

BURSARY AGREEMENT 2016

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**
as the **Bursary Administrator** 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 have enrolled at Basic or Tertiary Institutions of learning.
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 a reputable public institution.
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. **Bursary** – the financial assistance granted by the department to the learner/student, to enable the learner/student to enroll for and complete a period of study of the certificate/diploma/degree at the Institution as stipulated in section 2 hereunder;
- 1.2. **Basic Education Institution** – an accredited public basic education institution situated within the Republic of South Africa as defined by the applicable legislation;
- 1.3. **Tertiary Institution** – an accredited public university of technology or academic university situated within the Republic of South Africa as defined by the applicable legislation; **Period of study** – a period of study is one academic year or more of a curriculum of a particular certificate/diploma/degree as prescribed by the relevant Institutions;
- 1.4. **A Course** – the Course consisting of the curriculum applicable to the certificate/diploma/degree referred to in section 2 hereunder.
- 1.5. **Degree** – the degree refers to both the undergraduate and post graduate studies excluding doctoral degree studies which are *sui generis* in nature
- 1.6. **The Department** – the Department of Military Veterans (DMV)
- 1.7. **Exceptional Circumstances** – means “out of one’s own control”
- 1.8. **Experiential Training Programme** – means learnership or internship.

2. REGISTRATION AS LEARNER/STUDENT

The learner/student intends to register for the following grade/certificate/diploma/degree, namely,

Level _____

Student No _____

at the following Institution, namely _____ and to enable the learner/student to achieve such registration, a Bursary will be granted to the learner/student as set out in section 4 hereunder.

3. DURATION

- 3.1. The duration of this Bursary Agreement shall be on a year-to-year basis. Funding for subsequent years of study is dependent on the learner/student completing the incumbent year of study successfully. The learner/students shall qualify for further funding for studies in a subsequent year/s after successful completion of the incumbent year of study
- 3.2. The DMV, may in its sole and absolute discretion, extend this Agreement for a subsequent year of study until completion of the course of study regardless of a learner/student having successfully completed a previous year of study, depending on availability of funds and priority being given to successful learner/students.

4. BURSARY

- 4.1. The DMV hereby awards a Bursary to the learner/student to assist him/her financially to enroll for and complete the grade/certificate/diploma/degree for which he/she has enrolled 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 study if the student has passed his/her incumbent year of study.
 - 4.1.2. The bursary shall be paid directly to the Institution.
- 4.2. After payment of the invoices provided to the Department, should any additional amount become payable to the institution, the settlement of any such amount outstanding to the institution, shall be for the account of the Department

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/research relevant for the award of the certificate/diploma/degree as prescribed by the Institution;
 - 5.1.2. To apply himself/herself diligently and conscientiously in the pursuit of his/her studies;
 - 5.1.3. To observe and comply with all relevant and applicable regulations of the Institution;
 - 5.1.4. May alter any of the optional subjects taken in the applicable certificate/diploma/degree, however cannot change to another certificate/diploma/degree other than that stipulated in section 2, or change to another Institution without the prior written approval of the department;
 - 5.1.5. To ensure that the departmental bursary administrator is furnished with a progress report/ results, where applicable, from the institution in respect of his/her 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, bursary, grant, loan, or merit award for exceptional academic achievement) excluding pocket money during the year of study for which the bursary was awarded; the learner/student must inform the department accordingly.
- 5.3. The department reserves the right to request repayment of any amounts paid in terms of this agreement, in addition to any other rights that it may have in terms of this agreement or the law, should it be discovered that such additional scholarship, bursary, grant, loan, or merit award for exceptional academic achievement was received by the learner/student and was not disclosed.

6. DMV's OBLIGATIONS

- 6.1. The period for this Bursary Agreement will be for the duration of the study programme as per section 2 above and the department shall be under no obligation to extend the duration of this Agreement. Any extension of the duration of this Agreement shall be solely within the discretion of the department as per section 3 above.
- 6.2. The department may, in its absolute and sole discretion, being satisfied with the LEARNER/STUDENT'S examination result and reports received from the institution on the LEARNER/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.
- 6.3. Any further financial assistance to the learner/student 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.
- 6.4. If the learner/student should fail a year of study, the learner shall be provided with a once-off opportunity to repeat the year/subject of study. Thereafter the bursary shall be terminated should the learner/student fail the repeated year/subject of study a second time. The repeated year/subject of study shall be for the expense of the Department provided the learner has demonstrated exceptional circumstances as a contributing factor to the failure of the year/subject of study.
- 6.5. The Bursary is terminated automatically should the learner/student fail the year a second time. The learner/student shall only be allowed to repeat a year once during the bursary. Any subsequent failures of other years of study during the study period will be for the learner's/student's own expense subject to paragraph 6.4
- 6.6. If the learner/student passes the repeated period of study, then he/she may apply for the Bursary to be re-instituted subject to paragraph 7, 8 and 9 hereof. This shall be re-instituted on the sole discretion of the department.
- 6.7. The Bursary expires automatically if a learner/student completes the certificate/diploma/degree successfully.

7. REPEATING COURSES

Should the learner/student fail any specific course or subject for which the Bursary was granted and the Institution does not permit the learner/student to be promoted to the (next level) following year of the certificate/diploma/degree for which s/he has enrolled, the Bursary granted in terms of this Agreement shall immediately be suspended and shall not be renewed for such succeeding year or study period subject to paragraph 6.4.

8. SUCCESSFUL COMPLETION OF REPEATED LEVEL/SEMESTER

Should the learner/student successfully complete the failed course and the Institution permits the learner/student to advance to the following year/period of study of the certificate/diploma/degree, the student shall be entitled to apply once again to the department for a new Bursary and the department shall be entitled in its

sole and absolute discretion, to decide whether to renew the Bursary for such year or period of study on such terms and conditions as the department may deem fit.

9. ACCEPTANCE OF BURSARY

The learner/student hereby accepts the Bursary granted by the department on the terms and conditions of this Agreement and consents to the fact that the donor department (DMV) 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.

10. DOMICILIUM

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

The DMV:
328 Festival Street
Hatfield
Pretoria
0083

The LEARNER/STUDENT: (Residential Address)

10.2 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.

11. ENTIRE AGREEMENT

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

12. 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.

13. 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.

14. 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.

THUS DONE AND SIGNED at _____

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

BURSARY ADMINISTRATOR

For and on behalf of the DMV

STUDENT NAME AND SIGNATURE

PARENTS OR GUADIAN'S SIGNATURE

(IF STUDENT IS A MINOR)

AS WITNESSES:

1. _____

(Print name) _____

2. _____

(Print name) _____