

BURSARY AGREEMENT

[USE FOR CSIR EMPLOYEES]

ENTERED INTO BY AND BETWEEN

THE CSIR

a statutory council established in terms of Act No. 46 of 1988
herein represented by **PHILE HLONGWANE** in her capacity as
HCD FINANCIAL OFFICER, SHARED SERVICES: FINANCES
and she being duly authorised thereto
(hereinafter referred to as ("**CSIR**")

AND

NYAMEKO LISA

Identity no: **860716 5310 081**

Staff no: **307328**

BU: **NLC (07000)**

(hereinafter referred to as the "**Employee**")

WHEREAS

- A. The Employee requires financial assistance to undertake further studies while in the employ of CSIR; and
- B. CSIR is willing to grant a bursary to the Employee, subject to the terms and conditions set out herein

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1. CSIR hereby grants a bursary to the Employee to enable him/her to study at the **UNISA ("the University")**, for the period commencing on **1 January 2018** and concluding on **30 June 2018** in order to study towards the following **Cert (Program in Law) ("the studies")**.
- 2. It is recorded that the amount, requested by the Employee by way of a Workflow 'Formal Studies Request', is the sum of **R 6 000.00** (six thousand RAND) ("**the Bursary**").
- 3. The Bursary shall be paid to the University only upon submission to CSIR of proof that:
 - 3.1 he/she has enrolled at the University for the Studies;
 - 3.2 the amount requested corresponds with the fees charged by the University.
- 4. The Employee shall:
 - 4.1 make his/her own arrangements for enrolment at the University and ensure that the registration and tuition fees are paid in full and on time;



- 4.2 submit his/her academic curriculum in writing to CSIR from which curriculum the Employee shall not digress without the prior consent of CSIR;
- 4.3 attend the full course at the University, maintain a satisfactory level of achievement, and obtain the qualification within the prescribed period; and
- 4.4 if he/she is undertaking Under Graduate studies, furnish CSIR with his/her official results at the end of each academic period; or
- 4.5 if he/she is undertaking Post Graduate studies, furnish CSIR with a written progress report obtained from his/her academic promoter/sponsor, at least once a year.
5. The Employee shall be exempted from repaying to CSIR any Bursary amount in respect of that portion of the Studies, which was successfully completed. In such event, the Employee is required to remain in the employ of CSIR for a period equal to the period for which the Bursary was granted, said period being from **1 July 2018** to **31 December 2018**.
6. CSIR shall be entitled, at any time, to suspend payment of the Bursary, if it, in its sole and absolute discretion, is of the opinion that the Employee is not making satisfactory progress with the Studies. In exercising its discretion as to whether or not the progress made by the Employee has been satisfactory, the Executive Director and HR Manager of the relevant Operating Unit or Centre shall assess the Employee's progress based on the Employee's official results referred to in 4.4, or the progress report referred to in 4.5. If CSIR suspends payment of the Bursary as contemplated in this clause:
- 6.1 The Employee shall continue with and complete the Studies at his/her own expense. If the Employee does not continue with the Studies immediately (save where CSIR has granted written extension thereto), the Studies shall be deemed to be abandoned, in which case the provisions of clause 8 and 9 shall apply;
- 6.2 The Employee agrees and confirms that any repeat courses/subjects will be for his/her own account.
- 6.3 The Employee may be allowed to exceed the prescribed minimum period of the Studies by such period as CSIR may in writing determine;
- 6.4 CSIR may at any time resume payment of the Bursary if CSIR determines, in its sole discretion, that the Employee is again making satisfactory progress with the Studies.
7. CSIR may, in its sole discretion, exempt the Employee from repaying any bursary amount in respect of any portion of the Studies, which the Employee did not successfully complete due to work pressure resulting from unforeseen work related commitments or contingencies, not being within the Employee's control.
- 7.1 A certificate signed by the Executive Director/Centre Manager of the relevant Operating Unit or Centre shall constitute *prima facie* proof that circumstances had arisen, which prevented the Employee from making the expected progress in his/her studies.
- 7.2 CSIR may, under the circumstances described in clause 7 above, elect to extend the bursary for the sole purpose of enabling the Employee to complete/finalize the Studies. Such extension is entirely within the discretion of CSIR and the Employee shall have no expectation, nor does the CSIR create any expectation that the Bursary will be so extended.
8. In the event of:
- 8.1 the Employee abandoning the Studies, or
- 8.2 the University not allowing the Employee to continue with the Studies due to a lack of progress, or the misconduct of the Employee, or



- 8.3 CSIR withdrawing the Bursary by reason of unsatisfactory progress by the Employee, or
8.4 the Employee not successfully passing the Studies or any portion thereof during the study period,

the Employee confirms and acknowledges that he/she is truly and lawfully indebted to the CSIR and the Employee shall immediately be liable to repay to CSIR the total amount of the Bursary in the event of clause 8.1, 8.2 and 8.3, or the cost of the portion of the studies that the Employee was unsuccessful with in the event of clause 8.4. While in the employ of CSIR, the Employee shall be obliged to repay CSIR the amount liable for, in 6 (six) or 12 (twelve) monthly installments (determined at CSIR's sole discretion), from the first month following the month in which the amount became due and payable. To this end, the Employee hereby consents to the instalments being deducted from his monthly salary.

9. In the event of the Employee leaving CSIR's services, either by way of resignation, or as a result of a dismissal for non-compliance with CSIR's Conditions of Service, the Employee confirms and acknowledges his/her indebtedness to the CSIR and the Employee shall immediately be liable to repay to CSIR the total amount of the Bursary or the *pro rata* portion thereof in respect of which the Employee failed to remain in the service of CSIR, together with interest thereon at the prevailing Bank prime rate per annum plus 2%, calculated and compounded monthly in advance from the date on which the obligation to pay arises in terms of this clause to date of final payment. Should the Employee resign, or if dismissed from CSIR's service, any Bursary amount then due by the Employee consents to the amount due to CSIR be set off and deducted against any monies (including salary and accrued leave) due by CSIR to the Employee.
10. The parties agree that a certificate signed by CSIR's Bursary Administration Officer, whose capacity and authority need not be proved, shall constitute *prima facie* proof of the amount and interest owing by the Employee in terms hereof and may be used in support of any application for judgment by default or summary judgment against the Employee.
11. Should legal action be instituted against the Employee for recovery of any Bursary amount, he/she shall be liable for all legal costs thus incurred by CSIR on the scale as between attorney and own client (including tracing agents' fees should CSIR instruct tracing agents to establish the current whereabouts of the Employee), and the Employee hereby consents to the granting of an Emolument Attachment Order in terms of Section 65J of Act 32 of 1944.
12. The Employee may rely only on these written conditions or any written amendments thereof, and not on any other communication concerning his/her rights and obligations in terms of this agreement, and no concessions allowed by the CSIR in respect of this agreement shall be regarded as a relinquishment by the CSIR of any of its rights under this agreement.
13. No alteration, amendment, consensual cancellation or addition to this Agreement shall be valid unless they are reduced to writing and signed by both parties.
14. Nothing contained in this Agreement shall derogate from the right of CSIR to terminate the Employee's employment in terms of the CSIR's Conditions of Service.



15. The Employee acknowledges that this Agreement does not release him/her from any other existing student loans or obligations entered into by him/her, and that he/she is obliged to inform CSIR of any such other existing student loans or obligations.

16. (a) The Employee hereby chooses the following address as his/her *domicilium citandi et executandi* for all the purposes under this Agreement:

84 Mt Flectcher Street (residential address)
Midlands Estates
Oliefantsfontein, 1692


(b) The Employee is obliged to notify CSIR in writing within seven (7) days of any change to his/her residential address.

17. The Employee hereby consents to the jurisdiction of any competent Magistrate Court for the adjudication of any dispute, which may arise from this agreement.

Signed at Pretoria this Fifth day of March 2018

AS WITNESSES

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N LISA

Signed at Pretoria this _____ day of _____ 2018

AS WITNESSES

1 _____

2 _____

For CSIR: PI HLONGWANE
(she being duly authorized)