



BURSARY AGREEMENT

MADE AND ENTERED INTO BETWEEN

THE COUNCIL FOR THE BUILT ENVIRONMENT

The Council for the Built Environment, a statutory council established in terms of the Council for the Built Environment Act, 2000 (Act No. 43 of 2000)

herein represented by Mr. Bheki Zulu, in his capacity as the Chief Executive Officer (CEO), and he being duly authorized thereto;
(Hereinafter referred to as "the CBE")

And

NAME: -----

IDENTITY NO: -----

ADDRESS: -----

(Referred to in this agreement as the student)

WHEREAS:

- The Council for the Built Environment (CBE) wishes to support the development, availability and the retention of skilled human capital directly involved in built environment activities, by offering bursaries to support its objectives of broadening its scope of responsibility.
- The primary purpose of the envisaged bursary scheme is to target previously disadvantaged individuals and to promote balance and diversity in the BE Sector, thus enabling and encouraging previously disadvantaged individuals to seek financial assistance to reach their individual goals.
- In realizing these objectives, CBE has embarked on a bursary programme that commenced in January 2009.

AND WHEREAS

- The CBE is desirous of entering into a bursary agreement with the student.

NOW THEREFORE THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL BE AS FOLLOWS:

1. PREAMBLE

The Preamble shall form an integral part of the AGREEMENT between THE PARTIES.

2. DEFINITIONS

In this AGREEMENT, unless the context clearly indicates otherwise, the following words and/or phrases shall have the following meanings:

- 2.1. "THE AGREEMENT" shall mean this agreement and any/all Annexure(s) attached thereto;
- 2.2. "THE PARTIES" shall mean the CBE and the student respectively;
- 2.3. "EFFECTIVE DATE" shall, be the date of signature of the AGREEMENT by THE PARTIES
- 2.4. "SURETY" shall mean the parent, adoptive parent or any other legal guardian of the student.
- 2.5. "POLICY" shall mean the CBE Bursary Policy included in this contract as an annexure.

3. ANNEXURE

- 3.1 The Bursary Policy forms part of the agreement and must therefore be read together with the agreement.

4. DURATION OF THE AGREEMENT

- 4.1. THE AGREEMENT shall operate as from the "EFFECTIVE DATE" and shall endure until the end of the 2009 academic year and this agreement will be subjected to renewal pending the availability of funds by the CBE and the student's academic progress/performance in 2009 academic year.
- 4.2. The CBE and student shall continuously review THE AGREEMENT as per clause 3.1 and should the agreement be extended beyond 2009 academic year, a new agreement will be entered into between the student and the CBE.

5. DUTIES OF THE CBE

- 5.1. The CBE shall grant a study bursary to the value of the full tuition fees at an approved and accredited university to study towards a degree or diploma within the built environment professions.
- 5.2. The tuition fee shall cover the full course fee for the 2009 academic year and course materials such as the prescribed textbooks, to the maximum value of R3 000.00, plus accommodation costs, where it is applicable, by the student, which will be at the tariffs of the university's residential place for the 2009 academic year.
- 5.3. Subject to the provisions of this agreement, and provided the bursary is still in existence and has not been discontinued or suspended, the amount of the bursary for an academic year shall be paid in 2 (two) equal instalments each year, and it will be made payable directly to the institution.
- 5.4. The continuation of this bursary will be dependent on the availability of funds and the successful completion of the student's 2009 academic year of study.
- 5.5. Students will be informed in writing of the renewal of their bursaries for the 2010 academic year by/about July 2009, subject to specific requirements and conditions.

6. DUTIES OF THE STUDENT

- 6.1. The student shall within 20 days, after the date of registration for the academic year, supply the CBE with the written proof of such registration.
- 6.2. The student shall for the academic year, within 20 days after each mid-year and year end examinations results have become available, provide the CBE with their results in writing.
- 6.3. Without the written permission of the CBE, while this agreement is in force, the student shall not:
 - accept or be a beneficiary of any other bursary subject to clause 5.5 and
 - be in employment other than the CBE approved adopting company or render services for financial rewards, except for occasional part time work which students normally take during school intervals, provided that such part time work shall not infringe on his normal studies .

7. BREACH AND TERMINATION

- 7.1. In the event of any of THE PARTIES committing a material breach of any of the terms and conditions of THE AGREEMENT and remaining in default for a period of fourteen (14) days after receipt by it of written notice from the other party calling for such breach to be remedied, the party delivering such notice shall be entitled, without prejudice to any other rights it may have in terms of THE UNDERSTANDING or in law, to terminate THE AGREEMENT by written notice to that effect given to the other party and claim damages if any or exercise any other right it has in law to rectify the breach.
- 7.2. Should the student abscond from the university without accomplishing at least 70 percent of his or her current academic studies, the CBE shall be entitled to recover the money from the student and/or her surety.
- 7.3. Termination of THE AGREEMENT for whatever reason shall not absolve THE PARTIES from the obligation to observe the confidentiality measures and other restraints as set out herein.

8. CESSION

The student will not be entitled to cede, assign or transfer any of his/her rights or obligations under this agreement without the prior written consent of the CBE, however CBE will be entitled in its entire discretion and at any time to cede assign, and transfer any or all of its rights and/or obligations under this Agreement to any natural or juristic person of its choice.

9. DOMICILIA AND NOTICES

- 9.1. THE PARTIES hereby choose *domicilium citandi et executandi* for all purposes in terms hereof as follows:

THE STUDENT:

ADDRESS:

.....

.....

.....

CBE Address: The Council for the Built Environment
Cnr Queen Wilhelmina & Muckleneuk Streets
New Muckleneuk
PRETORIA
0027

- 9.2. Any party shall be entitled to change its *domicilium citandi et executandi* by giving written notice thereof to the other, provided that such change shall not take effect until receipt by such other party of such notice.
- 9.3. All notices to be given by hand by THE PARTIES to each other in terms hereof shall be given to the aforesaid addresses by delivery thereto, or if by posting by prepaid registered mail, or by telefax to the following addresses:

THE STUDENT:

ADDRESS:

.....

.....

.....

.....

CBE Address: The Council for the Built Environment
PO Box 915
GROENKLOOF
0027
Tel no: (012) 346 3985
Fax no: (012) 346 3986

9.4. In the event of such posting unless and until the contrary is proved, the notice shall be deemed to have been received on the seventh day after such posting.

10. PERFORMANCE

THE PARTIES shall sign all such documents as may be required from time to time, in order to implement and carry out the terms and conditions of THE AGREEMENT.

11. GENERAL

11.1. This document thereto contain the entire AGREEMENT between THE PARTIES and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto as provided herein.

11.2. No alteration, variation, addition or agreed cancellation of THE AGREEMENT shall be of any force or effect unless reduced to writing as an addendum to THE AGREEMENT and signed by THE PARTIES or their duly authorized signatories.

11.3. No failure or delay on the part of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies, which THE PARTIES would otherwise have.

11.4. The headings appearing in THE AGREEMENT have been used for reference purposes only and shall not affect the interpretation of THE UNDERSTANDING.

11.5. If any clause or term of THE AGREEMENT should be invalid, unenforceable or illegal, then the remaining terms and provisions of THE AGREEMENT shall be deemed to be severable therefore and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of THE AGREEMENT.

SIGNED AT THIS DAY OF 2009

AS WITNESSES:

1.

2.

.....
THE STUDENT

SIGNED AT THIS DAY OF 2009

AS WITNESSES:

1.

2.

.....
Mr Bheki Zulu - CEO
Duly Authorized Representative of
Council for the Built Environment

SURETYSHIP

TO: THE COUNCIL FOR THE BUILT ENVIRONMENT

With reference to the agreement dated between the CBE and the (“The STUDENT”) for the granting of a bursary to the STUDENT NAME I hereby bind myself in favour of yourselves as a surety for and co-principal debtor, *in silodum*, with the STUDENT for the due and punctual payment of any and all amounts which may become due to you by the STUDENT and for the due performance of the Student’s other obligations under and in terms of the agreement.

I hereby renounce the benefits of excussion, division and cession of actions, the full meaning and effect of which I declare myself to be fully acquainted.

To the extent required, I confirm that I have consented and agreed to the STUDENT entering into the agreement **(PLEASE ATTACH CERTIFIED COPY OF IDENTITY DOCUMENT AND CLEARLY STATE YOUR RELATIONSHIP TO THE BURSARY STUDENT).**

SIGNED at **(Place)** **(Date)**

AS WITNESSES:

1.....

2.....

.....

SURETY

FULL NAME: **IDENTITY NO:**

PHYSICAL ADDRESS:

.....

.....

.....

.....

TELEPHONE NUMBERS: (Home) **(Work)**

(Cell phone/s)