

**School's logo**

**Bursary Agreement**

This agreement is between

\_\_\_\_\_

("the School")

and

\_\_\_\_\_

("the employee")

\_\_\_\_\_

(Identity number)

Whereas I, the undersigned

\_\_\_\_\_  
FULL NAMES) (herein after called "the Bursar"),

Would like to take on full-time/part time study.

The name of the course is; \_\_\_\_\_ and studies will be conducted and concluded at \_\_\_\_\_ (name of institution)

The major subjects are:

\_\_\_\_\_

and minor subjects are:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(herein after called “the course’), which extends over a prescribed minimum period/ prescribed minimum remaining period of \_\_\_\_\_ year(s).

And whereas:

- (i) I must for the aforementioned purpose attend classes and/or undertake study/research, as the case may be, at an approved training institution as stipulated by the School above;
- (ii) The School will annually grant me a bursary, as determined, for the prescribed minimum duration / prescribed minimum remaining duration of the course;
- (iii) And whereas the School will pay on my behalf, within the limits of the bursary awarded for the prescribed minimum duration/prescribed minimum remaining duration of the course where monies are levied per subject for the prescribed necessary subject(s) the tuition, examination and registration fees levied by the training institution in respect of the course.

(The School may, in its own discretion, pay for the residential fee and study materials as prescribed by the training institution for the course as stated herein.)

**THEREFORE, I UNDERTAKE TO:**

- (i) Commence the course with effect from the \_\_\_\_\_ 20 \_\_\_\_ academic year, to take the Course full-time/part-time, and to complete the course successfully within the aforementioned period or within such extended period as may be approved in terms of this agreement;
- (ii) Furnish the School with satisfactory proof of enrolment for the course at the commencement of each year of study;
- (iii) Undergo such practical training as may be prescribed by the aforementioned training institution as part of the course or as may be required for purposes of registration in my particular profession, in the School, if so desires;
- (iv) Furnish the School with official proof of my examination results immediately after the results of any annual/bi-annual examination/supplementary examinations have been made known by the examining authority;

1.

if I obtained a bursary to take a certificate/diploma/degree course relevant to the functions performed by the School to serve my internship or training after I have passed the final examination of the course, in an institution indicated by the School and if so desires, and to complete it within the prescribed period;

2.

If I obtain a bursary to take another course, within a period of two calendar months after I have complied with all the requirements of the course in any capacity for which the School may consider me suitable, for a continuous period of one year for each individual year of study or part thereof in respect of which bursary monies were paid for my studies and/or on my behalf (herein

\_\_\_\_\_ after called “the Contract period”) in the position to which I may be appointed or to which I may be transferred/promoted.

3.

To repay immediately the following monies in a lump sum to the School if I fail to comply with the provisions of this agreement; if at any time I renounce the bursary, or if the School withdraws my bursary or if I leave or am discharged from the School before expiry of the Contract Period:

4.

The total amount of bursary monies paid for my studies and /or my behalf in terms of this undertaking: \_\_\_\_\_

(i) provided that the amount so due shall be reduced in the same proportion as the number of calendar month's full-time uninterrupted service rendered in terms of this undertaking bears to the \_\_\_\_\_ Contract Period, and

(ii) interest on the bursary amount will be at the legal rate of interest applicable from time to time to debts due to the School, as determined by or in terms of the relevant financial prescripts of the School, calculated from the date on which the obligation to pay arises to date of payment.

**I further understand and accept that: -**

5.

The School is under no obligation to employ me after I have complied with the requirements of this agreement and, if for this reason I am not employed by the School, I will be resolved from the terms and conditions of this undertaking.

6.

The School may at any time suspend the payment of my bursary monies if the School is, in its sole discretion, of the opinion that I am not making satisfactory progress with the course. If the School so suspends the payment of my bursary monies for my studies. I shall be:

- (i) obliged to repeat and complete successfully at my own expense any subjects which I have outstanding. If I do not immediately continue my studies, except where the School has granted me postponement in writing, I shall be deemed to have abandoned the Course.
- (ii) permitted to exceed the prescribed minimum duration/ minimum remaining duration of the course by a period as determined by the School;
- (iii) continue to be subject to the provision of this undertaking during such period of suspension or extension, and
- (iv) the School may at any time thereafter discontinue payment for my studies if the School is, in its discretion, of the opinion that I have not made satisfactory progress with the course.

7.

the School may any time withdraw my bursary if I have failed to comply with the provisions of this agreement or if the School is, in its sole discretion, of the opinion that I have not made satisfactory progress with the Course, that I did not attend lectures and/or practical classes regularly or that it is not in the interest of the School that the bursary continues to be granted.



## **I also accept that:**

8.

As far as my absence due to leave from my normal duties during the Contract Period is concerned, only vacation leave on full pay (with the exception of vacation leave granted to me for the purpose of study), sick leave on full pay or partly on pay and special sick leave which may be granted as a result of an injury on duty, shall count as service for completing the Contract Period;

9

Periods of study during official hours of duty other than those undertaken on instruction by the School, shall not count as service in fulfilment of a service obligation in terms of any agreement/undertaking which I have entered/may enter with the School. Should any such agreement (s)/undertaking(s) containing provisions to the contrary, they shall be regarded as amended accordingly;

10.

Irrespective of the amount involved in terms of this undertaking, any action which may arise from this undertaking may be instituted in a Magistrate's Court in South Africa which may otherwise have jurisdiction;

11.

If my obligation in terms of this undertaking cannot not be fulfilled owing to my death or if such obligations cannot, in the discretion of the School, be fulfilled owing to the fact that I have become incapacitated by any mental or physical disability, any liability for the refund of any monies which may be due in terms of this undertaking shall lapse. This concession shall be applicable only where the provisions of clause 3 have not taken effect;

12.

This undertaking shall not absolve me from any obligations in terms of any other undertaking(s)/agreement(s) which I have entered/may have entered/may enter with the School. Period of compulsory service resulting from and in terms of more than one undertaking(s)/agreement(s) which I have entered/may enter with the School. Period of compulsory service resulting from and in terms of more than one undertaking/ agreement, shall be service consecutively and in the order in which such undertaking(s)/ agreement(s) were entered. Should any such agreement(s)/Undertaking(s) contain provisions to the contrary they shall be regarded as amended accordingly: Provided that if I entered the School before completing the Course and if study leave on the 50-50 basis is also granted to me, the service obligations resulting from such undertaking(s)/agreement(s) may be fulfilled simultaneously, notwithstanding any other condition mentioned herein.



13.

This undertaking may be amended only with the written approval of the School; and

14.

a Certificate issued by the School/institution shall serve as irrefutable evidence of the amount due by me to the School in terms of this undertaking,

I undertake to notify the School of any change of address whilst this undertaking or agreement is in operation. If I fail to do so, and if it becomes necessary for the School to undertake any expense to trace me, I will be liable to refund the School for the said expense:

I further undertake to pay the Attorney and client fees if the case against me is referred for recovery as a result of my failure to fulfil my obligations in terms of this undertaking.

I elect as my domicilium citandi et executandi and for the purpose of any notice or for the service of any legal process arising out of this undertaking, the following address in South Africa:

\_\_\_\_\_  
\_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
"EMPLOYER/SCHOOL"

\_\_\_\_\_  
"BURSAR"

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

**WITNESSES:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)