



military veterans

Department:
Military Veterans
REPUBLIC OF SOUTH AFRICA

EDUCATION SUPPORT AGREEMENT 2019

Entered into by and between:

THE DEPARTMENT OF MILITARY VETERANS
(Hereinafter referred to as **“the Department”**)

Duly represented herein by **Director: Socio Economic Support Management**
of the Department of Military Veterans and duly authorized thereto

And

Full name of learner/student _____

Identity number _____

(Herein after referred to as **“the learner/student”**)

Learner/Student’s residential address:

Home telephone number:

Cellular number:

Postal address:

Full name of Parent / Guardian
(if learner/student is below 18 years of age)

Identity number of Parent / Guardian

Postal address:

Parent / Guardian’s place of work:

Telephone number of Parent / Guardian:

PREAMBLE

WHEREAS:

1. **the Department** recognizes the need to invest in the education of deserving individual military veterans and/or their dependants who reside within the Republic of South Africa and who are enrolled at Basic or Tertiary institutions which are registered and accredited accordingly with the Department of Basic Education, Department of Higher Education and Training as well as SAQA .
2. **the Department undertakes** to assist the learner/student financially in furthering his/her education.
3. **the Learner/Student** undertakes to avail himself/herself of such financial assistance to enable him/her to study fulltime/part-time in order to qualify for a grade/matric certificate/diploma/degree at an institution as per para 1 above.
4. **the Parties** agree to co-operate with one another to achieve the aforementioned objective on the terms and conditions set out hereunder.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:-

1. DEFINITIONS

Unless the context clearly indicates the contrary, the following expressions shall have the following meanings:-

- 1.1. **A Course** – the Course consisting of the curriculum applicable to the qualification referred to in section 2 hereunder.
- 1.2. **Basic Education Institution** – a registered and accredited Basic Education institution situated within the Republic of South Africa as defined by the applicable legislation;
- 1.3. **Education Support** – the financial assistance granted by the Department to the learner/student, to enable the learner/student to study and complete the period of study/ learning at the Institution as stipulated in section 2 hereunder;
- 1.4. **Exceptional Circumstances** – means “out of one’s own control”
- 1.5. **Period of study** – a period of study/learning is one academic year or more of a curriculum of a particular qualification as prescribed by the relevant Institutions;
- 1.6. **Qualification** – the qualification refers to Matric certificate/Certificates/National Diplomas and Degree for undergraduate studies excluding any post graduate studies.
- 1.7. **Tertiary Institution** – a registered and accredited Tertiary Education institution situated within the Republic of South Africa as defined by the applicable legislation;
- 1.8. **The Department** – the Department of Military Veterans (DMV)

2. REGISTRATION AS LEARNER/STUDENT

The learner/student has registered/enrolled at the following institution, namely,

For the following qualification (**Tertiary education only**)

_____ Duration : _____ (2
Yrs, 3 Yrs or 4 Yrs, etc.)

Year of Study/Grade _____ (Gr 1, 1st Yr, 4th Yr etc.)

Year of Education Support by THE DEPARTMENT _____ (1st
Yr, 4th Yr etc.)

3. DURATION

- 3.1. The Education Support Agreement shall be in place for the duration of the qualification/learning period for which Education Support is approved for subject to the conditions as depicted in section 5 below

4. EDUCATION SUPPORT

- 4.1. The Department hereby commits to provide Education Support to the approved learner/student to assist him/her financially to learn/study and complete the qualification/learning period for which he/she has registered for, as set out in section 2 of this Agreement, subject to the following conditions:
- 4.1.1. The Department shall pay for subsequent years of learning/study/semester if the learner/student has passed his/her academic year of study.
- 4.1.2. The Education Support shall be paid directly to the approved institution.
- 4.1.3. The Department may, in its absolute and sole discretion, being satisfied with the learners/student's examination result and school reports received from the institution on the learners/student's progress and conduct, and compliance by the learner/student with all the provisions of this Agreement, undertake on application by the learner/student, to give consideration to renewing and extending financial assistance to the learner/student in terms of this Agreement.
- 4.1.4. If the learner/student should fail a year of learning/study/semester, a once-off opportunity shall be provided to repeat the year of learning/study/semester. Thereafter the Education Support shall be automatically terminated should the learner/student fail the repeated year of study for the second time.

- 4.1.5. If the learner/student passes the repeated year of learning/study/semester Education Support will continue until qualification/learning is completed on condition the student/learner does not fail again.
- 4.1.6. The Education Support and this Agreement will be terminated automatically on successful completion of the qualification/learning.

5. LEARNER/STUDENT'S OBLIGATIONS

- 5.1. The following obligations and undertakings are imposed in terms of this Agreement on the learner/student namely:-
 - 5.1.1. To register for subjects /modules that are relevant towards the learning/qualification for which Education Support was approved as prescribed by the institution;
 - 5.1.2. To apply himself/herself diligently and conscientiously in the pursuit of his/her learning/qualification;
 - 5.1.3. To observe and comply with all relevant and applicable rules and regulations of the institution;
 - 5.1.4. May not alter any subjects/modules taken in the applicable qualification unless such subjects/modules are no longer offered by the institution. Such alterations must be provided in writing by the institution to the Department.
 - 5.1.5. May not change to another qualification other than that stipulated in section 2, without prior written approval from the Department;
 - 5.1.6. May not change to another institution without prior written approval from the Department;
 - 5.1.7. To ensure that the Department is furnished with a certified copy of the year end/semester results, where applicable, from the institution in respect of his/her learning /studies, within thirty (30) days after receipt thereof.
- 5.2. In the event of the learner/student being offered any other form of financial assistance (a scholarship, Education Support, grant, loan, or merit award for exceptional academic achievement) excluding pocket money/allowances during the year of learning/study for which the Education Support was provided by the Department, the parent/guardian/student must inform the Department in writing within 7 days of being made aware of such.
- 5.3. The Department reserves the right to terminate this Agreement with immediate effect in addition to any other rights that it may have in terms of this Agreement or

the law, should it be discovered that the parent/guardian/student violated any provisions of this Agreement.

6. THE DEPARTMENT'S OBLIGATIONS

6.1 BASIC EDUCATION

6.1.1 The Department commits to provide Education Support for basic education to a maximum of R 20 000.00 per learner, for the 2019 academic year.

6.1.2 Any further financial assistance to the learner during the course of learning shall be subject to the same terms and conditions in this Agreement, but may vary in terms of such financial assistance, as the Department in its sole and absolute discretion may determine.

6.1.3 If learner fees exceed the maximum benefit, parents/guardian will be liable for the difference, irrespective of the income status of the parent/guardian.

6.1.4 Should the total cost of learning be less than the maximum benefit the Department shall not refund the difference to the learner/parent/guardian

6.1.5 The Basic Education Support covers the following:

- a) School fees,
- b) Prescribed Books (**Where applicable for private learners only**)
- c) Stationery (Subject to threshold)
- d) Hostel fees if necessary (Subject to threshold)
- e) Transport cost not more than R4 500.00 (as per Government Gazette No 38157 of 3 November 2014) , only in cases where the school is at a minimum of 15 km from the learner's residence and invoiced through the school provided proof of school transport is received. Reimbursement will be made on provision of original valid receipt that is stamped and signed by the transport service provider. Transport will not be provided for learners who are being provided hostel accommodation irrespective of all costs being within the threshold. (All costs subject to threshold for 11 months per year)
- f) Uniform of not more than R3 000.00 and invoiced through the school, provided proof of school uniform shop is received. If not bought from the school shop, reimbursement will be made on provision of original valid receipt that is stamped and signed by the uniform service provider (All costs subject to threshold).

NB: Priority is given to School fees, Prescribed Books and Stationery. Hostel fees, Transport, Uniform and Reimbursements are payable after the priority costs, subject to the threshold.

6.2 TERTIARY EDUCATION

6.2.1 The maximum benefit amount the Department of Military Veterans (DMV) can pay for tertiary Education Support is R72 000.00 per student for the current academic year.

- 6.2.2 The Department commits to provide Education Support for tertiary education to a maximum of R 72 000.00 per student, for the 2019 academic year.
- 6.2.3 Any further financial assistance to the student during the course of study shall be subject to the same Terms and Conditions in this Agreement, but may vary in terms of such financial assistance, as the Department in its sole and absolute discretion, may determine.
- 6.2.4 If the student tuition exceeds the maximum benefit, parents/guardian will be liable for the difference, irrespective of the income status of the parent/guardian
- 6.2.5 Should the total cost of studying be less than the maximum benefit the Department will not refund the difference to the parent/guardian/student
- 6.2.6 The Tertiary Education Support covers the following:
- a) Tuition costs (subject to maximum benefit).
 - b) Prescribed books and stationery (subject to maximum benefit).
 - c) Notebook, as required as part of the approved qualification, which shall be once off, at a cost not exceeding R 7 500.00 (subject to maximum benefit and priority given to item **a** and **b** above).
 - d) Accommodation at a cost not exceeding R3 500.00 per month for 10 months per year, for students residing beyond a 50km radius from the institution of study (subject to maximum benefit). A valid lease agreement must be provided. Service providers must be Tax Compliant and registered with the Central Supplier Database of Government (CSD). **NB This is applicable to students studying full time only. (No Distant learning and/or online students)**
 - e) Transport cost not more than R8 000.00, only in cases where the institution is at a minimum of 15 km from the student's residence. Reimbursement will be made on provision of original valid receipt that is stamped and signed by the transport service provider. Transport will not be provided for students who are being provided with accommodation benefit irrespective of all costs being within the threshold. (All costs subject to threshold for 10 months per year)
 - f) Meal allowance not exceeding R14 600.00 for 10 months per year provided to full time students who are supported with accommodation with self-catering service. **NB This allowance is not applicable to students that make use of accommodation at the university residence as meals are provided or students in distance learning and/online students.** (Subject to the Department's ability to disburse such an allowance).
NB: Priority is given to Tuition, Prescribed Books and Stationery. Accommodation, Transport, Meal allowance and Reimbursements are payable after the priority costs have been paid, subject to the threshold.

7 REPEATING YEAR OF STUDY/LEARNING/SEMESTER

- 7.1 Should the learner/student fail any specific year of study/learning/semester for which the Education Support was granted and the institution/school does not permit the learner/student to be promoted to the (next level) following year of the qualification/learning period for which s/he has enrolled, the Education Support granted in terms of this Agreement shall immediately be terminated and shall not be renewed for such succeeding year of study/learning/semester.
- 7.2 Should the learner/student fail any subject/module/semester, all second national/supplementary examinations will be at the expense of the learner/guardian/student.
- 7.3 Should the learner/student successfully complete the failed second national /supplementary examinations and the institution/school permits the learner/student to advance to the following year/period of study, Education Support will resume for the following academic year/semester.

8 ACCEPTANCE OF EDUCATION SUPPORT

The learner/student hereby accepts the Education Support granted by the Department on the Terms and Conditions of this Agreement and consents to the fact that the Department shall, in its sole discretion, have the authority to terminate this Agreement in accordance with and subject to the provisions of this Agreement and hereby undertakes to comply with all the terms and conditions of this Agreement.

9 DOMICILIUM

9.1 Any notice under this Agreement shall be sufficiently served if posted by registered post to:

The Department of Military Veterans:
 328 Festival Street
 Hatfield
 Pretoria
 0083

The LEARNER/STUDENT: (Residential Address)

9.2 Each party shall be entitled at any time to change its domicilium to any other address within the Republic of South Africa, provided that such change shall take effect only upon delivery or deemed delivery of notice thereof to the other party.

10 ENTIRE AGREEMENT

This Agreement constitutes the whole Agreement between the parties as to the subject matter hereof and no other Agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties.

11 VARIATIONS

No additions to, or variations, consensual cancellation or notation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorized representatives.

12 RELAXATION

No latitude, extension of time or other indulgences which may be given or allowed by either party to the other party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right or obligation on either party arising from this Agreement, and no single or partial exercise of any right by either party under this Agreement, shall in any circumstances be construed to be implied consent or election by such party or operate as a waiver or a negation of or otherwise effect either party's rights in terms of or arising from this Agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

13 CO-OPERATION

The parties undertake to co-operate and consult with each other in good faith with regard to the alleviation of any hardship which may be occasioned to either party as a result of supporting each other in the performance of all such actions and the taking of all such steps as may be open to them and necessary for the maintenance of the import of this Agreement.

FOR THE APPLICANT

THUS DONE AND SIGNED at _____

On this _____ day of (month) _____ (year) _____.

Duration: From: _____ To: _____ (Entire duration of qualification / learning period)

STUDENT INITIALS & SURNAME

SIGNATURE

PARENT/ GUARDIAN INITIALS & SURNAME

(If learner is a minor)

SIGNATURE

AS WITNESSES: (For applicant)

1. (Initials and Surname)_____

(Signature)_____

2. (Initials and Surname)_____

(Signature)_____

FOR THE DEPARTMENT

THUS DONE AND SIGNED at _____

On this _____ day of (month) _____ (year) _____.

INITIALS & SURNAME

(On behalf of DMV)

SIGNATURE

AS WITNESSES: (For DMV)

3. (Initials and Surname)_____

(Signature)_____

4. (Initials and Surname)_____

(Signature)_____