

**MEMORANDUM OF AGREEMENT**

**FOR GRANT OF A FULL-TIME BURSARY**

Entered into by and between:

**WESTERN CAPE PROVINCIAL GOVERNMENT  
IN THE DEPARTMENT OF TRANSPORT AND PUBLIC WORKS**

(represented herein by ....., in his/her capacity as  
....., duly authorized thereto.)

(hereinafter referred to as "Department")

and

.....

(hereinafter referred to as "the Bursar")

## **PREAMBLE**

WHEREAS the Department wishes to make a significant contribution to addressing the problem of a shortage of people with skills in the transport and built environment fields in order to advance the Accelerated and Shared Growth Initiative of the Presidency through providing financial assistance in the form of bursaries to deserving persons who wish to continue their education in areas of the above-mentioned skills

AND WHEREAS the Department wishes to develop, through the provision of these bursaries, a cadre of “nation builders” who are committed to the values of the Human Capital Development Strategy of the Western Cape, namely: contribute to growing the Cape and the country; participate fully in the life of the Nation; and, participate in building communities that are capable of managing their lives successfully and with dignity.

AND WHEREAS the parties have agreed that the Bursar is to enroll for tertiary education on a full time basis as described in clause 2, which extends over a period of ..... days/weeks/months/years;

AND WHEREAS the Department will pay out of State moneys a bursary amount in respect of the course as described in clause 2 on behalf of the Bursar;

AND WHEREAS the parties have agreed that the Bursar will have, in respect of the payment of such monies by the Department, the obligations towards the Department, as set out in this agreement;

Now, therefore, the parties agree as follows:

### **1. TERMINOLOGY AND DEFINITIONS:**

- 1.1 “Bursar” means the person who is in receipt of an approved bursary from the Department, subject to this agreement;
- 1.2 “Contract Period” means the uninterrupted period which the Bursar shall serve the Department on a full-time basis for one year for each academic year of study or part thereof in respect of which bursary money was paid, to commence only after successful completion of the studies undertaken in terms of this agreement;

- 1.3 “period of study” means the minimum duration for the completion of the course undertaken by the Bursar, as prescribed by the training institution;
- 1.4 “the Department” means the Department of Transport and Public Works of the Western Cape;

**2. TRAINING**

2.1 The Bursar has agreed to enroll for the course/diploma/degree ..... (hereinafter referred to as “the course”) at ..... (name of institution) for a period of ..... commencing on ..... and to be completed on ....., which period extends over the minimum period for the course as prescribed by the institution (hereinafter referred to as “the period of study”).

2.2 The Bursar has agreed to attend the course, pertaining to the following subjects/topics:

.....  
.....  
.....  
..... (describe the course)

**3. PAYMENT OF FEES**

3.1 The Department undertakes to pay for the bursary from state moneys, that is limited to a pre-determined amount as stipulated by the Higher Education Institution for the successful completion of the course within the period of study, as respectively described in clause 2.1 and 2.2, to the institution on behalf of the Bursar, subject to compliance by the Bursar with the provisions of clause 4 of this agreement.

- 3.2 The Department may, in its sole discretion, without any legal obligation to do so, pay residential fees on behalf of the Bursar and study materials as prescribed by the training institution for the course. (Delete, if not applicable)
- 3.3 The training institution will administer all payments on behalf of the Department.

#### **4. OBLIGATIONS OF THE BURSAR**

- 4.1 The Bursar agrees to attend classes and/or undertake study/research and complete the course successfully on a full-time basis within the minimum period of study, as prescribed by the institution.
- 4.2 The Department may, on request, extend such minimum period of study mentioned in clause 2.1 or grant approval with regard to an interruption of the period of study, in writing, provided that:
  - 4.2.1 an extension or interruption for longer than two years may only be granted with the prior written recommendation of the Public Service Commission;
  - 4.2.2 if the Department is of the opinion that the Bursar has not made satisfactory progress with the course, the Department may refuse such request; or
  - 4.2.3 if the reason for the interruption of the period of study is for overseas study purposes, the Bursar shall submit an accompanying formal letter of Guarantee of payment for the full outstanding bursary amount from a recognised South African Commercial Bank.

- 4.4 The Bursar shall furnish the Department with satisfactory proof of registration by the training institution for the Course, as described in clause 2.2 at the commencement of each academic year of study.
- 4.5 Should the Bursar be required to undertake an examination in respect of the Course, he/she must furnish the Department with official proof of his/her examination results or supplementary examination results at the end of each academic year within 30 days of receipt of such results.
- 4.6 Should the training institution issue a Certificate of completion the Bursar must furnish the Department with a certified copy of the Certificate, within 5 (five) days after it was issued to the Bursar.
- 4.7 If it is required for the Bursar to undergo any internship or service learning by the Higher Education Institution (HEI) in fulfillment of the qualification for which the Bursar is registered, or if an internship or service learning is required by the Department, the Bursar will undergo such internship within the Department provided that the Department offers such an internship programme, in which event the Bursar shall be subject to performance management, assigned to a mentor and remunerated according to a basic remunerative rate, as determined by the Department. Such period of internship will not be regarded as a discharge of the Bursar's obligation towards the Department in terms of this agreement.
- 4.8 The Bursar will be required to attend special meetings convened by the Department from time to time. Should these meetings take place at a venue other than at the HEI in which the Bursar is registered as a student, then the Department will cover the transport and other costs associated with the said meetings.

- 4.9 Should the Bursar be obliged to repeat and complete successfully any outstanding course modules in a subsequent year of study without an extension of the period of study, the Bursar must repeat and complete successfully such course modules at his/her own cost.
- 4.10 The Department may, after the Bursar has complied with all the requirements of the course and after conclusion of the period of study or extended period of study in terms of clause 4.1, if applicable, consider the Bursar for placement in any capacity for which the Department may consider the Bursar suitable, subject to the availability of suitable employment within the Department, at the sole discretion of the Department, guided by service delivery needs, and the Bursar shall continue to serve the Department full time for a continuous period of one year for each individual year of study or part thereof with regard to which bursary monies was paid to or on behalf of the Bursar within the period of study (hereinafter referred to as “the Contract Period”).
- 4.11 The Bursar, in the event of a placement within the Department, shall take up employment in the service of the Department on a date to be determined by the Head of the Department, which shall not be later than 3 (three) months after completion of his/her final examination.
- 4.12 If the Department in its sole discretion determines that no suitable work is available for the Bursar, the Department shall notify him/her in writing of its determination. In such an event, the Bursar shall be relieved of his/her contractual obligations in terms of this agreement.

## 5. BREACH OF CONTRACT:

### 5.1 Should:

- 5.1.1 the Bursar fail to comply with the provisions of clause 4.1 to 4.10;
- 5.1.2 the Department refuse the request in terms of clause 4.1 due to unsatisfactory progress;
- 5.1.3 the Bursar abandon the course, resign or be discharged from the service of the Department; or
- 5.1.4 the Bursar breaches any other term or condition of this agreement

before successfully completing the Course or before expiry of the Contract Period, the Department may cancel this agreement with a written notice of 30 (thirty) days to the Bursar, without prejudice to any other remedy to the avail of the Department.

5.2 In the event of a cancellation of this agreement in terms of clause 5.1, all monies in terms of this agreement paid to the Bursar and/or paid on behalf of the Bursar, will be immediately due and payable and the Bursar must, upon request by the Department, refund the Department the monies, together with the interest thereon, at the ruling rate of interest applicable from time to time to debts due to the State, determined by the Minister of Finance in terms of section 80(1)(b) of the Public Finance Management Act, 1 of 1999. The Department may, in its sole discretion, agree to repayment by way of instalments.

5.3 Should the Department cancel this agreement in terms of clause 5.1, the Department may in its sole discretion, enter into an agreement in terms of which the Bursar shall, in lieu of repayment of the monies referred to in clause 5.2, and on such conditions as

may be determined by the Department, serve the Department in any capacity for which the Department may consider the Bursar suitable for a continuous period of one year for each individual year of study or part thereof with regard to which bursary monies were paid to or on behalf of the Bursar within the period of study, provided that the Department is in need of the services of the Bursar.

- 5.4 In the event of a cancellation of the contract in terms of clause 5.1, if the Bursar already served the Department for a period with regard to the Contract Period, but before expiry of the Contract Period, and if the Department agrees to it in writing, such amount, as referred to in clause 5.2, may be reduced in the same proportion as the number of calendar months of full time uninterrupted service already rendered by the Bursar in terms of the Contract Period, the reduction to be calculated in accordance with the following formula:

$$\begin{array}{r} \text{Total amount paid} \\ \text{on behalf of Bursar} \end{array} \quad \times \quad \begin{array}{l} \text{number of calendar months} \\ \text{of uninterrupted service} \\ \hline \text{number of total calendar} \\ \text{months} \\ \text{comprising contract period} \end{array}$$

- 5.5 Should the Bursar be obliged to repeat and complete successfully any outstanding course modules within an extended period of study approved in terms of clause 4.1, the Department may suspend further payment of monies in terms of this agreement until the Bursar completed successfully, at his or her own expense, such outstanding modules and the Bursar has shown marked improvement in his/her studies.

- 5.6 If the Bursar does not immediately continue with the repeating and successful completion of course modules during such suspension in terms of clause 5.5 and has not obtained a written approval for an interruption of the period of study in terms of clause 4.1, the Bursar will be deemed to have abandoned the course. During such period of suspension the Bursar shall continue to be subject to the provisions of this agreement.

## **6. GENERAL CLAUSES**

- 6.1 Should the Bursar resign or be discharged from the service of the Department before the expiry of the Contract Period and the Department has cancelled the contract in terms of clause 5.1, any moneys due to the Bursar by the State, including any pension moneys, may be withheld and set off against any outstanding moneys due to the State by the Bursar in terms of this agreement.
- 6.2 If any of the Bursar's obligations in terms of this agreement cannot be fulfilled due to his/her death or if such obligations cannot be fulfilled due to the Bursar's incapacity due to any mental or physical disability, all liability for the refund of any moneys which may be due in terms of this agreement shall lapse.
- 6.3 The Bursar hereby renounce the provisions of the Prescription Act, 1969 (Act 68 of 1969) and undertake not to enter a plea of prescription in any action that may be instituted against him/her in terms of this agreement.
- 6.4 In the implementation of this agreement, the parties undertake to observe the utmost good faith and warrant in their dealing with each other that they will not do anything or refrain from doing anything that may prejudice or detract from either party's rights, assets or interests.

- 6.5 No waiver, cession, delegation or assignment of any rights or obligations in terms of this agreement or amendment of any of the terms and conditions of this agreement or consensual cancellation of this agreement will be binding for any purpose unless expressed in writing and signed by both parties, and any such waiver will be effective only in the specific instance and for the purpose given.
- 6.6 The Bursar undertakes to notify the Department of any change of address, contact details and personal information, and if it is necessary to undertake any expense to trace the Bursar, the cost of such action will be added to the outstanding amount in terms of this agreement.
- 6.7 In the event of any legal action taken against the Bursar in terms of his/her liabilities in terms of this agreement, the Bursar will be liable for all legal costs on an Attorney and own client scale to the Department.
- 6.8 A certificate issued by the Department shall serve as *prima facie* evidence of the amount due to the Department in terms of this agreement.
- 6.9 The Bursar hereby declares that he/she is not in receipt of any other State Bursaries or other financial assistance.

**7. NOTICE AND DOMICILIUM**

7.1 The parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this agreement , the following addresses:

THE OFFICE OF THE HEAD OF DEPARTMENT, TRANSPORT  
AND PUBLIC WORKS  
9 DORP STREET  
**CAPE TOWN**  
8001

THE BURSAR

.....

.....

.....

provided that a party reports any change of his or her *domicilium* to any other physical address by written notice to the other party. Such change of address will be effective seven days after receipt of notice of the change of *domicilium*.

7.2 All notices to be given in terms of this agreement will:

7.2.1 be given in writing; and

7.2.2 be delivered or sent by prepaid registered post;

7.2.3 if delivered, be presumed to have been received on the date of delivery;

7.2.4 if sent by prepaid post, be presumed to have been received within three business days of posting unless the contrary is proved; and

**DATED AT ..... ON THIS .... DAY OF ..... 20...**

\_\_\_\_\_

**THE DEPARTMENT**

**AS WITNESSES:**

1. ....

2. ....

**DATED AT ..... ON THIS .... DAY OF .....20...**

**THE BURSAR**

If the Bursar is a minor, his/her parent or legal guardian must countersign this agreement:

Full name of Parent/Legal Guardian: .....

Relationship: .....

Address: .....  
.....  
.....  
.....

Telephone: .....

**DATED AT .....ON THIS ..... DAY OF ..... 20**  
...

\_\_\_\_\_  
**PARENT/ LEGAL GUARDIAN**

**AS WITNESSES:**

1. ....

2. ....