

**LEGAL SERVICES NOTICE**  
**IMPORTANT NOTICE FOR UNIVERSITY STAFF AND STUDENTS**  
**LEGAL SERVICES AND UNIVERSITY CONTRACTS MANAGEMENT**

**1. UNIVERSITY CONTRACTS MANAGEMENT**

**1.1 University Contracts Management System**

University Staff and Students are reminded that where the University is a named contracting party (or a party not necessarily named but under obligation) in a proposed contract or MOU, the contract/MOU must be submitted to Legal Services for processing and vetting in the University's Contract Management System. This includes the extension/renewal of an existing contract/MOU. Legal Services is responsible for the processing, vetting and obtaining final approval for such contract/MOU from the University's authorised signatory.

The submission is initiated by the completion of the contracts management on line submission form, uploading the proposed contract/MOU together with the required supporting documentation. The on line link to this form is located on the Legal Services Website on the Contracts Management Web Page. For ease of reference the link is as follows:

<http://legalservices.ukzn.ac.za/ContractsManagement.aspx>

If you should require assistance with the completion of the on line submission form, or with any aspect of the contracts management system, please contact Mrs Geraldine Ramsuran on X7455 for all contracts (excluding research contracts), and Ms Slie Khumalo on X8199 (for research contracts). Please note that you can only access the Submissions Form via the Internet Explorer.

**1.2 Authority to Enter into Contracts on Behalf of the University**

University employees and students do not have authority to enter into contracts/MOUs on behalf of the University or to do anything which may result in the University being obligated to another party in any manner whatsoever. The University Council, by law, is required to delegate authority to a university employee for this purpose. This delegation has taken place and only the university personnel referred to in the current delegation list have the required authority to do so. The current list is located in the legal services website in the delegated signatories section (refer to 2.1. below for the website address).

Staff and Students are advised that in the event that they should enter into contracts/MOUs on behalf of the University without the requisite authority, this may result in disciplinary action being taken against them, and being personally liable on the contract so concluded.

### **1.3 The Responsibility and Management of University Contracts**

University contracts are to be managed according to the principles and regulations set out in the “**University’s Contracts Management Principles and Regulations Document**”. For ease of reference a copy of this document is located on the Legal Services Website, in the Contracts Management Section (refer to 2.1. below for the website address). These principles and regulations apply to all University Staff, Students and Other Stakeholders, and it is important to be fully au fait with their provisions, as there is personal responsibility and obligation associated with such application. Staff and Students are personally accountable (where it is evident from the contract terms) for the performance of the obligations of the contract and/or the management thereof. Any damage caused to the University (reputation included) may result in disciplinary action being taken against those responsible.

### **1.4 Timeous Submission of Contracts to Legal Services**

It is still a matter of concern that contracts are not being referred to the Legal Services Department for vetting and approval timeously, or in some instances with unreasonable expectation on the part of the referrer, expecting that such processes be completed within hours of referral, by a Legal Advisor and the Contracts Management Staff. In the case of new contracts referred to Legal Services for vetting and approval, a minimum time of ten (10) full working days is required. Legal Services will, if possible, finalise the contract with approval within a shorter period of time. Research Contracts require an additional five (5) day working days, as these contracts are routed for additional vetting/approvals to the Research Office.

In the case of existing contracts that are due to expire, and where renewal of the contract is required for the maintenance of continued service, you are advised to commence the renewal process two (2) clear months prior to expiry of the existing contract.

### **1.5 Queries relating to Research Contracts**

- 1.5.1 Financial, governance and compliance queries relating to research grants and proposals and  
General queries regarding UKZN overheads and processing of locally funded proposals

***Queries must be directed to:***

*Ms Karen Reinertsen  
Administrative Officer  
Research Officer  
[reinertsenk@ukzn.ac.za](mailto:reinertsenk@ukzn.ac.za)  
Tel: (031) 260 8850*

#### **1.5.2. Day-to-day Financial administration queries relating to Research Grants and Contracts**

***Queries must be directed to:***

*Ms Noluthando Mngadi  
Director Research Financial Services  
[mngadin2@ukzn.ac.za](mailto:mngadin2@ukzn.ac.za)  
Tel: (031) 260 2893*

All Other Research Project Administration is conducted at the College Level (including the finance administration fee transactions).

Queries must be directed to the respective College Financial Managers

- 1.5.3. All queries on **research contracts** with respect to **law contract legalities** to be directed to Contracts Management Legal Services as follows:

- **Mr Randy Phalad**  
[phaladr@ukzn.ac.za](mailto:phaladr@ukzn.ac.za)  
Tel: (031) 260 7455

OR

- **Ms Slie Khumalo**  
[Khumalos1@ukzn.ac.za](mailto:Khumalos1@ukzn.ac.za)  
Tel: (031) 260 8199

#### **1.6 Requests for General Legal Advice/Assistance from Legal Services (other than contracts and contracts management)**

All requests for general legal advice/assistance referred by e-mail must be e-mailed to:  
[legalservices@ukzn.ac.za](mailto:legalservices@ukzn.ac.za)

Such requests will be registered and thereafter allocated to the Legal Advisor. Legal Services will endeavour to revert to the requestor within a period of 48 (forty-eight) hours of receipt. Telephonic requests should be directed to any of the following numbers, X8159 or X3580. Your call will be routed to the Legal Advisor. The mentioned forty-eight hour period (unless urgent and immediate attention is required) will also be applied to such mode of request.

#### **1.7 Identification Information on posted documents**

Please ensure that any additional documents sent by internal post relating to a contract referred via the contracts management system, has adequate information attached to it to identify the sender and the contract to which it relates. Legal Services has received numerous documents by post from persons within the University where such information is lacking. This results in an inordinate amount of time spent trying to locate the sender and the contract to which it relates.

#### **1.8 Employee Resignations**

Please be reminded that on termination of employment of an employee who is a contract owner (as defined in the University's Contracts Management Principles and Regulations), the employee's Line Manager will become the contract owner and take full responsibility until a suitable successor has been appointed (refer paragraph 7.8. of the Principles and Regulations) . Legal Services must be informed timeously of such resignation and the details of the appointed successor. This information is vital for updating of the contracts management system and for future identification of the responsible contract owner.

## **2        LEGAL SERVICES**

### **2.1.        Legal Services Website**

You are invited to visit the Legal Services website at:

<http://legalservices.ukzn.ac.za/Homepage.aspx>

Our website provides information about Legal Services, the services we offer, our service level agreements and our staff that provide these services to you. It is also an important access point for the contracts management system and it provides information on the submission (form) requirements for research contracts.

### **2.2        New Requirements – Contracts – Principles and Guidelines for Reporting and Recording of Philanthropic Income (passed by EMC - effective 16 July 2015)**

Contracts and MOUs where philanthropic income is derived will be routed to the University's Foundation (UKZNF) for reporting and recording purposes. It is in the interests of all contract owners that they establish whether these principles and guidelines are applicable to the contract prior to submission into the contract management system for compliance purposes. For this purpose they should seek the assistance of the UKZNRf. Legal Services is in the process of amending the contracts management checklist to include this requirement. The Principles and Guidelines may be located on the University's main website in the Registrar's section in the policies and procedures repository.

### **2.3.        Universities South Africa (USA) - Circular 19/2015 – Consumer Protection Act 2008 – Guidelines for Higher Education Institutions**

USA's Legal Committee has produced a very useful set of guidelines for higher education institutions on Compliance with the Consumer Protection Act 2008. This guideline and covering circular may be located on the Legal Services Website in the Legislation repository. We ask all University Employees (especially line management) to familiarise themselves with these guidelines. Legal Services will collaborate with Compliance (in the Registrar's Governance and Administration Portfolio) to assist all Colleges, Schools and Divisions to achieve compliance where they have not already done so. A similar exercise will also be conducted with respect to Protection of Personal Information Act (POPI) compliance.

**DIRECTOR LEGAL SERVICES**



## **RESEARCH RELATED FORM**

### **FORM 1**

Name of UKZN Principal Investigator \_\_\_\_\_

Department / School / College \_\_\_\_\_

Title of Project \_\_\_\_\_

PROJECT FOCUS AREA \_\_\_\_\_

Funder \_\_\_\_\_

#### **PRINCIPAL INVESTIGATOR (PI)**

Name	Highest Qualification eg. PhD	Race	Gender	Nationality	Affiliation to UKZN

#### **TEAM MEMBERS**

Name	Highest Qualification eg. PhD	Race	Gender	Nationality	Affiliation to UKZN

\*\*\*\*\* Signatures on next page \*\*\*\*\*

**UNDERTAKING BY PRINCIPAL INVESTIGATOR:**

As the Principal investigator for the above Project, I confirm that I have read the documentation regulating the Project, including the contract, the annexures to the contract and all Project description document.

I confirm that:

- I am willing to undertake the Project on behalf of the University of KwaZulu-Natal;
- I will be able to meet the deliverables for the Project as specified in the contract and supporting documents, within the specified time-frames;
- I will be able to undertake the Project within the agreed budget.

\_\_\_\_\_  
NAME OF UKZN PRINCIPAL INVESTIGATOR

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**UNDERTAKING / APPROVAL OF DEAN AND HEAD OF SCHOOL**

As the Line Manager for the Principal Investigator, I confirm that I have read the documentation regulating the Project, including the contract, the annexures to the contract and all project description documents.

I confirm that:

- The Principal Investigator has the necessary approvals to carry out the Project, in terms of the University of KwaZulu-Natal's applicable policies;
- The Principal Investigator has the approval for the ☐Discipline ☐School ☐College (*tick applicable*) to carry out the Project within the ☐Discipline ☐School ☐College (*tick applicable*);
- The Discipline / School / College has the necessary resources to support the conduct of the Project, as required by the Contract, and is willing to make these resources available to the Principal Investigator for the conduct of the Project;
- I am comfortable for this document to be forwarded to the University Dean of Research or Deputy Vice Chancellor(Research) for approval

\_\_\_\_\_  
NAME OF DEAN AND HEAD OF SCHOOL

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF COLLEGE DEAN OF RESEARCH

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## FORM 2

(RESEARCH AMENDMENTS, MODIFICATIONS, ADDENDUMS)

Funder Name: .....

Project title: .....

Amendment/Modification/Addendum: .....

Reason for the amendment/modification/addendum: .....

.....

.....

.....

.....  
Name of Principal Investigator

.....  
Signature of Principal Investigator

.....  
Date

I hereby approve and I am satisfied with all obligations imposed in the above

.....

.....  
Name of Dean and Head of School

.....  
\*Signature of Dean and Head of School

.....  
Date

\*Dean & HOS to check and approve documents before signing this approval

## GENERAL CHECKIST FOR SUBMISSION OF **RESEARCH** CONTRACTS VIA THE IMAGENOW CONTRACT MANAGEMENT SYSTEM

<p>Is this a <input type="checkbox"/> New Contract <input type="checkbox"/> Renewal or <input type="checkbox"/> Addendum of an existing Contract? (Tick applicable)</p> <p>NB: If a Renewal or Addendum of an existing Contract, provide the existing signed Contract.</p>		
<p>Is this a <input type="checkbox"/> Main Contract or <input type="checkbox"/> Subcontract Agreement? (Tick applicable)</p> <p>NB: If Subcontract Agreement, provide the Main Agreement.</p>		
NO.	DESCRIPTION	YES / NO / N/A
1.	Have you provided a draft Contract in Word format or a Standard Template Contract?	
2.	<p>If RESEARCH Contract, have you provided <u>FORM 1</u> or <u>Form 2</u> duly signed by Principal Investigator, Dean and HOS <u>and</u> College Dean of Research?</p> <p>If <b>NO</b>, the Contract must be returned to the Instructing Party/Department to ensure compliance.</p>	
3.	What is the value of the Contract?	
4.	If other party is an individual, have you provided a certified copy of SA identity document (or foreign passport)?	
5.	Has the Contract been approved by the relevant Executive/ Board of Directors/ Members of the other party?	
6.	Have you verified external party banking details – not older than 3 months	
7.	Have you provided proof of insurance: original letter from insurance broker's confirming the type and level of cover (for example, public liability cover in the amount of R 5 million per event etc.)?	
8.	<p>Have you submitted a copy of the:</p> <ul style="list-style-type: none"> <li>Quotation/s received indicating amounts payable?</li> <li>Proposal/s, project plan/s or application/s applicable?</li> <li>Copy of a budget or estimated budget breakdown?</li> </ul>	
9.	<p>Have you checked the budget availability in the applicable cost Centre?</p> <p>(when paying out of UKZN)</p>	
10.	Have you clearly described the deliverables and obligations of the parties to the Contract?	
11.	Does the Contract have a Commencement Date and Termination Date?	
12.	Is there a penalty or breach clause?	
13.	Is there an intellectual property rights clause?	
14.	Have you submitted supporting documentation or Annexures referred to in the Contract?	



<b>15.</b>	<p>Does this funding meet the criteria for a Philanthropic donation?</p> <p>Is it from a trust or foundation (then it probably is)</p> <p>Does it result in any direct benefit or rights to the funder apart from progress and/or expenditure reports or similar (such as IP, right to publish, benefits for the donor) (then it probably isn't)</p>	
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By signing this Checklist, I confirm that I have verified all of the abovementioned items and should there be information found to be incorrect, I may be subject to disciplinary action.

Signature: \_\_\_\_\_

Name in full: \_\_\_\_\_

Date: \_\_\_\_\_

### **Proof of Authority**

Mr Randy Phalad  
Contracts Management  
Legal Services  
Westville campus

Date: \_\_\_\_\_

Details of Contract:

(PLEASE BRIEFLY DESCRIBE THE PURPOSE, NATURE AND EXTENT OF THE CONTRACT).

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I am aware of the nature and extent of the Contract. I confirm that all University procedures, regulations and policies (for example, the Procurement Policy, Research Policy etc.) which are applicable to this Contract have been complied with.

I confirm that any funds received and /or paid will be allocated to the cost centre number \_\_\_\_\_ (Specify) and I am satisfied with all obligations imposed in the Contract.

I confirm that where funds need to be paid out, the Cost Centre does contain sufficient funds.

I undertake to take full responsibility for the management of this Contract.

By signing this Proof of Authority, I confirm that I have verified all of the abovementioned statements.

Authorised Signature: \_\_\_\_\_

Name in full: \_\_\_\_\_

Department / School: \_\_\_\_\_

Designation: \_\_\_\_\_

## GENERAL CHECKIST FOR SUBMISSION OF NON-RESEARCH CONTRACTS VIA THE IMAGENOW CONTRACT MANAGEMENT SYSTEM

<p style="text-align: center;">Is this a <input type="checkbox"/> New Contract <input type="checkbox"/> Renewal or <input type="checkbox"/> Addendum of an existing Contract? (Tick applicable)</p> <p style="text-align: center;">NB: If a Renewal or Addendum of an existing Contract, provide the existing signed Contract.</p>		
<p style="text-align: center;">Is this a <input type="checkbox"/> Main Contract or <input type="checkbox"/> Subcontract Agreement? (Tick applicable)</p> <p style="text-align: center;">NB: If Subcontract Agreement, provide the Main Agreement.</p>		
NO.	DESCRIPTION	YES / NO / N/A
1.	Have you provided a draft Contract in Word format or a Standard Template Contract?	
2.	<p>Have you provided Proof of authority from Dean/ Head of School/ DVC/ Member of EMC in the format stipulated by Legal Services indicating the cost centre and amounts payable/ received?</p> <p>If <b>NO</b>, the Contract must be returned to the Instructing Party/Department to ensure compliance.</p>	
3.	What is the total value of the Contract (VAT inclusive if applicable)?	
4.	<p>Have you submitted a copy of the (if applicable):</p> <ul style="list-style-type: none"> <li>Quotation/s received indicating amounts payable?</li> <li>Proposal/s, project plan/s or application/s applicable?</li> <li>Copy of a budget or estimated budget?</li> </ul>	
5.	Have you checked the budget availability in the applicable cost Centre? (when paying out of UKZN)	
6.	Has the University's procurement process been complied with?	
	<p><i>If <b>NO</b>, the Contract must be returned to Instructing Party/ Department to ensure compliance.</i></p> <p><b>If YES</b>, Have you submitted or uploaded a copy of any tender documentation including:</p> <ul style="list-style-type: none"> <li>Advertisement calling for bids</li> <li>Bid Document</li> <li>Bid submission document for successful bidder</li> <li>Adjudication Report</li> <li>Resolution of MFST</li> <li>Contracts from recognized authority e.g. JBCC, PROCSA, etc</li> <li>Letter of appointment or similar document</li> </ul>	

7.	<p>Have you provided other party company documentation if <u>not</u> on the UKZN Supplier database?</p> <ul style="list-style-type: none"> <li>• Certificate of Incorporation issued by CIPC or its predecessor;</li> <li>• If a partnership, certified copy of partnership agreement;</li> <li>• If a trust, certified copy of trust deed and current letters of authority issued by the relevant Master of the High Court;</li> <li>• If a voluntary association, certified copy of constitution;</li> <li>• Current BBBEE certificate issued by an organisation accredited by South African National Accreditation System (SANAS) or exemption certificate from Accountant;</li> <li>• Current &amp; valid Tax clearance certificate;</li> <li>• VAT registration certificate;</li> </ul>	
8.	If other party is an individual, have you provided a certified copy of SA identity document (or foreign passport)?	
9.	Have you verified external party banking details – not older than 3 months?	
10.	Have you provided proof of insurance: original letter from insurance broker's confirming the type and level of cover (for example, public liability cover in the amount of R 5 million per event etc.)?	
11.	Have you clearly described the deliverables and obligations of the parties to the Contract?	
12.	Does the Contract have a Commencement Date and Termination Date?	
13.	Is there a penalty or breach clause?	
14.	Is there an intellectual property rights clause?	
15.	Have you submitted <u>supporting documentation</u> or <u>Annexures</u> referred to in the Contract?	
16.	<p>Does this funding meet the criteria for a Philanthropic donation?</p> <p>Is it from a trust or foundation? (then it probably is)</p> <p>Does it result in any direct benefit or rights to the funder apart from progress and/or expenditure reports or similar (such as IP, right to publish, benefits for the donor) (then it probably isn't)</p>	

By signing this Checklist, I confirm that I have verified all of the abovementioned items and should there be information found to be incorrect, I may be subject to disciplinary action.

Signature: \_\_\_\_\_

Name in full: \_\_\_\_\_

Date: \_\_\_\_\_

### WHY THE CONCERN ABOUT COPYRIGHT?

- It is University policy to comply with the Copyright Act and regulations and in so doing, to respect the rights of authors and publishers and to pay reasonable licence fees where required by law.
- Infringements of copyright could result in legal action and significant awards for damages.

### WHAT IS BOUND BY COPYRIGHT?

Literary, musical, artistic and digital works, cinematograph films, sound recordings, broadcasts, programme-carrying signals, published editions and computer programs.

### PROHIBITIONS ON COPIES FOR USE IN EDUCATIONAL INSTITUTIONS

An educational institution, a teacher and a student **may not:-**

- Make a copy of a whole work
- Make compilations commonly referred to as 'course-packs', 'course-readers', 'study-manuals' or distribute material electronically eg .via CD, or any other digital form without prior permission from the publisher/copyright holder/copyright officer.

- In most cases publishers will give permission for one **chapter or 10% of a book and only one article from any one journal.**

### COMPLIANCE/NON-COMPLIANCE

All staff at the University are expected to comply with the copyright rules and policies. Non-compliance will have legal consequences for the University and the individual infringing copyright. Hence, it is crucially important that all staff members are copyright compliant.

### HOW MUCH DOES IT COST?

The cost of obtaining copyright permission varies greatly particularly when the fee is based in foreign currency. However, DALRO (Dramatic, Artistic and Literary Rights Organisation) who represents most of the local and overseas publishers in South Africa will charge a fee of an(x) amount/page/copy/year. UKZN now pays a Blanket License fee.

The cost is paid by each College at the beginning of the year in advance.

### HOW IS COPYRIGHT PERMISSION REPORTED

All requests for copyright permission are to be routed through the Copyright Office. You can access the application form on-line using the following URL: <http://legalservices.ukzn.ac.za/Copyright.aspx> Alternatively you can request a print copy of the form from the copyright office.

### PROCEDURE TO FOLLOW WHEN REPORTING FOR COPYRIGHT

Complete all details on the copyright application form.

- Submit the completed application form to the copyright office by internal mail/ fax/email.
- The Copyright Officer will thereby report all reproduction to DALRO
- The blanket license does not require you to obtain permission prior to making copies and distributing to students via course-packs, manuals, electronic etc. The blanket license allows for distribution without first obtaining permission but subject to the limitations set out above.
- Reporting of copyright is compulsory and all staff have to comply.

### ARE THERE ANY EXEMPTIONS FOR TEACHING PURPOSES?

**Yes.** The law does permit the making of limited number of copies for the following purposes:

#### Reproduction for research or personal use:

'Fair dealing' permits the user to copy, for his or her own study, research or private use, a single copy of a reasonable portion ( $\pm 10\%$ ) of a work, without applying for permission. The user may not distribute or make the copy available to others.

- Copies of portions of works, consistent with fair dealing, may also be used by a lecturer for teaching providing that it is used "by way of illustration" (that is by way of example, for the purposes of clarification) only and not as the primary source of instruction. In these cases full details of the source have to be acknowledged.

## EXPLANATION OF THE COPYRIGHT ACT

Copyright in South Africa is governed by the Copyright act, No 98 of 1978, as amended. South Africa is a signatory to the Berne Convention, which obliges South Africa to recognise and protect the copyright in works from signatory countries.

Please see website for details regarding the following and for more information on copyright.

**Works subject to Copyright**

**Authors and the Ownership of Copyright**

**Rights of the author and/or owner of the Copyright**

**Digital Works**

<http://legalservices.ukzn.ac.za/Copyright.aspx>

Please note as mentioned in the brochure, all copyright costs are now paid by the Colleges in advance at the beginning of the year. There is no need for lecturing/administrative staff to complete and IDR to pay for copyright applications. The copyright office will not be mailing quotations to you.

The Copyright Office operates a copyright clearance centre on behalf of the University of KwaZulu-Natal relating to copyright clearance in terms of teaching /learning materials used by students and staff.

**Contact:**

Mr Randy Phalad  
Tel: (031) 260 3580(7455)  
Fax: (031)2603581  
Cell: 0833279846  
Email: [phaladr@ukzn.ac.za](mailto:phaladr@ukzn.ac.za)  
Legal Services  
Westville Campus



# COPYRIGHT

PERMISSION IS REQUESTED TO REPRODUCE THE MATERIAL LISTED BELOW:

DATE OF APPLICATION


PLEASE PRINT AND COMPLETE IN FULL

1. DETAILS OF APPLICANT:

- a) Name of Staff Member/ Division \_\_\_\_\_
- b) Tel. ext: \_\_\_\_\_ Email: \_\_\_\_\_
- c) Discipline/School: \_\_\_\_\_ Course code: \_\_\_\_\_
- d) Campus
- |          |        |         |     |           |
|----------|--------|---------|-----|-----------|
| Edgewood | Howard | Medical | PMB | Westville |
|----------|--------|---------|-----|-----------|

2. BIBLIOGRAPHIC DETAILS

- a) Author/s \_\_\_\_\_
- b) Full Title of Book/Journal \_\_\_\_\_
- c) Book ☐ Periodical ☐ If periodical, provide vol. no and year \_\_\_\_\_
- d) Author and Title of Chapter/article to be copied:/web address  
(for periodicals only) \_\_\_\_\_
- e) Publisher: \_\_\_\_\_ Place of publication: \_\_\_\_\_
- f) ISBN/ISSN \_\_\_\_\_ Total no of pages in book: \_\_\_\_\_
- g) Page no. to be copied: From  To
- h) No. of copies required:
- i) Copies to be made from
- |                     |                                 |             |                 |
|---------------------|---------------------------------|-------------|-----------------|
| Single item handout | Library's short loan collection | Course pack | Electronic copy |
|---------------------|---------------------------------|-------------|-----------------|
- j) For which Academic year will the copies be prescribed: 20\_\_\_\_
- k) No. of students registered for the course

FOR OFFICE USE ONLY

APPLICATION APPROVED  
APPLICATION NOT APPROVED


All completed application forms to be sent to: Mr. R Phalad:  
Vice Chancellor's House  
Westville Campus  
UKZN

## UKZN BLANKET LICENSE

- The University has now opted to use the Blanket License for copyright protection and has thereby signed a contract (commencing 2012) with DALRO who are mandated by majority of the publishers both nationally and internationally to collect royalty payments on their behalf.
- However, there are limitations regarding the copying of material, ie percentages allowed etc. Please refer to the copyright brochure for these limitations. (transactional license and blanket license do not defer regarding the percentage that can be copied from texts)
- You are still required to submit the copyright application form to the copyright office by internal mail/ fax/email.
- The Copyright Officer will thereby report all reproduction to DALRO  
The blanket license does not require you to obtain permission prior to making copies and distributing to students via course-packs, manuals, electronic etc. The blanket license allows for distribution without first obtaining permission but subject to the limitations set out in the copyright brochure that is available on the [copyright website](http://legalservices.ukzn.ac.za/Copyright.aspx).  
<http://legalservices.ukzn.ac.za/Copyright.aspx>
- Please note that it is compulsory that all reproduction of works is reported to the copyright office in order for us to inform DALRO which publishers to pay. The Copyright Officer will regularly carry out inspections at the printing shops, the electronic servers as well as with the schools to ensure all reporting.
- DALRO will also conduct these inspections at various times on all campuses to ensure compliance.
- Please contact the copyright office for any queries regarding the blanket license. College DVC's and Heads of Schools are urged to request their staff to contact the Copyright Officer to arrange for meetings to discuss the blanket license.
- Randy Phalad  
Contracts Management &  
Copyright Consultant  
Legal Services  
VC House
- Ext : 7455  
Email: [phaladr@ukzn.ac.za](mailto:phaladr@ukzn.ac.za)  
Cell : 0833279846



## **UNIVERSITY OF KWAZULU-NATAL: APPROVED SIGNATORIES**

With effect from 29 September 2020

It is resolved that, with immediate effect, the following persons and their successors in title, be authorised either singly or jointly, as may be necessary, and acting in their respective capacities as shown hereunder, to sign on behalf of the University as follows:

Unless indicated otherwise herein, an employee who has been duly appointed to act in a post has the same signing powers as if he/she was occupying that post.

An employee who exercises these powers shall enter his/her initials, surname and rank or acting rank below his/her signature.

Details of successors in title and persons acting in post mentioned below are reported at the next meeting of Council following the date on which that person has been appointed to succeed or act.

### **LEGAL DOCUMENTS**

Legal documents including, but not restricted to, agreements, contracts, deeds of suretyship, deeds of pledge and acknowledgement of debts, and to institute or defend legal proceedings by or against the University and to sign all documents on behalf of the University which may be required in connection with legal proceedings by or against the University.

Vice-Chancellor	<i>Nana Poku</i>
Chief Finance Officer	<i>Nontuthuko Mbhele</i>
Registrar	<i>Kathlyn Elena Cleland (Acting)</i>
Director: Governance & Administration (to a maximum value of one million rand)	<i>Vacant</i>

#### **Research Contracts only:**

Deputy Vice-Chancellor: Research (which shall include all mandate documents, pre and final grant proposals, grants and declarations in relation to research contracts/agreements)	<i>Deresh Ramjugernath</i>
Pro Vice-Chancellor: Innovation, Commercialization and Entrepreneurship	<i>Vacant</i>
University Dean of Research (to a maximum value of one million rand)	<i>Urmilla Bob</i>

**Intellectual Property:** All forms relating to the registration and assignment of Intellectual Property Rights and all agreements relating exclusively to Intellectual Property

Deputy Vice-Chancellor: Research	<i>Deresh Ramjugernath</i>
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#### **Cooperation and exchange agreements with foreign universities only:**

Executive Director: Corporate Relations	<i>Norma Happy Zondo (Acting)</i>
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### **Infrastructural Development (including building works, construction and plans) and Lease of University Owned Immovable Property**

#### **Infrastructural Development**

Chief Finance Officer together with the Executive Director: Institutional Planning & Governance (contracts where value is in excess of ten million rand)	<i>Nontuthuko Mbhele and Kishore Gobardan</i>
Executive Director: Institutional Planning & Governance (contracts where value is in excess of one million rand to a maximum of ten million rand)	<i>Kishore Gobardan</i>
Executive Director: Institutional Planning & Governance (all plans)	<i>Kishore Gobardan</i>

Director: Campus Management Services and  
Director: Infrastructure Planning & Projects  
(contracts where value is one million rand or less)

*William Smith (Acting)*  
*William Smith*

**Lease of University Owned Immovable Property**

Executive Director: Institutional Planning & Governance  
(lease agreements to a maximum rental value of five-hundred thousand  
rand per annum and duration of three years)

*Kishore Gobardan*

Director: Campus Management Services  
(lease agreements to a maximum rental value of two-hundred thousand  
rand per annum and duration of three years)

*William Smith (Acting)*

**ACADEMIC RECORDS AND ACADEMIC DOCUMENTS ON BEHALF OF THE REGISTRAR**

**University wide**

Director: Student Academic Administration  
Head: Central Student Records  
Head: Student Academic Administration, Edgewood  
  
Head: Student Academic Administration, Westville  
Head: Student Academic Administration, Howard College  
& Medical School  
Head: Applications & Information Office  
Head: Student Academic Administration, Pietermaritzburg  
Director: Governance & Administration

*Mark Andrew Tufts (Acting)*  
*Thabo Olehile Zacharia Moeng*  
*Thabo Olehile Zacharia Moeng*  
*(Acting)*  
*Nonhlanhla Gladness Mofokeng*  
*Ajit Adhab Panday*  
*Ayanda Mthanti*  
*Sarah Claudia Njapha*  
*Patricia Pearson (Acting)*  
*Vacant*

**College of Agriculture, Engineering & Science**

Director: College Professional Services  
Manager: College Academic Services

*Mandlenkosi Mdhluli (Acting)*  
*Tracy Govender*

**College of Health Sciences**

Director: College Professional Services  
Manager: College Academic Services

*Stephanus Johannes Botha*  
*Ranithadevi Ramdeyal*

**College of Humanities**

Director: College Professional Services

*Rosemary Mankinti Phumelele*  
*Zakwe (Acting)*  
*Karen Evelyn Sallie*

Manager: College Academic Services

**College of Law & Management Studies**

Director: College Professional Services  
Manager: College Academic Services

*Aliya B Vaid (Acting)*  
*Marian Nicolette Soraya Kisten*

**Edgewood Campus**

Senior Administrative Officer: Student Academic  
Administration  
Principal Academic Administrative Officer: Edgewood  
Manager: School Operations: School of Education

*Thokozani Temprence Khanyile*  
  
*Nomsa Abigail Ndlovu*  
*Themba Emmanuel Mbongwe*

**HUMAN RESOURCES RELATED LEGAL DOCUMENTS**

All Human Resources related legal documents including but not limited to: recognition agreements, collective agreements, retrenchment packages and employment settlement agreements.

Executive Director: Human Resources

*Siphelele Zulu*

**Letters of appointment**

Executive Director: Human Resources

*Siphelele Zulu*

The undermentioned persons have authority to make offers and sign letters of appointment for posts Grade 7 and below, Senior Lecturer and below, honorary appointments, Research Fellows and Senior Research Associates; University wide or limited to their specific College or Division:

**University wide**

Director HR Reward Services  
Manager: Human Resources – Professional Services

*Hiraman Ramkisson*  
*Thabisile Gwambe*

**College of Agriculture, Engineering & Science**

Manager: Human Resources

*Shereen Mary Balkisson*

**College of Health Sciences**

Manager: Human Resources

*Skhumbuzo Aubrey Mbona*

**College of Humanities**

Manager: Human Resources

*Nonhlanhla Kunene*

**College of Law & Management Studies**

Manager: Human Resources

*Fikile Vicky Sithole*

**Deferred compensation and other staff benefits related matters**

Director HR Reward Services  
Manager: Human Resources – Professional Services

*Hiraman Ramkisson*  
*Thabisile Gwambe*

**STUDENT LOAN AGREEMENTS**

Student Loan Agreements, on the terms and conditions determined by the University.

Executive Director: Student Services  
Manager: Student Funding  
Head: NSFAS Funding

*Vacant*  
*Michael Newton Andrew Davids*  
*Vacant*