



SBL Dream

At the Graduate School of Business Leadership we have a dream.

We dream of a society driven by shared values and a caring for all; a South Africa where your personal contribution to the well-being of society is valued, nurtured and celebrated; where the societal, economic and political injustices of the past have been erased and where your race, creed and colour matter less than your willingness and commitment to build a just South Africa for all; a South Africa where everyone uses environmental resources responsibly and treat their fellow citizens with respect and dignity; where everyone is committed to develop a country that will sustain future generations and make them proud of our legacy.

We dream of organisations committed to create economic and societal progress and wealth in globally responsible and sustainable ways; where everyone is equally accountable and committed to ethical behaviour; organisations that are delightful and fun to work for and work in; organisations who are passionately committed to continuously learn from failures and successes; who are responsibly innovative and engaged in collaboratively creating futures for the organisation, its employees and surrounding communities.

We dream of graduates willing and able to answer the call to lead towards the attainment of the above-mentioned dreams; ethical graduates who are critical and caring brokers of new ways of doing business and of being human. Graduates who can deal with uncertainties and paradoxes, who are willing to see the bigger picture without forgetting the smaller details. Our graduates are sought-after because of the unique blend of the craft, science and art of doing business in profitable and sustainable ways. We dream of graduates who are willing and able to take up the challenges the African continent and globalisation offer and also ensure a legacy for future generations who will hail them as the visionaries and leaders of yesterday.

As such the UNISA Graduate School of Business Leadership commits itself to realise this dream. Our graduates will make a difference, whether in small enterprises, trans-national organisations or the international domain.

Together, we will make the dream happen.

▫ Vision

To be the leading African business school of choice offering internationally recognised leadership and management education.

▫ Mission

- ◆ Preparing today's leaders for tomorrow's challenges through the provision of affordable quality education and knowledge.
- ◆ Training and developing dynamic, ethical leaders for Africa and globally, who value diversity and are dedicated to enhance human prosperity on the African continent and globally.
- ◆ Effectively utilising Open Distance Learning (ODL) to deliver quality business education in Africa.
- ◆ To continuously engage in cutting-edge research to produce new knowledge in the fields of management and leadership.

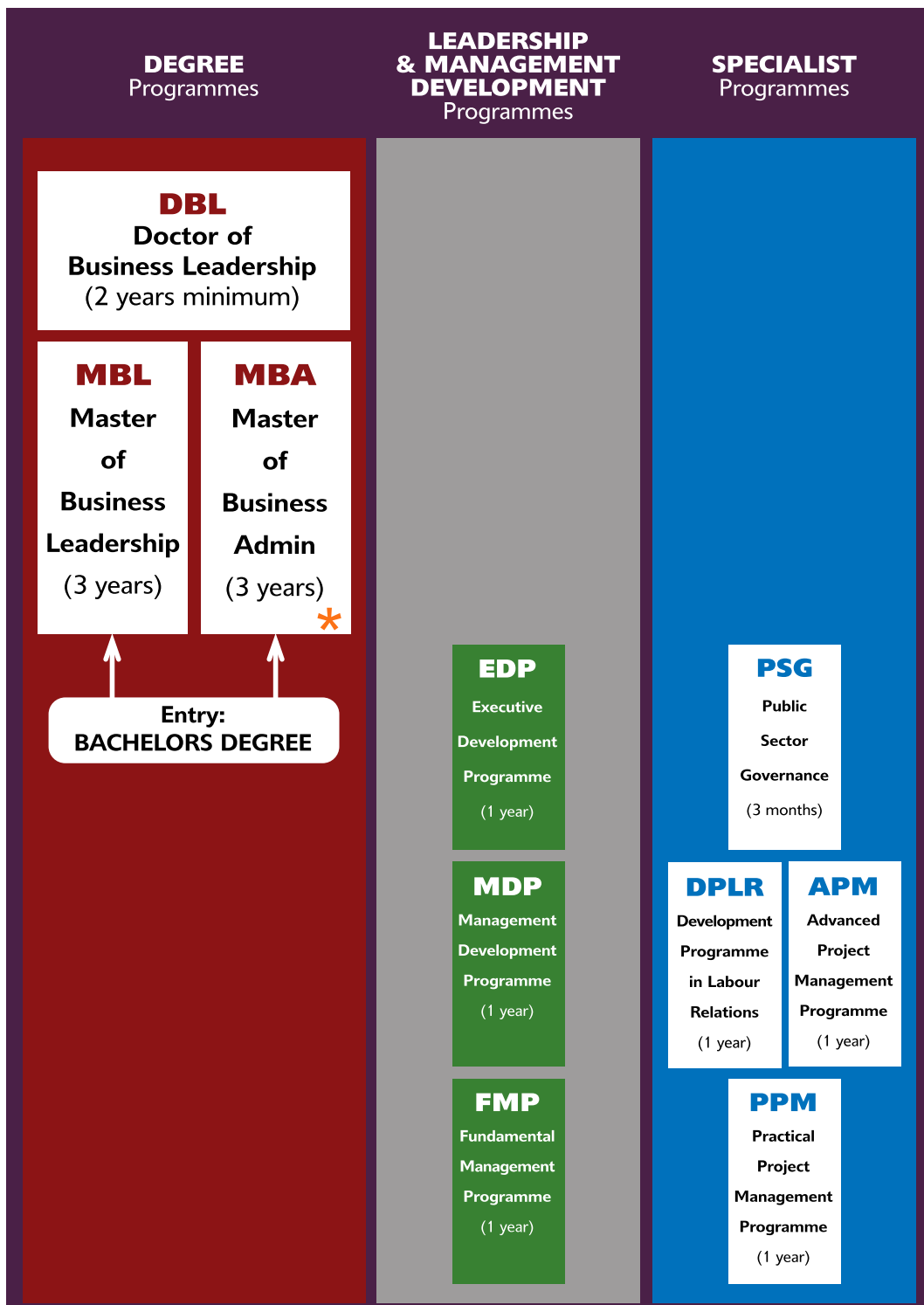
▫ Values

- ◆ We care deeply about the future of Africa and its people.
- ◆ We value integrity and ethics in all we do.
- ◆ We are professionally dedicated to the service of our internal and external stakeholders.
- ◆ We value continuous learning and change to be relevant in a dynamic global environment.
- ◆ We are committed to offer affordable quality education.

▫ Philosophy

“Innovative, socially responsible, ethically engaged and globally informed.”

Product Range Articulation



* SBL/OU Business School Programme

Executive Education: Short learning programmes, e.g. Corporate programmes, seminars and short courses

► Requirements for all short learning programmes

STRUCTURE OF TUITION

Distance education

Students are guided through a structural learning experience by means of a study programme that schedules prescribed reading for self-tuition.

Electronic delivery system (eds online)

The programme delivery will be via eds online. All documents will be made available on eds online.

Study material and contact with the SBL, lecturers and fellow students are provided through eds online. Eds online is available 24 hours a day and connects students and staff through the Internet. All the study guides and other material supplied by the SBL are available through eds online. Assignments are submitted electronically. Students will work on common projects, share ideas, information and understanding, and create new ideas or solutions. They can use eds online to interact with their own groups as well as with other students, groups and lecturers. Using eds online means that distance between students, members of their group and the SBL becomes irrelevant.

Advantages of eds online over conventional printed materials:

- ♦ It improves access to the programme.
- ♦ It teaches students more about business in conjunction with the latest computer technology.
- ♦ Students acquire knowledge about technology and how to utilise it in the different business environments.
- ♦ The electronic delivery system allows for efficient communication.

REQUIREMENTS: eds online

Students will be required to have access to a computer and the Internet.

The minimum hardware requirements are as follows:

Pentium III (500Mhz); SVGA monitor (1026x728); CD-ROM (32x speed); 128MB RAM; Windows XP; 500MB hard disk space; mouse, keyboard, etc. Other requirements are Microsoft Office, Adobe Reader, Internet Explorer 6 or higher. The Internet connectivity should at least be 56Kbps.

In the interest of speed of contact, quality of delivery, and of developing a truly computer literate manager, all students are strongly encouraged to make use of eds online.

INTERACTION

Students can make individual appointments with lecturers or contact them either telephonically or by fax, correspondence or e-mail to resolve any assignment queries relating to module content. However, it is preferred that queries be posted on eds online.

STUDY GROUPS

Each student is assigned to a study group of between five and eight members within a particular geographical location. However, electronic group formation is possible for widely dispersed students. The formation of a study group is compulsory. The group members usually meet once a week for compulsory interactive work sessions.

STUDY SCHOOL TUITION

Study schools offer further opportunity for interaction with lecturers and other students. Study school tuition is offered through two or three one-week full-time attendance at the SBL in Midrand on the dates provided in the programme timetable.

Attendance of the study schools is compulsory and a prerequisite for admission to the examinations.

Language medium

All students are expected to be able to read, write and speak English at an appropriate academic level.

SKILLS DEVELOPMENT LEVY CLAIMS PROCESS

It is possible, provided you comply with certain requirements as set out below, to claim 50% or more against the levy which you pay into the Skills Development Fund. This claim or grant from the SETA is subject to the following:

An employer wishing to claim 50% against the levy paid by the organisation by way of mandatory grant from the SETA must satisfy the following conditions:

- ♦ Have submitted a Workplace Skills Plan and an Annual Training Report to the relevant SETA by 30 June of each year.
- ♦ Must have registered with the SARS.
- ♦ Must have paid levies directly to the SARS in the correct manner and within the correct time-frame.
- ♦ Must be up to date with levy payments to the SARS.

MDP

January 2009 intake
Management Development Programme

The **Management Development Programme (MDP)** aims to equip middle managers with the means to become effective managers pursuing the goals of excellence within their own organisations. The programme is designed to facilitate an understanding of and the ability to integrate and apply the key competencies required for each of the functional areas of business.

MDP students are managers with at least three years' managerial experience who have been earmarked by their companies for further development.

Students acquire knowledge and skills in the following key areas of Business Management: Strategy Implementation, Operations and Supply Chain Management, Marketing and Information Management, Mobilising People, Financial and Management Accounting and Economics for Business. These key areas are covered by a balanced combination of distance education, residential tuition, study-group activities, assignments and multimedia interaction through an electronic delivery system (eds online).

PROGRAMME MODULES

MODULE 1: Strategy implementation

Students develop an ability to direct the development, implementation and maintenance of planning and control systems as well as management information systems to satisfy specified information needs. Key areas are:

- ◆ Systems thinking and decision making
- ◆ Organisational structures
- ◆ Management structures and management roles
- ◆ Tactical planning
- ◆ Tactical and operational control
- ◆ Implementation of strategic projects and decision making
- ◆ Integrated management systems

MODULE 2: Operations and supply chain management

This component of the programme deals with operational systems and enables students to understand and manage some of the major opportunities and challenges in this field.

- ◆ The value chain concept
- ◆ Delivery processes for products and services
- ◆ Total quality management and business re-engineering

MODULE 3: Marketing and information management

Provides a broad picture of the basics of marketing and information management that will enable students to apply important marketing principles in actual marketing management practice.

- ◆ Marketing and the marketing management process
- ◆ Analyse marketing opportunities
- ◆ Develop marketing strategies and marketing mixes
- ◆ Global marketing
- ◆ Social responsibility and marketing ethics

MODULE 4: Mobilising people

Students will be equipped with the ability to attract, employ, develop, utilise and retain employees that are fit for purpose in the context of adding value to organisations as they strive towards being competitive in a volatile and rapidly transforming environment.

- ◆ Manage the human resources of organisations in the South African context
- ◆ Establish employment relations and equity
- ◆ Labour relations dynamics

MODULE 5: Financial and management accounting

Students will be introduced to the legal and regulatory environment of business and will evaluate financial accounting and control systems. Financial analysis and management accounting concepts and techniques will equip students to add value to their organisation's decision-making process.

- ◆ Essentials of financial accounting and control systems
- ◆ Financial analysis and working capital management
- ◆ Cost-volume-profit analysis and management accounting techniques
- ◆ Costing systems that facilitate planning and control decisions
- ◆ Relevant costs for decision making and capital investment planning

MODULE 6: Economics for business

This will help students to understand the external and internal environment of business.

- ◆ The method and scope of economics
- ◆ Formulate a demand and supply curve
- ◆ Construct a macroeconomic model
- ◆ Develop an articulated view about the forces of economic growth, employment, inflation and external stability

ASSESSMENT AND FURTHER STUDIES

Assignments

In each of the modules, two study group assignments must be completed. These assignments count towards a yearmark, which forms part of the final evaluation of the student.

Examinations

- ◆ The programme ends with one three-hour open book examination per module.
- ◆ Examinations will be written at centres designated by UNISA.
- ◆ Examination eligibility will be determined according to the rules and procedures applicable to the MDP.
- ◆ To pass an individual module, a student must obtain the following:

An examination mark of at least **40%** for the module and a final, **weighted-average mark of at least 50% for the module**, where the weights for the final mark are as follows:

- Examination mark 60%
- Yearmark 40%

- ◆ On successful completion of the programme, students will receive the Management Development Programme (MDP) certificate from the UNISA Graduate School of Business Leadership (SBL), an internationally respected educational institution.

ADMISSION REQUIREMENTS

- ◆ Applicants must have a **Senior Certificate and at least three years' managerial experience**. Individual cases not complying with these requirements may be considered on application.
- ◆ Admission is granted with the understanding that students are able to attend weekly study group meetings and two one-week full-time study schools.
- ◆ Apply well in advance to ensure admission. The application forms are included at the back of the brochure.

FEES (No VAT payable)

| | |
|-----------------------------|------------------------|
| Tuition fees | R28 536 |
| Prescribed study material | ± R3 443* (compulsory) |
| Total estimated cost | R31 979 |

*The amount of the prescribed books is estimation on date of publication of this brochure. Any changes in the prices will be corrected on the date of registration and reflected on the account after registration.

The fees are payable in FULL on application or in THREE instalments as follows:

- ♦ R17 711 on application
- ♦ R 7 134 on/before 15 May 2009
- ♦ R 7 134 on/before 14 August 2009

NB: Please refer to *UNISA Financial Policies included in the brochure*.

PROGRAMME TIMETABLE

| | |
|-------------------------------------|-----------------|
| Duration of programme | 12 months |
| Closing date for admission | 5 November 2008 |
| First study school (compulsory) | February 2009 |
| Second study school (compulsory) | June 2009 |
| Examinations | Oct/Nov 2009 |

Application of UNISA Financial Policies at the SBL (summary)

Tuition and fees payment

- (a) Applicants must pay the full initial amount indicated in the programme brochure before they will be enrolled in any SBL programme offering.
- (b) The balance must be paid in two instalments:
 - January Programmes:** 50% by 15 May and 50% by 15 August.
 - June Programmes:** 50% by 15 January and 50% by 15 March.
- (c) Unsettled accounts are subject to **financial blocks or cancellations**. Accounts that are cancelled or blocked will not be accessible to the **eds**.

Repeaters

100% of tuition, fees, levies and study materials (if applicable).

Study materials

100% of the cost of all study materials must be paid for prior to enrolment. Study materials may be fully refunded if cancellation of studies occurs prior to the **start date** of a programme, and if returned in original package within three weeks of registration.

Withdrawals and financial liability

Registered students who wish to **withdraw** from any SBL programme or offering for any reason must do so in writing to the Programme Administrator; otherwise they are liable for the applicable financial penalties.

- (a) **Before** programme commencement date and with study materials intact: initial amount will be refunded. Fees and levies are non-refundable.
- (b) **After** programme commencement date but before 15 May (Jan intake) or 15 Jan (Jun intake) will result in a liability equal to fees and levies, and 50% of tuition.
- (c) **After** 15 May (Jan intake) or 15 Jan (Jun intake) but before 15 Aug (Jan intake) or 15 Mar (Jun intake) will result in a liability equal to the full fees and levies, and 75% of tuition.
- (d) **After** 15 Aug (Jan intake) or 15 Mar (Jun intake) will result in a liability for 100% of all costs.

Clarification on the application of the financial cancellation policy at SBL

The UNISA policy on financial cancellation applies to the SBL with the following clarifications:

- (a) Accounts with balances greater than R500.00 after the final due date will be cancelled.
- (b) On cancellation, the delinquent account is credited with the final 25% of study fees. To be reinstated, the student must pay the full amount outstanding before the account was cancelled.

Third party payment of study fees

Applicants whose study fees will be paid by a third party will not be enrolled without paying the full initial amount.

Payments and banking information

- (a) Payments can be made with bank deposits, debit/credit cards, postal orders, money orders, bank drafts or cash.
- (b) Cheques and other endorsed payments must be crossed and made payable to 'UNISA.'
- (c) Payments with credit cards should be indicated on the SBL application form.
- (d) **ABSA** is the official banker of UNISA. Your study account would be credited within 48 hours if you have been assigned a *student number* and your ABSA deposit slip has the *correct* information on the following fields:
 - **Credit** – UNISA Study Fees
 - **Reference** – Enter exactly: **STUDENT NUMBER**, 1st eight blocks; <space>; **3000774039**
 - **Account Number** – **4048746711**
- (e) If you have **not** been assigned a student number, you may facilitate credit of your study account with the following:
 - **Credit** – UNISA Study Fees
 - **Reference** – Enter exactly: **1st 8 LETTERS OF YOUR SURNAME**; <space>; Date of Birth (YYYY/MM/DD)
 - **Account Number** – **010000114**

□ **IMPORTANT:** To facilitate credit of your study account, a copy of an EFT transaction document or a deposit slip **MUST** be faxed to +27 (0)86 508 4608 or +27 (0)86 508 4753, marked for the attention of "SBL FINANCE".

Tax invoices

To facilitate preparation, organisations requesting tax invoices must include:

- (a) Full trading name of organisation
- (b) Postal address of organisation
- (c) VAT Number (if exempt, please indicate)
- (d) Full name and official title of account representative
- (e) Costs or amount for which organisation is responsible
- (f) Full name of each student and student number (the national ID if a student number has not been issued.)
- (g) Fax number or email address where copy of invoice may be sent

To facilitate quick and correct allocation of payments to student accounts, please follow the instructions after in "Payments and Banking Information" section above. Note that SBL banking information or instructions are now included on all invoices.

Declaration of Sponsorship Form

The _____
assumes financial responsibility for:

- All costs
- Tuition & fees only (excluding study materials)
- Other (please give specific amount and attach explanation if necessary)

on behalf of

Full Name

ID Number

SBL Programme

(If two or more students are sponsored, please send a signed list with Full Name, ID Number and SBL Programme on company letterhead)

A sponsor must sign a Memorandum of Agreement (MOA) to assume financial responsibility for the sponsored party. Please download and complete an MOA from www.sblunisa.ac.za/MOA. You may also contact a Programme Administrator in area of study for a copy. No sponsored cohorts will be registered in SBL Programmes without a completed and signed MOA accompanying this "Declaration of Sponsorship"

Signature of Official Representative and seal
(Please paste stamp or seal below)

Organisation Name

Organisation Registration Number

Print Name

Organisation Title

Phone Number

Signature

Date

Memorandum of Agreement

Made and entered into by and between

A legal entity registered as a company
in terms of the laws of South Africa
Hereinafter referred to as "Organisation"

Herein duly represented by

in his capacity as

and

UNIVERSITY OF SOUTH AFRICA

A legal entity established as a Public Provider of Higher Education
in terms of section 20, read with section 23(3)(a)
of the Higher Education Act 101 of 1997, as amended

Hereinafter referred to as UNISA

Herein duly represented by Prof JE Kleynhans
in her capacity as Vice Principal: Finance & University Estates

on behalf of

THE SCHOOL OF BUSINESS LEADERSHIP

Hereinafter referred to as the SBL

Herein duly represented by Dr DN Abdulai
in his capacity as Executive Director: SBL

(hereinafter jointly referred to as "the parties")

1. INTERPRETATION AND DEFINITIONS

In this Agreement, unless the context otherwise indicates:

- 1.1.1 "the/**this Agreement**" means this Agreement together with any annexures hereto;
 - 1.1.2 "the **effective date**" means **1 January or 1 June** notwithstanding the date of signature of this Agreement;
 - 1.1.3 "the **Student**" or "the **Participant**" means a person employed by "Organisation" who has been selected and identified by "Organisation" for enrolment in SBL programmes, and who meets the SBL admission requirements;
 - 1.1.4 "Organisation" means the _____ hereinafter represented by _____ duly authorised thereto by resolution;
 - 1.1.5 "the **SBL**" means the School of Business Leadership at UNISA herein represented by the Vice Principal and Executive Director duly authorised thereto;
 - 1.1.6 "SBL Programmes" means all programmes offered by the SBL;
 - 1.1.7 "the **signature date**" means the date on which this agreement is signed by the last of the parties to do so;
- 1.2 the words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing persons shall include partnerships, trusts and bodies corporate and vice versa;
- 1.3 the head notes to the clauses of this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate;

2. INTRODUCTION

Organisation has made funds available to enrol Student or Participant in degree or executive education programme offered by the SBL;

Organisation will, from these funds, pay all or part of study fees to the SBL on behalf of the Student or Participant in order to enrol in SBL Programmes;

The SBL has been accredited by the Council on Higher Education to deliver the SBL Programmes;

This MOA is proof that Organisation and the SBL have agreed on the terms and conditions of engagement, and they wish to record their agreement in writing.

3. UNDERTAKING

Organisation undertakes to pay to the SBL study fees on behalf of the student subject to the terms and conditions set out in this Agreement and as listed in **annexure "A"** attached hereto. The SBL hereby accepts the undertaking.

4. DURATION

This Agreement shall commence on the effective date and shall thereafter continue for as long as the SBL is contractually bound to deliver the SBL Programme.

5. SELECTION AND ENROLMENT OF STUDENT

- 5.1 Organisation shall select students or participants who qualify for the SBL Programme.
- 5.2 Organisation will inform the Student who has been selected and shall provide a list to the SBL consisting of the particulars of the Student.

- 5.3 The SBL shall enrol subject to the applicable rules and regulations of the SBL.
- 5.4 The SBL shall provide a list of enrolled Students to Organisation consisting of the names, ID numbers and student numbers of the Students admitted.
- 5.5 The SBL shall immediately notify Organisation if a particular Student does not qualify for admission to any SBL Programme.

6. FINANCIAL TERMS

- 6.1 Organisation shall pay within 30 days of registration the SBL Programme study fees, set by the SBL each year;
- 6.2 Organisation shall send a written notice of cancellation of a Student's enrolment from the SBL Programme, in which case the UNISA/SBL policy on cancellation shall be applied. The liability resulting from application of the UNISA/SBL policy on cancellation will be applied according to the obligation of the Organisation indicated on the "Declaration of Sponsorship" form.
- 6.3 Should a student or participant terminate employment with Organisation while enrolled at the SBL as a sponsored cohort of Organisation clause, 6.2 above will be applied.

7. OBLIGATIONS OF THE SBL

- 7.1 On receipt of the list of selected Student from Organisation the SBL shall enrol the students up to and including the date for closure of registration as agreed by both parties;
- 7.2 The SBL shall ensure that the SBL Programme Curriculum is in place and will deliver the SBL Programme according to its tuition requirements.
- 7.3 The SBL warrants that it has provided for sufficient and qualified staff to lecture the SBL Programme;
- 7.4 The SBL furthermore warrants that it has proper facilities to conduct the SBL Programme;
- 7.5 The SBL shall award a qualification to the Student after successful completion of the SBL Programme at a graduation ceremony arranged by the SBL;
- 7.6 The SBL shall quarterly provide Organisation with a report on the progress of the Student and the SBL Programme at the SBL and shall make specific reference to cancellation of Student's enrolment from the SBL Programme. The reports will be submitted to the nominated representative of Organisation in an electronic version and in a hard copy. The SBL shall provide Organisation with the attendance register of Students for each contact session, where applicable.

8. OBLIGATIONS OF ORGANISATION

- 8.1 Organisation shall select the Student and inform the Student of their decision. Organisation shall thereafter provide a list of the selected Students to the SBL;
- 8.2 Organisation shall monitor and evaluate the work of the SBL on receipt of quarterly reports;
- 8.3 Organisation shall have an exclusive discretion to pay the Study fees on behalf of a Student or not.
- 8.4 Organisation shall transfer the Study fees to the SBL in terms of clause 6 of this Agreement.
- 8.5 Organisation shall conclude a separate agreement with each employee who enrolled as student at the SBL, and Organisation shall inform the student concerned that the Organisation student agreement is subject to the terms of this agreement.

9. DISPUTE RESOLUTION

- 9.1 If any dispute arises in regard to this Agreement while the Agreement exists or relating to the termination thereof, the parties shall make all reasonable attempts to resolve the dispute;

- 9.2 Any dispute arising from or in connection with this Agreement which cannot be resolved between the two parties shall be resolved in accordance with the rules of the Arbitration Foundation of South Africa by a single arbitrator whose decision in this regard shall be final and binding on both parties;
- 9.3 The arbitrator shall be a person appointed in writing by agreement between the two parties. Should the parties not be able to agree upon the appointment of an arbitrator within 10 (ten) days of either of the parties requesting the appointment of an arbitrator, then the arbitrator shall be a person appointed for this purpose by the Arbitration Foundation of South Africa.

10 NOTICES AND DOMICILIA

- 10.1 The parties choose as their respective domicilia citandi et executandi for all purposes under this Agreement, whether in respect of Court process, notices or any documents or communications of whatsoever nature, the following addresses:
- 10.1.1 ORGANISATION:
Address: _____

Fax Number: _____
Email address of representative: _____
- 10.1.2 The SBL:
Administrative notices:
Graduate School of Business Leadership
Dr DN Abdulai
SBL 4-25
Tel No: +27 11 652 0362
- 10.1.3 UNISA:
Legal Notices:
The Legal Service Office
University of South Africa
OR Tambo Building 11-21
Preller Street
Muckleneuk Ridge
PRETORIA
Tel No: +27 12 429 6904
Fax No: +27 12 429 8902
- 10.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing;
- 10.3 Either party shall be entitled to change its domicilium address and/or fax number from time to time by way of written notice to the other party, specifying its new domicilium address and/or fax number (as the case may be) provided always, however, that the new address and/or fax number (as the case may be) is within the Republic of South Africa and is not a post office or restante address;
- 10.4 Any notice to a party:
- 10.4.1 Sent by prepaid registered post (by e-mail if appropriate) in a correctly addressed envelope to it at its domicilium address shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved);
- 10.4.2 Delivered by hand to a responsible person during ordinary business hours at its domicilium address shall be deemed to have been received on the day of delivery;
- 10.4.3 Sent by telefax to the telefax number chosen by the addressee for the purpose of this Agreement, shall be deemed (unless the contrary is proved) to have been received by the addressee on date of transmission of the telefax;

- 10.5 Notwithstanding anything to the contrary herein contained, a written notice of communication actually received by a party shall be an adequate written notice of communication to it notwithstanding that it was not sent or delivered at its chosen domicilium address or telefax number (as the case may be).

11. INTELLECTUAL PROPERTY RIGHTS

It is acknowledged and accepted by **Organisation** that should a student in the performance of the SBL studies generate any work or creation, irrespective of the form or format thereof which by its nature is capable of assuming intellectual property rights, then the intellectual property rights shall vest in UNISA.

12. CONFIDENTIALITY

- 12.1 **Organisation** by virtue of this Agreement with UNISA may become possessed of and may continue to become possessed of UNISA's confidential information including *inter alia*, but without limiting the generality of the foregoing, the following matters:
- 12.1.1 Knowledge of student details, operating procedures relating to the business of UNISA, knowledge of and influence over the clients, students, suppliers and business associates of UNISA and knowledge of the needs and requirements of such clients, supplier and business associates. Contractual agreements between UNISA and its business associates;
- 12.1.2 Financial details of the relationship of UNISA with its business associates, Details of remuneration paid by UNISA to its various employees and their duties; Training schemes, programmes and methods utilised by UNISA.
- 12.1.3 Other matters which relate to the business, structure and management of UNISA and in respect of which information is not readily available in the ordinary course of business.
- 12.2 **Organisation** acknowledges that all material and information as referred to under this Agreement, which has or will come into its possession or knowledge in connection with this Agreement or the performance of the duties hereunder, consists of confidential and proprietary information, which, if disclosed to third parties, might be damaging to the proprietor thereof.
- 12.3 **Organisation** therefore agrees to hold such material and information in the strictest confidence and not to make use thereof other than in the performance of the duties under this Agreement and to release such material and information only to employees of UNISA requiring such and not to release or disclose it to any other party.
- 12.4 **Organisation** undertakes not to use the name of UNISA or the SBL in publicity releases or advertising nor for promotional purposes without securing the prior written approval of UNISA.
- ## 13. BREACH AND TERMINATION
- 13.1 Notwithstanding the provisions of this Agreement, either party may during the currency of this Agreement, terminate the Agreement by giving one month's written notice to the other party, provided that registered students will be afforded the opportunity to complete the academic year without being prejudiced. Refunds of Study fees shall be in accordance to the applicable rules and regulations of the SBL.
- 13.2 Should any party commit a breach of this Agreement and fail to remedy the breach within 14 (fourteen) days after receiving written notice to do so, then the non-defaulting party shall be entitled to, without prejudice to

any other remedies which it may have in law, summarily cancel the Agreement without any further notice and to claim damages against the defaulting party.

14. GENERAL

- 14.1 This agreement constitutes the entire agreement between the parties who acknowledge that there are no other oral or written understandings or agreements between them relating to the subject matter of this agreement.
- 14.2 No amendment or consensual cancellation of this agreement, provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the parties.

15. VALIDITY/SEVERABILITY

In the event that any of the terms of this agreement are found to be invalid, unlawful or unenforceable, such terms shall be severable for the remaining terms, which shall continue to be valid and enforceable. Any invalid term is capable of amendment to render it valid if the parties agree to negotiate an amendment to remove the invalidity.

16. SOUTH AFRICAN LAW

This agreement or the interpretation of any of the clauses of this agreement shall be governed in accordance with the laws of South Africa.

17. CESSION, DELEGATION OR ASSIGNMENT

Organisation shall not be entitled to cede, delegate, sub-contract or transfer any of its rights and obligations in terms of this Agreement to any person, unless the prior written consent of UNISA has been obtained.

18. WARRANTIES AND INDEMNITIES

- 18.1 Organisation hereby warrants that it has not made, nor shall it make any promises to any employee of UNISA, nor to any relative or business associate or political associate of the employees of UNISA, to do or not to do anything as an inducement to award this Agreement to Organisation nor to allow any other such wrongful inducement to gain an advantage in the carrying out of this Agreement. Such conduct is hereby deemed to be improper conduct.
- 18.2 The establishment by UNISA of proof or improper conduct by Organisation shall be grounds for immediate cancellation of this Agreement by UNISA and of payment by Organisation to UNISA of any loss suffered by UNISA due to such cancellation.
- 18.3 Organisation indemnifies and holds UNISA harmless against and free from all losses, damages, claims and costs, arising out of or in connection with any act or omission on the part of Organisation which is in connection with or arises out of this Agreement.

19. WARRANTY OF AUTHORITY

The persons signing this agreement on behalf of a party expressly warrant their authority to do so.

DATED at _____ on this the ____ day of _____ 2008.

AS WITNESSES:

- 1. _____
- 2. _____

_____ for: ORGANISATION _____, being duly authorised thereto

DATED at _____ on this the ____ day of _____ 2008.

AS WITNESSES:

- 1. _____
- 2. _____

_____ for: THE SBL, being duly authorised thereto

DATED at _____ on this the ____ day of _____ 2008.

AS WITNESSES:

- 1. _____
- 2. _____

_____ for: UNISA, being duly authorised thereto