

BURSARY HOLDER AGREEMENT

BETWEEN

The Institution/Stakeholder

Duly Represented by

In his/her capacity as the:

And

The Learner (Full Name/s and Surname)

ID Number



IT IS AGREED AS FOLLOWS:

The Stakeholder awards a Bursary to the Bursary Holder who accepts the award subject to the provisions hereinafter contained.

1. Bursary Holder Undertaking

The Bursary Holder undertakes:

- 1.1 To register and successfully complete the courses registered and funded for the academic year prescribed for the programme:

Name of Institution:

Name of qualification registered for:

NQF Level:

Start Date: _____

End Date: _____

Are you currently funded by NSFAS/any other Sponsor? Yes ☐ No ☐

Are you currently employed? Yes ☐ No ☐

Are you contributing to the UIF? Yes ☐ No ☐

Are you intending to contribute to the UIF? Yes ☐ No ☐

1.2 **Last School EMIS ID:**

Name of last school attended:

Last school year:

Last school province:

STATS SA Area Code:

(Refers to the area code of the high school)

1.3 **POPI Act Status:**

POPI Act Status (Agree/Disagree):

(Refer to POPI ACT in Annexure A)

POPI Act Status Date:

(Refers to the date the learner gives CONSENT for their information to be used)

- 1.4 To apply himself/herself diligently and conscientiously in pursuit of his/her studies for the aforementioned qualification/skills development programme;
- 1.5 To observe and comply with all relevant and applicable regulations of the learning institution;
- 1.6 Not to accept any other bursary, grant or other form of financial assistance without the prior written approval of the Stakeholder;
- 1.7 Where applicable, to undergo such practical training as is required by the learning institution referred to in 1.1 above;
- 1.8 To refund the Stakeholder all and any amounts paid in respect of the Bursary should the qualification not be successfully completed and/or the agreement be cancelled.

2. Institution/Stakeholder Undertakes:

- 2.1 To apply for discretionary grant bursary funding to PSETA on behalf of its learners or employees;
- 2.2 Recruit qualifying learners or employees and conduct induction training;
- 2.3 Support learners or employees with information relating to the bursary programme;
- 2.4 Act as a liaison between the PSETA and learners or its employees;
- 2.5 Facilitate the process of bursary tranche payments into the learners or employees accounts at the learning institution; and
- 2.6 Submit required reports to PSETA.

3. Institution/Stakeholder details:

Name of Institution/Stakeholder:

Physical Address: _____

GPS Co-ordinates: _____

Contact Number: _____

Email Address: _____

Contact Person: _____

3. Institution/Stakeholder details:

Name of Institution/Stakeholder: _____

Physical Address: _____

GPS Co-ordinates: _____

Contact Number: _____

Email Address: _____

Contact Person: _____

4. PSETA Undertaking

Subject to clause 1 above and to compliance by the Bursary Holder with the provisions of clauses

(1.1 – 1.7), the PSETA undertakes:

- 4.1 To pay to _____ (name of institution/stakeholder) on the Bursary Holder's behalf an amount determined by the PSETA Discretionary Grants Policy and recorded in a Memorandum of Agreement between PSETA and the institution or stakeholder;
- 4.2 Notwithstanding 4.1 above, no payments will be made by the PSETA to or on behalf of the Bursary Holder unless the Bursary Holder has returned this Agreement properly completed and duly signed by the Parties.

5. Non-Registration

If the Learning Institution does not permit the Bursary Holder to register for any course/s of study prescribed for the year, as the case may be:

- 5.1. The Bursary Holder Agreement shall be cancelled,
- 5.2. The Bursary Holder shall at its own expenses repeat whatever course of study he/she is required by the institution to repeat.

6. Termination

The PSETA shall be entitled to terminate the agreement, and recover all and any amounts already paid in respect of the Bursary Holder, forthwith:

6.1. If the Bursary Holder:

6.1.1. Either ceases to pursue or repeats but fails to complete successfully the courses of study referred to in 5.2 and/or does not register or is not permitted by the institution to register for all the qualifying courses required,

6.1.2. Is found guilty of misconduct,

6.1.3. Is convicted of any criminal offence.

6.2. If any of the instances referred to in 6.1.1 – 6.1.3 occur, then the amounts already paid in respect of the Bursary Holder shall be recovered from the Bursary Holder.

6.3. Where the Bursary holder deregisters its course of study, for whatever reason, within the applicable time allowed by the Institution, then PSETA shall recover all amounts already paid in respect of the Bursary Holder from the Institution.

6.4. If the PSETA is not satisfied with the Bursary Holder's examination results or with any report from the institutions authorities on the Bursary Holder's progress and conduct; or

6.5. If the PSETA has good reason to believe that the Bursary Holder intends to discontinue or to interrupt the pursuit of his/her studies for the skills development programme/certificate/qualification referred to in clause 1.

6.6. If the PSETA is not satisfied with the Bursary Holder's personal conduct or work performance during periods of practical training, or if the Bursary Holder neglects or refuses to enter into periods of practical training referred to in 1.6.

7. Bursary Holder obligations

- 7.1. Subject to clause 9 below, the Bursary Holder must update PSETA on employment status (where applicable).
- 7.2. The Bursary Holder shall meet all the duly performed requirements of the institution or stakeholder.
- 7.3. PSETA, at its sole discretion, reserves the right to cancel all or part of the Bursary Holder's debt obligation.

8. Declaration

The Bursary Holder declares *inter alia* the following:

- 8.1. That he/she has read the contents of this agreement and that he/she fully understands it,
- 8.2. That he/she is aware of the fact that the Bursary offered by PSETA is only in respect of the indicated calendar year of study, and is NOT an automatic renewal applicable to continued studies, even in respect of the following year's study,
- 8.3. That he/she is not a holder of any other Bursary for the same programme or any other programme,
- 8.4. That he/she has read and understood the provisions with regard to the repayment of any and all amounts in respect hereof.

9. Early termination

Notwithstanding anything to the contrary contained in this agreement, PSETA shall have the right to terminate this agreement and forward the information to the Bursary Holder with a reasonable explanation.

10.No contract of employment

Nothing in this agreement must be construed as constituting a contract of employment between the Bursary Holder and the PSETA who by their signatures to this agreement acknowledge that no such relationship exists.

11. Confidentiality

- 11.1. For the purposes of this clause, “confidential information” includes any information or knowledge acquired by the Bursary Holder in the course of or incidental to his/her involvement with the stakeholder in terms of this agreement, whether such information originates from the PSETA or from other persons.
- 11.2. The Bursary Holder may not, directly or indirectly, disclose any confidential information relating to the affairs of the stakeholder to anyone except those persons authorised to have access to such information, or use such confidential information, unless for a purpose authorised by the stakeholder or by law. If there is any doubt whether any disclosure or use is for an authorised purpose, the Bursary Holder must obtain a ruling in writing from the stakeholder and must abide by it.
- 11.3. The obligation not to disclose or use confidential information contemplated herein will survive the termination of this agreement, but the prohibition on disclosure will not apply to confidential information, which is already in the public domain, other than as a result of being divulged by the Bursary Holder.

12. Indemnity

- 12.1. Upon signature of this agreement, the Bursary Holder thereby indemnifies and holds harmless the stakeholders, its officers, employees and agents from and against any loss (including legal costs and expenses) or liability incurred or suffered by any person arising from any claim, demand, action or proceeding

by any person where such loss or liability was caused by a wilful, unlawful or negligent act or omission of the Bursary Holder.

12.2. The indemnity clause referred to above will survive the expiration or termination of this agreement.

13. Breach and Cancellation

Notwithstanding the provisions above, and in the event of breach:

13.1. Either party, shall, without prejudice to any rights it may have in law, be entitled to cancel this agreement, by written notice to the other party, in the event of a breach of any provision of this agreement and failure to rectify the breach within 7 (seven) days' notice of the breach.

13.2. Such breach by the Bursary Holder will include but not be limited to:

13.2.1 Failure by the Bursary Holder to comply with his/her obligations in terms of this agreement;

13.2.2 Refusal of the Bursary Holder to comply with instructions or requests by the stakeholder in terms of this agreement;

13.2.3 Insolvency of the Bursary Holder;

13.2.4 Any engagement by the Bursary Holder in corrupt or fraudulent practices in competing or executing this agreement.

13.3. If either has committed such breach, the other party will furnish the party committing such breach with a written notice, served on the offending party's chosen domicilium address, setting out the breach committed and calling upon the offending party to rectify and remedy such breach within 7 (seven) calendar days.

14. General

14.1. This agreement, including any agreed appendices, constitutes the entire agreement between the parties.

14.2. In the event of a conflict between this agreement and the terms of any schedules or appendices which may be attached to this agreement (exclusive

of addenda drafted, signed and agreed to by both parties with the specific aim to change and supersede a provision / the provisions of this agreement), the terms of this agreement will take precedence.

- 14.3. This agreement wholly supersedes and replaces any previous agreements concerning this subject matter, which may have come into existence between the parties prior to the signing of this agreement and irrespective of whether such previous agreements came into existence through conduct, orally or in writing.
- 14.4. No relaxation, extension or indulgence which a party may grant to any other constitutes a waiver of any right of that party or a notation of any term of this agreement and does not preclude that party from exercising any right which may have arisen in the past or which arises in the future.
- 14.5. No variation, suspension, deletion, amendment or modification of this agreement is of any force or effect, unless recorded in writing and signed by the parties, and is effective only in the specific instance and for the purpose and to the extent set out.

15. Disputes

- 15.1. Subject to the provisions hereof, should the PSETA, institution or stakeholder and the Bursary Holder be in dispute on the meaning, interpretation, application or termination of this agreement, such dispute unless resolved between the parties, shall be determined by arbitration in terms of this clause.
- 15.2. A dispute contemplated herein shall be referred to an arbitrator nominated by consent of the parties or in the absence of such consent, the Arbitration Foundation of South Africa.
- 15.3. Arbitration of any disputes between the parties to this agreement shall be conducted in an informal manner with minimum legal formalities. The arbitrator may determine the procedures to be adopted in any arbitration arising out of this agreement.
- 15.4. The decision of the arbitrator will be final and binding on all three parties.

15.5. Despite the provisions of clause 16.4, the parties to this agreement may agree to institute legal proceedings in court.

16. Force Majeure

16.1 “Force Majeure” shall mean any circumstances beyond the reasonable control of the Party concerned and shall include, but not be limited to; storms, floods, fires, earthquakes, other natural disasters, power failures, unavailability of equipment/material by third parties, inability to obtain on reasonable acceptable terms any necessary authorizations, curtailment or the suspension of activities to remedy or avoid an actual or alleged present or prospective violation of any environmental requirements, strikes, lockouts, boycotts, actions of civil and military authorities , changes in laws, rules, regulations and orders.

16.2 Either Party shall be relieved of liability under this Contract, for the non-performance of any of its obligations under this contract caused by any act of force majeure. During the period of suspension, the obligations of either Party to expend or advance any funds pursuant to this Contract shall be reduced to levels consistent with operations that are being conducted.

16.3 The Party subjected to force majeure shall, within forty-eight (48) hours, notify the other Party in writing of the circumstances amounting to force majeure and shall provide an estimate (which shall be updated in writing from time to time) of when those circumstances are expected to cease to apply.

16.4 Subject to the aforementioned, no Party shall be deemed to be in breach of this Contract, or otherwise be liable to any other Party, by reason of any delay in performance, or the non- performance of any obligation hereunder, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other Party, then time for performance of that obligation shall be extended accordingly.

16.5 In conditions of Force Majeure, each Party shall take all reasonable steps by whatever lawful means available to resume all performance of the Party's

obligations under this Contract as soon as reasonably possible and shall discuss with the other Party ways and means to overcome such conditions.

16.6 Should conditions of force Majeure persist continuously in respect of a Party for a period in excess of seven (7) days and have a material adverse effect on the Party's performance of any of its obligations under this Contract and has a material effect on the other Party, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

However, in the event that the parties are within a period of fourteen (14) days unable to reach written agreement or amendments to the relevant provisions of this Contract to take into account such conditions, either Party may terminate this Contract with immediate effect upon written notification to the other Party.

17. Limitation on Cession

The rights and obligations for the Parties in terms of this Agreement shall not be ceded, assigned or delegated by either party to a third Party or any other person, save with the prior written consent of the other Party.

18. Domicilium address and notices

18.1. The parties choose as their addresses for the purposes of this agreement, the addresses set out in this agreement, and any party may change its Domicilium as aforesaid by written notice to the other party, which change will take effect seven (7) days after the date of receipt or deemed receipt of such notice. The changed address must be a physical address.

18.2. Any notice given by one party to the other in terms of this agreement must be given by hand, or given by pre-paid registered post or by telefax or by email to the domicilium chosen by the addressee in terms of clause 19 and will be deemed to have been received by the addressee:

18.2.1 On the date on which the same was delivered, if delivered by hand;

18.2.2 On the seventh (7th) day after the date of posting, if sent by pre-paid registered post; or

18.2.3 On dispatch, if sent to the addressee's telefax number or email address.

19. Domicilium Citandi et Executandi

For the purposes of this agreement, the parties choose their respective domicilium citandi et executandi as follows:

The Bursary Holder: (Full residential address)

Address:

Telephone: _____

Email: _____

The Institution/Stakeholder: (Full physical address)

Address:

Telephone: _____

Email: _____

1. Signatures

Signed at _____ on this _____ day of _____ 20____

Learner Full Names (Bursary Holder):

Learner Signature:

As Witness:

Signed at _____ on this _____ day of _____ 20____

Full Names of Stakeholder/Institution Representative

Designation:

Signature:

As Witness:

ANNEXURE A

POPI ACT

The Protection of Personal Information (POPI) Act, No 4 of 2013 promotes the protection of personal information by public and private bodies.

In simple terms, the purpose of the POPI Act is to ensure that all South African institutions conduct themselves in a responsible manner when collecting, processing, storing and sharing another entity's data subject's personal information by holding them accountable should they abuse or compromise your personal information in any way. The POPI Act also sets out requirements for lawful processing of personal information.

As part of its mandate, PSETA is legally obligated to collect, use, and disclose personal information of data subjects, for the purpose of reporting skills development initiatives and interventions to the Department of Higher Education and Training and/or performing its public law duties, as a National Public entity.

By selecting agree on this form, the data subject therefore gives consent agrees that his/her information can be used by the PSETA and the third party, such as the Department of Higher Education and Training, AGSA and any stakeholder implementing PSETA project for the purposes of reporting, auditing and registration on the learning intervention embarked on, which forms part of PSETA's public law duties as a National Public Entity.