



**MOHOKARE LOCAL MUNICIPALITY
DRAFT CONTRACTUAL BINDING BURSARY AGREEMENT**

1. Bursary agreement entered into by and between -
 - 1.1 Municipality (hereinafter called the Municipality) and
 - 1.2 _____ (RSA Identity No _____ (hereinafter called the bursar). am accepting a bursary undertaken on a part-time basis _____ (name of course/ study/ degree) which extends over a prescribed minimum period / prescribed minimum remaining period of _____ years(s) _____ months, at _____
(name of institution)
 - 1.3 Whereas I must for the aforementioned purpose attend classes in official hours of study undertake study at an approved training institution as stipulated in writing by the Municipality and directed by its needs from time to time.
 - 1.4 The Municipality will on my behalf pay within the limits of the bursary awarded for the prescribed minimum duration / prescribed minimum remaining duration of the course the tuition, examination, registration and prescribed book fees that are levied by the training institution.
2. This agreement will commence on the date that the last of the parties attaches its signature to it and will continue in force and effect until –
 - 2.1 The parties have discharged all their obligations in terms hereof; or
 - 2.2 It is terminated in terms hereof.

3. The Municipality hereby grants to the bursar and the bursar hereby accepts a bursary consisting of the following terms –
 - 3.1 The employee must study at the closer tertiary institution and must make sure that the studies do not take preference over / disrupts the municipal operations. In an instance problems are experienced the employee must be requested to change from part-time studies to studying through correspondence.
 - 3.2 The amount demanded by the institution at which the bursar has been accepted as student in respect of registration, tuition, examination in respect of the bursar's studies, which amount shall be paid directly to the institution concerned after receipt of its invoice; and
4. Subject to clause 5 the bursary will be renewed each year during the course of the bursar's studies, provided that –
 - 4.1 The bursar passes the prescribed examinations; and
 - 4.2 Obtains and submits to the Municipality before the start of an ensuing academic year a satisfactory report as regards her/his conduct and diligence during the previous year.
 - 4.3 The Municipality has funds available in that financial year.
5. If the bursar fails any year or subject the Municipality may in its sole discretion –
 - 5.1 terminate the bursary forthwith; or
 - 5.2 allow the bursar to repeat the year or the subjects which she/he failed at her/his own expense, within the next semester / study year. Proof of registration for the failed subjects must be submitted to Corporate Services Department within **fourteen (14 days)** of registration at the academic institution
 - 5.3 The Municipality will deduct the amount equivalent to the subjects failed by the employee from the employee's salary within a minimum of a month to a maximum of 12 months.
6. I undertake
 - 6.1 to remain in employ of the Municipality for the period equivalent to the period during which I received the bursary;
 - 6.2 to furnish the Municipality with the satisfactory proof of enrolment for the course at the commencement of each semester/ year of study.
 - 6.3 to furnish the municipality with official proof of examination results after the results of any annual/ bi-annual examinations/ supplementary examinations have been made known by the examination authority

6.4 If I fail to complete the relevant qualification I shall redeem any obligations in terms of the agreement through repayment of the bursary amount plus interest. The same condition will apply if I fail to comply with provisions of clause 6.2, 6.3, or if I at any time renounce the bursary, or if I terminate my service with the Municipality or if I am employed on a contractual basis and my contract ends I will immediately be liable for the repayment of my bursary debt in full, or if the Municipality withdraws my bursary in terms of clause 6.3 or if I am discharged from the Municipality before the contract period, and:

6.4.1 The total amount of bursary moneys paid on my behalf in terms of clause 1.4 of this undertaking, provided that the amount due shall be reduced in the same proportion as the number of calendar months full time uninterrupted service rendered in terms of this undertaking bears to the agreement period.

6.5 to notify the Municipality of any changes of address while owing any amounts in terms of this undertaking and if I fail to do so, and if it becomes necessary for the Municipality to undertake any expense to trace me, to refund the Municipality for the said expenses.

6.6 the Municipality shall at any time suspend payment of the bursary moneys if the Municipality is in its discretion, of the opinion that I am not making satisfactory progress with the course.

7. I understand and accept that –

7.1 The Municipality is under no obligation to place / appoint me to a higher position or any position whatsoever after I have completed with the requirements of the bursary.

7.2 If I leave, or I am discharged from the Municipality any moneys due to me by the Municipality will be withheld and set off against any moneys due in terms of this undertaking.

8. I elect my domicilium citandi et executandi for all purposes under this Agreement , whether in respect of court process, notices or other documents or communications of whatever nature, the following address:

8.1 (a) Physical address

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.....
.....

(b) Postal address

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SIGNED AT _____ ON BEHALF OF THE
_____ MUNICIPALITY THIS _____ DAY OF _____ 20__

AS WITNESSES:

1. _____

2. _____

MUNICIPAL MANAGER

SIGNED AT _____ ON BEHALF OF THE BURSAR THIS
_____ DAY OF _____ 20__

AS WITNESSES:

1. _____

BURSAR