

# **BUSINESS OF CONSULTING ENGINEERING MANAGEMENT DEVELOPMENT PROGRAMME**

# **STUDENT AGREEMENT**

Entered into by and between

(Hereinafter referred to as “**the Student**”)

(Hereinafter referred to as “**the Employer**”)

(Hereinafter referred to as “**the Workplace Mentor**”)

**Consulting Engineers South Africa NPC**

(Hereinafter referred to as “**CESA NPC**”)

January 2024

## 1. INTRODUCTION

The CESA School of Consulting Engineering (SCE) is a division of Consulting Engineers South Africa NPC and is responsible for CESA's "Business of Consulting Engineering Management Development Programme (BCE MDP).

The Development Programme is a personal and professional development programme aimed mainly at graduate engineers and technologists working in consulting engineering companies.

The modules covered under this programme are:

- Consulting Engineering Environment
- Project Delivery
- Finance
- Law

This Student Agreement binds the Student, their Employer, the Student's Workplace Mentor and CESA NPC for the duration of the programme or the time that the Student takes to complete the full programme whichever occurs last.

The aim of the Agreement is to clarify the expectations, rights, roles, and obligations of each of the parties to the Agreement - the Student, the Employer, the Student's Workplace Mentor and CESA NPC, and the resources required to fulfil the programme requirements.

The programme is a work intensive programme which requires considerable commitment in terms of time and effort as outlined below:

- Approximately thirty-five (35) weekly online training sessions of about five and half hours each, is compulsory, and participation in class activities, is required. The online sessions may extend into the early evening depending on circumstances.
- Approximately fifty to sixty assignments, requiring an estimated average of four to five hours of the Student's own time, are required to complete each assignment.
- Continual research.

It is expected that each student will be provided, by their Employer, with the required time, resources, and support, at their place of work, to complete the programme successfully.

Students are required to complete assignments in their own time, except for acquiring relevant information from their companies and discussing their assignments with their workplace mentor.

## 2. INTERPRETATIONS AND DEFINITIONS

Activities	Activities are undertaken during the online training sessions, using virtual breakaway rooms, where the students will work in groups and must complete given tasks during a given time. At the end of each activity group session, a designated Student will represent their group and present their group's report on the task's outcome. (Refer to Appendix 5)
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INITIALS: EMPLOYER \_\_\_\_\_ STUDENT \_\_\_\_\_ STUDENT'S WORKPLACE MENTOR \_\_\_\_\_ CESA NPC \_\_\_\_\_

Assignments	<p>Assignments are given to the Students, in accordance with the programme's exit outcomes and needs to meet specific criteria (refer to Appendix 5).</p> <p>The Assignments are to be completed by the Students in their own time, except for gaining information from their company for the relevant assignment.</p> <p>There is a specific timeframe to complete each assignment, that needs to be submitted via the CESAnet.</p>
BCE	Business of Consulting Engineering.
BCE MDP	Business of Consulting Engineering Management Development Programme.
BCE Mentor	Each Student is allocated a BCE Mentor, from the pool of Convenors and Facilitators, whose role is to support the Students throughout the programme.
CESA	Consulting Engineers South Africa.
CESA NPC	Consulting Engineers South Africa Non-Profit Company t/a School of Consulting Engineering (SCE) (refer to Appendix 4).
CESA Education and Training Committee	Oversees the monitoring of the quality of training offered by the School of Consulting Engineering (SCE).
CESAnet	<p>Students, Convenors, and Facilitators' Intranet portal, where all parties will be able to access training material, assignments, activities, reference and resource documents (Electronic Library).</p> <p>The Students will be able to upload their assignments, obtain assignment results, correspond with their BCE Mentor, Facilitators, Module Convenors, and other class Students.</p>
Development Programme	Business of Consulting Engineering Management Development Programme (BCE-MDP).
Employer	The company which has enrolled the Student onto the development programme (refer to Appendix 2).
Facilitator	A Facilitator is a Subject Matter Expert who imparts their knowledge and experiences during the contact sessions, by means of presentations or activities.
Fee	<p>The price paid to CESA NPC for a single Student to attend the Programme. The fee includes attendance at the online sessions, access to the electronic library, assessment and moderation of assignments and exams, ECSA CPD points, CPD certificate and the use of the CESAnet.</p> <p>Excluded: The Employer or Student must provide their own computer equipment and any other personal expenses, such as a steady internet connection and sufficient data for the duration of the online class and for research purposes. (A minimum of 4mbps Wi-Fi internet connection).</p>
Module Convenor	Module Convenor is responsible for setting the aims and learning outcomes of the module and, alongside other subject matter experts who facilitate on the module, for ensuring that the delivery and assessment of the module, including resource considerations, setting, and marking of assignments and summative assessments (exams), facilitates the achievement of the stated learning outcomes and the quality of the assessment process for the module.

INITIALS: EMPLOYER \_\_\_\_\_ STUDENT \_\_\_\_\_ STUDENT'S WORKPLACE MENTOR \_\_\_\_\_ CESA NPC \_\_\_\_\_

Online sessions	Approximately 35 weekly afternoon online sessions which typically take place every Tuesday from 12:45 to 17:30, with occasional longer sessions until 18:30.
Parties	The authorised signatories to this Agreement.
Portfolio of Evidence	The Portfolio of Evidence is a compilation of the successfully completed assignments, activities, and exams which are uploaded by the student onto the CESAnet.
Programme Convenors	<p>Programme Convenors are appointed by CESA NPC, and work in conjunction with CESA's Education and Training Committee in assuring the quality of the programme's content.</p> <p>Convenors are responsible for marking and assessing assignments and exams and for the general roll-out of the programme, in conjunction with CESA's Education and Training Manager.</p>
Resubmission	When a Student does not achieve the required assignment exit outcomes, they will be required to resubmit the assignment (refer to Appendix 5).
SCE	CESA's School of Consulting Engineering.
Student	The individual who has enrolled in the BCE MDP. (refer to Appendix 1).
Workplace Mentor	A Workplace Mentor is an employee from within the company or an appointed external mentor, preferably in management, who has undertaken to support, encourage and assist the student in obtaining work experience and any information required to complete assignments. Although not a requirement, it is preferable for a workplace mentor to be a technical person.

### 3. STUDENT

- 3.1. The rights of the Student are defined in detail in Appendix 1A and are in general terms but not limited to being given the best opportunity to complete the programme successfully.
- 3.2. The obligations of the Student are defined in detail in Appendix 1B and are in general terms but not limited to performing the actions and all work required by their Facilitator, BCE Mentor, Workplace Mentor, and/or Module Convenors, to complete the programme successfully.
- 3.3. If the Student enrolls themselves onto the BCE Programme and pays the Fee, the Student assumes full and sole responsibility for the rights and obligations of the Employer as described in 4. See below and Appendix 2A and 2B.

### 4. EMPLOYER

- 4.1. The rights of the Employer are defined in detail in Appendix 2A and are in general terms, but not limited to being provided with feedback regarding the performance of their Employee, as well as recommendations on any corrective measures which may be required to improve the performance of their Employee, where this is deemed necessary, by CESA NPC or the Programme Convenors or Facilitators.
- 4.2. The obligations of the Employer are defined in detail in Appendix 2B and are in general terms but not limited to providing the student with the required support and work experience when/ where this is a specific programme requirement.

INITIALS: EMPLOYER \_\_\_\_\_ STUDENT \_\_\_\_\_ STUDENT'S WORKPLACE MENTOR \_\_\_\_\_ CESA NPC \_\_\_\_\_

## 5. WORKPLACE MENTOR

- 5.1. The rights of the Workplace Mentor are defined in detail in Appendix 3A and are in general terms, but not limited to being provided with feedback, as regarding their Students performance, as well as recommendations on any corrective measures which may be required to improve the performance of their Student, where this is deemed necessary, by CESA NPC or Convenors or Facilitators.
- 5.2. The obligations of the Workplace Mentor are defined in detail in Appendix 3B and are in general terms but not limited to providing their student with the required support and work experience when/where this is a specific programme requirement.

## 6. CESA NPC

- 6.1. The rights of CESA NPC are defined in detail in Appendix 4A and are in general terms to require the parties to conduct themselves in accordance with their obligations.
- 6.2. The obligations of CESA NPC are defined in detail in Appendix 4B and are in general terms ensuring that the programme is conducted in accordance with the programme requirements.
- 6.3. CESA NPC is committed to protecting the employer's and student's privacy and recognises that it needs to comply with statutory requirements to perform its duties in rolling out the Business of Consulting Engineering Management Development Programme. This will be in alignment with the Constitution of the Republic of South Africa that everyone has the right to privacy and the Protection of Personal Information Act 4 of 2013 ("POPI"), which includes the right to protection against unlawful collection, retention, dissemination, and use of personal information.

## 7. TERMINATION OF AGREEMENT

This agreement terminates when:

- 7.1. The Student successfully completes the Programme.
- 7.2. The Student is dismissed by the Employer.
- 7.3. The Employer and Student agree to terminate the agreement.
- 7.4. The Student has terminated their employment with the Employer.
- 7.5. CESA NPC has terminated the Agreement in consultation with the Student and their Employer.
- 7.6. The conduct of the Student at any given time during the programme and after fair warning warrants termination of this agreement.

Termination of the Agreement shall be by notice in writing.

## 8. SUBSTITUTION

Substitution of one student with another is not permitted once the programme has commenced.

## 9. PAYMENT

- 9.1. Unless otherwise agreed in writing, the full payment of the fee must be made by the party responsible for making payment, prior to the commencement of the first contact session of the programme.

INITIALS: EMPLOYER \_\_\_\_\_ STUDENT \_\_\_\_\_ STUDENT'S WORKPLACE MENTOR \_\_\_\_\_ CESA NPC \_\_\_\_\_

9.2. No refund, of any portion of the fee will be made to the Employer or the Student, in the event of the termination of a student's enrolment in the programme by either the Student, the Employer, or CESA NPC.

9.3. If the Student's participation in the programme is deferred for reasons accepted by CESA NPC there will be no refund of any portion of the fee. Subject to CESA NPC's determination, the party responsible for making payment may be exempted from paying the full fee should the Student continue with the programme in the year that follows. The amount of the fee, to be paid or exemption, will be determined by CESA NPC.

**10. DISPUTES**

Any dispute shall be referred to the CESA Education and Training Committee whose decision will be final and binding.

**11. NON-VARIATION**

This document records the entire agreement between the parties. No variation shall be of any force unless such variation is agreed to, recorded in writing, and signed by all parties.

**12. DECLARATION OF PARTIES:**

12.1. We understand that this Agreement and its contents are binding on us.

12.2. We agree to rights and obligations conferred by this Agreement.

**13. SIGNATORIES:**

**STUDENT:**

<b>Name / Surname</b>	<b>Designation</b>
_____	_____
<b>Company:</b>	
_____	
<b>Signature:</b>	<b>Date</b>
_____	_____
<b>Place:</b>	<b>Witness Signature:</b>
_____	_____

INITIALS: EMPLOYER \_\_\_\_\_ STUDENT \_\_\_\_\_ STUDENT'S WORKPLACE MENTOR \_\_\_\_\_ CESA NPC \_\_\_\_\_

**EMPLOYER:**

**Name / Surname**

**Designation**

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**Company:**

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**Signature:**

**Date**

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**Place:**

**Witness  
Signature:**

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**WORKPLACE MENTOR:**

**Name / Surname**

**Designation**

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**Company:**

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**Signature:**

**Date**

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**Place:**

**Witness  
Signature:**

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**CESA:**

**Name / Surname**

**Designation**

**Brenda Lacey-Smith**

**Manager: Education & Training**

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**Company: Consulting Engineers South Africa NPC**

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**Signature:**

**Date 15 February 2024**

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**Place: Paulshof**

**Witness  
Signature:**

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INITIALS: EMPLOYER \_\_\_\_\_ STUDENT \_\_\_\_\_ STUDENT'S WORKPLACE MENTOR \_\_\_\_\_ CESA NPC \_\_\_\_\_

# **APPENDIX 1 – STUDENT**

## **1A - Student's Rights:**

- Receive training in terms of the programme.
- Have access to the required resources.
- Have their performance assessed.
- Have access to the assessment results.
- Receive a certificate once the student has demonstrated that they have adequately met all the programme's exit outcomes.
- Raise grievances in writing with CESA's Education and Training Committee concerning any short comings in the training.

## **1B - Student's Obligations:**

- Take full responsibility for their own learning.
- Acknowledge that they are aware that the programme requires considerable commitment in terms of effort and time, which includes completing most of their assignments outside of office hours, to achieve the programme outcomes.
- Perform research and undertake to read the relevant literature (including pre- and post-contact session reading) required to achieve the programme outcomes.
- Attend all online sessions, logging into the sessions on time, as well as attend the full duration of the online session and actively participating in class activities, notwithstanding that the online sessions may extend beyond the normal finishing time depending on circumstances.
- Students are expected to devote their full attention during the online sessions, and not to be simultaneously involved with other activities such as driving, construction site activities, undertaking work responsibilities or domestic matters, etc.
- If a student is unable to participate in any online class, they must properly request permission to be absent from class via the CESAnet and upload a letter or email from their employer outlining the reasons for their absence.
- The student accepts that absence from an online session will not release them from the obligation for timeously completing and submitting all related assignments and activity worksheets. If absence is granted by the CESA NPC, arrangements will be made to record the relevant contact session and the student will be required to watch the entire recording in their own time.
- Accept that, at the sole discretion of CESA NPC, a student who is repeatedly absent from online sessions, will, after a written warning, be excluded from writing the exam and will not successfully complete the programme.
- Complete the entire programme within the specified time, unless otherwise permitted by the CESA NPC.
- Abide by the Rules and Regulations and the Code of Conduct applicable to the BCE programme.
- Meet the requirements for Activities, Assignments, and the Exams, as detailed in Appendix 5, to achieve the programme outcomes.

INITIALS: EMPLOYER \_\_\_\_\_ STUDENT \_\_\_\_\_ STUDENT'S WORKPLACE MENTOR \_\_\_\_\_ CESA NPC \_\_\_\_\_

- Achieve no less than the minimum average score of 60% for the assignments in each module, and in terms of the assignment assessment criteria. Failure to comply with the requirements will result in termination of the Student's participation in the Programme.
- Attend online Assignment feedback sessions, as and when required.
- Diligently prepare, study for, and attend final exams.
- Accept that a **pass mark of 60% per module, in all modules, is required to pass the year end exams.**
- Accept that permission, to write the supplementary exams, will only be granted if the Employer provides a written motivation letter to CESA's Education and Training Manager, requesting for their employee to write a supplementary exam/s, showing good and just cause as to why such permission should be granted.
- Accept that the **pass mark for supplementary exams is 65% per module.**
- Always submit independent and own work, and not to copy or collude with any current or past students when submitting assignments.
- Failure to comply with the Code of Conduct will lead to the termination of the Student's participation in the programme, and no refund will be considered.
- Where a Student pays for their own registration fee and all other expenses related to attending and participating in the programme, the Student will be responsible for payment of any/all amounts in terms of the payment clause.
- Achieve the required work experience, whilst on the programme, as part of the learning process.
- Be fluent in English (spoken and written) as all online sessions, presentations, training material, hand-outs and assignments will be conducted, issued, and completed in English.
- Inform CESA NPC of any personal matters, health concerns and/or disabilities, which may at any time affect the participation in the programme or performance of the Student.
- Access and utilise the CESAnet resources responsibly. (The CESAnet and its content, is for the sole purpose of obtaining training and reference material, and research documents, assignment and activity worksheets, as well as for uploading assignments, obtaining results, communicating with the Facilitators, Convenors, the Programme Coordinators and other class Students).
- The reference and research documents on the CESAnet are not to be shared in any manner, with anybody other than the current year students.
- Observe workplace policies and procedures.
- Compile and complete a Portfolio of Evidence on the CESAnet including successfully completed assignments, class and other activities, and any other written reports or material prepared during the programme.

## **APPENDIX 2 – EMPLOYER**

### **2A - Employer's Rights:**

- Expect the other Parties to fulfil their obligations in terms of this Agreement.
- Receive feedback reports on their Student's results and performance, whilst on the programme.
- Be assured that, as far as is reasonably possible, all Employers' sensitive information will be kept confidential.

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## **2B - Employer's Obligations:**

- Release the Student during normal working hours to attend weekly online sessions.
- Appoint a dedicated Workplace Mentor in the workplace, to assist their Student with information regarding their assignments. (Appendix 3 – Workplace Mentor).
- **Accept that attendance at all the weekly online sessions is compulsory, as is submitting assignments on time.**
- Understand that leave of absence from the online sessions and late submission of work will only be granted under exceptional circumstances, and that the Employer will be responsible to provide a satisfactory written motivation for such absence and/or late submission.
- Agrees to make sufficient company information available for the student to meet the student assignment obligations except for any information regarded by the Employer as confidential.
- Acknowledge and understand that the Student's participation in the Programme requires considerable commitment, however, the students are expected to complete most of their assignments outside of normal office hours. Under exceptional circumstances, the Employer may need to allow time during working hours for the student to meet their obligations such as completion and submission of assignments and activities.
- Pay the registration fee and all other expenses related to attending and participating in the programme, in terms of the payment clause.
- Provide the Student with access to a computer (preferably a laptop) with camera and microphone capabilities, and sufficient data for the duration of the online class and activities, research, and assignments.
- Provide the Student with appropriate opportunities, facilities, and training in the workplace to achieve the relevant outcomes required by the programme.

## **APPENDIX 3 – WORKPLACE MENTOR**

### **3A - Workplace Mentor's Rights:**

- Expect the other Parties to fulfil their obligations in terms of this Agreement.
- Receive feedback reports on their Student's results and performance, whilst on the programme.
- Be assured that, as far as is reasonably possible, all Employers' and Workplace Mentors' sensitive information will be kept confidential.

### **3B - Workplace Mentor's Obligations:**

- Provide support and assistance to the student when needed for the completion of assignments.
- Arrange for the Student to have access to information and resources in the workplace, which may be required for various aspects of the Programme.
- Regularly meet with, review, discuss and provide guidance to the Student regarding their assignment or any aspect of the Student's obligations in respect of the BCE MDP programme.
- Act as the link between the student and CESA NPC and assist to resolve any problems of any nature whatsoever, which may arise during the programme, particularly with respect to the student's performance.

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## **APPENDIX 4 – CESA NPC**

### **4A - CESA NPC's Rights**

- Access to the Student's electronic files, learning material and if necessary, to visit them at their workplace.
- Contact the Student's Workplace Mentor and/or HR Practitioner to discuss the student's progress, and corrective action, should it be deemed necessary.
- Share and/or include in its programmes exceptional assignments submitted by the Student and/or certain information, which in the opinion of CESA NPC would be constructive to the improvement and/or the further development of the programmes. In exercising this right, CESA NPC undertakes to consult with the Employer and the Student regarding permission and the removal/omission of sensitive details/material.

### **4B - CESA NPC's Obligations**

- CESA NPC is committed to protecting and promoting the privacy of all personal information and to give effect to the constitutional right to privacy and to fulfil its obligations under the Protection of Personal Information Act No 4 of 2013.
- Provide education and training in terms of the programme.
- Provide Programme Convenors, Facilitators, and Subject Experts, in the relevant modules.
- Provide training material and resources.
- Allocate a BCE Mentor to each Student, to provide support and guidance when a Student asks for it or when/where, in the opinion of the BCE Mentor, the Student requires assistance.
- Provide ongoing assessment of the Student's performance for the duration of the programme and submit reports on the Student's performance to the Employer.
- Provide the opportunity for the Student or the Employer to give feedback to CESA NPC on any problems/concerns they have encountered with the Programme.
- Ensure that as practicably possible, all Employers' confidential and sensitive information will be treated as being confidential and kept confidential.

## **APPENDIX 5 - ASSIGNMENTS AND ACTIVITIES**

### **1. INTRODUCTION**

Attendance at the online sessions is compulsory because they are an essential opportunity for students to build their knowledge through presentations and lectures from specialist subject presenters and interaction with the other students. Notwithstanding this the real backbone of the BCE programme is the assignments and activities undertaken and submitted by the students. The activities normally take place during the online sessions, and the assignments are prepared and submitted between the online sessions.

Students are required to complete and submit approximately fifty to sixty assignments during the year, at a rate of approximately two per week. The assignments are all based on the work presented during the online sessions, and comprehensive reference material is provided, but students are expected to carry out their own research in the workplace, discuss the assignments with their Workplace Mentors, and as far as possible to base the assignments on actual projects being carried out and procedures in the workplace.

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Generally, the assignment related to a particular lecture/presentation is required to be undertaken and submitted within one week after the relevant lecture/presentation. Where necessary, students are encouraged to obtain support and assistance from their BCE Mentors and Module Convenors. The assignments require commitment and a lot of hard work, but any diligent student should find them manageable. As a very rough guide, it is intended that each assignment should be completed within about five hours, of which most of the work should be completed outside of the office hours.

One of the strong objectives of the BCE programme is personal development, and thus the manner in which the students conduct themselves during the course of the programme is monitored and forms part of the assessment process in evaluating the overall performance of each student. A sense of responsibility and self-discipline when preparing and submitting assignments and activity worksheets is thus most important, not only as far as the quality of work is concerned, but equally important is the timeous submission of all work which must be based on the “rules” described hereunder.

## 2. ACTIVITIES

Activities are undertaken during the online training sessions, using virtual breakaway rooms, where the Students will work in groups and must complete given tasks during a given time. At the end of each activity, a designated Student for that week will present their group’s findings on the task’s outcome.

Each Student is required to provide a brief write-up of the group’s discussions and the outcomes and insert this in their Assignment and Activity Worksheet. The worksheets are best completed during the online sessions as the group activity takes place, but Students may complete the worksheet at home and submit it together with the relevant assignment on the Assignment and Activity Worksheet.

**Students who fail to submit all the completed Activity worksheets on time will be considered not to have met the programme outcomes.**

## 3. ASSIGNMENTS

The following criteria apply to assignment submissions:

- 3.1. The students will be provided with a timetable on the CESAnet, indicating the assignment names and the dates on which each assignment must be submitted. Assignments typically must be submitted before 12:00 mid-day on the Tuesday, one week after the relevant online session.
- 3.2. An assignment worksheet is provided for each assignment on the CESAnet. The worksheet explains the work that must be done for both any activity and/or an assignment related to a particular online session and there is a detailed list of criteria against which the submitted work will be evaluated. The student must download the assignment, and thereafter carefully read and understand the questions, and assessment criteria, and refer to reading and reference material before attempting to answer any question.
- 3.3. Students are encouraged to always work together during the programme, and this also applies to the preparation of Activity reports, however, they must work own their own for written Assignments. In the case of Activities, normally one student in the Activity group will take notes and will circulate the notes to the other group members who may use them verbatim when preparing the Activity report. In the case of written Assignments, although students are welcome to discuss the Assignments with one another in detail, every student must demonstrate that they have prepared the assignment independently.

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**Any evidence that a student has submitted work which is not of their own creation will be treated as possible collusion and will be subject to investigation by CESA NPC and will result in a disciplinary process which will normally result in expulsion of the student(s) from the programme at the sole discretion of CESA NPC. Refer also to the Code of Conduct applicable to the BCE programme, which is published on the CESAnet.**

**The basic principle is that Students must never share their written assignments with others, either in writing or verbally.**

- 3.4. Students are likewise encouraged to make use of modern technology and artificial intelligence in the preparation of reports and assignments, particularly where this can assist in ensuring good spelling and grammar and a well formatted document. Once again, in the case of internet sourced reference material or reference material obtained from any other source, the students must demonstrate independent thought and knowledge and any reference material must be listed and described as such. Wording used from any reference source must be described as a quote. Likewise, the use of artificial intelligence-based systems such as ChatGPT may be acceptable in the preparation of an assignment **provided that the student can demonstrate independent thought, knowledge, and an understanding of the subject matter and provided that the student lists the AI system used as a reference source.** Failure to comply with these requirements will be regarded as plagiarism and will lead to the same disciplinary process described in 3.3 above.
- 3.5. Every assignment is evaluated firstly by the relevant Module Convenor or relevant Facilitator. This assessment and marking process normally commences one week after the submission date for the assignment, after which the assignment is then moderated by the full panel of Programme Convenors, and detailed feedback is prepared on an individual basis for each student. The assignment feedback is then finally sent to each student via the CESAnet and emailed to their Workplace Mentor, with the objective that the feedback should be sent to the students within three weeks after the submission date.
- 3.6. As the BCE programme is outcomes based, assignment submissions are not “marked” in the traditional manner, but they go through an evaluation and moderation process in which the student’s work is measured against several criteria.
- 3.7. Assignments which meet the assessment criteria for that assignment are rated as “Achieved”, or if they exceed the assessment criteria, they are rated “Excellent”. It should be noted that the “Excellent” rating is only awarded under exceptional circumstances where the student clearly demonstrates that they have submitted work of a standard higher than that which was expected and with extra effort. It is intended to recognise students who “go the extra mile”.
- 3.8. Assignments which show that the student understands the work and meets the assessment criteria but lacks detail and satisfactory content, and/or shows poor effort and/or presentation are rated as “Achieved with Comments”.
- 3.9. Assignment submissions, which do not meet the assignment’s assessment criteria, will need to be redone and resubmitted. The Student should discuss such assignments with either their Workplace Mentor or their BCE Mentor before resubmitting the assignment after which the resubmission will once again be evaluated and moderated, and the student will receive revised feedback.
- 3.10. To enable the Programme Convenors to monitor and measure the student’s overall performance during the programme and to provide meaningful feedback to the student and their Workplace Mentors, a weighting or “score” is provided against the criteria used to evaluate the assignment. The maximum “score” for an assignment is 10 and the student must achieve a minimum average “score” of 6 or 60%

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for each module over the entire programme. The evaluation and “scoring” process is illustrated in the following table:

EVALUATION	RESULT	SCORE
<b>Excellent work submitted, which exceeds the Assessment Criteria (only awarded under exceptional circumstances)</b>	EXCELLENT (E)	10
<b>Satisfactory presentation, content and understanding of the work</b>	ACHIEVED (A)	8
<b>Assignment meets the assessment criteria but could be improved (content, understanding, effort, language, presentation, incorrect assignment loaded etc.)</b>	ACHIEVED WITH COMMENTS (AC)	6
DEDUCTIONS		
<b>Assignment does not meet the assessment criteria</b>	RESUBMIT (R)	-1
<b>References not listed</b>	Penalty applies	-1
<b>Assignment submitted late even with extension granted</b>	<b>Penalty applies</b>	-1
<b>Assignment submitted late, or after the extension date, and without either an extension or further extension granted</b>	Penalty applies	<b>-1 for each day late</b>

- 3.11. The above procedures will be explained to the students in more detail during the first online session.
- 3.12. To qualify to write the exam, at the end of the year, every student MUST complete and submit every single activity report and assignment. Every assignment, after evaluation as described above, must meet the assessment criteria for that assignment, even if that means resubmitting the assignment several times.
- 3.13. Online Assignment Feedback Sessions will be held in addition to the normal online sessions. The Students’ attendance at these sessions may be compulsory, at the Programme Convenors’ discretion, and depending on the circumstances. The sessions will generally take place after the normal lectures and presentations or at 16:00 on a Wednesday afternoon and should finish within an hour.
- 3.14. The assessment score achieved for each assignment, together with the assignment feedback, will be sent to the student via the CESAnet, and via an email to their workplace mentor. A minimum average “score” of 6 or 60% must be achieved for all assignments in a module to qualify to write the exam for the module concerned.
- 3.15. Assignments which are submitted late are extremely disruptive to the students’ progress as well as, the other students and the programme administration. When an assignment is submitted late by the student, it has a “snowball” effect on the preparation and submission of all subsequent assignments and experience has shown that the student quickly loses control of the situation and is unable to catch up. Nevertheless, it is recognised that sometimes, due to circumstances beyond the student’s control, a delay in the submission of an assignment is unavoidable. If a student becomes aware that they will be unable to submit an

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assignment by the cut-off date and time, they must immediately request, via the CESAnet, with reasons, permission to submit the assignment late. The following will apply:

- 3.15.1. A request for an extension to the assignment submission date must be submitted timeously and in writing on the CESAnet and a valid reason must be provided for the request. Last-minute, or past the deadline date requests, or unreasonable requests for extensions will not be accepted. Permission to submit an assignment late will be granted at the sole discretion of CESA NPC.
  - 3.15.2. The request must include a proposed new submission date, which should normally be no later than one week after the original submission date.
  - 3.15.3. Permission for an extension not exceeding one week will be granted at the sole discretion of the Module Convenors but will normally not be unreasonably withheld. One mark will be deducted from the assignment "score" for all assignments submitted after the due date, regardless of whether or not permission for a late assignment submission was requested or granted.**
  - 3.15.4. Requests for extensions exceeding one week will only be granted under exceptional circumstances and at the sole discretion of CESA NPC.
  - 3.15.5. All requests for extensions exceeding one week must be accompanied by a properly motivated letter providing acceptable reasons from the Employer, and/or a medical certificate, or other documentary proof which may be considered by CESA NPC.
  - 3.15.6. Normal work-related activities such as project deadlines, attendance at work related meetings, travel within South Africa, and the like, will not be considered to be exceptional circumstances.
  - 3.15.7. Exceptional circumstances may include matters such as medical reasons, business travel outside South Africa, family tragedy or emergency (immediate family only), or any other matter which CESA NPC, at its sole discretion may consider to constitute exceptional circumstances.
- 3.16. Students who do not comply with the above will be penalised, as explained in the table above by having marks deducted from their assignment "score". Regardless of the penalties incurred it remains compulsory for the student to complete and submit every activity report and/or assignment for a particular module and every assignment must gain an evaluation of "ACHIEVED" to qualify to write the exam.
  - 3.17. A student may appeal a decision to refuse a request for an extension or the application of penalties for late assignment submissions, provided that such appeal is lodged in writing via the CESAnet with valid reasons, within seven (7) days of the student being notified of such refusal.
  - 3.18. **Each time a student submits an assignment or activity more than one week late without being granted permission for a late submission, the "score" for the assignment will be zero. Students who end up with three or more zeros in a particular Module, will not be allowed to write the exam for the Module concerned.**

#### 4. SUMMATIVE ASSESSMENTS (EXAMS)

The Student is required to write exams at the end of the BCE programme, normally during mid to late November. The exams are not intended to be onerous, but the student must demonstrate an understanding of the overall programme's outcomes and adequate preparation is essential.

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The online exam is “open book”, and students may refer to their class notes, presentations, and the textbook, the ‘Role of the Consulting Engineer during Project Delivery’ and any prepared study notes, while writing. The online exam will take place at a central venue close to the students’ workplace or home.

The requirements for entrance to the exam are as follows:

- The student must have attended all the online sessions, except where the student has been granted leave of absence.
- The student’s Portfolio of Evidence on the CESAnet must be complete, as described below:
  - All Activity Worksheets completed and submitted and marked as such by the Convenor or Facilitator.
  - All Assignment submitted, including all resubmissions, and the student must meet the assessment criteria for every assignment.
- In the case where a student received 3 or more zeros as assignment scores in one module, the student will not be able to write the exam for that module.
- The student must achieve a minimum average score of 6 marks, or 60% per module for the assignments.

The student must achieve a minimum of 60% for each module’s exam.

The overall performance for each student is then evaluated by the Module Convenors, which involves a review of the overall assignment and exam results for each student, after which a decision is made as to whether or not the student has met the overall programme outcomes.

Students who do not meet the overall programme requirements may, at the sole discretion of CESA NPC, be required to undergo a personal assessment in an interview with CESA’s Education and Training Manager and BCE Convenors, and/or write a supplementary exam which normally takes place during February of the following year.

The student must achieve **a minimum of 65% for each module’s supplementary exam.**

A final report will be sent, after the exams have been assessed and moderated, to each student, their Workplace Mentor, and their HR representative, detailing the outcome of the student’s Summative Assessment along with a brief report on the student’s overall progress during the year. This letter may be used until the official graduation, in which the student will receive their official BCE MDP certificate.

## **APPENDIX 6 - PRIVACY STATEMENT**

### **1. Introduction**

- 1.1. The Student understands that the personal information given on their online application form and any other information requested thereafter, is to be used by CESA NPC for the purposes of concluding and performing in terms of this Student Agreement.
- 1.2. The Student confirms that the information given by them is accurate and complete.

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- 1.3. The Student undertakes to immediately notify CESA NPC, in writing, should their personal information change and agrees to update the information supplied as and when necessary, to ensure the accuracy of information.
- 1.4. The Student is hereby notified that the personal information provided to CESA NPC herein or otherwise, will be collected and processed by CESA NPC, as envisaged in the POPIA.

## 2. Definitions

- 2.1. **“CESA NPC”** means Consulting Engineers South Africa Non-Profit Company, a common law company with its principal place of business at Balvenie Building, Kildrummy Office Park, 1 Umhlanga Avenue, c/o Witkoppen Road, Paulshof.
- 2.2. **“Employer”** means the company or organisation that the student works for in a full-time capacity.
- 2.3. **“Personal information”** means information that identifies or relates specifically to the Student, which shall include the information set out in clause 3 hereafter.
- 2.4. **“POPIA”** means Protection of Personal Information Act, 4 of 2013; and
- 2.5. **“Student”** means the person who contracts with CESA NPC to enroll and complete the programme that the Student Agreement relates to, and who is supplying the personal information required by the Student Agreement and who binds themselves to the terms and conditions of the Student Agreement as far as it relates to the Student.

## 3. Personal Information

### 3.1. Student

Type of Personal Information	Purpose	Voluntary / Mandatory	Basis for Processing
Personal details, age, ID number and copy thereof	To identify the Student, for the purposes of their studies, examinations, assignments, activities, Portfolio of Evidence, and qualification, for record keeping, accessing maintaining the CESAnet database.	Mandatory	To enable CESA NPC to perform its obligations in terms of the Student Agreement
Contact details	To contact the Student, to include him/her in the communications, to create a link to attend online learning activities, provide ongoing support and collection of any outstanding documentation or programme requirements.	Mandatory	To enable CESA NPC to perform its obligations in terms of the Student Agreement
Qualifications, Curriculum Vitae, and area of discipline	To determine academic level, experience, and expertise of the Student for programme entrance requirements.	Mandatory	To enable CESA NPC to perform its obligations in terms of the Student Agreement

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Employment details	Communicate with Workplace's mentor and HR representative, Receive feedback reports on their Student's results and performance, resolve any disciplinary issues.	Mandatory	To enable CESA NPC to perform its obligations in terms of the Student Agreement
Details of ECSA registration	To determine level, experience, and professional status of the Student.	Mandatory	To enable CESA NPC to perform its obligations in terms of the Student Agreement
Photograph	Security and identification purposes.	Mandatory	To enable CESA NPC to perform its obligations in terms of the Student Agreement
Assignments, examination papers, assessments scores and outcomes	To monitor the progress of the Student. To assess the Student against the programme's exit outcomes and to meet specific criteria to complete the programme.	Mandatory	To enable CESA NPC to perform its obligations in terms of the Student Agreement

### 3.2. Employer

Type of Personal Information	Purpose	Voluntary / Mandatory	Basis for Processing
Details of company, VAT no, CESA membership and account number	To identify the Employer, for invoicing purposes.	Mandatory	To enable CESA NPC to perform in terms of and enforce the Student Agreement.
Name designation and contact details of HR Manager	To communicate results and progress and resolve any disciplinary issues.	Mandatory	To enable CESA NPC to perform its obligations in terms of the Student Agreement.
Name designation and contact details of person booking the Student for the qualification	Substantiate who completed the online registration form, if not completed by the Student, and invoicing purposes.	Mandatory	To enable CESA NPC to perform in terms of and enforce the Student Agreement.

### 3.3. Workplace Mentor

Type of Personal Information	Purpose	Voluntary / Mandatory	Basis for Processing
Name designation and contact details of Mentor	Communicate with mentor to give feedback, support for their Student's regarding results, performance, and resolve any disciplinary issues.	Mandatory	To enable CESA NPC to perform in terms of the Student Agreement.

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**4. General**

4.1. You are hereby notified as provided for in Section 18 of POPIA, that:

- 4.1.1. The above information is directly collected from the Student, Employer and Workplace Mentor.
- 4.1.2. CESA NPC is the recipient of the information and the responsible party. Their address and contact details appear in the definition section of this Notice and on the Student Agreement.
- 4.1.3. CESA NPC may be required by law to share the personal information with the Engineering Council of South Africa (ECSA).
- 4.1.4. CESA NPC may share the information with the CESA NPC's staff, the CESA Board , Convenors, Module Convenors, BCE Mentors, Facilitators, the CESAnet Developers and webmasters, CESA Education and Training Committee, attorneys, tracing agents, debt collectors and/or other persons that assist with the enforcement of these terms, persons to whom CESA NPC may cede its rights and/or delegates its obligations, any credit bureau, contractors and/or employees of CESA NPC who are required to be informed of the personal information in order to enable CESA NPC to comply with contractual obligations and/or the Student Agreement.
- 4.1.5. Several of the Student's assignments and activities, which the students must complete, are based on actual workplace situations. It may be necessary for the Student to share personal information about themselves and the Employer during sessions and in their assignments, as well as in the group activities.
- 4.1.6. The personal information of the Student, as far as progress, feedback, results, and the achievement of the programme will be shared with the Employer to enable CESA NPC to fulfil its obligations to the Employer.
- 4.1.7. Should the Student and/or the Employer fail to provide the required personal information, CESA NPC would not be able to enroll the Student and/or conclude the Student Agreement and/or perform in terms of the Student Agreement.
- 4.1.8. The Student and the Employer may access their own personal information via the CESAnet. or otherwise, in terms of this Student Agreement, the Student and/or the Employer may request CESA NPC to correct and/or delete the information if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully and/or no longer authorised to be kept.
- 4.1.9. The Parties are entitled to object to the processing of their own information or withdraw their consent, where the personal information has been provided based on consent. However, such objection or withdrawal of consent may lead to CESA NPC being unable to perform in terms of the Student Agreement, as the information is required for valid reasons.

**4.2. Complaints**

The Parties may complain about the processing of personal information to the Information Regulator about any alleged contravention of the protection of its information:

33 Hoofd Street, Forum III, 3rd Floor, Braampark	P.O Box 31533, Braamfontein 2017
Complaints email: complaints.IR@justice.gov.za	Tel No. +27 (0) 10 023 5200

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