

24.12 RAPPORT 7: KURATORE TEOLOGIESE SKOOL POTCHEFSTROOM – NAVORSINGSLEERSTOEL VAN FAKULTEIT TEOLOGIE OOR EKUMENE: PENTEKOSTALISME EN NEO-PENTEKOSTALISME EN DIE OOREENKOMS TUSSEN DIE GKSA EN DIE NWU (Artt 86, 87, 169, 170, 171, 246, 247, 248)

24.12 REPORT 7: CURATORS THEOLOGICAL SCHOOL POTCHEFSTROOM – RESEARCH CHAIR OF THE FACULTY OF THEOLOGY ON ECUMENISM: PENTECOSTALISM AND NEO-PENTECOSTALISM AND THE AGREEMENT BETWEEN THE GKSA AND NWU (Arts 86, 87, 169, 170, 246, 247, 248)

- A. Dr DG Breed meld dat daar nog een Rapport van die Kuratore is wat behandel moet word, maar dat die prosedure vir die dien van die Rapport eers vooraf met die Kommissie Teologiese Skool bespreek moet word vir die nodige advies vir die stel van die Rapport.
Dr DG Breed advises the meeting that there is another Report from the Curators that must be tabled, but that the procedure for the handling of the Report has to be discussed with the Commission Theological School first to obtain the necessary advice for the tabling of the Report.
- B. Ordevoorstel: Ds P Venter maak die volgende Ordevoorstel: Dat die vergadering *in camera* gaan om meer inligting te verkry rondom die prosedure om die Rapport ter tafel te neem. **Besluit: Goedgekeur.**
Order proposal: Rev P Venter makes the following Order proposal: That the meeting be conducted *in camera* in order to obtain more information for the tabling of the Report. **Decision: Approved.**
- C. Die vergadering gaan *in camera*.
The meeting goes *in camera*.
- D. **Besluit**: Dat die Rapport na 'n Kommissie verwys word om die Sinode te adviseer oor die prosedure om die Rapport ter tafel te neem. Dat die Kommissie die vergadering adviseer oor die prosedure om te verseker dat die inligting toeganklik is vir die wat daarna vra. Die Rapport word verwys na die Kommissie Teologiese Skool.
Decision: That the Report be referred to a Commission to advise the Synod on the procedure of tabling the Report. That the Commission advises the meeting on the procedure to ensure that the information is made available to those who want to look at it. The Report is referred to the Commission Theological School.
- E. Die vergadering gaan uit *camera*.
The meeting is no longer *in camera*.
- F. Ds JE Franck rapporteer namens die Kommissie Teologiese Skool.
Rev JE Franck reports on behalf of the Commission Theological School.
- G. Die vergadering gaan *in camera*.
The meeting goes *in camera*.
- H. Dr DG Breed stel die Rapport.
Dr DG Breed tables the Report.

I. RAPPORT / REPORT

<p>Hierdie Rapport word aangebied in die lig van die besluit van die Algemene Sinode 2018 soos opgeteken in Rapport 1 van Kommissie: Teologiese Skool:</p> <p>3.1 Advies aan die Kuratore is: om so bevatlik moontlik samevatting van die saak tot op hede, met die nodige aanbevelings aan die Sinode voor te lê.</p> <p>3.2 Dat die Ongepubliseerde Rapport 7 as sulks (ongepubliseerd) in besit van die</p>	<p>This Report is presented in light of the decision of the General Synod 2018, as recorded in Report 1 of Commission: Theological School:</p> <p>3.1 The advice to the Curators is to table a concise as possible summary of the matter to date, including the necessary recommendations, to the Synod.</p> <p>3.2 The unpublished Report 7 is to remain as such (unpublished) in the possession of the</p>
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<p>Kuratorium bly.</p> <p>1. Sake waarvan die Sinode kennis neem</p> <p>1.1 <i>Opdrag</i></p> <p>1.1.1 <u>Die Kerke word deur die Kuratore verteenwoordig</u> Volgens die Ooreenkoms tussen die GKSA en die NWU verteenwoordig die Kuratorium van die Teologiese Skool die Kerke ooreenkomstig die besluit van die Sinode van 1945, artt 163 en 220, soos gewysig deur die Sinode van 1952, artt 40 en 126, soos gewysig deur die Sinode van 1970, art 145, soos gewysig deur die Sinode van 1976, art 36, soos gewysig deur die Sinode van 1979, art 22, soos gewysig deur die Sinode van 1988, art 78, soos gewysig deur die Sinode van 1994, art 27.1, en soos gewysig deur die Sinode 2006.</p> <p>1.1.2 <u>Enkele belangrike en relevante uitgangspunte en besluite by die sluiting van die Ooreenkoms in 1945</u> In die Ongepubliseerde Rapport 7 waarna hierbo verwys is, is hierdie aangeleentheid breër uitgewerk, maar vir die doeleindes van besluitneming deur die Sinode is dit nodig dat die belangrikheid van die besluite van die Sinode van 1945 uitgelig word:</p> <p>1.1.2.1 Die Senaat en Raad van die PUK het reeds voor die Sinode van 1945 al die beginsels wat ten grondslag lê aan die aanbevelings van die Deputate aan die Sinode, goedgekeur (vgl Handeling 1945:169, (III, 11). Die Sinode (Handeling 1945, art 163) het dit daarna ook goedgekeur, en so het die eerste sodanige Ooreenkoms ontstaan. Met die samesmelting van die PU vir CHO en die Universiteit van Noordwes in 2004 is alle bestaande ooreenkomste waarby enige van die twee samestellende universiteite aan gebind was, steeds as geldig en bindend beskou. Daarom is die Ooreenkoms tussen die GKSA en die (nuwe) NWU soos aangepas, goedgekeur deur beide partye, en steeds berus dit op die beginsels wat in 1945 deur beide partye</p>	<p>Curatorium.)</p> <p>1. Matters that the Synod take note of</p> <p>1.1 <i>Mandate</i></p> <p>1.1.1 <u>The Churches are represented by the Curators</u> According to the Agreement between the GKSA and NWU, the Curatorium of the Theological School represents the Churches in accordance to the decision of Synod 1945, arts 163 and 220; as amended by Synod 1952, arts 40 and 126; as amended by Synod 1970, art 145; as amended by Synod 1976, art 36; as amended by Synod 1979, art 22; as amended by Synod 1988, art 78; as amended by Synod 1994, art 27.1 and as amended by Synod 2006.</p> <p>1.1.2 <u>A number of important and relevant perspectives and decisions regarding the drafting of the Agreement in 1945</u> The unpublished Report 7, referred to above, provides a more comprehensive description of the matter, but the decision by the Synod requires highlighting the importance of the decisions of Synod 1945:</p> <p>1.1.2.1 The Senate and Council of the PUK already approved all the principles related to the Deputies' recommendations to the Synod prior to Synod 1945 (cf. Acta 1945:169, (III, 11), upon which the Synod (Acta 1945: art 163) approved same and thus the first Agreement came into being. All existing Agreements involving relevant parties were upheld as valid and binding with the merger of the PU for CHE and the University of North West in 2004. The Agreement between the GKSA and (new) NWU, as amended, was thus approved by both parties and continues to rest on the principles agreed to by both parties in 1945.</p>
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<p>aanvaar is.</p> <p>1.1.2.2 Sowel die Universiteit as die GKSA het saamgestem dat vyf moontlikhede van die praktiese verhouding wat kortliks aangedui en beoordeel is, tussen die twee instellings afgewys word. Die eerste opsie dat die twee partye absoluut waterdig geskei word, en elkeen selfstandig ontwikkel, is afgewys, (Sinode 1945:164, II, 1). Netso is 'n opsie van samesmelting afgewys. Die gesindheid is soos volg beskryf: "Twee soorte teologiese professore, naamlik van Teologiese Skool en van die PUK" is as 'n nadeel beskou omdat "dit in die praktyk talle moeilikhede kan veroorsaak" (Sinode 1945:165, 4 (b)).</p> <p>Eindelik is die volgende (sesde moontlikheid) aanvaar: "'n Behoorlik geskrewe ooreenkoms tussen die Teologiese Skool en die PUK is die enigste uitweg..."</p> <p>Verskillende redes word aangevoer waarom dit die aangewese weg is. Van hierdie redes is die volgende:</p> <ul style="list-style-type: none"> • Daar word 'n juiste verhouding geskep tussen universitêre en seminaristiese opleiding. • "Net een van twee weë is oop: of die Teologiese professore moet hulle heeltemal onttrek van die werk aan die PUK. Dit sal neerkom op 'n daadwerklike skeiding tussen die twee inrigtings en die prysgewing van pragtige geleenthede. Die PUK sal dan die Teologiese Fakulteit moet ontbind of selfstandig teologiese professore moet benoem en die moontlikheid bestaan dat die Fakulteit dan in konflik met die Teologiese Skool sal kom; of deur 'n behoorlik geskrewe ooreenkoms kan 'n situasie geskep word wat die moelikhede voorkom en daartoe kan meewerk dat 'n kragtige en gesonde samewerking plaasvind" (p167). • Die voordele is onder meer soos volg beskryf: "Daar is geen onderskeid tussen Teologiese professore van die Teologiese Skool en die Teologiese professore van die PUK nie", en 	<p>1.1.2.2 Both the NWU and GKSA agreed to the rejection of five options, which were briefly mentioned and reviewed, regarding the practical relationship between the two institutions. The first option of an absolute and unalterable separation of the two parties, leading to independent development of each, was rejected (Synod 1945:164, II, 1). Similarly, the option of merging was discarded in view of the sentiment that "two types of Theological professors, namely of the Theological School and the PUK" were deemed undesirable, because "it may lead to untold difficulties in practice" (Synod 1945:165, 4 (b)).</p> <p>Ultimately, the following option (sixth) was accepted: "A properly drafted Agreement between the Theological School and the PUK is the only option..."</p> <p>It is deemed the right course of action on the following grounds:</p> <ul style="list-style-type: none"> • It establishes a tangible connection between university and seminary training. • "Only one of the two options is open: either the Theological professors withdraw entirely from their work at the PUK, which would ultimately be the separation of the two institutions and the forfeit of positive opportunities; the dissolving of the Faculty of Theology at the PUK or appointing its own Theological professors, which may lead to conflict with the Theological School; or a properly drafted Agreement is established that would prevent any problems and promote a powerful and sound partnership" (p167). • The advantages are described as follows: "No distinction is made between the Theological professors of the Theological School and the Theological professors of the PUK"; and
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<ul style="list-style-type: none"> • “Die PUK kan ‘n sterk Teologiese Fakulteit opbou wat bevorderlik sal wees vir die uitbouing van die Gereformeerde Teologie in Suid-Afrika” (p167-169). <p>1.1.3 <u>Die Kuratore is verantwoordelik vir die uitvoering en toepassing van die Ooreenkoms</u> Volgens die Prospektus (Hoofstuk 3, art 5.3.2) moet die Kuratore ‘n gesonde verhouding tussen die Gereformeerde Kerke in Suid-Afrika en die Noordwes Universiteit handhaaf, en sorg vir die uitvoering en toepassing van die artikels van hierdie Ooreenkoms.</p> <p>1.1.4 <u>Besluit van Algemene Sinode 2015</u> Die Algemene Sinode 2015 het soos volg besluit:</p> <p>1.1.4.1 Die Sinode spreek opnuut sy waardering vir die Ooreenkoms tussen die GKSA en die NWU uit en beskou dit as ‘n kosbare kleinood wat intakt moet bly.</p> <p>1.1.4.2 Die Sinode die betrokkenes (die vier regs kundiges, die Kuratore en die NWU) wysheid en die leiding van die Heilige Gees toebid in die afhandeling van hierdie saak.</p> <p>Besluit: Punte 1.1 tot 1.1.4.2 kennis geneem.</p> <p>1.2 <i>Uitvoering van opdrag</i> Vanweë verskillende faktore was die Kuratore nie in staat om ten volle uitvoering aan sy opdrag tov van die Ooreenkoms tussen die GKSA en die NWU te gee nie.</p> <p>1.2.1 <u>Vestiging van ‘n Navorsingsleerstoel in Ekumene: Pentekostalisme en Neo-pentekostalisme</u> Met betrekking tot die vestiging van ‘n navorsingsleerstoel in Ekumene: Pentekostalisme en Neo-pentekostalisme in die Fakulteit Teologie het die Kuratore in sy onderhandeling met die Fakulteit en NWU beklemtoon dat die navorsing in hierdie Leerstoel, in ooreenstemming met die bepalinge van die Ooreenkoms, vanuit ‘n Reformatoriese perspektief gedoen moet word. Na vele onderhandelinge het die Universiteit hierop toegegee en die ooreenkoms tussen die NWU en die Pentekostalistiese</p>	<ul style="list-style-type: none"> • “The PUK can develop a strong Theological Faculty to the benefit Reformed Theology in South Africa” (p167-169). <p>1.1.3 <u>The Curators manage the execution and application of the Agreement</u> According to the Prospectus (Chapter 3, art 5.3.2), the Curators are to uphold a sound bond between the Gereformeerde Kerke in Suid-Afrika and North-West University, ensuring the execution and application of the articles of this Agreement.</p> <p>1.1.4 <u>Decision of General Synod 2015</u> General Synod 2015 decided as follows:</p> <p>1.1.4.1 The Synod once again expressed its appreciation for the Agreement between the GKSA and NWU, deeming it a precious treasure that must remain intact.</p> <p>1.1.4.2 The Synod prays for the wisdom and guidance of the Holy Spirit for all involved (the four legal experts, the Curators and the NWU) in the resolution of this matter.</p> <p>Decision: Points 1.1 to 1.1.4.2 noted.</p> <p>1.2 <i>Execution of mandate</i> Due to a number of factors, the Curators were unable to execute its mandate in full in regard to the Agreement between the GKSA and NWU.</p> <p>1.2.1 <u>Establishing a Research chair on Ecumenism: Pentecostalism and Neo-Pentecostalism</u> The Curators emphasised in its negotiations with the Faculty of Theology and NWU, in regard to the establishment of a Research chair on Ecumenism: Pentecostalism and Neo-Pentecostalism at the Faculty of Theology, how this research must take a Reformatory approach, in accordance to the stipulations of the Agreement. After lengthy negotiation, the NWU conceded and worded the Agreement between the NWU and Pentecostal churches accordingly. The NWU, however, completely disre-</p>
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kerke daarvolgens bewoord. By die aanstelling van 'n dosent in hierdie Leerstoel is die navorsing in die Leerstoel vanuit 'n Reformatoriese perspektief egter deur die NWU geïgnoreer. Die NWU het in stryd met die ooreenkoms 'n persoon uit die Pentekostalistiese tradisie aangestel. Die Kuratore is in hierdie aanstelling nie die geleentheid deur die Fakulteit gegee vir oorlegpleging soos bepaal in 2.3 van die Ooreenkoms nie.

Die woord "oorlegpleging" word juridies soos volg omskryf:

In 'n ander konteks, het die Konstitusionele Hof (in Bengwenyama Minerals (Pty) Ltd and others v Genorah Resources (Pty) Ltd and others 2011 (4) SA 113 (CC) die volgende bevind oor die betekenis van die vereiste van konsultasie in 'n statutêre bepaling:

"[65] One of the purposes of consultation with the landowner must surely be to see whether some accommodation is possible ... Of course the Act does not impose agreement on these issues as a requirement ... but that does not mean that consultation under the Act's provisions does not require engaging in good faith to attempt to reach accommodation in that regard.

[66] Another, more general, purpose of the consultation is to provide landowners or occupiers with the necessary information on everything that is to be done, so that they can make an informed decision in relation to the representations to be made, whether to use the internal procedures if the application goes against them and whether to take the administrative action concerned on review. The consultation process and its result are an integral part of the fairness process because the decision cannot be fair if the administrator did not have full regard to precisely what happened during the consultation process in order to determine whether the consultation was sufficient to render the grant of the application procedurally fair."

Oorlegpleging moet dus geskied met 'n oop gemoed, in goeie trou, met die bedoeling om mekaar te akkom-

garded the Reformatory perspective in its appointment of a lecturer to the Research chair and, in conflict with the Agreement, appointed a candidate from the Pentecostal tradition. The Curators were not afforded the opportunity for consultation with the Faculty, as set out in 2.3 of the Agreement.

The word "consult" is defined as follow in legal terms:

In another context the Constitutional Court (in Bengwenyama Minerals (Pty) Ltd and others v Genorah Resources (Pty) Ltd and others 2011 (4) SA 113 (CC) found the following regarding the requirement of consultation in a statutory stipulation:

"[65] One of the purposes of consultation with the landowner must surely be to see whether some accommodation is possible ... Of course the Act does not impose agreement on these issues as a requirement ... but that does not mean that consultation under the Act's provisions does not require engaging in good faith to attempt to reach accommodation in that regard.

[66] Another, more general, purpose of the consultation is to provide landowners or occupiers with the necessary information on everything that is to be done, so that they can make an informed decision in relation to the representations to be made, whether to use the internal procedures if the application goes against them and whether to take the administrative action concerned on review. The consultation process and its result are an integral part of the fairness process because the decision cannot be fair if the administrator did not have full regard to precisely what happened during the consultation process in order to determine whether the consultation was sufficient to render the grant of the application procedurally fair."

Consultation must, therefore, occur with an open mind, in good faith, with

<p>modeer en op sterkte van alle relevante inligting. Die doel van die vereiste van oorlegpleging in klousule 2.3 sou insluit dat die Kuratorium in staat gestel word om te oorweeg of sodanige aanstelling kan geskied binne die bepalings van die hele Ooreenkoms, en in besonder of so 'n aanstelling binne die maatstaf van die Reformatoriese teologie is.</p>	<p>the intent to accommodate the other and on the strength of all relevant information. The purpose of the required consultation in clause 2.3 would include enabling the Curatorium to consider whether such an appointment is possible in terms of the stipulations of the Agreement as a whole, and especially whether such an appointment falls within the framework of the Reformatory theology.</p>
<p>In die onderhandelinge met die NWU het die Kuratore dit deurentyd duidelik gemaak dat die kerke nie vir die NWU wil of mag voorskryf nie. Klousule 2.3 van die Ooreenkoms bepaal nie dat die NWU sulke aanstellings in oorleg met die Kuratore moet doen nie, maar wel na oorleg om daarmee die onderskeid en selfstandigheid van die twee instellings te erken. Oorlegpleging is egter noodsaaklik op grond van die Ooreenkoms en gevestigde samewerking sedert 1945. Die Kuratore het hulle beroep op dit wat in die Ooreenkoms deur beide partye onderneem is.</p>	<p>The Curators continually made it clear during the negotiations with the NWU that the churches are not intent on or permitted to prescribe to the NWU. Clause 2.3 of the Agreement does not stipulate that the NWU are to make such appointments in consultation with the Curators, but indeed after consultation to thereby acknowledge the independence and autonomy of the two institutions. Consultation is, however, essential in light of the Agreement and established cooperation since 1945. The Curators called on the content in the Agreement both parties agreed to undertake.</p>
<p>1.2.2 <u>Interpretasie van die Ooreenkoms tussen die GKSA en die NWU</u> Dit was nie vir Kuratore moontlik om die NWU te oortuig dat die interpretasie van die Ooreenkoms soos dit nog altyd geldig en toegepas was, steeds geldig is nie. Die Kuratore het in die verband gepoog om in onderhandelinge, wat ook 'n proses van konsultasie tussen die onderskeie partye se regsverteenvoerders ingesluit het, 'n ooreenstemming oor die interpretasie van die Ooreenkoms te bereik. Hierdie proses was nie suksesvol nie.</p>	<p>1.2.2 <u>Interpretation of the Agreement between the GKSA and NWU</u> The Curators were unable to convince the NWU that the interpretation of the Agreement, deemed and applied as valid to date, remains valid. The Curators endeavoured to reach consensus on the interpretation of the Agreement by means of negotiations, including consultation between the legal representatives of both sides. This process did not succeed.</p>
<p>1.2.3 <u>Die handhawing van 'n gesonde verhouding tussen die GKSA en NWU</u> 'n Gesonde verhouding tussen die GKSA en die NWU is die afgelopen tyd baie bemoeilik. Dit het duidelik geword dat NWU nie meer die samewerking tussen die NWU en die GKSA, soos dit in Ooreenkoms uitgespel word, respekteer nie. Enkele voorbeelde bevestig hierdie</p>	<p>1.2.3 <u>Upholding a sound bond between the GKSA and NWU</u> The relationship between the GKSA and NWU has recently come under great strain. It has become clear that the NWU no longer respects the cooperation between the NWU and GKSA, as set out in the Agreement. The following examples confirm this one-sided conduct of the NWU:</p>

<p>eensydige optrede van die NWU:</p> <p>1.2.3.1 Die NWU is kragtens die Ooreenkoms daaraan gebind om wanneer die universiteit nog iemand in die Fakulteit Teologie wil aanstel wat nie noodwendig kerklik beroep hoef te word nie, daar eers oorlegpleging met die Kuratore moet wees. Benewens die aanstelling van iemand in die Leerstoel vir Pentekostalisme, is daar so pas 'n persoon aangestel in die Fakulteit wat ook as Dekaan sal dien, weer sonder oorlegpleging met die Kuratore.</p> <p>1.2.3.2 In stryd met die bedoeling van die Ooreenkoms, naamlik dat daar nie verskillende soorte teologieë aan die Fakulteit en Teologiese Skool moet wees nie, toon die aanstellings van die NWU dat hulle nie hiermee eens maak nie. Klousule 2.3 reël juis 'n geleentheid dat gesamentlik hieroor besin word (kyk 1.1.2 hierbo).</p> <p>1.2.3.3 In stryd met die reëling van die Ooreenkoms (vgl veral pt 4 van die Ooreenkoms) wat bepaal dat daar 'n noue samewerking tussen die Senaat van die Teologiese Skool en die NWU moet wees, vind daar tans geen formele oorlegpleging met die Senaat van die Teologiese Skool plaas nie.</p> <p>1.2.4 <u>Opleiding van kandidaat- en ander studente</u> Dit was wel vir die Kuratore moontlik om ondanks die genoemde knelpunte daarvoor toesig te hou dat die kandidaatstudente onderrig ontvang ooreenkomstig die Reformatoriese teologie (vgl 4.4 van Ooreenkoms). Die Kuratore kon egter nie daarin slaag om die Universiteit te oortuig dat, in ooreenstemming met 4.4 en ander klousules van die Ooreenkoms, <i>alle</i> teologiese studente aan die Fakulteit ooreenkomstig die Reformatoriese teologie onderrig behoort te word nie.</p> <p>1.2.5 <u>Beroeping en aanstelling van dosente volgens 2.1 van die Ooreenkoms</u> Die Kuratore kon daarin slaag dat die beroeping en aanstelling van Teolo-</p>	<p>1.2.3.1 The NWU is bound by the Agreement to first consult with the Curators prior to appointing a candidate to the Faculty of Theology that may not necessarily have to be called by the church. Aside from the appointment of an individual to the Pentecostalism chair, a dean has been appointed to the Faculty without consultation with the Curators.</p> <p>1.2.3.2 The appointments of the NWU are in conflict with the intent of the Agreement, namely to prevent different theologies at the Faculty and Theological School, and reflect the NWU's disregard of the Agreement. Clause 2.3 specifically creates the opportunity for collective consideration (see 1.1.2 above).</p> <p>1.2.3.3 There is at the moment no formal consultation with the Senate and Theological School, although the Agreement (cf. point 4 of the Agreement) stipulates close corporation between the Senate of the Theological School and the NWU.</p> <p>1.2.4 <u>Training of candidate and other students</u> The Curators did, however, ensure that despite the mentioned issues, candidate students receive training in accordance to the Reformatory theology (cf. 4.4 of Agreement). The Curators could, however, not convince the NWU that <i>all</i> theological students at the Faculty are to receive instruction according to the Reformatory theology, in accordance to 4.4 and other clauses of the Agreement.</p> <p>1.2.5 <u>Calling and appointment of lecturers in accordance to 2.1 of the Agreement</u> The Curators were able to ensure that the calling and appointment of Theolo-</p>
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<p>giese professore van die GKSA volgens die Ooreenkoms plaasvind. Met die laaste beroeping en aanstelling (Januarie 2017) was daar vanweë die optrede van die NWU vir 'n tyd lank egter twyfel of die beroeping volgens die Ooreenkoms sou kon geskied. Daar is gevolglik onsekerheid of beroeping en aanstelling in die toekoms volgens 2.1 van die Ooreenkoms sal kan plaasvind.</p> <p>Besluit: Punte 1.2 tot 1.2.5 kennis geneem.</p> <p>2. Sake waarvoor die Sinode moet besluit</p> <p>2.1 <i>Aanbeveling van Kuratore 14 November 2017</i> Die Algemene Sinode besluit:</p> <p>2.1.1 Dat die Kuratore van 2018-2021 opdrag ontvang om</p> <p>2.1.1.1 Die onderhandelinge met die Universiteit in ooreenstemming met die Ooreenkoms en in die lig van die Rapport van die Kuratore en Sinodebesluite hieroor voort te sit.</p> <p>2.1.1.2 Volgens die regulasies van die Raad vir Hoër Onderwys (CHE) die noodsaak vas te stel van die registrasie van 'n hoër onderwysinstelling.</p> <p>2.1.1.3 Die Kuratore wat met die saak gemoeid was (2015-2018) by die saak te betrek ten einde kontinuïteit te verseker.</p> <p>2.2 Om al die nodige finansiële en ander middele beskikbaar te stel om die Kuratore in staat te stel om die bestaande Ooreenkoms met die NWU te handhaaf of spesifieke punte van die Ooreenkoms nuut te onderhandel vir goedkeuring deur die volgende Sinode.</p> <p>2.3 Dat die Kuratore opdrag ontvang om deurlopend alle moontlikhede te ondersoek om die Gereformeerde opleiding van kandidaatstudente te verseker.</p> <p>Besluit: Punte 2.1 tot 2.3 goedgekeur.</p>	<p>gical professors of the GKSA occur according to the Agreement. There was a degree of doubt whether the most recent calling and appointment (January 2017) would comply with the Agreement in view of the NWU's actions, which now creates uncertainty whether future callings and appointments will occur in accordance to 2.1 of the Agreement.</p> <p>Decision: Points 1.2 to 1.2.5 noted.</p> <p>2. Matters that the Synod decide on</p> <p>2.1 <i>Recommendations from the Curators 14 November 2017</i> The General Synod decides:</p> <p>2.1.1 that die Curators for 2018-2021 are instructed to:</p> <p>2.1.1.1 continue negotiations with the NWU in accordance to the Agreement and in light of the Curators' report and Synod decisions;</p> <p>2.1.1.2 determine the need, according to the regulations of the Council for Higher Education (CHE), for the registration of a higher education institution; and</p> <p>2.1.1.3 involve the Curators previously tasked with the matter (2015-2018) in order to ensure continuity;</p> <p>2.2 to make all necessary financial and other resources available to the Curators to enable them to uphold the existing Agreement with the NWU or to renegotiate specific items of the Agreement for approval by the Synod; and</p> <p>2.3 to instruct the Curators to continually investigate ways of ensuring the Reformed training of candidate students.</p> <p>Decision: Points 2.1 to 2.3 approved.</p>
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J. RAPPORT VAN DIE KOMMISSIE / REPORT OF THE COMMISSION

<p>1. Opdrag Die Kommissie Teologiese Skool moet die Kuratore adviseer rakende die formaat waarin die Ongepubliseerde Rapport 7 (24.12) voorgelê kan word.</p> <p>Besluit: Kennis geneem.</p>	<p>1. Mandate The Commission Theological Seminary must advise the Curators on the format in which the Unpublished Report 7 (24.12) must be tabled.</p> <p>Decision: Noted.</p>
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<p>2. Sake waarvan die Sinode kennis neem</p> <p>2.1 Die Kommissie het die Ongepubliseerde Rapport 7 (24.12) onder oë gehad en die Dagbestuur van die Kuratorium aangehoor.</p> <p>2.2 Die dokument is na bestudering weer teruggeneem vir veilige bewaring.</p> <p>Besluit: Punte 2.1 en 2.2 kennis geneem.</p> <p>3. Sake waarvoor die Sinode besluit <u>Aanbevelings</u></p> <p>3.1 Advies aan die Kuratore is: Om so bevatlik moontlike samevatting van die saak tot op hede, met die nodige aanbevelings aan die Sinode voor te lê.</p> <p>3.1.1 <u>Motivering</u> Die Rapport 7 bevat sensitiewe inligting wat tans <i>sub judice</i> is aangesien die prosesse tussen die GKSA en die NWU steeds aan die gang is.</p> <p>Besluit: Goedgekeur.</p> <p>3.2 Dat die Ongepubliseerde Rapport 7 (24.12) as sulks (ongepubliseerd) die besit van die Kuratorium bly.</p> <p>3.2.1 <u>Motivering</u> As gevolg van die sensitiewe aard van die inligting ten opsigte van die historiese verloop (paper trail).</p> <p>Besluit: Goedgekeur (wysiging reeds aangebring – Deputate Handeling).</p>	<p>2. Matters that the Synod take note of</p> <p>2.1 The Commission had the Unpublished Report 7 (24.12) before them and was addressed by the executive Committee of the Curators.</p> <p>2.2 The document was returned for safekeeping after careful studying thereof.</p> <p>Decision: Points 2.1 and 2.2 noted.</p> <p>3. Matters that the Synod decide on <u>Recommendations</u></p> <p>3.1 Advice to the Curators is: To provide a comprehensible summary of the matter up to date to the Synod.</p> <p>3.1.1 <u>Motivation</u> The Report 7 (24.12) contains sensitive information which is currently <i>sub judice</i> seeing as the processes between the GKSA and the NWU are ongoing.</p> <p>Decision: Approved.</p> <p>3.2 That the unpublished Report 7 (24.12) remain as such (unpublished) in the hands of the Curators.</p> <p>3.2.1 <u>Motivation</u> Because of the sensitive nature of the information in terms of the historic path (paper trail).</p> <p>Decision: Approved (amendment already added – Deputies Acta).</p>
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- K. Die vergadering gaan uit *camera*.
The meeting is no longer *in camera*.