

Bursary Agreement

INSTRUCTIONS

1. Please read carefully before completing, signing or submitting this agreement
2. Complete ALL information on this agreement using black ink
3. Complete in BLOCK LETTERS
4. Ensure that this agreement is signed by all parties and initialled on each page
5. An agreement with incomplete or incorrect information will automatically be disqualified
6. Completed agreement should be submitted to the relevant ETDP SETA
7. No erasure is permitted on this agreement
8. The following documents MUST be attached:
 - A certified ORIGINAL copy of a valid proof of identification (i.e. Identity Document/Driver's Licence)
 - A certified ORIGINAL of copy of highest qualification (where applicable)
 - Proof of employment (This is only applicable for the employed beneficiaries)

DISCLOSURE OF PERSONAL INFORMATION

Information provided will solely be used for the ETDP SETA reporting purposes and will not be provided to the third party without the prior consent of the beneficiary. The ETDP SETA commits to handle the beneficiary personal information in accordance with the provisions of the POPI Act.

INDEMINITY

Upon signature of this agreement the training provider and beneficiary shall indemnify and hold harmless the SETA, its officers, employees and agents from and against any loss (including legal costs and expenses) or liability incurred or suffered by any person arising from any claim, demand, action or proceeding by any person where such loss or liability was caused by a wilful, unlawful or negligent act or omission of the training provider, its employees, agents or subcontractors.

Section A: Background Information

The purpose of this Agreement is to:

- Ensure that the provisions and prescripts of the ETDP SETA Bursary Fund are binding to the Bursar and the ETDP SETA; and
- Ensure that the ETDP SETA Bursary Fund is administered and implemented as a planned, structured, coordinated and managed programme that seeks to provide illegible students with funding to access higher education.

1. Bursary Objectives

In partnership with participating employers and training providers/institutions, the ETDP SETA Bursary Fund seeks to, amongst others, achieve the following two primary objectives:

- 1.1 To grant access to occupationally-directed programmes in intermediate and higher level skills.
- 1.2 To contribute in the development of an educated, skilled and capable workforce for inclusive growth path; including self-employment.

2. Definitions

- 2.1 “**Agreement**” refers to this Bursary Agreement which is legally binding to both the parties.
- 2.2 A “**Bursar**”, for the purpose of this Agreement, is anyone who has been awarded an ETDP SETA bursary to pursue post school education and training in intermediate and higher level skills.
- 2.3 “**Institution/Training Provider**”, the purpose of this Agreement, is recognised post school education and training institution at the which the ETDP SETA bursary recipient is enrolled to pursue post school education and training in intermediate and higher level skills.

3. Eligibility

- 3.1 Needy students who have been admitted to study at a recognised Post School Education Institutions (PSET).
- 3.2 Preference is given to students who are South African citizens.

Section B: Beneficiary personal information and Employer Information

BENEFICIARY PERSONAL INFORMATION (This section must be completed by the programme beneficiary)																																																			
Title				Initials				Identification Number								Alternative ID Type																																			
First Name																				Middle Name																															
Surname																				Date of Birth								Y	Y	M	M	D	D	Age																	
Occupation				(I F A P P L I C A B L E)																																															
Telephone																Mobile Number																		Fax																	
Email																																																			
Name and Surname Of Next of Kin																																																			
Relationship																				Telephone/ Mobile Number																															
Learner Race (Mark the correct box with an X)								African				Coloured				Indian				White				Home Language																											
Gender		Male		Female		Are you disabled?				Yes		No		If Yes - state nature of disability below																																					
Seeing		Yes		No		Hearing		Yes		No		Walking		Yes		No		Remembering		Yes		No		S.A. Citizenship				Yes		No																					
If you choose No, state country of birth																																																			
Name of province where you last attended school																																																			
Name of last school attended																																																			
Last school year																																																			
Name of area where the learner resides																																																			
Name of province where training is taking place																																																			
Name of District Municipality																														Rural				Urban				Peri-Urban													
Name of Local Municipality																																																			
Physical Address: House No./Stand No.																				Street Name																															
Name of Suburb/Village/Township																																																			
Name of City/Town/Tribal Authority																														Area Code																					

Postal Address (If different from above)																													
Private Bag/P.O. Box Number						Name of City/Town/Tribal Authority																							
Area Code																													

Details of current studies for which the bursary is awarded:																													
Full name of qualification																													
Duration of the qualification																													
Nature of qualification (Please tick)						Degree				Diploma				Certificate				Other											
Name of Institution																													
If currently studying, indicate the year of study (Please tick)						First Year				Second Year				Third Year				Fourth Year				Other (Specify)							
Student number																													
Major Subjects/Electives																													

Post Matric Qualifications (If applicable)																													
Full name of highest qualification																													
Nature of qualification obtained (Please tick)						Degree				Diploma				Certificate				Other (Specify)											
Name of Institution																													

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4. Roles and Responsibilities of the Bursar

- 4.1.2 To apply himself/herself diligently and conscientiously in pursuit of his/her studies for the aforementioned qualification;
- 4.1.3 To observe and comply with all relevant and applicable regulations of the learning institution;
- 4.1.4 Not to accept any other bursary, grant or other form of financial assistance without the prior written approval of the ETDP SETA; and
- 4.1.5 To notify the ETDP SETA should he/she at any time cease to be a South African citizen in terms of the South African Citizen Act, No 88 of 1995.

5. Roles and Responsibilities of the ETDP SETA

- 5.1 The ETDP SETA undertakes:
 - 5.1.1 To award a bursary to the Bursar who accepts the award subject to the provisions contained in this agreement;
 - 5.1.2. Subject to 5.1.1 the ETDP SETA will pay to the educational institution/training provider on the Bursar's behalf an amount as determined by the ETDP SETA Grant Disbursement Policy;
 - 5.1.3 Notwithstanding 5.1.2 above, no payments will be made by the ETDP SETA to, or on behalf of the Bursar, unless the Bursar has returned this Agreement properly signed and completed by the Bursar and his/her guardian (where applicable) together with an invoice/statement of account from the institution/training provider; and
 - 5.1.4 Payment by the ETDP SETA in terms of this, Agreement shall only be made to the appropriate institution/training provider as determined by the ETDP SETA on presentation of a valid invoice/statement of account from the said institution/training provider.

6. Conditions for bursary renewal

- 6.1. The Bursary is granted for a period of one academic year and shall, thereafter, be renewable at the discretion of the ETDP SETA;
- 6.2. At the end of each academic year the Bursar must submit his/her academic progress report to the ETDP SETA;
- 6.3 Successful completion of the programme/courses registered for the qualification approved by the ETDP SETA;
- 6.3. Financial affordability of the ETDP SETA; and
- 6.4 Renewal is not automatic and a re-application must be submitted to the ETDP SETA.

7. Dispute Resolution

- 7.1 A dispute contemplated herein shall then be referred to an arbitrator nominated by consent of the parties or in the absence of such consent, the Arbitration Foundation of South Africa; and
- 7.2 Despite any other provision reflected in this agreement, the Parties to this agreement may agree to institute legal proceedings in court.

8. Breach and Cancellation

- 8.1. Notwithstanding the provisions above, and in the event of breach;
- 8.2. Either party, shall, without prejudice to any rights it may have in law, be entitled to cancel this agreement, by written notice to the other party, in the event of a breach of any provision of this agreement and failure to rectify the breach within 7 (seven) days notice of the breach.
- 8.3. Such breach by the Bursar will include but not be limited to:
 - i) failure by the Bursar to comply with its obligations in terms of this agreement;
 - ii) refusal of the Bursar to comply with instructions or requests by the SETA in terms of this agreement; and
 - iii) any engagement by the Bursar in corrupt or fraudulent practices in completing or executing this agreement.

9. Protection of Personal Information

- 9.1. Each party to this agreement undertakes to and shall ensure that any of its data operators (as defined in the Protection of Personal Information Act 4 of 2013) ("POPIA or POPI Act"), agents and contractor's comply with the POPI Act and all other applicable data protection legislation and regulations in connection with the performance of its obligations and exercise of its rights under this agreement.
- 9.2. Without prejudice to the generality of this paragraph, with respect to any processing of personal data (as described in the POPI Act) under this agreement each party shall ensure that any of its data operators take appropriate technical and organizational security measures against unauthorized or unlawful processing of personal data supplied to it by another party to this agreement and against accidental loss or destruction of, or damage to, that personal data in accordance with condition seven as set out in the POPI Act.
- 9.3. Each party to this agreement undertakes: -
 - i) to obtain the relevant consent as prescribed within the POPI Act;
 - ii) to treat the personal data as confidential information in accordance with this agreement;
 - iii) not to use or knowingly permit any third party to use, or have access to, the personal data for any purpose other than as is expressly permitted by this agreement; and
 - iv) That it shall not use the personal data held by it pursuant to this agreement for any purpose that is inconsistent with those purposes notified to the relevant data subject on or before the time of collection of the data.

- 9.4. Each party shall promptly inform the other of any actual or suspected unauthorized access, use or abuse of the data and / or any information technology systems relating thereto ("unauthorized use") of which it or any of its contractors becomes aware.
- 9.5. Each party shall at its own costs provide at the other party's request all reasonable assistance to the requesting party in relation to the preparation and presentation of the relevant information to the regulators or as otherwise required by the applicable legislation for the purpose of prosecuting those individuals responsible for any incident of unauthorized use for any legal actions that the requesting party may bring against third parties responsible for an incident of unauthorized use or to co-operate with any regulator or authority.

10. Personal Information Consent and Disclaimer

- 10.1. The learner hereby confirms that all the personal information furnished by him/her is true and correct, and undertakes to inform ETDP SETA of any changes in my personal information.
- 10.2. The learner undertakes to will comply with all the rules, policies, regulations and decisions of ETDP SETA, regarding the provisions of the Protection of Personal Information Act 4 OF 2013(POPIA).
- 10.3. The learner hereby consents and hereby give consent that the ETDP SETA may collect, use and process my personal information for its business purposes, which may include, but is not limited to:
- 10.3.1. internal administrative processes pertaining to bid evaluation and adjudication.
 - 10.3.2. Internal meetings.
 - 10.3.3. Reporting to the Department of Higher Education and Training (DHET), External Auditors of the ETDP SETA, other relevant Government Departments, Political Parties, Commissions, Parliament, Trade Unions, and other key stakeholders of the ETDP SETA.
 - 10.3.4. Internal research purposes.
- 10.4. The learner, further consent that the ETDP SETA may share his/her personal information with the stakeholders, such as Internal Auditors, Vetting Agencies, South African Receiver of Revenue, Banks, the Public, service providers or legal entities which may lawfully require such information for legal obligations and/or investigations.
- 10.5. The learner understands that in terms of the POPIA and other laws of the country, there are instances where the express consent of the learner is not necessary for the processing of personal information, which may be related to investigations, litigation or when personal information is publicly available.
- 10.6. The learner shall not hold the ETDP SETA responsible for any improper or unauthorized use of personal information that is beyond the reasonable control of the ETDP SETA.

- 10.7. The learner conforms that he/she gives this consent having understood the contents hereof and confirms that he/she gives the said consent willingly and without any undue influence.

SECTION C: Signatures of parties

The Skills Programme Grant Beneficiary

By signature hereof, the skills programme grant beneficiary declares inter alia, the following:

- that he/she has read the contents of this Agreement and that he/she fully understands all conditions thereof.
- that he/she is not a recipient of any other bursary or financial assistance

Parent/Guardian Signature <i>(Only applicable if a beneficiary is under 18 years of age)</i>										
Date	M	M	/	D	D	/	Y	Y	Y	Y

Witness Signature:										
Date	M	M	/	D	D	/	Y	Y	Y	Y

Institution/Training Provider Signature (if applicable)										
Witness Signature:										
Date	M	M	/	D	D	/	Y	Y	Y	Y

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