

Bursary *Agreement.*

Version 1.0 - 2022



Eduvos
Your Education. Your Future.

Transform your tomorrow.



Bursary *Agreement.*



BURSARY AGREEMENT

between

EDUVOS (PTY) LTD

Registration number: 1993/003838/07

(Hereinafter referred to as "the Institution")

and

Identity Number:

(Hereinafter referred to as the "**Student**")



Bursary Agreement.



► Preamble

The Institution wishes to award the Student a bursary to pursue a

Programme (the "Programme") at the

<

(the "Campus") as more fully set out hereunder, which bursary the Student wishes to accept.

The Parties accordingly wish to record the terms and conditions of their agreement, as more fully set out hereunder.

THE PARTIES HEREBY AGREE AS FOLLOWS:

► 1. INTERPRETATION

1.1) In this Agreement, unless the context indicates a contrary intention, the following words and expressions shall bear the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings:

1.1.1) **"Agreement"** means this agreement and includes schedules, addenda, any agreements incorporated herein, as well as any other written variation or amendment of the terms and conditions contained in this agreement.

1.1.2) **"Bursary"** shall mean the financial contribution made by the Institution in an amount of > alternatively a percentage contribution of towards the Student's Programme Fee.

1.1.3) **"Campus"** means any one of the Institution's campuses, nationwide, which the Student has expressed an interest in perusing the Programme registered for by the Student.

1.1.4) **"Programme"** means a

Programme offered at the Campus on a time basis.

1.1.5) **"Programme Fees"** mean the total costs of the Programme for which the Student has registered for.

1.1.6) **"Effective Date"** means

notwithstanding the date of Signature of this Agreement.

1.1.7) **"Parties"** mean the Institution and the Student collectively, and reference to **"Party"** shall mean either one of them.

1.1.8) **"The Institution"** means EDUVOS (Pty) Ltd, registration number 1993/003838/07, a company duly registered in accordance with the company laws of the Republic of South Africa, having its principal place of business at 44 Alsatian Road, Glen Austin Ext 3, Midrand 1685, South Africa.

1.1.9) **"Signature Date"** means the date on which this Agreement is signed by the Party signing last in time.

1.1.10) **"Student"** means

Identity Num
of .

1.1.11) **"Term"** shall have the meaning set out in clause 3.1.

1.1.12) **"Termination Date" means 31/12/2022**

1.2) In this Agreement: -

1.2.1) clause headings are for the purposes of convenience and reference only and shall not be used in the interpretation of this Agreement, nor modify nor amplify any of its provisions;

1.2.2) a reference to: -

1.2.2.1) any particular gender shall include the other genders;

1.2.2.2) the singular shall include the plural and vice versa;

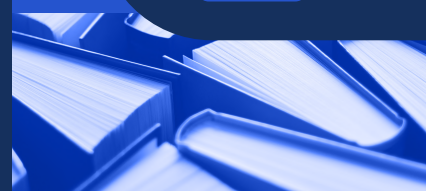
1.2.2.3) a natural person shall include a juristic person (whether a corporate or unincorporated created entity) and vice versa;

1.2.3) all of the annexes (if any) hereto are incorporated herein and shall have the same force and effect as if they were set out in the body of this Agreement;

1.2.4) words and/or expressions defined in this Agreement shall bear the same meanings in any annexes hereto which do not contain their own defined words and/or expressions;



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1.2.5) reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time;

1.2.6) where a period consisting of a number of days is prescribed, it shall be determined by excluding the first and including the last day;

1.2.7) where the day upon or by which any act is required to be performed is not a business day, the Parties shall be deemed to have intended such act to be performed upon or by the next succeeding business day;

1.2.8) the words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it;

1.2.9) where an expression has been defined (whether in clause 1.1 above or elsewhere in this Agreement) and such definition contains a provision conferring a right or imposing an obligation on either Party, then notwithstanding that it is contained only in a definition, effect shall be given to that provision as if it were a substantive provision contained in the body of this Agreement.

1.2.10) Clauses of this Agreement that provide that they will operate after the expiration or termination of this Agreement, or which of necessity must continue to have effect after such expiration or termination, shall survive such expiration or termination of the Agreement and shall not be affected thereby.

➤ 2. AWARD OF BURSARY AND ENTERING INTO THIS AGREEMENT

- 2.1) The Institution hereby awards the Bursary to the Student with effect from the Effective Date for purposes of pursuing the Programme at the Campus, subject to the terms and conditions of this Agreement. The Bursary shall be paid by the Institution as more fully set out in clause 6.
- 2.2) This Agreement is entered into with the knowledge and consent of the Student's Parent/Legal Guardian¹

➤ 3. DURATION

- 3.1) This Agreement and the Bursary awarded hereunder shall commence on the Effective Date and will terminate on the Termination Date, unless terminated earlier in accordance with the terms of this Agreement (the "Term").
- 3.2) Both parties acknowledge that the Bursary is awarded for a fixed term and as such does not create any expectation of an automatic extension thereof, and no expectation is created with any of the Parties that this Agreement shall be automatically renewed.

➤ 4. BURSARY

- 4.1) The Bursary awarded to the Student by the Institution in terms of this Agreement shall consist of:
 - 4.1.1) Programme Fees: The Institution will make a once-off contribution of

towards the Student's Programme fees at the Campus.
- 4.2) The total Bursary awarded to the Student by the Institution in terms clause 4.1 above shall not exceed a total amount of
- 4.3) The Bursary awarded in terms of this Agreement shall at all times be subject to the Student's compliance with the requirement and obligations set out in Clause 5 below, failing which the Institution may, in its sole discretion, cancel the Bursary and this Agreement, in which event the provisions of clause 7.2 will apply.

➤ 5. REQUIREMENTS AND OBLIGATIONS

- 5.1) The Student agrees to:
 - 5.1.1) On or before the Effective Date, register and enrol for the Programme which extends over the Term at the Campus, unless agreed to otherwise in writing between the Parties.
 - 5.1.2) Attend any classes and apply himself/herself diligently in maintaining an aggregate of 60% (Sixty Percent) or more, in regard to all modules (forming part of the Programme) registered for by the Student throughout the Duration of this Agreement.
 - 5.1.3) Observe and abide by the Conditions of Enrolment at all times throughout this Agreement, a copy of which will be made available to the Student on the MyLMS platform.



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5.1.4) Do not accept any other bursary or financial assistance without the prior written consent of The Institution (which consent will not be unreasonably withheld). For the sake of clarity, it being a specific condition of this Agreement that the Bursary awarded by the Institution must be utilised for the academic year registered for and may not be carried over to any subsequent academic year or used for any alternative purpose.

5.1.5) Complete the Programme successfully within the prescribed minimum period.

5.1.6) Notify the Institution immediately of and provide full reason for terminating or discontinuing the Student's studies and enrolment for the Programme prior to obtaining the Qualification.

5.1.7) Repay the Bursary in full to the Institution if the Student terminates or discontinues his studies and enrolment for the Programme for whatever reason.

5.1.8) Grant the Campus consent to provide the Institution with any relevant information relating to the Student's academic progress and results.

5.1.9) Refund to The Institution should the Bursary be validly cancelled by the Student for any reason.

5.1.10) From time to time, throughout the Duration of the Agreement, the Student will be required to enter into a work back agreement with the Institution (hereinafter referred to as the Work Back Agreement). This Work Back Agreement will be in the form of services offered/rendered to the Campus and will not exceed more than 30 hours for the year of the Programme and will never be required of a Student during any tests/examination period. The Institution reserves the rights to waive compliance with this clause 5.1.10, with such decision to be at the sole and absolute discretion of the Institution and must be done in writing (signed by both Parties).

5.1.10.1) For the purposes of clause 5.1.10, the services required by the student will be limited to:

a) Assisting at evening events, including (but not limited to) Open Days;

b) Administration and Orientation days (where applicable);

c) Assisting with school visits;

d) Exhibitions; and

e) Acting as a Brand ambassador for The Institution (at any event mentioned in this clause 5.1.10.1).

5.2) Clause 5.1 above shall survive termination of this Agreement.

➤ 6. PAYMENT

6.1) Provided the Institution has received written confirmation from the Campus that the Student has registered and enrolled for the Programme, the Institution shall pay the Bursary directly to the Campus, such payment will be made subject to the following:

6.1.1) The Institution shall pay the Bursary to the Campus by no later than 15 (fifteen) business days after the Effective Date or after receiving written confirmation from the Campus that the Student has registered and enrolled for the Programme (whichever date is the later).

➤ 7. CANCELLATION

7.1) The Institution may on written notice to the Student cancel this Agreement with immediate effect in the event that:

7.1.1) The Student fails to complete the Programme within the Term; or

7.1.2) The Student fails to comply with any condition, requirement and/or obligation, and/or breaches any clause, of this Agreement; or

7.1.3) The Student fails to adhere to the policies set out in this Agreement (which shall also include the Institution's Conditions of Enrolment) and by the Campus; or

7.1.4) The Student supplies the Institution with false information in order to obtain the Bursary; or

7.1.5) The Student behaves in a manner which causes the Student to be unable or incompetent to complete the Programme;



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7.2) In the event that The Institution cancels this Agreement pursuant to clauses 4.3 and 7.1 (above) then the Student shall repay to the Institution all amounts paid by the Institution in terms of this Agreement. Such amounts (referred to above) shall be due and payable by the Student immediately upon demand from Eduvos.

7.3) This clause 7 shall survive termination of this Agreement.

➤ 8. CONSENT TO USE PERSONAL INFORMATION

8.1) To the extent that the data collected from the Student contains Personal Information (as defined in the Protection of Personal Information Act, 4 of 2013 ("POPI")) that is required in order to conclude the contract between the Student and the Institution (such as academic progression, administration and support services), the Parties agree to comply with the provisions of POPI.

8.2) Any personal information provided to Eduvos, pursuant to this Agreement, will be stored on Eduvos' servers and will only be accessible by authorised employees, agents and contractors of the Institution and its affiliates. As a result, and due to the global nature of Eduvos, personal information may be transferred, stored and processed in a country other than South Africa. In this regard, reasonable contractual and other measures will be taken to protect the personal information while outside South Africa (such measures will be no less stringent than that provided for in terms of POPI). By accepting the terms of this Agreement, you explicitly consent that the personal information you provide may be transferred, processed and stored in countries outside South Africa.

8.3) Any Personal Information relating to the Student, whether received by or generated by the Institution throughout the duration of this Agreement (which shall include, inter alia, academic results, class attendance or any other Personal Information of the student), will be kept strictly confidential and will only be shared with an outside third party (for the purposes of this Agreement, this shall include the students Sponsor, Parent or Legal Guardian) with the authorisation/consent of the student.

➤ 9. WHOLE AGREEMENT

9.1) This Agreement constitutes the whole Agreement between the Parties relating to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.

➤ 10. VARIATION

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or cancellation shall be of any force or effect unless reduced to writing and signed by the Parties.

➤ 11. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by a Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement, and no single or partial exercise of any right by any Party under this Agreement, shall be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

➤ 12. NOTICES

12.1) The Parties hereby nominate and appoint as their respective *domicilia citandi et executandi* the following addresses at which each Party agrees to receive all notices, including service of process, for all purposes of this Agreement:

Student:

The Institution: 44 Alsatian Road, Glen Austin Ext 3, Midrand 1685, South Africa

12.2) Each of the Parties shall be entitled from time to time, by written notice to the other Parties to vary its aforesaid address to another physical address within the Republic of South Africa which is not a post office box or poste restante.

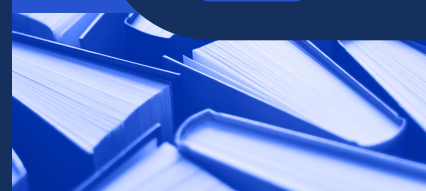
12.3) Any notice given by any Party to the other Party ("the addressee") which:

12.3.1) is delivered by hand during the normal business hours of the addressee at the addressee's address as described in clause 12.1 above for the time being shall be deemed to have been received by the addressee at the time of delivery;

12.3.2) is posted by prepaid registered post to the addressee at the address of the addressee as described in clause 12.1 above for the time being shall be deemed to have been received by the addressee on the tenth day(10th) after the date of posting;



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12.4) The Parties record that whilst they may correspond via e-mail during the currency of this Agreement for operational reasons, no formal notice required in terms of this Agreement, nor any amendment of or variation to this Agreement may be given or concluded via e-mail. The provisions of the Electronic Communications and Transactions Act No. 25 of 2002 in this regard are expressly excluded from this Agreement and data messages (as defined in the Electronic Communications and Transactions Act) are excluded as a valid form of formal notice in terms hereof.

➤ 13. GOVERNING LAW

13.1) This Agreement, its interpretation and any obligations arising from or connected with it will be governed by and construed in accordance with the laws of the Republic of South Africa and shall be subject to the exclusive jurisdiction of the South African courts.

13.2) In terms of section 45 of the Magistrates Court Act, 32 of 1944, the Parties consent to the jurisdiction of the Magistrates Court Act, notwithstanding that such claim may be beyond the jurisdiction of the Magistrates Court. This clause shall not preclude either party from instituting action in the High Court of South Africa, with jurisdiction.

➤ 14. CONFIDENTIALITY AND NON-DISCLOSURE

The Parties agree to hold in confidence all confidential information acquired from the other Party and shall not to any extent disclose it to any third parties without the prior written permission of the other Party, or as required by law. The obligation of non-disclosure shall cover the disclosure of information in any form, including but not limited to oral, written and electronic forms. Confidential information does not include information that:

14.1) is in or becomes in the public domain without violation of this Agreement by the other Party,

14.2) is already rightfully in the possession of a Party, as evidenced by written documents, prior to the disclosure thereof to the other Party, or

14.3) is rightfully received from a third party having no obligation to the Parties, and without violation of this Agreement by the other Party.

➤ 15. ASSIGNMENT

15.1) The Student shall not be entitled to assign or otherwise transfer the benefit or burden of the whole or any part of this Agreement without the prior written consent of Eduvos. The Institution may, without the prior written approval of the Student, freely assign and transfer all of its rights, title and interest and delegate all of its obligations arising from and pursuant to this Agreement.

15.2) Notwithstanding any other provision in this Agreement, a person who is not a party to this Agreement has no right to rely upon or enforce any term of this Agreement.



16. COSTS

Each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation, execution, and implementation of this Agreement.



17. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement as at Signature Date of the counterpart which is signed last. The Parties undertake to take whatever steps may be necessary to ensure that all counterparts are duly signed by each of them without delay.



18. SIGNATURE

Each signatory hereto, signing on behalf of the Parties, warrants that he/she has due authority to do so.

SIGNED at.....

on this day of 2022

AS WITNESSES:

1. _____

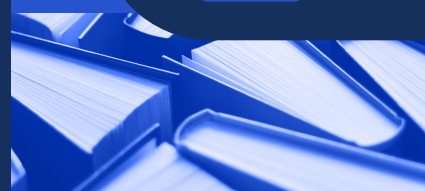
2. _____

THE STUDENT:

[Full Names of Student]



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Each signatory hereto, signing on behalf of the Parties,
warrants that he/she has due authority to do so.

SIGNED at

.....

on this day of 2022

AS WITNESSES:

1. _____

2. _____

ON BEHALF OF:

Eduvos (PTY) LTD :

Signatory: _____

Capacity: _____

(who, by signing this Agreement, declares that he/she is
duly authorised to do so)



legal@eduvos.com



eduvos.com