



**LEARNER BURSARY AGREEMENT FOR UNEMPLOYED
BURSARS FOR 2023 ACADEMIC YEAR**

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:

(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 “Accredited private accommodation” means accommodation other than the campus residence accommodation which has been identified by the Institution as being suitable for student accommodation: Provided that where an Institution does not have an accredited private accommodation the Services SETA reserves the right to determine the suitability of such accommodation for student accommodation prior to making a payment;
- 2.3 “Applicant” shall mean an unemployed 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;
- 2.4 “Bursar” shall mean an unemployed person of between 18-35 years to whom the Bursary is granted to enable the Bursar to study for the relevant qualification at the Institution;
- 2.5 “Bursary” shall mean the financial assistance granted by the Services SETA to the Bursar;
- 2.6 “Services SETA offer letter” shall mean the offer letter sent out to the Bursar confirming provisional award of the Bursary;
- 2.7 “Successful completion” shall mean that the Bursar has passed all the courses and/or modules he/she has enrolled for in an Academic Year;
- 2.8 “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. THE BURSARY

- 3.1 The Services SETA hereby, subject to the terms and conditions of this agreement, 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 3.4.
- 3.2 The Bursar hereby accepts such aforesaid Bursary, subject to the terms and conditions of this agreement.
- 3.3 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 Bursar's account at the time that the Institution invoices the Services SETA.
- 3.4 The Bursary should be allocated in the following order:
 - 3.4.1 Tuition and fees;
 - 3.4.2 Prescribed academic books;
 - 3.4.3 Campus residence and accredited private accommodation; and
 - 3.4.4 Meals to a maximum amount R12000.00. (Twelve thousand rand)
- 3.5 The Services SETA shall pay a Bursar the allowances under 4.4.2 to 4.4.4 subject to availability of funds after payment of the allowance at 4.4.1.
- 3.6 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.
- 3.7 Where a Bursar resides in a private accredited accommodation this must be indicated in the invoice that will be submitted to the Services SETA. The Services SETA will pay this amount directly to the landlord in instances where the Institution does not have an established process to reimburse private accommodation.
- 3.8 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.
- 3.9 No claim shall be paid where this agreement has not been signed by the Parties.

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

3.11 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:

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

3.11.2 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.

3.11.3 if the Bursar repeats and successfully completes the courses of the study referred to in clause 3.11.2 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.

4. DURATION OF THE BURSARY

4.1 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.

4.2 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.

5. UNDERTAKING OF THE BURSAR

5.1 The Bursar undertakes:

5.1.1 to register for the qualifying course, namely _____

5.1.2 to apply him/herself diligently and conscientiously in pursuit of his/her studies for the aforesaid qualification;

5.1.3 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;

5.1.4 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;

5.1.5 not to fail the modules registered for an Academic Year;

5.1.6 not to drop out of his/her studies;

5.1.7 discontinue any course and/or abscond;

5.1.8 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;

5.1.9 to attend all compulsory workshops as directed by the Services SETA;

5.1.10 to avail himself or herself for vacation work opportunities at the Services SETA as the Services SETA directs;

5.1.11 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;

5.1.12 submit a lease agreement in the instance of a Bursar residing in an accredited private accommodation; and

5.1.13 submit a faculty confirmation of prescribed text books.

- 5.2 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.

6. UNDERTAKING OF THE SERVICES SETA

- 6.1 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:

6.1.1 Tuition and fees;

6.1.2 For Prescribed text books;

6.1.3 Accommodation (residence and/or private accommodation accredited by the Institution). Services SETA shall only pay accommodation costs not exceeding those payable to an Institution's residence in an Academic Year; and

6.1.4 Meals.

- 7.2 The Bursary funding will NOT pay for:

7.2.1 Supplementary exams;

7.2.2 Additional accommodation costs during recess;

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 Bursar's account at the time of invoicing.

8.3 Credit Balance

Credit balance in the Bursar's account shall not be paid to the Bursar but will be administered by the Institution.

8.4 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 Bursar's 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

10.1 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 5.1.1, 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 _____ 20....

AS WITNESSES:

1.

2.

BURSAR/ PARENT/GUARDIAN

Name of Signatory:

Capacity of Signatory:

SERVICES SECTOR EDUCATION AND TRAINING AUTHORITY

SIGNED AT _____ ON THIS _____ DAY OF _____ 20....

AS WITNESSES:

1.

2.

**THE SERVICES SECTOR
EDUCATION AND TRAINING
AUTHORITY**

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

Name of Signatory:

Capacity of Signatory:

