



# **LEARNER BURSARY AGREEMENT FOR EMPLOYED BURSARS**

Entered into between:

## **THE SERVICES SECTOR EDUCATION AND TRAINING AUTHORITY**

(A statutory body established in terms of section 9(1) of the  
Skills Development Act, No. 97 of 1998 as amended)  
(Hereinafter referred to as “Services SETA”)

And:

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(Identity No : \_\_\_\_\_)  
(Hereinafter referred to as “the Bursar”)

(Hereinafter jointly referred to as “the Parties”)

**Reference Number of the Main Contract:**

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***Annexures to be read with and applicable to this agreement:***

- a) Advert for the Bursary application: Annexure "A"
- b) The Services SETA offer letter: Annexure "B"
- c) Schedule of capped Bursary amount per institution: Annexure "C"

**1. PREAMBLE**

**WHEREAS:**

- 1.1 The Services SETA aims to provide for the skills development needs of the Services sector through, inter alia, Bursary awards;
- 1.2 The Services SETA recognizes the need to invest in the education of deserving individuals who are South Africans and who have enrolled for studies with Institutions of learning;
- 1.3 Pursuant to an advertisement, see annexure "A" hereto, issued by Services SETA calling on interested persons to apply for the Bursary, the Bursar has been awarded a Bursary by Services SETA in terms of the Services SETA offer letter, see annexure "B" hereto.
- 1.4 Bursar undertakes to avail himself/herself of the Bursary to enable him/her to study fulltime/part-time in order to obtain the qualification he /she has enrolled for at the Institution;
- 1.5 The Institution is an entity registered in terms of the Further Education and Training Act of 98 of 1998 or the Higher Education Act 101 of 1997
- 1.6 The Institution offers theoretical and/or practical training towards various qualifications including those in the services sector;
- 1.7 The Institution shall administer the Services SETA bursaries on behalf of the Service SETA; and
- 1.8 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:-**

**2. DEFINITIONS**

Unless the context clearly indicates the contrary, the following expressions shall have the following meanings:-

- 2.1 "Academic Year" shall mean a year in the Gregorian calendar during which the study period is conducted as defined by the higher learning institution

- 2.2 “Applicant” shall mean an employed individual applying to the Services SETA for a bursary pursuant to a nationwide advertisement issued by Services SETA as more fully set out under clause 3;
- 2.3 “Bursar” shall mean an employed person to whom the Bursary is granted to enable the Bursar to study for the relevant qualification at the Institution;
- 2.4 “Bursary” shall mean the financial assistance granted by the Services SETA to the Bursar;
- 2.5 “Services SETA offer letter” shall mean the offer letter sent out to the Bursar confirming provisional award of the Bursary;
- 2.6 “Successful completion” shall mean that the Bursar has passed all the courses and/or modules he/she has enrolled for in an Academic Year;
- 2.7 “Institution” shall mean an entity registered in terms of the Further Education and Training Act of 98 of 1998 or the Higher Education Act 101 of 1997. For avoidance of doubt and for purposes of this agreement, Institution is a public university, university of technology or a technical vocational educational and training (TVET) college in South Africa; and

### **3. PRE-COMMENCEMENT PROCESSES AND SELECTION**

3.1 The Services SETA may through a nationwide advertisement, call upon employed individuals to apply for a bursary towards their studies with a recognized institution. The Services SETA shall, evaluate and shortlist the Applicants in line with the selection criteria below and the Applicant must:

3.1.1 be in possession of grade 12 Certificate with a minimum average pass mark of 50%;

3.1.2 be a South African National;

- 3.1.3 meet the admission requirements of the respective Institution;
  - 3.1.4 be studying at or be admitted to study at an Institution and preference will be given to public Institutions;
  - 3.1.5 provide acceptance letter/ proof of registration from a recognized Institution; and
  - 3.1.6 be studying towards a recognized post-school education and training qualification.
- 3.2 Preference will be given to Applicants from previously disadvantaged individuals.
- 3.3 The final selection is at the discretion of Services SETA based on availability of funds in an Academic Year.
- 3.4 A Bursar will be issued with an offer letter which shall serve as a provisional award of the Bursary. The provisional award is subject to the signing of this Learner Bursary Agreement for Employed Bursars between the Bursar and the Services SETA.
- 3.5 The Services SETA reserves the right to replace an Applicant who fails to accept the bursary offer within the time frame stipulated in the offer letter.
- 3.6 Once an Applicant has accepted the offer, the Institution will be notified of the aid being given to that Applicant and a Bursary Administration Agreement will be concluded with the respective institution in respect of all the Applicants awarded the bursary and who are enrolled with that particular Institution.

#### **4. THE BURSARY**

- 4.1 The Services SETA hereby, subject to the terms and conditions of this agreement, hereby provides a Bursary to the Bursar for one Academic Year, which Bursary the Bursar acknowledges is in respect of study costs as set out under clause 4.4.
- 4.2 The Bursar hereby accepts such aforesaid Bursary, subject to the terms and conditions of this agreement.
- 4.3 The Services SETA shall pay the actual amount owed by the Bursar and invoiced by an Institution. For avoidance of doubt, the actual amount owed is the

outstanding amount in the Bursars account at the time that the Institution invoices the Services SETA.

4.4 The Bursary should be allocated in the following order:

4.4.1 Tuition and fees;

4.5 A Bursar who is pursuing a qualification of Masters or PHD may, subject to the Services SETA's approval, be granted fixed research allowance and/ or travel allowance in order to attend compulsory conferences and the like.

4.6 Institutions shall facilitate the signing of the Services SETA Learner Bursary Agreement by the Bursar, therefore a Bursar must, when notified by the Institution to do so, avail himself / herself for such signature.

4.7 No claim shall be paid where this agreement has not been signed by the Parties.

4.8 Services SETA shall through the Institution organise an induction wherein it shall communicate the terms and conditions of the Bursary to the Bursars.

4.9 If the Institution does not permit the Bursar to register for any qualifying course or courses of study prescribed for the year/semester/trimester immediately succeeding the year for which the Bursary was awarded or renewed, as the case may be:

4.9.1 the Bursary shall be suspended and the Bursary shall not be renewed for such succeeding year/semester/trimester;

4.9.2 the Bursar shall at his/her own expense repeat whatever course of study he/ she is required by the Institution to repeat before it will permit him/her to register for all the necessary qualifying courses prescribed for the succeeding Academic Year/ semester/trimester of study.

4.9.3 if the Bursar repeats and successfully completes the courses of the study referred to in clause 4.9.2 and the Institution permits him/her to register for all the qualifying courses required to be completed for the succeeding year/semester/trimester of study, he/she shall be entitled to apply to the Services SETA for the renewal of the Bursary for that Academic Year on such terms and conditions as the Services SETA deems fit.

## **5. DURATION OF THE BURSARY**

- 5.1 The duration of this agreement shall be on an Academic Year to Academic Year basis. Funding for subsequent years of study is dependent on the Bursar successfully completing the incumbent year of study. The Bursar may qualify for further funding for studies in a subsequent year after successful completion of the incumbent year of study.
- 5.2 The Services SETA, may in its sole and absolute discretion, extend this agreement for a subsequent year of study depending on the assessment of year end result.

## **6. UNDERTAKING OF THE BURSAR**

- 6.1 The Bursar undertakes:
- 6.1.1 to register for the qualifying course, namely Employment Services Business Management Programme and Management Development Programme for Employment Services.
  - 6.1.2 to apply him/herself diligently and conscientiously in pursuit of his/her studies for the aforesaid qualification;
  - 6.1.3 to observe and comply with all relevant and applicable policies and regulations of the Institution; and those that may be directed by the Services SETA from time to time as required by law;
  - 6.1.4 not to accept any other bursary, grant, loan or other form of financial assistance. A Bursar may obtain additional financial aid provided that such additional financial aid is not made available to a Bursar by NSFAS and provided further that the total costs of the qualification that the Bursar is studying towards exceeds the Services SETA capped Bursary amount;
  - 6.1.5 not to fail the modules registered for an Academic Year;
  - 6.1.6 not to drop out of his/her studies;
  - 6.1.7 discontinue any course and/or abscond;

- 6.1.8 be found guilty of misconduct or any other finding through a disciplinary process or found to be in contravention of a policies of the Institution;
  - 6.1.9 to attend all compulsory workshops as directed by the Services SETA;
  - 6.1.10 to, if the Bursar is a minor, have his /her parent or guardian sign this agreement on his/her behalf as well as annexure "B" hereto;
  - 6.1.11 submit his/her certified ID copy;
  - 6.1.12 submit proof of registration;
  - 6.1.13 submit proof of residential address;
  - 6.1.14 submit employment documents;
  - 6.1.15 submit a signed copy of this agreement to the Institution.
- 6.2 The Bursar agrees that in the administration of the Bursary by the Institution, information relating to, inter alia, the Bursar's conduct, progress and performance shall need to be submitted to the Services SETA. The Bursar hereby authorizes the Institution to submit to the Services SETA all such reasonable information relating to the Bursar as requested by the Services SETA, without any additional request for permission being sought from the Bursar by the Institution.

## **7. UNDERTAKING OF THE SERVICES SETA**

- 7.1 Subject to the Bursar complying with clause 6 above; and subject to clause 4.4 the Services SETA undertakes to pay the following on behalf of the Bursar:
- 7.1.1 Tuition and fees.
- 7.2 The Bursary funding will NOT pay for:
- 7.2.1 Supplementary exams;
  - 7.2.2 Accommodation and meals;
  - 7.2.3 Practical training and internships;
  - 7.2.4 Interest on historic debt; and
  - 7.2.5 Modules which are carried over from the previous years.

## **8. PAYMENTS AND REFUNDS**

8.1 Notwithstanding the provisions of clause 7.1.1 above, the Bursary for an Academic Year shall be at a maximum amount as set out in Annexure "C" the Schedule of capped Bursary amount per Institution.

8.2 The Services SETA shall only pay the Institution for the actual amount outstanding in a Bursars account at the time of invoicing.

### **8.3 Merit Award**

Where a Bursar is awarded a merit award, such award shall, if awarded prior to the payment of the Bursary, be utilised by the Institution to settle the balance in the Bursars account. Where the award is made after the Bursary has been paid, and if there is a credit balance in the Bursar's account and provided that credit balance is as a result of the Merit award and not the Bursary, then that credit balance, may be dealt with by the Institution as it deems appropriate.

## **9. TERMINATION**

9.1 The Services SETA shall be entitled to terminate the Bursary forthwith –

9.1.1 If the Bursar has failed a course, dropped out of his/her studies, discontinued any course and/or absconded; or is found guilty of misconduct or any other finding through a disciplinary process or found to be in contravention of a policy of the Institution; or

9.1.2 If the Services SETA is not satisfied with the examination results or with any report from the Institution on the Bursar's progress or conduct; or

9.1.3 If the Services SETA has good reason to believe that the Bursar intends to discontinue or to interrupt the pursuit of his/her studies for the qualification referred to above; and/or

9.1.4 Is convicted of a criminal act.

**10. UNFORSEEN CIRCUMSTANCES**

In the event that the Bursar dies or becomes physically or mentally incapable of completing his/her studies for the qualification referred to in clause 6.1.1, then the Bursar's estate, as the case may be, shall submit proof of the death certificate and the balance outstanding in the Bursar's account shall be dealt with according to the Institution's policy. Where a Bursar is declared physical or mental incapable the Services SETA shall at its discretion pay what it deems appropriate.

**11. DISPUTE RESOLUTION**

11.1 Should there be any dispute arising under this agreement the Bursar may address same in writing to the Services SETA and the Services SETA shall attempt and resolve the dispute within 30 days of receipt of the dispute.

11.2 In the event that the dispute is not resolved the Parties agree to the jurisdiction of the Magistrate Court.

**12. MISCELLANEOUS MATTERS**

**12.1 Entire Contract**

This Agreement contains all the express provisions agreed on by the Parties with regard to the subject matter hereof and the Parties waive the right to rely on any alleged express provision not contained in this Agreement

**12.2 No Representations**

A Party may not rely on any representation, which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

**12.3 Variation, Cancellation and Waiver**

No agreement varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

**12.4 Indulgences**

The grant of any indulgence by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

**12.5 Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute the same agreement.

**12.6 Governing Laws**

This Agreement shall in its entirety be governed and interpreted in terms of the laws of South Africa.

**12.7 Documentation/letters**

All letters sent under this agreement shall be in writing and deemed to have been duly delivered or sent if dispatched by registered post to or delivered at the address set out in annexure "B" of the party for whom such communication or notice is intended and shall be deemed to have been received by such party on the day of delivery or 10 (ten) days from the date of posting, as the case may be.

**12.8 Continued Enforceability**

12.8.1 Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions shall be severable from the remaining terms and conditions which shall continue to be valid and enforceable.

12.8.2 If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

**WHEREFORE** this Learner Bursary Agreement has been executed on the last Signature Date below:

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

AS WITNESSES:

1.

2.

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**THE SERVICES SECTOR  
EDUCATION AND TRAINING  
AUTHORITY**

(Who warrants that he/she is duly  
authorised thereto)

Name of Signatory:

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Capacity of Signatory:

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AS WITNESSES:

1.

2.

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**BURSAR/ PARENT/GUARDIAN**

Name of Signatory:

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Capacity of Signatory:

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