

2021 FASSET **Type of programme:** STUDENT AGREEMENT

Entered into by and between

INSTITUTION NAME

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

and

First Name : _____
Surname : _____
Identity Number : _____
Student Number : _____

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

DEMOGRAPHIC INFORMATION OF STUDENT

List the academic/professional qualification/designation/programme registered for in 2021 (Edit - add programme related to the student)

- | | | |
|---|--------------------------|--------------------------|
| B. Com Accounting Sciences (2 nd year) | <input type="checkbox"/> | |
| Postgraduate Diploma in Accounting Sciences | <input type="checkbox"/> | |
| B. Com Financial Sciences (2 nd year) | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Com Honours Financial Management Sciences | <input type="checkbox"/> | |
| B. Com Honours Internal Auditing | <input type="checkbox"/> | |
| B. Com Honours Taxation | <input type="checkbox"/> | |
| B. Com Economics (2 nd year) | <input type="checkbox"/> | |
| Tax Technician Occupational Diploma | <input type="checkbox"/> | |
| Diploma in Management Accounting | <input type="checkbox"/> | |
| Occupational Certificate Tax Technician | <input type="checkbox"/> | |
| Certificate in Business Accounting | <input type="checkbox"/> | |

1. Definitions

- 1.1 **“Agreement”** means this signed **type of programme** agreement, together with its annexures, if any.
- 1.2 **“Type of programme”** **refers to the 2021 FASSET type of programme administered by the Institution with funds made available by FASSET.**
- 1.3 **“FASSET”** means the Finance and Accounting Services Sector Education and Training Authority (Seta).
- 1.4 **“Institution”** means the **Institution name** appointed to administer and co-ordinate the Bursary Scheme.

2. Duration

The **type of programme** hereby agrees to provide, and the Student hereby agrees to accept, financial assistance as stipulated herein in respect of the 2021/2022 academic year only. Contract will end on the 31 March 2022.

Complete

Start date of the programme: _____

End date of the programme: _____

3. Obligations of the Student

3.1 The Student shall comply with the following requirements:

- 3.1.1 Ensure that the information furnished to the Institution as part of his/her **type of programme** application is complete, true and correct in all aspects.
- 3.1.2 It shall be the responsibility of the Student to clarify any uncertainty with regards to the **type of programme** with the Institution prior to signing this Agreement.
- 3.1.3 Submit all requested documentation and complete all requested processes in the manner and format as requested by the Institution and before the deadlines communicated by the Institution.
- 3.1.4 Attend and participate in lectures, tutorials, skills interventions and academic support programmes as required by the Institution and/or the FASSET.
- 3.1.5 Complete all set assignments and/or tasks as required in terms of the due performance requirements of the Institution and/or the FASSET.
- 3.1.6 Undergo all tests and examinations (written and oral) as required in terms of the due performance requirements of the Institution and the results thereof will be made available to FASSET as and when necessary. Signing of this document provides consent to access such results.
- 3.1.7 Obtain satisfactory results for the above-mentioned assignments, tasks, tests and examinations.
- 3.1.8 The Student will not, without prior written permission from the Institution, be entitled to deviate from the aforementioned Degree course, or to change to any other tertiary institution.
- 3.1.9 **The Student will not, without the prior permission of the Institution, be entitled to hold any other bursary or study loan while he/she is a party to this Agreement. If such permission is granted, the Institution reserves the right to decrease the amount of the bursary provided for in this Agreement.**

3.1.10 The Student will inform the Institution in writing of any other bursary/sponsorship/study loan that he/she is party to at the time of signing this agreement.

3.1.11 The Student will further inform the Institution in writing of any other bursary/sponsorship/study loan offers that are pending at the time of signing this agreement, and agrees to inform the Institution of the outcome of any pending sponsorship / loan before accepting or rejecting such pending sponsorship / loan or bursary.

4. Financial and Academic Assistance

4.1 The Institution hereby agrees to provide the Student with the following financial and academic assistance in respect of the 2021/2022 academic year only:

4.1.1 Tuition and examination fees at the Institution. The Institution however reserves the right not to cover supplementary and special examination fees.

4.1.2 Support in respect of accommodation as determined by the Institution in its sole and absolute discretion.

4.1.2.1 The Institution reserves the right not to provide any support in respect of accommodation if the student has indicated in his/her **type of programme** application that he/she will be residing at home, and his/her home is determined by the **type of programme** management team to be sufficiently close to campus.

4.1.2.2 Support in respect of accommodation shall be provided to the student either as: a financial allowance; a credit to the student's account with the Institution; or directly through the provision of accommodation to the student, whichever is deemed most appropriate by the Institution.

4.1.3 Support in respect of textbooks as determined by the Institution in its sole and absolute discretion;

- 4.1.3.1 The amount of the textbook allowance will be determined by the Institution with reference to the textbook needs for the relevant year of study.
 - 4.1.3.2 Support in respect of textbooks shall be provided to the student either as: a financial allowance; an allowance credit with a third-party cashless transaction's solutions specialist; or directly through the provision of textbooks to the student, whichever is deemed most appropriate by the Institution
 - 4.1.3.3 The Institution reserves the right to exclude books for repeat modules.
 - 4.1.4 Support in respect of meals and living allowances up to a maximum of **R1500;**
 - 4.1.4.1 The support in respect of meals shall be provided to Students in the manner deemed most appropriate by the Institution.
 - 4.1.5 Skills interventions.
 - 4.1.6 Academic and other interventions as deemed appropriate by the Institution.
 - 4.1.7 The Student may use the living allowances to cover costs relate to travelling to and from the Institution.
- 4.2 The Institution and/or FASSET shall assess, at any time, the academic progress of the Student and reserves the right to determine, in its sole and absolute discretion, whether it shall continue to provide academic assistance and/or financial assistance (or part thereof) to the Student.

5. Withdrawal of Financial Assistance

- 5.1 The Institution may, at any time and in its sole discretion, withdraw the financial assistance (or any part thereof), granted to the Student and/or recover all monies expended on the Student in terms of this Agreement in the following circumstances:
- 5.1.1 If the Student has not complied with one or more of the requirements stipulated in section 3.1.
 - 5.1.2 If the Institution has granted the Student financial assistance in respect of one additional academic year during the undergraduate degree programme for purposes of repeating an academic year, and the Student fails to satisfactorily pass such additional year.
 - 5.1.3 If at any time the Institution finds the academic progress of the student to be unsatisfactory.

- 5.1.4 If the Student fails to abide by, and comply with, the student disciplinary code and procedure or any policies pertaining to the Institution and is subsequently been found guilty of misconduct or fraud or is suspended from the Institution due to disciplinary steps taken against the Student,
- 5.1.5 If the Student, without a valid reason, fails to attend and participate in lectures, tutorials, skills interventions and academic support programmes as required by the Institution and/or FASSET.
- 5.1.6 If the Student fails to complete all set assignments and/or tasks as required in terms of the due performance requirements of the Institution or FASSET.
- 5.1.7 If the Student fails to undergo all tests and examinations (written and oral) as required in terms of the due performance requirements of the Institution.
- 5.1.8 If the Student fails to display the requirements of the Institution relating to the Student's work ethic, general conduct and involvement in the compulsory programmes.
- 5.1.9 If any of the information submitted by the Student to the Institution or FASSET is found to be incorrect, false or incomplete.
- 5.1.10 If any of the documents requested by the Institution or FASSET is not submitted or found to be incorrect, false or incomplete.
- 5.1.11 In the event that the **type of programme** funding is withdrawn by FASSET or the Student should discontinue his/her studies for the academic/professional qualification/designation.

6. Termination of the Student from the **type of programme**

- 6.1 The Institution may, at any time and in its sole discretion, terminate the Student from the **type of programme** if the Student fails in any one or more ways outlined in section 5.1.

7. Warranty

- 7.1 The Student warrants that any uncertainty has been clarified with the Institution before signing this Agreement. The Student acknowledges further that this Agreement contains the full and only provisions and conditions of his/her Agreement with the Institution. The Student acknowledges further that no representations have been made to him/her and that no guarantees that are contrary to the contents of this Agreement have been given to him/her.

- 7.2 The Student warrants that his/her combined annual household income before tax and deductions is between R0 and R600 000. The Student undertakes to immediately advise the Institution should his/her financial status and the financial status of his or her household income change.
- 7.3 The Student warrants that: i) he/she is a black South African citizen, **or** ii) he/she has a disability as per the specific definition of disability, in terms of the Income Tax Act 58 of 1962 and the SARS publication: "Guide on the Determination of Medical Tax Credits" and that he/she has accordingly included an ITR-DD (Confirmation of Diagnosis of Disability) in his / her application.

8. Waiver

- 8.1 Nothing in this Agreement shall be interpreted or construed as granting the Student any right or entitlement to continued financial assistance by the Institution or FASSET in any one or more of the above-mentioned circumstances.
- 8.2 If the Institution should at any time after the coming into effect of this Agreement, grant the Student concession of whatever nature in respect of his obligations in terms of this Agreement, such concession may in no way be construed as a waiver by the Institution of any of its rights in terms of this Agreement but will at all times, be subject to the Institution's right to claim the total amount owing in terms of this Agreement, if the Student should deviate from any of the conditions in terms of which such concession is granted by the Institution.

9. Protection of Personal Information (POPI)

- 9.1 The Institution is committed to protecting and promoting the privacy of Personal Information of its students or any other individuals or organisation and to give effect to the constitutional right to privacy and to fulfil its obligations under the Protection of Personal Information Act No 4 of 2013 (Hereinafter 'POPI') which includes the right to protection against the unlawful processing, collection, retention, dissemination and use of Personal Information belonging to any person.
- 9.2 The Student hereby gives consent to the Institution to process his/her personal information where the processing is necessary and only for purposes of the bursary and/or this Agreement.
- 9.3 The Institution acknowledges and agrees that the personal information will not, under any circumstances, be processed for purposes prohibited by POPI and/or the principles contained in POPI and that the processing of the personal information will be done fairly and in accordance with legal provisions, given that the purpose for which processing of the personal information is adequate, relevant and not excessive.

9.4 The Student hereby agrees to release, defend and hold harmless the Institution, its officials, employees and guests from and against any claims, damages or liability arising from or related to the processing of his/her personal information, unless such personal information was processed unlawfully by the Institution.

10. General

10.1 No variation of or addition to this Agreement including this clause will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

10.2 This Agreement and the interpretation thereof will be governed by the laws of the Republic of South Africa.

10.3 For the purposes of this Agreement, the Student chooses the following address as his *domicilium citandi et executandi* (domicile of summons and execution).

10.4 Documents to be submitted with this contract (tick):

- | | |
|---|--------------------------|
| ID Copy | <input type="checkbox"/> |
| Confirmation of highest qualification | <input type="checkbox"/> |
| Proof of Registration/Enrolment letter | <input type="checkbox"/> |
| Declaration of unemployment | <input type="checkbox"/> |
| Proof of parents/guardian payslips (only for FBS beneficiary) | <input type="checkbox"/> |

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____

DAY OF _____ 20 ____ AT _____.

**Student
(Signature)**

(Full name and surname)

WITNESSES:

1. _____
(Signature) (Name)

2. _____
(Signature) (Name)

If the Signatory is under 18 (Eighteen) years of age, there must be consent by a parent or guardian as follows:

I hereby certify that I am the parent or guardian of _____, named herein above, and do hereby confirm that the nature, content and consequences hereof has been explained to him/her and that he/she understands and agrees hereto, and furthermore that he/she shall be bound hereto from date of signature.

(Parent/Guardian's Signature)

(Date)

(Parent/Guardian's Printed Name)

**On behalf of the Institution
duly authorized.
(Signature)**

(Name)