.

**Reg. A3 – Admission: Diploma and Certificate study**

**(a) Students who passed the grade 12 examination from 2008 or later:**

(i) Admission to certificate programmes:

- Unless decided differently by the Senate, a student must, in order to be admitted to certificate programmes, be in possession of the National Senior Certificate and comply with the following requirements:
- A performance level of at least three (3) (40-49%) in Life Orientation, the first language and a subject of choice;
- A performance level of at least two (2) (30-39%) in the other four (4) subjects;
- An AP of at least 17; and
- A Performance level of at least four (4) (50-59%) in the instruction language Afrikaans or English.

(ii) Admission to diploma programmes:

- Unless decided differently by the Senate, a student must, in order to be admitted to diploma programmes, be in possession of the National Senior Certificate and comply with the following requirements:
- A performance level of at least three (3) (40-49%) in any four (4) recognised 20 credit subjects, not only from the appropriate list.
- An AP of at least 23; and
- A performance level of at least four (4) (50-59%) in the instruction language Afrikaans or English.

(iii) For admission to diploma and certificate programmes, the formula (AP) below applies

- Admission points (AP) is calculated on the basis of the four (4) subjects from the "designated list" and the best of two (2) subjects from the other school subjects passed in one (1) examination session.
- The subject Life Orientation with a performance level of five (5) or higher, receive only one (1) TP point.

NSC Performance level	UFS Admission point (AP)
7(90% - 100%)	8
7(80% - 89%)	7
6(70% - 79%)	6
5(60% - 69%)	5
4(50% - 59%)	4
3(40% - 49%)	3
2(30% - 39%)	2

(iv) Admission requirements in respect of the programmes below:

**FACULTY OF THE HUMANITIES**

Admission requirement subjected to change

**Diplomas**

Programme code	Degree-, Diploma-/ Certificate code	Description of the Degree/ Diploma/Certificate	Admission Requirements
M1D0	1011	Diploma in Music	<ul style="list-style-type: none"> <li>● NSC + AP = 25</li> <li>● Language of instruction = Achievement level 4 (50%)</li> <li>● Music Literacy Unisa Grade 3 or equivalent</li> <li>● Music Performance Unisa Grade 4 or equivalent</li> <li>● Audition and theory proficiency test before 31 October compulsory. Contact the Odeion School of Music for an appointment.</li> </ul>
M1D0	1090	Diploma in Fine Arts	<ul style="list-style-type: none"> <li>● NSC + AP = 30</li> <li>● Language of instruction = Achievement level 4 (50%)</li> <li>● Portfolio of creative work or Evaluation test before 1 November.</li> </ul>

**(b) Students who passed the grade 12 examination prior to 2008**

- (i) Unless decided differently by the Senate, a student must, in order to be admitted to diploma/certificate or occasional study, be in possession of a Senior Certificate and comply with the following admission requirements for specific study programmes.
- (ii) For admission to certificate and diploma programmes the formula (M score) below applies:
  - M-scores are calculated on the basis of symbols obtained in the six (6) best matriculation subjects (without taking into account HG or SG), passed in one (1) examination sitting.

Symbol	A	B	C	D	E	F
HG	8	7	6	5	4	3
SG	6	5	4	3	2	1

**T3 – Clarifying information**

**PLEASE NOTE**

- (a) 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 education departments concerned or from the Matriculation Board, P.O. Box 3854, Pretoria, 0001.
- (b) Students who still have to sit for re-examinations pertaining to the NSC examination or who have applied for remarking with a view to meeting the necessary admission requirements, are not admitted to the University.

**Reg. A4 – Admission: Occasional Study and University Preparation Programme**

**(a) Students who passed the grade 12 examination prior to 2008;**

**(i) Occasional Study:**

- Subject to the stipulations of Rules A8 (b) and (e), a student wishing to be admitted to occasional study, must meet the requirements set out in Rule A3 (a).
- 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 of Health Sciences to do so.

- Students wishing to register for modules offered in selection programmes, must comply with the admission requirements of the programme (EM 28/07/2008).
- 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 degree/diploma purposes, may be granted by the Dean. As such modules have been completed prior to effective University entrance exception credit for such modules may not be granted should such a student later qualify for admission to undergraduate programmes.

**(ii) University Preparation Programme (UPP):**

Unless decided differently by the Senate, a student must, in order to be admitted to the University Preparation Programme (UPP), be in possession of the National Senior Certificate and comply with the following requirements:

A performance level of three (3) (40-49%) in any four (4) recognised 20 credit subjects, not only from the appropriate list;

- An AP of at least 20;
- A performance level of three (3) (40-49%) in the instruction language English.
- In Oudtshoorn: A performance level of three (3) (40-49%) in the instruction language Afrikaans.

**(b) Students who passed the grade 12 examination from 2008 and onwards:**

**(i) Occasional Study:**

- Subject to the stipulations of Reg A8(b) and (e), a student wishing to be admitted to occasional study, must meet the requirements set out in Reg A3(a).
- 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 of Health Sciences beforehand to do so.
- Students wishing to register for modules offered in selection programmes, must comply with the admission requirements of the programme (EM 28/07/2008).
- 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 degree/diploma purposes, must be considered by the Dean. Such modules will only be considered for recognition for degree/diploma purposes at the recommendation of the Dean concerned.

**(ii) University Preparation Programme (UPP)**

Persons who do not comply with the admission requirements of the University as set out in Reg. A2, A3 and A4, may possibly be admitted to the University Preparation Programme (UPP).

**T4 – Clarifying Information**

Information regarding the University Preparation Programme can be obtained from:

Mr PI Makae  
SHOSO  
University of the Free State  
P.O. Box 3435 or 339  
BLOEMFONTEIN  
9300

e-mail: [makaep@ufs.ac.za](mailto:makaep@ufs.ac.za)  
Tel.: (051) 505 1201 / 1362 / 1430  
Fax: (051) 505 1205 / 086 610 5776

**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 Rules 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.

- (b) 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 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 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 Rule 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 22/11/2006).
- (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 Rule A19, comply with the rules 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 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 Rules 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 Rules applying during the year in which the change is made, except in cases where the dean concerned approves a deviation in terms of Rule 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 Institutional Rules .
- (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**

- (i) 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.
- (ii) Candidates who, after interruption of studies and who have passed modules, re-apply for admission, must apply via the RPL process for the recognition of the passed modules. (ECS 08/11/2010)

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

- (a) A student enrolled at this University may only with the written permission of the dean/deans be registered simultaneously for more than one first qualification.
- (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, 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. (EM 28/07/2008).
- (c) With the exception of the BML and the M.B., Ch.B., and subject to the stipulations of Rules A6(b) and (e), a student studying at this University must comply with the Rules applying at the date of first registration for the minimum study period for the specific qualification plus two years, where-after the Dean may decide otherwise. (EM 23/08/2004).
- (d) Subject to the stipulations of Rules 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 prerequisite for modules set out in the faculty regulations, a student can register for a module without meeting the prerequisite 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. (EM 28/07/2008).
- (f) For students registering from 2012 and onwards the module UFS101 is a compulsory credit-bearing module for a first degree or diploma qualification. (ECS 28/11/11).

- (g) (i) Mainstream students (those in a programme that is designed for completion in the minimum period stipulated) register for UFS101 in the first year of study. Mainstream student status is determined by the relevant AP score.
- (ii) Extended programme and diploma students registered for UFS101 in the second year of study, except those third years of study:
  - Extended degree programme in Economic and Management Sciences who join the module in their third year of study;
  - B.Ed. (Foundation and Intermediary Phase) who have an AP score less than the mainstream requirement and who join the module in their second year of study;
- (h) Students registered for UFS101 must meet the minimum attendance requirements approved by the Senate;
  - Students who successfully complete UFS101 earn an additional 16 credits for the qualification for which they are registered. (ECS 28/11/11)

### **T8 – Clarifying information**

- (a) For the enforcement of Rule of A8 (b) the relevance of the modules should be taken into account together with the Module and Venue Table. (EM 31/07/2006)
- (b) (i) For the application of Rule 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.
- (ii) With regard to Reg. A8(c) the dean can only decide differently if the outstanding modules are not more than the success obtained in any of the preceding years. (GRC 07/06/2008)
- (c) Where a specific module is named as a prerequisite for another module, it implies that the first module must be fully passed before admission to a second module can be granted.  
  
The application of the abovementioned prerequisite and where a specific percentage is required as a prerequisite will be the responsibility of the head of the department and programme director concerned. (GRC 07/06/2008).
- (d) Where “min.” appears before the module named as a prerequisite, 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 prerequisite can be granted.  
  
The application of the abovementioned prerequisite and where a specific percentage is required as a prerequisite will be the responsibility of the head of the department and programme director concerned. (GRC 07/06/2008).
- (e) Modules passed at another higher educational institution, but which are not recognised for qualification purposes at this University, can be recognised as prerequisite 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 Rules A8 (a) and (b) and excepting the stipulations of Rule 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 by this University), 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 (2) years;
- (c) at least half the prescribed modules/credits have been passed at this University;
- (d) recognition with regard to final-year modules passed at another University on the highest level of a qualification, will not be granted. (EM 28/07/2008).
- (e) for the rest all the other preconditions for the qualification concerned are met.

### **T10 - Clarifying Information**

- i) utmost 50% of previous passed modules be considered for recognitions via RPL;
- ii) and comply with the minimum residential time. (ECS 22/11/10)

### **Reg. A11 - Recognition of modules passed prior to obtaining a qualification of this University**

The Registrar can grant recognition for modules passed to a student who changes from one (1) 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.

- i) utmost 50% of previous passed modules be considered for recognitions via RPL;
- ii) and comply with the minimum residential time. (ECS 22/11/10)

### **Reg. A12 - Recognition of modules passed after obtaining a qualification at this University**

The Registrar 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 Rules (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 (2) academic years, except in the case of the M.B., Ch.B., in which case the student must register for at least the four (4) final years of study.

## T12 – Clarifying information

- (a) 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. (EM 31/07/2006).
- (b) Not exceeding 50% exemptions on previous passed modules be determine by RPL. (GRC 22/11/2010).

## 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 Rule A12 apply *mutatis mutandis*.

## Reg. A14 - Module Mark / Admission to examinations

- a) To be admitted to the official examination, except if the Dean decides to otherwise, a minimum module mark of at least 40% must be obtained to enable a student to write the final official examination. (Faculty of Health Science requires a minimum mark of at least 45%) (ECS 25/07/11)
- b) A module mark results from assessment of student performance in a particular module.
- c) A module mark, obtained for a module, is valid only for the examinations that apply to that module. In the case where a module must be repeated, a new module mark has to be earned.
- d) To be admitted to an examination, **except if the dean decides otherwise**, a student has to comply with all requirements for sub minimums and assignments outlined in the study guide for a particular module.

## T14 Clarifying information:

A Student repeating a module that includes a practical component (such as Chemistry, Microbiology, etc.) may apply for the mark obtained for the practical component to be taken into account in the calculation of the new module mark, provided that at least 50% was obtained in the practical component. Health Science and Industrial Psychology are excluded. (ECS 25/07/11).

## Reg. A15 – Examination opportunities

- (a)
  - (i) The main mid-year-examination and the additional end-of-year examination are compulsory in accordance with the General Institutional Rules of the University and the relevant faculty rules.
  - (ii) With the exception of the School of Medicine, the School of Allied health Professions, Music Studies, Choir conducting and Church Organ studies, one (1)

examination opportunity will be scheduled per semester, namely, in midyear and for first semester modules and end of the year for second semester modules, and the main and additional end-of-the-year-examinations apply to all the modules that were presented over a period of an academic year. No further examinations exist.

- (iii) In respect of practical examinations and where a system of continuous evaluation is used, the additional examination does not apply. With the exception of UFS 101, where an additional examination will take place during the additional end-of-year examination. (ECS 05/03/2012)
  - (iv) In respect of clinical examinations in the School of Medicine examinations are only written during the main examination. Students may qualify for an additional examination in terms of the Rules as contained in the calendar of the Faculty of Health Sciences.
- (b) A student who does not participate in the main mid-year examination, must apply to participate in the mid-year additional examination.
  - (c) A student who does not participate in the main end-of-year examination must apply to participate in the additional end-of-year examination.
  - (d) A student who participated in the scheduled main examination 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 relevant additional examination, without applying to participate. If a final mark of less than 45 per cent was obtained, the module must be repeated.
  - (e) A student who participated in the scheduled main examination 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 relevant additional examination without applying to participate.
  - (f) A student in his/her final year who has to extend his/her study period in obtaining the qualification, after writing the main mid-year examination because he/she failed only one module during the main mid-year examination (all other modules of the 1<sup>st</sup> semester must be passed) without considering the main end-of-year examination that would still have to be written, may be admitted to the additional mid-year examination. The approval that a student obtained to participate in the additional mid-year examination based on medical, psychological, compelling, and compassionate or timetable reasons, will be subject to the stipulations pertaining to the granting of special examinations.
  - (g) A student in his/her final year who has to extend his/her study period in obtaining the qualification, after writing the main end-of-year examination (all other modules must be passed) because he/she failed only one (1) module during the main end-year examination may be admitted to the additional end-of-year examination. The approval that a student obtained to participate in the additional end-of-year examination based on medical, psychological, compelling, and compassionate or timetable reasons, will be subject to the stipulations pertaining to the granting of special examinations.

## **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.
- (iii) Students must take note that the additional examination does not give any opportunity to re-assessment or special examinations. (GRC 07/06/2008).
- (iv) Candidates who obtained the 40% semester mark and failed the main examination, may automatically be admitted to a special examination in terms of (f) and (g). (Faculty of Health Sciences requires 45%). (ECS 03/09/12)
- (v) Candidates who did not obtain the required minimum mark of 40% for admission to the examination, but who have only one module outstanding in terms of (f) and (g), may apply via the Dean for a special examination. If approved, the obtained semester mark must be taken into account when calculating the final result obtained in the additional examination. (ECS 03/09/12)
- (vi) Candidates who are, in terms of (f) and (g), short of two modules up to the credit value of at most 16 credits, may also apply via the Dean for special examinations in such modules. If approved, the obtained semester mark must be taken into account when calculating the final result obtained in the additional examination. (ECS 03/09/12)

## **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 at least 40 percent and not more than 50 percent will be stipulated per paper/section. (EM 28/07/2008).
  - (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.
- (e) 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 Rule A17 and A20.
- (b)
  - (i) Students who have successfully completed a module, but who would like to improve their final mark, may apply to sit for the additional examination, provided that a final mark of at least 60 percent was obtained.
  - (ii) Candidates who want to improve their marks towards admission to Honours study, must apply to improve their final mark in the relevant additional examination subject to approval from the Dean. (ECS 22/11/2010).
- (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. (ECS 22/11/2010)
- (c) If a student has passed more than the minimum number of prescribed modules, the Registrar will take an ad-hoc decision as to which modules will be taken into account.

#### **T18 – Clarifying information**

- (i) 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 (1), two (2) or three (3)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).

- (ii) See Annexure 3 for the awarding of Deans' and Senates' medals.



### **Reg. A19 – Re-admission and permanently barring 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 ECS permanently bar the student concerned in that particular field of study
  - (ii) Before the Dean makes a recommendation such as the above-mentioned to the ECS, the student should be informed in writing of the Dean's intention and provided with the reasons, to give him / her 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 ECS in which he / she states reasons why he / she should not be permanently barred in the field of study concerned.
- c) With regard to the "extended" programmes, the following applies:

With the exception of the Faculty of Natural and Agricultural Sciences, a student must meet the following requirements for admission to modules of the second year of study:

1. Must have obtained at least 64 credits in the first year of study of which
  - (i) at least 32 of the 64 credits must be in respect of mainstream modules;
  - (ii) must have passed at least an additional two development modules, of which Mathematic Literacy must be one in the case of students in the Faculty of Economic and Management Sciences.
2. In the case of the Faculty of Natural and Agricultural Sciences, at least 80 credits must be obtained in the first year of study, of which
  - (i) at least 32 must be in respect of mainstream modules, and
  - (ii) at least an additional 48 in respect of development modules.
3. Students who obtained fewer than 64 credits (or fewer than 80 credits in the Faculty of Natural and Agricultural Sciences) and students who obtained 64 credits or more (80 credits or more in the Faculty of Natural and Agricultural Sciences), but failed to meet the requirements with regard to mainstream modules and/or development modules, may only repeat the failed modules.

4. In order to continue with the third year of study or switch to a mainstream programme, all modules of the first and second year of study must have been completed successfully.
5. Students who have not yet completed the first two (2) study years after three (3) years of study, will not be readmitted to the University.

### **T19 – Clarifying information**

Reg. A19(a) is not applicable to the first two (2) years of the extended programmes. (GRC 07/06/2008).

### **Reg. A20 – Promotion**

- (a) A promotion system does not apply to all modules, but where it does apply all information must be contained in the study and 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. The result will be handled in terms of Rule A17.
- (d) Students who obtain a module mark of less than 65 percent must sit for the officially scheduled examination. With regards to the faculty of Law, a minimum of 70% is required. The result will be handled in terms of Rule A17.
- (e) Students gain admission to the officially scheduled examination, provide 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 final mark of at least 75 percent has to be obtained.
- (g) To be promoted a student has to obtain the required module mark and must have participated in all assessments that contributed to the module mark.
- (h) Assessments set for promotion purposes may not comprise only written tests; a variety of assessment methods measuring students' higher cognitive levels must be used.
- (i) Continuous assessments may not cover only smaller demarcated chunks of learning content – integration of learning content must take place.
- (j) The standard of the continuous assessments must be equivalent to that of the examinations.

- (k) A decision not to use the promotion system for a specific module(s) must be taken at departmental level and approved by the Faculty Committee concerned.
- (l) If the promotion system is not applicable for a specific module it must be stated explicitly in the study and module guides.

### **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 main examination. The final mark is then calculated in terms of Rule A17.
- (b) Absence during assessment opportunities is handled in terms of the internal policy of the faculty concerned.

### **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).
- (d) A recording must be made of all oral examinations (tape or digital recording) (EM 28/07/2008).

### **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) 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;
  - (vi) 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;
  - (vii) may not leave the examination hall within 45 minutes of the start of the examination session;
  - (Viii) may not smoke, or eat any food or partake of any refreshments in the examination hall;
  - (ix) may only leave the examination hall for a short period under supervision to visit the cloakroom with the permission of the chief examination invigilator;
  - (x) may only address questions to and receive information from an invigilator after raising his/her hand;
  - (xi) may only request and receive one (1) examination paper in either Afrikaans or English, according to choice, or in both languages if applicable and according to field of study;
  - (xii) must carefully read and complete all the particulars on the examination scripts and the attendance forms in full and in the prescribed manner;
  - (xiii) must, if guilty of any transgression of the examination hall rules, appear before the Disciplinary Committee to receive an appropriate punishment; and
  - (xiv) 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 Rule 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 (3) 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 Student Counselling and Development in co-operation with the Unit for Students with Disabilities, may the Registrar grant extra time for writing examination papers.

#### **Reg. A26 - Statements of results**

Official statements of results are only supplied to students by the Registrar.

#### **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 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 Senior Director: Finance should decide differently.
- (c) A student may discuss an examination paper or the result of an oral examination with a lecturer and the head of the department within five (5) 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).
- (d) Tests and examination results will be made available only on the student number.

#### **T27 – Clarifying information**

- (i) The definitions applicable to examination results and codes have been approved by the Executive Management. (22/11/2006).
- (ii) A recording must be made of all oral examinations (tape or digital recording).  
(EM 28/07/2008).
- (iii) Tests and examination results will be made available only on the student number.
- (iv) As results are published on the departments noticeboards already, students with an outstanding balance on their accounts, may also discuss their results in terms of this Rule.  
(ECS 08/11/2010)

#### **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 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 postage.
- (b) If an original qualification certificate is lost or damaged, the Registrar 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 of the Rules, the dean, in consultation with the Registrar, can make decisions concerning exceptional cases on merit, with a right of immediate appeal to the concerned Vice Rector with notice to the Dean (Committee of Deans 3/8/2006).

**T31 – Clarifying information**

Only complete requests and motivated in writing would be considered by the dean and the Registrar. (GRC 07/06/2008).

## **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't 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 the Director: (Prof) Janse Tolmie : Information Services and Technology 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 post 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 there under.

#### **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.

## ANNEXURE 2

### 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"**

Persons contracting with the UFS on an independent **Contractor(s)** 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 post-graduate student in terms of and as contemplated in the “*GENERAL INSTITUTIONAL RULES for postgraduate qualifications*”.

**“Regulations”**

The requirements for registration as a Student at the UFS as contained in the documents “*General Institutional Rules for first qualifications*”, which apply to Undergraduate Students, and “*General Institutional Rules 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 Institutional Rules 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 A89(f)(i)

*"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 (f)(ii) 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 (f) 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 (2) 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.
- 10.5.4.3 Method of assessing the market value of Intellectual Property
- 10.5.4.4 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.

## ANNEXURE 3

### AWARDING OF DEANS' AND SENATES' MEDALS

#### 1. DEAN'S MEDAL:

- i) Is only awarded to students who were registered for degree studies.
- ii) Point of departure is one per faculty,
- iii) All the candidates on both campuses will be taken into consideration for the one medal.
- iv) Pipeline students do not qualify.

#### THE BEST STUDENT (UNDERGRADUATE)

- Only candidates who obtained a qualification "with distinction" and an average of at least 80% are taken into account.
- The highest average mark is calculated on the minimum number of modules prescribed for the qualification concerned.
- If any module was failed or a special examination was written, it disqualifies the candidate for a dean's medal.
- The qualification must have been obtained in the
- Minimum prescribed period.
- Should two (2) or more candidates obtain the same highest average marks, a dean's medal will be awarded to the entire candidate concerned in the specific faculty.

#### 2. SENATE MEDAL:

- Goes to the candidate(s) with the highest average mark.

#### 3. HONOURS:

- Dean's and Senate Medals are awarded on the same conditions at honours level as for undergraduate students.
- However, persons who obtained the honours degree as an exit-level qualification do not qualify for the mentioned medals.
- Best candidate is awarded the Senate's Medal (one only).

**4. MASTER'S DEGREES:**

- Only candidates who obtained the qualification "with distinction" will be considered for the Dean's Medal.
- Best candidate is awarded the Senate's Medal.

**5. SENATE PRIZE**

The Senate's prize will be as follows from April 2008:

- |                 |            |
|-----------------|------------|
| • Undergraduate | R 5 000.00 |
| • Honours       | R 7 500.00 |
| • Masters       | R10 000.00 |

The medals will be attached to a certificate and no longer be placed in a box.