



## H. OUR CONTRACT

**You must sign this contract for the application form to be complete.** This application form and contract is Stellenbosch University's agreement with you. While paragraphs 2 and 4.1 take effect immediately, the entire contract takes effect when you register as a student.

### I. ABOUT YOUR APPLICATION

This is only an application. Even if you submit a correctly completed form and meet the administrative and admission requirements you will not necessarily qualify for admission.

### 2. YOUR INFORMATION

#### 2.1 You must provide correct information

You must make sure that the information you have provided is correct. If the information is incorrect, the University is entitled to reject your application or cancel your registration immediately. We have the right to verify the information that you give us.

#### 2.2 Your information is confidential

We agree to keep the information you have given in this form and any other information about you that we receive from third parties confidential.

Your information will only be disclosed if the University is legally required to do so, if we must do so in order to fulfil our agreement with you or if you have given your consent. Parents/guardians do not have a right to a student's information (including academic results). The student must give permission.

### 3. STELLENBOSCH UNIVERSITY'S RESPONSIBILITY FOR HARM TO YOU OR YOUR PROPERTY

#### 3.1 The limits of our responsibility

The following terms are very important, because they limit your ability to claim for any harm to you, your property, or the loss of your property while you are

- on University property;
- participating in an activity relating to your studies or training;
- participating in sport or any other recreational activities;
- using any of our premises, buildings, equipment, or facilities; or
- staying in or visiting any of our residences or any of our other accommodation.

If you do not understand these terms, please ask for an explanation.

The University is responsible to ensure that its property, facilities, and equipment are safe and that you are given proper instructions or warnings for their use. If the University does not meet these requirements, it is responsible for harm caused to you or your property, or the loss of your property. In legal terms, the University is liable if your claim falls within section 61 of the Consumer Protection Act 68 of 2008. Aside from the responsibility referred to in this paragraph, Stellenbosch University will not be responsible for any harm to you or your property (including any damages flowing from the harm and all claims by dependents).

#### 3.2 Insurance against injury

The University has insurance cover against injuries you might sustain while you engage in activities related to your studies. The cover includes activities on campus, in our laboratories, and on field trips. If you have a claim, you must let the university know immediately. You must also complete the insurance claim form as soon as possible. The University is not liable for any claims that are not covered by this insurance.

### 4. THE STUDENT'S RESPONSIBILITIES

#### 4.1 You must follow Stellenbosch University's rules

You must follow the policies, rules and regulations (the rules) of the University, the particular faculty to which you will be admitted, and University housing. The rules are published, for example, in the University Calendar, on the website, and in your residence and may change from time to time. If this contract contradicts the rules, the rules will apply. Not following the policies,

rules and regulations can lead to disciplinary action including expulsion, further legal action (e.g. a claim for damages and criminal proceedings), or both.

#### 4.2 You must respect the University's intellectual property

Intellectual property refers to the ideas, inventions, creations and expressions of the human mind that are protected by law. Intellectual property includes copyright, patents, registered designs, plant breeder's rights and related know-how. Your rights and duties about intellectual property are described in the *Stellenbosch University Policy in Respect of the Commercial Exploitation of Intellectual Property* (the IP policy), which is available on the University website, and forms a part of this contract. The policy may change from time to time. If this contract contradicts the IP policy, the policy will apply.

You must respect the University's intellectual property and may not copy or share any work which belong to the University without permission. This includes all course material such as class or study notes, videos, sound recordings, presentations, module frameworks, reading lists, summaries or other reading, all assessments such as tests, tutorials, examinations, assignments or model answers and all software, data and databases.

#### 4.3 You assign your intellectual property to the University

By signing this contract, you assign to the University all intellectual property rights in any work you create during your studies. This includes assignments, theses, dissertations, assessment scripts, personal class notes, summaries, posters, presentations, transcripts, recordings, software, hardware, data or databases or any other work created, adapted or amended by you. The intellectual property in these works belong to the University and you may not share or allow others to copy or distribute these works or infringe the intellectual property rights of the University in any manner.

#### 4.4 You must respect the intellectual property of third parties

You must avoid infringing the intellectual property rights of others, including third parties, and are responsible for obtaining permission to use, share or copy the work where necessary. You must take care to avoid committing plagiarism and must acknowledge the work or ideas of others. This applies to all material made available to you for the purpose of studying such as textbooks, podcasts, illustrations, online course material, presentations and/or any other teaching and learning aids.

#### 4.5 Make sure your fees are paid on time

You must pay your registration, class, residence and any other fees on time. Read more in Part 3 (Student Fees) of the University Calendar and at [www.maties.com](http://www.maties.com). You are responsible for ensuring that all fees are paid in full and on time even if your fees are being paid by someone else (e.g. a parent/guardian NSFAS or bursary).

If you do not pay your fees on time you will be charged interest at the prime rate from the date on which the fees were due. The University may refuse you entry to examinations, withhold your results, refuse to register you for any further modules or programmes, or withhold your qualification certificate if your account is not paid in full. If the University has to take legal action against you, you must also pay all legal fees (at the rate charged by our legal representatives).

#### 4.6 Get immediate treatment for infectious or contagious disease

If you suspect that you have an infectious or contagious disease you must get medical assistance immediately, you must withdraw yourself from all University activities and accommodation and you must take all other steps to make sure that you do not infect other students or staff.

If you do not take these steps you will be held responsible for any claims that are made against the University. In legal terms, you indemnify the University against these claims. If legal action is taken against the University you must also pay all legal fees (at the rate charged by our legal representatives).

#### 4.7 You must pay for medical treatment

If you require emergency medical treatment and the University arranges for medical assistance you must pay all costs relating to the treatment even if you could not give authorisation for the treatment.

### The student

Name and surname

Date

Signature

Student number (only if you already have one)