

BURSARY AWARD AGREEMENT FOR HIGH SCHOOL STUDENTS

Entered into by and between

the Government through the 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 national certificate subject to the terms and conditions contained in this Agreement,

AND WHEREAS the Bursar indicated an intention to engage in studies to obtain a national certificate subject to the terms and conditions contained in this Agreement,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

2. OBLIGATIONS OF THE DEPARTMENT

- 2.1 The Department grants the Bursar the bursary in terms of this Agreement for the specific purpose of obtaining a National Senior Certificate/Grade 12 at
(state school name) for the year (state year of study, eg. grade 10 or 11).
- 2.2 The bursary award shall consist of an amount, determined by the Department, in respect of school fees, boarding, prescribe books, stationery and uniform for the academic year.
- 2.3 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 school in respect of the Bursar's academic progress and conduct.
- 2.4 Should the Department 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 change from his/her current school to another or change subject combinations.
- 3.2 The Bursar agrees that after completing National Senior Certificate/Grade 12 studies, he/she will follow a career in one of the identified scarce and critical skills in Agriculture, Forestry and Fisheries.
- 3.3 The Bursar agrees that in the event he/she decides to follow a different field of study other than the ones identified by the Department as scarce and critical, he/she shall repay all the money 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.
- 3.4 The Bursar shall provide the Department of Agriculture, Forestry and Fisheries with a statement of account from the school, the postal address at the school and any changes in his/her contact numbers.
- 3.5 The Bursar agrees to furnish the department with his/her academic progress reports quarterly.
- 3.6 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 school at his/her own expense.
- 3.7 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.

- 3.8 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 sponsor/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 Bursar depending on the level of study.
- 4.3 The Bursar cannot have both provincial and national Department of Agriculture, Forestry and Fisheries bursaries at the same time or switch from provincial to national Department of Agriculture sponsorships because the fees are from the same source.

5. SUSPENSION OF THE BURSARY

- 5.1 In the event of the Bursar not being successful in the grade 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 grade 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 school or not be making satisfactory progress in his/her studies
- 6.1.3 Discontinue his/her approved subject combination for another subjects 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>
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.....
.....
.....

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