

BURSARY AWARD AGREEMENT FOR UNDERGRADUATE AND POSTGRADUATE STUDIES

Entered into by and between

the Government through Department of Agriculture, Forestry and Fisheries herein represented by (for office use),

duly authorised thereto (hereinafter referred to as “the Department”)

and

.....
(full names and surname of the Bursar)

Identity number

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*for the agreement to be valid, please attach an ID copy

(hereinafter referred to as “the Bursar”)



**agriculture,
forestry & fisheries**

Department:
Agriculture, Forestry and Fisheries
REPUBLIC OF SOUTH AFRICA

1. PREAMBLE

WHEREAS the Department undertakes to grant the Bursar a bursary award in order to allow him/her to obtain a degree/diploma/school pass (delete that which is not applicable) in
..... (name of study field) subject to the terms and conditions contained in this Agreement,

AND WHEREAS the Bursar indicated an intention to engage in studies to obtain a degree/diploma/school pass (delete that which is not applicable) in
..... (name of study field) subject to the terms and conditions contained in this Agreement,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

2. OBLIGATIONS OF THE DEPARTMENT OF AGRICULTURE, FORESTRY AND FISHERIES

- 2.1 The Department grants the Bursar the bursary in terms of this Agreement for the specific purpose of obtaining a (degree/diploma/school pass) in the study course at (state institution) for the year (state year of study, eg. 1st or 2nd).
- 2.2 The bursary award shall consist of an amount, determined by the Department, equivalent to the registration, class and examination fees of the (state institution) in respect of the study course, as well as reasonable costs in respect of tuition, accommodation, meals and study books for the academic year of hereinafter collectively referred to as "allowances".
- 2.3 The allowances are subject to review at the discretion of the Department and at all times subject to the availability of funds of the Department set aside for the purposes of awarding bursary awards.
- 2.4 The allowances shall be paid out to and/or on behalf of the Bursar as deemed fit and arranged by the Department.
- 2.5 The bursary award shall be granted for a period of 1 (one) academic year and can subsequently be renewed at the discretion of the Department. Each renewal shall be subject, *inter alia*, to receipt by the Department of satisfactory reports from the relevant institution in respect of the Bursar's academic progress and conduct.
- 2.6 Nothing contained in this Agreement will oblige the Department or place any liability upon the Department to provide or secure employment for the Bursar during the course of this Agreement or subsequent to the Bursar having obtained the prerequisite qualifications in terms of the study course, nor to provide experiential training for the Bursar.
- 2.7 If the Department should at any time after the coming into effect of this Agreement grant the Bursar any concession of whatever nature in respect of the observance of the Bursar's obligations in terms of this Agreement, such concession shall in no way be construed as a waiver by the Department of

any of its rights in terms of this Agreement and such concession shall, at all times, be subject to the Department's right to cancel the bursary.

3. OBLIGATIONS OF THE BURSAR

- 3.1 The Bursar shall not, without first having obtained written permission from the Department, be entitled to deviate from the aforementioned study course or to change institutions.
- 3.2 The Bursar shall provide the Department of Agriculture, Forestry and Fisheries with a statement of account from the institution, the postal address of the institution and any change in his/her contact numbers.
- 3.3 In the event of the Bursar residing in a private residence during his/her studies at the institution that is not the home of any direct relatives of the Bursar, the Bursar must submit proof of his/her residence contract to the Department.
- 3.4 The Bursar will be required by the institution to sign a form/document when receiving/acknowledging any payment/allowance due to him/her, e.g. Schedule of Particulars.
- 3.5 After the successful attainment of the relevant qualification, he/ she will submit a copy of his/her qualification to the Department.
- 3.6 The Bursars agrees, if the Department so desires, to serve the Department of Agriculture, Forestry and Fisheries or its public entities (Provincial Departments of Agriculture, Agriculture Research Council and Land Bank) in any capacity for which the Department deems him/her suitable, for a period of one year for each year's participation in the External Bursary Scheme .
- 3.7 The Bursars agrees that the Department of Agriculture, Forestry and Fisheries or its aforementioned public entities will be given first preference in appointing him/her, after successful completion of his/her studies, provided that he/she meets the minimum requirements for a specific post. Permanent employment will be determined by the availability of funds, and future needs regarding personnel composition, provided that appropriate vacancies exist.
- 3.8 If there is no vacancy within the Department of Agriculture, Forestry and Fisheries or its public entities, nothing in this agreement shall be construed as to impose an obligation on the Department to employ the candidate after completion of the programme.
- 3.9 In the event the Bursar refuses an offer of permanent employment with the Department of Agriculture, Forestry and Fisheries, or the trainee terminates his/her services prior to the expiry of this contract, the trainee will be liable to reimburse the Department for all costs relating to the bursary awarded to him/her by the Department.
- 3.10 Unless otherwise agreed in writing between the Department and the Bursar, the Bursar shall travel to and from his/her place of residence to the institution at his/her own expense.
- 3.11 Costs associated with aegrotat exams or supplementary exams will not be paid for by the Department but will be for the account of the Bursar.
- 3.12 Under no circumstances will the allowances cover costs or fees not normally associated with academic progress in the study course, such as fines, interest or penalties.
- 3.13 All claims of the Bursar in respect of unpaid parts of the allowances must be received by not later than 30 November of each year. Any claims received after this date will not be considered for payment by the Department.
- 3.14 The bursar agrees to the jurisdiction of the Magistrate's Court in terms of section 45 of Act No. 32 of 1944 (as amended) to the effect that the Department can institute any legal proceedings in respect

of this agreement in the Magistrate's Court of any district which has jurisdiction over the Bursar according to the aforementioned Act.

- 3.15 The Bursar agrees to pay legal costs on the attorney and own client scale as well as collection commission on the then outstanding amount should any legal steps be taken by the Department in accordance with this Agreement.

4. ADDITIONAL SPONSORSHIP/BURSARY

- 4.1 The Bursar will not be allowed to have any additional sponsorship/bursary that will impose an obligation on him/her to serve at the end of the study programme.
- 4.2 In the event that the Bursar is granted additional sponsorships without contractual obligations, the Bursar must inform the department about the value of the other sponsorship/bursary. The department will determine the amount it will contribute to the Bursars depending on the level of study.
- 4.3 The Bursar cannot have both provincial and Department of Agriculture, Forestry and Fisheries bursaries at the same time or switch from provincial to Department of Agriculture, Forestry and Fisheries sponsorships because the funds are from the same source.

5. SUSPENSION OF THE BURSARY

- 5.1 In the event of the Bursar not being successful in the field of study, the Department shall have the right to suspend the bursary award. Reinstatement of the bursary award shall then only be considered when the level of study in question has been successfully completed by the Bursar at his/her own expense. Nothing contained in this clause shall prevent the Department from waiving its right to invoke the provisions contained in this clause in circumstances deemed appropriate by the Department.

6. TERMINATION OF THE BURSARY CONTRACT

- 6.1 The Department of Agriculture, Forestry and Fisheries may terminate the bursary anytime should the Bursar:
- 6.1.1 Fail to observe any one or more of the terms and conditions of this Agreement
- 6.1.2 Be guilty of misconduct in terms of the rules of the institution or not be making satisfactory progress in his/her studies
- 6.1.3 Discontinue his/her studies for the study course or another course embarked on without the prior written consent of the Department as stated
- 6.2 The Department will be entitled to cancel this agreement forthwith, even during the course of an academic year. After the date of such cancellation, the Department shall make no further payments whatsoever to or on behalf of the Bursar. The Department will also have the right to recover any monies paid plus interest at the rate determine by the Minister of Finance in terms of section 80(1)b of the Public Finance Act, 1999 (Act No. 1 of 1999) from time to time, from the date of breach of contract.

7. NOTICES AND *DOMICILIA CITANDI ET EXECUTANDI*

- 7.1 Any notice, request, consent, or other communication made between the parties pursuant to the agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered post, telex, telegram or facsimile to such party at the address specified in clause 7.3.

7.2 A party may change its address for receipt of communications by giving the other party 5 (five) days' advance notice of such changes.

7.3 The parties select as their respective *domicilia citandi et executandi* the following physical addresses, and for the purposes of giving or sending any notice provided for or required in terms of this Agreement, the following:

7.3.1 **The Department of Agriculture, Forestry and Fisheries**

<i>Physical</i>	<i>Postal</i>
Agriculture Place	Private Bag X250
20 Beatrix Street	PRETORIA
Arcadia	0001
PRETORIA	
0002	

The Bursar

<i>Physical</i>	<i>Postal</i>
.....
.....
.....
.....

7.4 Any notice addressed to a party at its physical or postal address shall be sent by prepaid registered post, or delivered by hand, or sent by facsimile.

7.5 Any notice shall be deemed to have been given –

7.5.1 If posted by prepaid registered post, 14 (fourteen) days after the date of posting thereof

7.5.2 If hand delivered, on the day of delivery

7.5.3 If sent by facsimile, on the date and time of sending of such facsimile, as evidenced by a fax confirmation printout

Signed by the Bursar at

on this day of 20.....

in the presence of the undersigned witnesses.

As witnesses:

1.

2.

Bursar

Duly assisted by me as the parent/guardian of the Bursar.

.....
Parent/Guardian

.....
Initials and surname of Parent/Guardian
in block letters

Address of parent/guardian

.....
.....
.....
.....

Signed on behalf of the Department at

on this day of 20.....

in the presence of the undersigned witnesses.

As witnesses:

1.

2.

Department