

## **Terms and Conditions**

### **GIBS ETHICS CHARTER**

***As a leader or manager and a member of the GIBS and broader communities, I recognise that I am an ambassador and I have a duty to perform to the best of my ability in order to generate long-term societal value through carrying out my role. I understand that it is important to behave in an exemplary manner and in striving to create societal value, I shall:***

- *Treat all people fairly and with respect.*
- *Accept responsibility for my own decisions and actions.*
- *Act honestly and with integrity.*
- *Reject all forms of corruption, exploitation and mismanagement.*
- *Uphold the spirit of the law and the legal requirements binding upon me and my organisation.*
- *Adhere to generally accepted corporate governance principles and values.*
- *Safeguard and consider the interests of all stakeholders that may be affected by my decisions and actions.*
- *Ensure that my own interests, and the interests of shareholders, are not put before those of broader society and the environment.*
- *Strive to generate shareholder, societal and environmental value simultaneously.*
- *Protect the confidentiality of all confidential information.*
- *Not share confidential information shared by fellow classmates with those outside of GIBS.*
- *Not remove any confidential information from GIBS except as permitted by GIBS policies or specific agreements or arrangements applicable to my situation.*
- *Be held accountable by my peers for adhering to these principles.*

***If I knowingly violate this Charter, I may be subject to disciplinary action.***

### **“PLEASE READ CAREFULLY”**

I (full names and surname of student) (Identity number/Passport number) declare, agree and undertake towards the Gordon Institute of Business Science and the University of Pretoria (hereinafter referred to as “the University”), if my first registration and / or re-registration is accepted by the University, for the entire duration of my studies at the University:

1. I shall acquaint myself with the content of all the rules, regulations and admission requirements of the University that are available upon request and on the University’s website ([www.gibs.co.za](http://www.gibs.co.za), & [www.up.ac.za](http://www.up.ac.za)), and that apply to me as prospective student and as student, and to the course or programme for which I am registering;

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2. That upon registration, I legally commit myself to comply with all rules, regulations and admission requirements that are in force, including any amendment thereof or any new rule, regulation or requirement; in respect of which I shall keep myself updated as per clause 1 above;
3. That non-compliance with these rules, regulations and requirements will not only represent a breach of contract towards the University, but may also lead to disciplinary steps, which may include expulsion from the University;
4. That I hereby cede and transfer to the University my rights, title and interest in respect of any intellectual property, in the widest sense of the word, that I may create or formulate either wholly or in part in the course of any study or research whatsoever I undertake or may undertake at the University or develop or may develop with the assistance of University equipment, except where otherwise agreed to in writing, and I undertake to sign any document, whenever necessary, to cede and transfer the rights concerned;
5. That the University is entitled at any time to summarily cancel my registration should I provide false or incorrect information to the University or make any false representation to the University;
6. That the University reserves the right to transfer the offering of the course or programme from one campus to another campus;
7. That I shall make prompt payment of all fees payable in respect of my studies, and/or associated costs as annually determined by the University;
8. That, in the event of my failure to pay to the University any amount due by me, on time:
  - all outstanding fees owing to the University become due and payable with immediate effect;
  - the University may, until all outstanding fees are paid:
    - Deny access to “Aspire”, the GIBS student management system (as a result students will not be able to access the course work, programme details or examination results);
    - Text books cannot be provided;
    - Examination papers cannot be marked;
  - the University may, as part of the debt collection process, request and obtain relevant information from a credit bureau or any other institution;
  - Students who are in arrears or who have not paid the Global Module fee, may not travel with the MBA group on the international portion of the programme. It should be noted that the Global Module is a requirement to complete the MBA degree;
  - First year students in arrears may not subsequently register for the second year of study, and second year and deferred students in arrears are not permitted to graduate;
9. That, should an emergency operation or urgent medical treatment be deemed necessary by a medical doctor, the University may at its discretion act in my interest if I cannot take the decision myself, with the understanding that the University will not be liable for any fees payable as a result of such medical treatment and/or damages suffered as a result thereof;

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10. That the University may, in addition to mail, also communicate with me via SMS or e-mail at my GIBS provided e-mail address;
11. That the University may disclose to my parent or guardian information of any disciplinary steps that may be taken against me by the University and that this permission is deemed to be permission as contemplated by the Promotion of Access to Information Act (Act 2 of 2000) insofar as it may be applicable and that the disclosure of such information will not be unreasonable as contemplated by the Act;
12. **That I shall not hold liable or institute any action against the University or any of its employees or any of its representatives for damages or loss of whatever nature I may incur in respect of property owned by me or in my possession;**
13. **That I shall indemnify the University in respect of any harm, loss or damage caused by me to University property or to the property of third parties, whether on University controlled, or on any other premises, as a result of my actions, either whilst on the University premises or whilst engaged in any University related activity;**
14. That I accept, agree and understand that the University may keep and process data and documents in electronic format, including the personal data supplied by me in my Application form and annual registration form and may use and transfer such data and use such documents in electronic or other format or other formats for University purposes consistent with my relationship with the University as a student and former student; and that the University may use electronically generated documents in place of the original documents signed by me;
15. That all information divulged by fellow students during the course of engagement, in particular information that the participant indicates as confidential is held in confidence. This includes all personal and organisational content disclosed by fellow students. This does not extend to expressions of harm to self or others, fraud, endangering safety, contravention of company specific rules, and fundamental disruption of another person's learning process or the groups' way of working, beyond what is for learning purposes. That you will be held accountable for confidentiality of all sessions and in so doing, indemnify the University against any claim for damages or any other relief by his/her dependents or any third party in connection with or arising out of any session from whatsoever cause including the facilitator or delegates' negligence.

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16. **"Force Majeure Event"** means the occurrence of:
- (a) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;
  - (b) strikes and/or protests and/or any other form of civil disturbance (whether lawful or not), in each case affecting the University on a general basis and which is beyond its reasonable control;
  - (c) tempest, earthquake or any other natural disaster of overwhelming proportions; (d) discontinuation of water and/or electricity supply, or
  - (e) any other circumstances beyond the control of the University which cannot be avoided even by using its best efforts,

which in each case causes the University to be unable to comply with all or material parts of its obligations in terms of the Agreement. The University shall not be in breach of its obligations under this Agreement or liable for any losses or damages suffered by a student if and to the extent that it is prevented from carrying out its obligations by, or such losses or damages which are caused by, a Force Majeure event/s.

The University shall, at all times take all reasonable steps within its powers to:

- (a) prevent Force Majeure Events affecting the performance of its obligations under this Agreement;
  - (b) mitigate the effect of any Force Majeure Event; and
  - (c) comply with its obligations under this Agreement.
17. **The University reserves the right to introduce reasonable and/or heightened security and/or access control measures, which may include specific identification requirements, performing the search of personal belongings, including but not limited to any bag, container, briefcase or vehicle, should the University deem it reasonably necessary in order to inter alia, safeguard its staff and/or students, its property and/or the property of third parties on the campuses of the University.**
18. That this contract is valid and enforceable for the entire duration of my registration as student at the University and thereafter until I have met all obligations in terms hereof;
19. That the physical street address provided, or as updated in my annual registration form, will serve as my domicilium citandi et executandi address – this being the address to which all official documentation arising from this contract is to be sent or delivered – and the University will be informed immediately in writing of any change in address;
20. That I have read this document and understand the content, rights and obligations contained herein and consider it to be binding; and
21. That I have signed this agreement freely and voluntarily.