

**Standard Terms and Conditions for Student Visitors**

**Between:**

**(1) The University of the Witwatersrand, Johannesburg (“the University”) and**

**(2) A Student visitor spending time in a University Department (“You”)**

*Terminology defined in Your Student Visitor’s Letter will have the same meaning in this document. “Your Agreement” means the Student Visitor’s Letter together with these standard terms.*

**General**

1. While You are a Student Visitor, You will report to and be responsible to Your Supervisor and the Head of the Department for Your conduct and use of the University's facilities.

2. As a Student Visitor, You will not receive any qualification awarded by the University. You will not be an employee or representative of the University. You will inform the University immediately if You cease to be a student of Your Home Institution.

3. The University will not make any payment to You, except that if agreed in advance it may reimburse expenses, subject to compliance with the University’s normal Financial Procedures .

4. You and Your Academic Host will agree the periods of Your attendance in the Department. You will be responsible to Your Academic Host for Your attendance and conduct. You must agree in advance in writing the scope of your Academic Activities and how they will be undertaken. You must not do anything which has not been agreed with Your Academic Host.

5. You must obtain the consent of Your Academic Host to bring any other person onto the University's premises. You may only involve another person who is neither a staff member nor a registered student of the University in Your Activities subject to the prior consent of your Academic Host.

6. You undertake to comply with all the University’s and the Department’s rules and regulations, including those which Your Academic Host applies to Your Activities. These include, but are not limited to University policies relating to Health and Safety, Sexual Harassment, Equal Opportunities, Standard Laboratory Operating Procedure, Use of Computer Facilities in the University, Data Protection and any other policies which may be issued from time to time.

7. You must not try to access any information stored on the University’s computer systems, or other filing systems, or use that information unless You have the permission of Your Academic Host.

**Termination and its consequences**

8. At any time the University may request a review of Your Academic Activities. If the review is unsatisfactory or, if You do not co-operate in the review, the University may terminate Your Agreement on giving You one week’s written notice.

9. At any time the University may, by one month's written notice to You, terminate Your Agreement where the University has an urgent need for the accommodation or facilities which You are using.

10. The University may immediately terminate Your Agreement by written notice in case of (1) Your serious misconduct, and/or negligence or (2) where You have breached Your Agreement and such breach is incapable of remedy or, if capable of remedy, you have failed to remedy the breach within a reasonable time or (3) where it is required for security or health and safety reasons or (4) in accordance with clause 17, below.

11. When Your Agreement terminates, or on request at any time, you must return to your Academic Host all property and information which has come into Your possession during the course of the Activities, unless your Academic Host gives You permission to keep it.

12. Clauses 13 (Confidential Information), 14 & 15 (Intellectual Property), 16 (Publication) and 20 (Governing Law & Jurisdiction) shall survive termination of Your Agreement.

**Confidential Information**

13. If You receive confidential information (or information which you reasonably believe to be confidential) relating to the research, teaching, operations and activities of the University or of its staff, students or visitors or other third parties, You must keep it secret and confidential and not use or disclose it to any other person. If it is given to You to use in Your Academic Activities, You may only use it for that purpose. This paragraph does not apply to information that:

i. You can prove that You already knew before You received that information or

ii. is or becomes lawfully available to the public

iii. You receive lawfully from another person.

**Intellectual Property**

14. Your Agreement does not change the ownership of any Background Intellectual Property used in connection with Your Academic Activities. “Background Intellectual Property” means intellectual property owned by, and/or at the free disposal of You, Your Home Institution or the University, which is not generated as a result of Your Activities.

15. Unless otherwise agreed in Your Visitor’s Letter, all intellectual property, results, documents, and other information generated by You while undertaking Your Academic Activities (“the Results”), shall be owned by the University. Where it is agreed pursuant to any Special Condition that the Results shall not be owned by the University, the University has an automatic non-exclusive royalty-free licence to use the Results for the purposes of teaching and academic research. Where You have made an identifiable contribution to intellectual property from which the University subsequently derives financial benefit, You will be entitled to enter a benefit-sharing Agreement with the University on terms to be agreed.

**Publication**

16. You shall not publish or publicly disclose the Results without the prior written consent of Your Academic Host, which consent shall not be unreasonably withheld. Your joint affiliation to the University and your Home Institution shall be noted on any such publication.

**Immigration**

17. You are responsible for ensuring you have the correct immigration permission to undertake a period of study in South Africa. The University reserves the right to terminate Your Agreement if You enter the South Africa illegally, or with an immigration status that does not permit You to undertake Your Activities or if You cease to have the necessary immigration status to permit You to undertake Your Academic Activities.

**Miscellaneous**

18. You shall not use the name or trademarks of the University without Your Academic Host’s permission.

19. In the event of a dispute, You shall at first instance try in good faith to resolve matters with Your Academic Host. If agreement cannot be reached, the matter will be escalated in accordance with standard University procedures.

20. Your Agreement shall be governed by South African law, and subject to the exclusive jurisdiction of the South African courts (save for in relation to injunctive proceedings, which may be brought in any court of competent jurisdiction).

**Signatures**

I have read, understood and accept the terms and conditions above

Student name (please print):

Student signature:

Date: / /201

I have read, understood and noted the terms and conditions above.

Academic Host name (please print):

Academic Host signature:

Date: / /201

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