



**JOHN TAOLO GAETSEWE DISTRICT MUNICIPALITY**  
**BURSARY AGREEMENT**

**entered into between**

**The John Taolo Gaetsewe District Municipality**  
**(hereinafter referred to as “the municipality”)**

**represented by**

**Mr DH Molaole the Municipal Manager**

**and**

.....

**(hereinafter referred to as “the student”)**

**Ms P Q Mogatle**

**Speaker**

## **PREAMBLE**

**Whereas** the Municipality undertakes to grant the student a bursary in order to allow him/her to obtain his/her degree/diploma on a full-time basis subject to the terms and conditions of this Agreement.

**And whereas** the Student indicated an intention to engage in studies on a fulltime basis in order to obtain a degree/diploma in.....

**Now therefore the Parties** deem it expedient to record the terms of their agreement in writing in order to establish the terms and conditions on which the Municipality will award the bursary.

## **THE PARTIES AGREE S FOLLOWS**

### **OBLIGATIONS OF THE MUNICIPALITY**

- 1.1 The Municipality awards the bursary to the Student in order for the latter to obtain.....on a fulltime basis at.....(University name)
- 1.2 The bursary award shall consist of an amount, determined by the Municipality, equivalent to the registration, tuition and examination fees in respect of the Study Course.
- 1.3 Reasonable costs in respect of accommodation, meals and textbooks (hereinafter called "allowances) shall be paid by the Municipality directly to the institution.
- 1.4 The allowances are subject to be reviewed at the sole discretion of the Municipality and at all times will be subject to the availability of funds.
- 1.5 The bursary shall be awarded for a period of..... academic years. Before any payment for the next term/semester is made by the Municipality, the Student shall submit to the Municipality satisfactory reports from the relevant institution in respect of the Student's conduct and academic performance.
- 1.6 The Municipality shall make payments directly to the institution of learning by electronic transfer for the amount agreed upon, in accordance with the agreement between the institution and the Municipality in respect of registration, tuition, examination fees and allowances, where the latter are applicable.

### **2. OBLIGATIONS OF THE STUDENT**

- 2.1 The Student is obliged to undertake the studies with the contracted institution and to complete such agreed upon Study Course within the prescribed time.

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- 2.2 The Student may not unilaterally and unreasonably terminate the Study Course at the institution of learning without showing evidence of just cause for requiring and requesting such termination.
- 2.3 The Student shall commence the Study Course in the academic year for which the bursary is granted at the institution of learning agreed to by the Municipality.
- 2.4 The Student shall redeem the bursary by delivering counter-service with in John Taolo Gaetsewe District are for the total number of years that the bursary was awarded or for each year the bursary was awarded. In the event that the Student fails to deliver counter-service to the Municipality after obtaining the relevant qualification, then the Student shall be liable to repay in full any monies expended by the District towards his/her studies. The period of service will commence after completion of the Study Course as well as the other academic requirements of the Study Course, including any internship where applicable.
- 2.5 The Student shall furnish proof of enrolment for the Study Course to the office of the Executive Mayor and the Municipal Manager of the Municipality within one month of registration. This practice shall continue each year until the studies are completed.
- 2.6 Examination results must be furnished to the offices of both Executive Mayor and Municipal Manager within a period of fourteen days after they are released by the relevant institution of learning.
- 2.7 The Student shall be obliged to repeat and complete at his/her own expense any subjects or modules that he/she has failed.

### **3 DURATION**

3.1 Notwithstanding the date of signature hereof, this Agreement is valid from the date the Student is awarded the bursary until such time that he or she has satisfied all the conditions of this Agreement in as far as they relate to the counter-service obligations and period in terms of clause 2.4

### **4. MONITORING AND EVALUATION**

4.1 The continuation of the bursary shall be determined by the progress of the Student. The Student shall furnish the offices of the Executive Mayor and the Mm with official proof of examination results within two weeks after they are released by the institution of learning. Failure on the part of the Student to furnish such results within the specified period will constitute breach and therefore result in the bursary being reviewed.

4.2 In instances where the Student fails a module or modules and this affects the normal duration of the Study Course, an extension of the period may be considered provided it does not exceed one (01) year. In this regard an application shall be submitted to the Executive Mayor and MM for considerations.

Ms P Q Mogatle

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4.3 If a Student does not continue with his/her studies immediately, except where postponement or deferment has been granted by the Municipality, he or she will be regarded as having abandoned the Study Course and will be liable to reimburse all the Municipality's expenses incurred in terms of this Agreement.

4.4 The Municipality may consider applications for extension of study periods where these are based on circumstances beyond the Student's control if proof is furnished to the satisfaction of the Municipality to that effect or good reasons exist for granting the extension.

4.5 The Student shall apply in writing to the Municipal Manager for approval to defer his or her studies. This deferment shall not exceed one year as determined by the Municipality.

## **5. TERMINATION OF THE BURSARY AND BREACH**

5.1 The Municipality may terminate this Agreement anytime, even during the course of the academic year, in instances where the Student:

5.1.1. Fails to observe any or more of the terms and conditions of this Agreement;

5.1.2. Is found guilty of misconduct in terms of the rules of the institution of learning or is found not be making satisfactory academic progress in his/her studies;

5.1.3. Changes or discontinues his/her studies in the Study Course without the prior written consent of the Municipality;

5.2 After the date of such cancellation and/or termination, the Municipality shall make no further payments whatsoever to or on behalf of the Student. The Municipality reserves the right to recover any monies paid plus interest at the ruling rate as determined by the Minister of Finance from time to time from the date of breach of this Agreement.

## **6. NOTICES AND DOMICILIA CITANDI ET EXECUTANDI**

6.1 Any notice, request, consent or other communication made between the parties pursuant to this agreement shall be in writing.

6.2 A party may change his/her address for receipt of communication by giving the other party five (5) days written notice of such change.

**Ms P Q Mogatle**

**Speaker.**

6.3 The parties elect as their respective domicilia citandi et executandi the following physical addresses and for the purposes of giving or sending any notice provided for or required in terms of this Agreement, the following:

**6.3.1 THE MUNICIPALITY**

**The Municipal Manager  
John Taolo Gaetsewe District Municipality  
4 Federale Mynbou Street  
Kuruman**

**6.3.2 THE STUDENT**

.....  
.....  
.....  
.....

6.4 Any notice addressed to a party at its physical or postal address shall be sent by prepaid registered post, or delivered by hand, or sent by facsimile.

6.5 Any notice shall be deemed to have been given-

6.5.1 if posted by prepaid registered post, 14 (fourteen) days after the date of posting thereof;

6.5.2 if hand delivered, on the day of delivery; and

6.5.3 if sent by facsimile, on the date and time of sending of such facsimile, as evidenced by a fax confirmation printout.

Thus done and signed at Kuruman on this-----day of-----20-----  
----- in the presence of the undersigned witnesses:

**As Witnesses:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
For the Municipality

**Ms P Q Mogatle  
Speaker,**

Thus done and signed at Kuruman on this-----day of-----20-  
----- in the presence of the undersigned witnesses:

**Parents:**

1. \_\_\_\_\_ (Full name): \_\_\_\_\_

2. \_\_\_\_\_ (Full name): \_\_\_\_\_

Student name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Ms P Q Mogatle**

**Speaker.**