



## **BANKSETA BURSARY AGREEMENT**

### **2022 ACADEMIC YEAR**

Entered into between

#### **BANKSETA**

Hereafter referred to as “the Funder”

**And**

(Learner Name(s), Surname)

Hereafter referred to as “the Recipient”

**And**

(Institution full name)

Hereafter referred to as “the University”

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Institution Representative Initials

Guardian's Initials

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## **1 PREAMBLE**

- a. The Recipient has enrolled on a full time, part time/short course, educational skills programme or for examination to possibly enter a profession within the BANKSETA Priority Skills Sector.
- b. The Recipient is unable to fully self-fund the requisite Higher Education Programmes.
- c. The Funder is willing to provide financial assistance to the Recipient at the Institution on the terms and conditions of this agreement.

## **2 DESCRIPTION OF THE BURSARY AGREEMENT**

The purpose of this Bursary Agreement is for the Funder, through its Bursary Scheme, to provide the requisite sponsorship in respect of costs approved by the BANKSETA. Once the Recipient agrees to accept financial assistance as stipulated herein, this document will be legally binding to all parties. The duration of this support will be for the 2022 academic year only.

The Bursary Agreement shall commence on the date of signature hereof by the party signing last and remain in force until the completion date of the project. Should, for any reason, there be a delay in the registration of the Recipient with the Institution, the Institution will communicate in writing to the BANKSETA, advising the reasons for delay, as well as the revised dates, and mitigation for late registration.

## **3 AUTHORITY**

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Signature by the Recipient of this Agreement confers an unfettered authority on the Institution to furnish all information and details relating to his/her academic behaviour and progress, general behaviour, financial affairs and any other progress, which may be required by the Funder or the Institution, from time to time.

#### 4 PAYMENT AND EXTENSION OF FUNDING

Invoices will ideally be paid in two tranches. BANKSETA will not transact with any Recipient. Invoices from the Institution will only be paid once the funder approves of same and the Institution will ensure that learner accounts are paid according to the agreement between BANKSETA and the Institution.

BANKSETA must pay the Institution the amount claimed for, within 30 (thirty) working days of the receipt of invoices and/or claims respectively. The BANKSETA will uphold to pay all claims in respect of the bursary within 30 days after receipt of same, provided all relevant performance information is supplied and no related queries linked to the invoice exist.

The Institution must satisfy the Funder that the appropriate internal controls and governance structures are in place to prevent any unauthorised, irregular and/or fruitless and wasteful expenditure as contemplated by the Public Finance Management Act, 1999, occurring. This emphasises that all funds sought under this arrangement will only be used in respect of costs from the Institution for the Recipient.

The BANKSETA Bursary panel may assess the academic progress of the Recipient and hereby reserves the right to determine, in its sole and absolute discretion, whether it shall continue to provide financial assistance (or part thereof) to the recipient for the next academic year.

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## 5 ENROLMENT AND PARTICIPATION OF THE RECIPIENT

- a. The Recipient has enrolled in a full-time, part time/short course, educational skills programme or for examination at the Institution, as designated by the Fund.
- b. The Recipient shall comply with the following requirements in terms of the Programme:
  - i. Reasonably attend and participate in lectures, tutorials and academic support programmes;
  - ii. Complete all set assignments and/or tasks as required in terms of the due performance requirements of the Institution;
  - iii. Undergo all tests and examinations (written and oral) as required in terms of the due performance requirements of the Institution;
  - iv. Disclose all results to the Funder, timeously for monitoring; and
  - v. Obtain satisfactory results, as required in terms of the due performance requirements of the Institution, for the above-mentioned assignments, tasks, tests and examinations.

The Funder may cancel the contract:

- If the Funder finds the academic progress of the Recipient to be unsatisfactory;
- If the Recipient fails to abide by, and comply with, the disciplinary policies of the Institution.

Nothing in this Agreement shall be interpreted or construed as granting the Recipient any right or entitlement to continued financial assistance by the Funder in any one or more of the above-mentioned circumstances.

## 6 TERMINATION OF THE RECIPIENT FROM THE BANKSETA BURSARY PROGRAMME

The Funder may, at any time and in its sole discretion, terminate the recipient from the BANKSETA Bursary Programme if the said Recipient fails to obtain academic results to the satisfaction of the Funder by giving the student one month's written notice of its intention to do so, during the currency of the agreement.

## 7 REPAYMENT OF THE BURSARY

The recipient will not be required to pay back any portion of the bursary allotted to them.

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## 8 MISCELLANEOUS MATTERS

### Addresses and notices

For purposes of this Agreement, including giving notice and service of legal process, the parties choose domicilium citandi et executandi (i.e. addresses to which notices may be sent and where summonses and other legal documents may be delivered) at the following addresses:

In the case of BANKSETA:

#### **Physical address**

Eco Original Office Park, Block C2  
349 Witch-hazel Avenue  
Eco Park Estate  
Highveld  
Centurion  
0144

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**In the case of the Learner:**

Physical address .....  
.....  
.....

**In the case of the Institution:**

Physical address .....  
.....  
.....

A Party may at any time change the above address by notice in writing to the other Party.

Any notice given in connection with this Agreement shall be:

- delivered by hand, or sent by prepaid registered post, to the above-mentioned address by the Party concerned; or
- Sent by fax/email to that Party's address/contact number.

A notice given as set out above shall be deemed to have been duly given:

- if delivered, at the time of delivery;
- if sent by post, 10 days after posting;
- If sent by fax/email, at the time the fax/email is transmitted.

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## **9 ENTIRE CONTRACT**

This Agreement and Annexures thereto, contain all the express provisions agreed on by the Parties with regard to the subject matter of the Agreement and the Parties waive the right to rely on any alleged express provision not contained in the Agreement.

## **10 NO REPRESENTATIONS**

Neither Party may rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

## **11 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 INDULGENCES**

No indulgence granted by a Party shall constitute a waiver or abandonment of any of that Party's rights under this Agreement; accordingly, that Party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

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### **13 CESSION**

The Recipient may not cede or delegate his/her rights in terms of this Agreement. The Fund is entitled to cede or delegate its rights and obligations in terms of this Agreement without notice to the Recipient.

### **14 APPLICABLE LAW**

This Agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

### **15 BREACH**

In the event of a breach of any of the terms of this Agreement by either party, the other party shall be entitled to give the defaulting party written notice calling upon the defaulting party to remedy the breach within a period of not less than 21 days. If the defaulting party fails to remedy the breach within that period the other party will be entitled to cancel this contract, without prejudice to any other rights which that party may have against the defaulting party.

### **16 Rights and responsibilities of parties**

#### **Declaration of the parties**

We understand that this Agreement is legally binding.

We understand that it is an offence in terms of the Skills Development Act 97 of 1998 ('the Act') to provide false or misleading information in this Agreement.

We understand that BANKSETA complies with the Protection of Personal Information (POPI) Act 4 of 2013. All parties' information will be kept strictly confidential, however BANKSETA is obligated to share the information with the Auditor General, the Department of Higher Education and Training and any Parliamentary Committees or any authorized agents for audit, accountability, and any skills development purposes.

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We agree to the following rights and responsibilities.

**a. Rights of the Recipient**

- i. The Recipient has the right to attend classroom instruction on the programme during normal working hours
- ii. The Recipient has the right to access his/her assessment documents.
- iii. The Recipient has the right to reassessment
- iv. The Recipient has the right to information on financial status and accounts

**b. Rights of Institution**

- i. The Institution has the right to assess the learner on both the formative as well as the summative assessment

**c. Responsibilities of the Recipient**

- i. The Recipient has the responsibilities to:
  1. Conduct him/herself in a manner as befitting a student registered with the Institution.
  2. Attend all classroom instruction and assessments as scheduled by the Institution. If absent, supply the Institution with a valid reason.
  3. Attend all workplace experience as scheduled by the Employer (as required should a vacation placement opportunity arise linked to field of study)
  4. Abide by the disciplinary code and conduct of the Employer/Institution at all time (as required)
  5. Supply valid data and information and inform of changes.

**d. Responsibilities of the Institution**

- i. The Institution has the responsibility to
  1. Plan the project implementation and inform the Recipient of how the funding will flow
  2. Provide proof of accreditation status as well as maintain accreditation and the scope to deliver and assess against the qualification for the duration of this agreement
  3. Provide adequate training/teaching/support to the Recipient to attain competence
  4. Assess the Recipient, both formatively and summative as the case may be.
  5. Project manage and report outcomes and results to the Funder.
  6. Provide internal complaints resolution process and make the Recipient aware of such
  7. Provide adequate project administrative support with 5% admin provided
  8. Issue results and ensure that the Recipient can register for the next academic year, even if the reporting tranches are in process. The Institution's reporting duties should not hamper the Recipient's academic progress if the Recipient has met academic requirements.
  9. The institution must ensure that the BANKSETA funding is solely used for intended purpose of this agreement:
  - 9.1 The institution must prohibit any funds transferred or refunded to personal learners' account

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9.2 The funder will not issue any letter to the institutions for transfer of surplus funds to learners' account as surplus funds are returned back to the funder.

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## 17 Details of Parties

### a. Learner details

Full Name(s)													
Surname													
I.D Number													
Date of Birth	Y		Y		Y		Y		M		M		D
Race	Black African		Colored			Indian			White			Other	
Gender	Male						Female						
Disability Status	Disabled (specify)						Not disabled						
Employment Status	18.1 (Currently Employed)						18.2 (Unemployed or pre-employed)						
Physical Address													
	Code												
Region/Province													
Municipality													
Rural / Urban													
Postal Address													
Code													
Region/Province													
Municipality													
Rural / Urban													
Telephone Numbers:	Home:												
	Cellphone												
E-mail address													
Citizen Status													
Highest Education													
NQF Level													
Home language													

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**b. Details for Next of Kin (closest living relative/family member, not at the same residence of learner)**

Full Name												
Surname												
I.D Number												
Date of Birth	Y	Y	Y	Y	M	M	D	D				
Race	Black/African			Colored		Indian		White		Other		
Gender	Male						Female					
Physical Address												
Code												
Region/Province												
Municipality												
Postal Address												
Telephone Numbers:												
Home:												
Cellphone												
E-mail address												

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**c. Institution details**

Registered Name			
Trading Name			
SDL number			
Primary ETQA			
Accreditation number			
Private or Public Provider			
Organisation registration number			
Physical Address			
Code			
Region/Province			
Postal Address			
Contact Person	Name		
	Telephone number		
	E-mail address		
	Cell number		

**18 Qualification Details**

Programme Name				
Learning Programme Start Date				
Registration Number				
NQF Level				
Qualification Number				
Qualification/Course Name				
OFO Code/description				
Is the Programme SETA Funded	Yes		No	
Grant Amount per learner	R.....			
Academic year	2022 only			
Year of study (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , Undergrad/Post				

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Grad etc.)

**19 Signatories (COMPULSORY):**

**Recipient**

Date: _____	Date: _____
Recipient/Learner (signature)	Witness (signature)

**On behalf of the Institution (Authorised Representative)**

Date: _____	Date: _____
Institution Rep (signature)	Witness (signature)

**Recipient's guardian/parent (if under 18 years at programme start)**

Date: _____	Date: _____
Parent/Guardian (signature)	Witness (signature)

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