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Information Pack

Black Economic Empowerment Bursary Support

Content

- Background Information
- Guidelines
- List of Academic Institutions, Courses and Costs
- Bursary Fund Application Form
- Memorandum of Understanding: Citrus Academy and Citrus Enterprise
- Standard Memorandum of Agreement: Student and Citrus Enterprise (includes Code of Conduct)

Background Information

The Citrus Academy was established at the beginning of 2005, originally as a division of the Citrus Growers Association and later as a separate non-profit company, with the main object of creating an enabling environment for skills development in the South African citrus industry.

The industry challenges that the Academy is tasked with are:

- General low skills levels
- Scarce and critical skills
- Employment equity
- Transition of ownership
- Quality delivery

The main activities of the Citrus Academy are:

- Developing learning tools and programmes for citrus production and postharvest handling
- Managing the Citrus Academy Bursary Fund
- Assisting with the development of skills development plans and implementation strategies
- Representing the citrus industry on matter concerning skills development

The Citrus Academy Bursary Fund was established in its current form at the beginning of 2006 with its main aims being to:

- Generate a constant supply of qualified, skilled candidates for the benefit of the citrus industry
- Support previously disadvantaged learners in citrus-related fields of study
- Support learners in fields of study that are related to scarce and critical skills in the industry

The Citrus Academy has a specific responsibility to support black economic empowerment citrus enterprises. To this purpose, the Academy has added a special category to the Bursary Fund, aimed at enabling and simplifying support to this group.

The steps involved in becoming a part of this initiative are:

1. Study this documentation carefully and ensure that you understand the process
2. Determine whether the citrus enterprise qualifies to take part
3. Sign the Memorandum of Understanding between the citrus enterprise and the Citrus Academy
4. Identify qualifying candidate(s)
5. Identify the appropriate learning institutions and course for each candidate
6. Complete a Citrus Academy Bursary Fund application form for each candidate and submit it
7. If approved, sign a Memorandum of Agreement between each successful candidate and citrus enterprise
8. Enrol / register the students at the selected academic institutions

This information pack includes all documentation and information that is required by qualifying citrus enterprises to take part and benefit from the initiative.

Should any further information or clarification be required, please contact **Candice Burgin** on:

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1. **Outline**

Due to the unique nature of the relationship between the Academy, the citrus enterprise and the student, this category is administered differently from the rest of the Bursary Fund. In short:

- The Citrus Academy enters into an agreement with the citrus enterprise, which will be a once-off agreement that applies to all subsequent students, while each student signs an agreement with the citrus enterprise he / she is linked to, for each year for which he / she receives support.
- Successful candidates will be supported for tertiary education, in terms of the Bursary Fund Policy.
- The recruitment and selection of learners is conducted by the citrus enterprise with the help of community liaison officers and / or strategic partners (if any), and in accordance with the stipulated selection criteria and entrance requirements.
- Candidates can enter the Citrus Academy Bursary Fund at any stage during tertiary education.
- Qualifications that funding is made available for must be directly related to an occupation within a citrus enterprise, with preference being given to production-related qualifications as opposed to qualifications that are related to more peripheral occupations.
- The Citrus Academy funds a maximum of 50% of the student's study costs, with the citrus enterprise responsible for the remainder of the fees, accommodation, books etc.
- The citrus enterprise assists the candidate in completing and submitting the special Citrus Academy Bursary Fund application form, referred to as a BEE Bursary Support application.
- The Citrus Academy assesses the applications received and approves applications that meet the requirements and for which funding can be sourced.
- The Citrus Academy manages the payment of its portion of the study costs to the appropriate service providers.
- Tuition fees and accommodation fees (if the student makes use of on-campus accommodation) is paid to the academic institution or other service provider on presentation of the appropriate invoices and / or statements, and provided that proof of registration has been received, while other fees, for example for books and meals, may be paid directly to the student.
- The citrus enterprise undertakes to provide the student with opportunities to gain vocational training.
- The student works time back in the industry on completion of his / her studies as per the Bursary Fund policy, at the citrus enterprise or at an organisation designated by the citrus enterprise.

- The citrus enterprise is responsible for refunding the Citrus Academy should the student not successfully complete his / her studies.
- The responsibility of the student is to study hard, graduate and plough back what they have gained into the citrus enterprise.

Please note that the Academy does not become involved in enrolling or registering students, or selecting their courses. The Academy will make information available about the academic institutions and courses on offer, in order for the student to be able to make an informed decision.

2. Qualifying Citrus Enterprises and Candidates

Citrus enterprises that qualify for taking part and benefiting from this initiative are BEE compliant as per the appropriate government regulation, being owned or part-owned by one or more of the following:

- Previously disadvantaged individuals
- Community trusts
- Worker trusts
- Community property associations

Individuals that qualify for receiving financial support under this initiative must be related to a qualifying citrus enterprise as:

- Direct owner or part-owner
- Immediate family member of direct owner or part-owner
- Beneficiary or member of trust that is the owner or part-owner
- Employee or potential employee
- Member of community that have benefited from land restitution and that are owner or part-owner

It is extremely important that individual candidates must be made well aware of what will be expected of them, both during and after their studies. They must be committed to the process from the start and willing to see it through to the end.

3. Agreement between Citrus Enterprise and Citrus Academy

The citrus enterprise that the learner is related to must sign a Memorandum of Understanding with the Citrus Academy to regulate the relationship. The pertinent stipulations of the agreement are:

Roles and responsibilities of citrus enterprise:

- Identifying and recruiting candidates, according to the selection criteria.
- Assisting the candidate in identifying the appropriate academic institution and course of study, ensuring that the student meets the entry requirements for the course.
- Assisting the candidate in completing the BEE Bursary Support application, gathering the required documentation, and submitting the application to the Academy as per the guidelines.
- Assisting the student in registering / enrolling at the selected academic institution.
- Providing the Citrus Academy with proof of registration / enrolment.
- Paying a minimum of 50% of the student's total study fees (including tuition, accommodation, meals, books, research costs, and any other costs directly related to the completion of said qualification).
- Assisting the Citrus Academy in monitoring the progress of the student and addressing challenges.

- Providing the student with opportunities to gain vocational learning experience, through taking part in vacation work and an internship (if required by the qualification).
- Providing the student with employment after the completion of his / her studies.
- Refunding the portion of study fees the Citrus Academy contributed to the student's study costs should he / she not complete his / her qualification successfully.

Roles and responsibilities of Citrus Academy:

- Assisting the citrus enterprise in the execution of its responsibilities with information and advice, where required.
- Assessing submitted BEE Bursary Support (BEEBS) applications, in whichever way it may deem necessary and which may or may not include interviewing candidates.
- Informing the citrus enterprise and the student of the success of the Bursary Fund application by the middle of December of the year preceding the year for which the student has applied for assistance.
- Funding a maximum of 50% of the student's total study fees (including tuition, accommodation, meals, books, research costs, and any other costs directly related to the completion of said qualification) and sourcing the necessary funding.
- Monitoring and reporting to the citrus enterprise on the academic progress of the student.
- Identifying and addressing, with the assistance of the citrus enterprise, any problems that may occur or hamper the students' progress.
- Monitoring and reporting on the vocational learning experiences of the student.
- Providing the student with opportunities for gaining exposure to the citrus industry, where possible and deemed appropriate, and provided that funding can be secured for this purpose.
- Attempting to source an internship grant (if required as part of the student's qualification) or workplace experience grant for the student from the relevant SETA.
- Monitoring the progress of the student during his / her internship or workplace experience.
- Monitoring the employment of the student on completion of his / her qualification.

4. Candidate Identification and Recruitment

Candidates are identified and recruited by the citrus enterprise with the help of community liaison officers and / or strategic partners (if any). Appropriate candidates must:

- Be related to the citrus enterprise as set out in section 2.
- Enter the Citrus Academy Bursary Fund at any stage during secondary school or tertiary education.
- Study towards a qualification that is related to citrus production, and will only be supported in obtaining a qualification that is not directly related to citrus production if that qualification will allow the learner to take up employment in a citrus enterprise.
- Meet the entrance requirements of the academic institution for the course of study that has been selected.
- Be interested in working for the citrus enterprise on the completion of his / her studies.

- Be committed to completing their studies in the prescribed time period and maintaining the performance standards as described below.

After suitable candidates has been identified and recruited, and an appropriate academic institution and qualification has been agreed upon, an application is completed and submitted to the Citrus Academy along with the required supporting documents.

5. Identification of Learning Institutions and Study Course

It is very important that the learning institution and study course are selected in consultation with the candidate, while still meeting the needs of the citrus enterprise. In the next section of this information pack is a list of the agricultural high schools and major agricultural colleges in South Africa with their most relevant qualifications. Please note that these are by no means exhaustive lists. Other institutions that offer similar courses may be selected, while the academic institutions can be contacted to find out what other courses they have on offer.

A list of universities and degree-qualifications has not been included due to space limitations, and neither has alternative institutions, such as those offering distance learning courses. If you should require more information on this, please contact the academic institution of choice directly. The Citrus Academy Bursary Fund manager may also be able to assist in this regard.

Please pay attention to the entrance requirements for the qualification. Candidates that are not accepted for the selected course of study by the academic institution cannot be approved for a bursary.

Note that, in addition to tuition and accommodation fees, provision must be made for books and other incidental expenses, such as transport. The Citrus Academy will fund a maximum of 50% of the total study costs.

6. Bursary Fund Application

The attached special BEE Bursary Support application must be submitted for each of the candidates that have been identified by the citrus enterprise. Applications are to be submitted via fax, email or post.

Please note that the application form available on the website of the Citrus Academy does not contain all the information that is contained in the BEEBS application. If you wish to make use of the web application, please be sure to submit the additional information separately. Alternatively, the BEEBS application form can be downloaded from the website, at www.citrusacademy.org.za, by using the appropriate link.

Every BEEBS application must be accompanied by the following:

- A copy of the candidate's identity document;
- The candidate's most recent academic results;
- References and testimonials of teachers or lecturers if available; and
- A motivation letter from the candidate, describing his / her background in the citrus industry, reasons for further study and how he / she will benefit the citrus enterprise and the broader citrus industry on the completion of his / her studies.

Applications for a specific academic year closes on the **last day of September** of the preceding year and no late applications will be considered. Once the date of applications has closed, the Citrus Academy verifies and assesses the application and may deem it necessary to interview the candidate. The citrus enterprise and the learner will be informed of the outcome of the application by no later than the middle of December of the same year.

7. Agreement between Citrus Enterprise and Student

The learner must have a beneficiary agreement with the citrus enterprise that the learner is linked with. The agreement between the learner and the citrus enterprise must be similar to that described in clause 7 of the Bursary Fund Policy, and must not be contradictory to any of the stipulations of the policy document. The agreement includes a Code of Conduct that the student is expected to sign and adhere to. A sample Memorandum of Agreement that can be used for this purpose is included in this information pack.

8. Registrations and Enrolments

It is the responsibility of the student, with the assistance of the citrus enterprise, to apply to the academic institution of choice. Please contact the academic institution to find out when their application deadline is.

In most cases applications close before the middle of December, this being the earliest date on which confirmation can be given of whether an application to the Citrus Academy Bursary Fund has been successful. It is advisable to submit an application to the selected academic institution, even if confirmation has not yet been received of the success of the application to the Citrus Academy. While it is possible to cancel an application to an academic institution after it has been submitted, it is very difficult to get a late application admitted.

It is furthermore the responsibility of the student, with the assistance of the citrus enterprise, to register or enrol at the academic institution for the selected course. Please ensure that you are aware of the registration or enrolment procedures of that institution. The Citrus Academy will provide the student, citrus enterprise and / or academic institution with a letter confirming the details of the bursary that has been allocated to the student.

9. Monitoring and Support

Once the student commences his / her studies, the Citrus Academy and citrus enterprise monitor the student's progress, and provide the student with support if and when required.

The student submits academic results to the Citrus Academy after every exam, and informs the Academy of any other relevant matters. The Academy reports to the citrus enterprise on the progress that the student is making. The student is expected to maintain the following performance standards:

- Maintain a minimum D-average
- Not fail any main subject outright
- Not be guilty of misconduct or act in contravention of the rules of the academic institution
- Adhere to the stipulations of the code of conduct

If any of the above performance standards are not maintained, financial support to the learner shall be terminated forthwith and the citrus enterprise will be liable to refund the Academy for funds already transferred.

During the period of study, the student spends vacations gaining practical experience by working at the citrus enterprise, or at another company within or related to the citrus industry that is designated by the citrus enterprise for this purpose.

On completion of his / her studies, the student is employed by the citrus enterprise and will work at the enterprise for at least the same number of years for which the student received financial support from the enterprise and the Citrus Academy.

If the student should wish to terminate his / her employment with the enterprise before the end of this period, or if the student does not wish to take up employment at the citrus enterprise, the student will be liable for repaying the full amount of financial support received over the period of his / her studies to the citrus enterprise, who will in turn be liable for refunding the Citrus Academy the amount that it contributed.

Agricultural High Schools		
School	Location	Contact Details
Augsburg Agricultural Gymnasium	Clanwilliam, Western Cape	Tel: 027-482-2122
Bekker Agricultural High School	Magaliesburg, North West	Tel: 014-577-5936
Boland Agricultural High School	Paarl, Western Cape	Tel: 021-869-8143
Harry Oppenheimer Agricultural High School	Limburg, Limpopo	Tel: 015-426-0006
Hendrik Potgieter Agricultural High School	Reddersburg, Free State	Tel: 051-553-0129
Jacobsdal Agricultural High School	Jacobsdal, Free State	Tel: 053-050-9392
Kgotso Agricultural Secondary School	Hoopstad, Free State	Tel: 053-444-1231
Kroonstad High School	Kroonstad, Free State	Tel: 056-212-4551
Kuschke Agricultural High School	Eerstegoud, Limpopo	Tel: 015-225-8902
Marlow Agricultural High School	Cradock, Eastern Cape	Tel: 048-881-3121
Martin Oosthuizen Agricultural High School	Kakamas, Northern Cape	Tel: 054-431-0884
Merensky High School	Tzaneen, Limpopo	Tel: 015-305-3901
Middelburg High School	Middelburg, Mpumalanga	Tel: 013-282-7393
Morgenson Landbou Akademie	Morgenzon, Mpumalanga	Tel: 017-793-3089
P H Moeketsi Agricultural High School	Taung, North West	Tel: 053-994 1847
Nampo Agricultural Secondary School	Bothaville, Free State	Tel: 056-515-3951
Niekerksrus Agricultural High School	Viljoenskroon, Free State	Tel: 056-343-0149
Northern Cape Agricultural High School	Jan Kempdorp, Northern Cape	Tel: 053-465-0424
Oakdale Agricultural High School	Riversdale, Western Cape	Tel: 028-713-2549
Phandulwazi Agricultural High School	Alice, Eastern Cape	Tel: 062-122-0337
Seotlong Agricultural School	Witsieshoek, KwaZulu-Natal	Tel: 058-714-0127
Settlers Agricultural High School	Settlers, Mpumalanga	Tel: 014-730-1800
Suikerland Agricultural High School	Malelane, Mpumalanga	Tel: 013-790-1191
Umzimvelo Agricultural School	Ermelo, Mpumalanga	Tel: 017-819-5820
Unicom High School	Tweespruit, Free State	Tel: 051-963-0013
Weston Agricultural High School	Moorriver, KwaZulu-Natal	Tel: 033-263-1328
Winterberg Agricultural High School	Fort Beaufort, Eastern Cape	Tel: 046-555-0005

Agricultural Colleges/Universities				
Name	Location	Contact Details	Qualification	Duration

Agricultural Colleges/Universities				
Cedara College	Pietermaritzburg, KwaZulu-Natal	Tel: 033-355-9304	N Dip Agriculture	3 years
Elsenburg Agricultural College	Stellenbosch, Western Cape	Tel: 021-808-7700	N Dip Agriculture	3 years
			B Agriculture	3 years
University of Mpumalanga	Nelspruit, Mpumalanga	Tel: 013-002-0049	N Dip Agriculture (Plant Production)	3 years
NMMU	Port Elizabeth, Eastern Cape	Tel: 041-504-1111	N Dip Agricultural Management	3 years
			B Tech Agricultural Management	1 year (plus N Dip)
Owen Sithole College	Eshowe, KwaZulu-Natal	Tel: 035-795-1345	N Dip Agriculture (Plant Production)	3 Years
Potchefstroom College of Agriculture	Potchefstroom, North West Province	Tel:018-299-6608	N Dip Agriculture	3 Years
Boland College	Worcester, Western Cape	Tel: 021-886-7111	N Cert Farming Management	2 Years
University of Fort Hare	Alice, Eastern Cape	Tel: 040-602-2011	B Agric BSc Agric	3 years
Fort Cox College of Agriculture	Kingwilliamstown, Eastern Cape	Tel: 040-653-8033	N Dip Agric N Dip Agribusiness	3 years
Stellenbosch University	Stellenbosch, Western Cape	Tel: 021-808-9111	BSc Agric	4 years
University of Pretoria	Pretoria, Gauteng	Tel: 012-420-3111	BSc Agric	4 years
University of Free State	Bloemfontein, Free State	Tel: 051-401-2212	B Agric	3 years
University of KwaZulu-Natal	Pietermaritzburg, KwaZulu-Natal	Tel: 033-260-5111	BSc Agric	4 years

Memorandum of Understanding

between

CITRUS ACADEMY
(Reg. No. 2007/012300/08)
(hereinafter referred to as the "Citrus Academy")

and

Citrus Enterprise Name

Registration Number
(hereinafter referred to as the "Enterprise")

1. Interpretation

1.1. In this agreement and the schedules, unless inconsistent with or otherwise indicated by the context, the following words shall bear the meanings assigned to them hereunder:

1.1.1. **Citrus Academy** shall mean the Section 21 company with the registration number CK2007/01230008 operating as a non-profit organisation with the objective of enabling skills development in the citrus industry.

1.1.2. **Enterprise** shall mean:

Name of Citrus Enterprise: _____

Type of Enterprise: _____
(private company, closed corporation, trust, cooperative, etc.)

Registration Number: _____

Main Business: _____

1.1.3. **Learner** shall mean the natural person whose name and identity number is reflected on the schedule of approved bursaries, as authorised by the Citrus Academy.

1.1.4. **Bursary Fund** shall mean the bursary fund managed by the Citrus Academy.

1.1.5. **Academic Institution** shall mean the secondary or tertiary education institution, registered with the Department of Higher Education, SAQA or the CHE as required, where the Learner is receiving his / her education.

1.1.6. **Bursary** shall mean an amount of money, as determined by the Citrus Academy, to be paid to or on behalf of the Learner to be used towards Study Costs.

1.1.7. **Study Costs** shall include tuition fees, accommodation fees, research costs, texts books, travel costs directly related to the Learner’s studies, equipment costs, and other costs that are agreed upon between the Citrus Academy, the Enterprise and the Learner. Neither the Enterprise nor the Citrus Academy shall be liable for any ancillary expenses incurred by the Learner other than those detailed in this agreement.

1.1.8. **Course** shall mean a school grade, degree, diploma or certificate course, registered with SAQA or another relevant authority, as provided by the Academic Institution in accordance with the rules of such a course.

1.1.9. **Company** shall mean any company that the Enterprise at its discretion has identified as suitable for the vacation work, internships or employment that the Learner is obligated to undertake in terms of this agreement.

1.1.10. **Agreement** shall refer to this agreement and the words **clause** and **clauses**, and **schedule** and **schedules** shall refer to clauses and schedules of and to this agreement.

1.2. In this agreement and the schedules, unless the context clearly indicates a contrary intention,

1.2.1. Words importing the singular shall include the plural, and vice versa;

1.2.2. A reference to any one gender shall include the other gender;

1.2.3. A reference to a natural person shall include a body corporate, closed corporation, firm or association, and vice versa; and

1.2.4. Cognate expressions shall bear corresponding meanings.

- 1.3. The headings to the clauses of this agreement are included for reference purposes only, and shall not affect the interpretation of the provision to which they relate.

2. Scope

- 2.1. The Citrus Academy provides bursaries to selected Learners who study towards qualifications to enable them to work in the citrus industry.
- 2.2. The Enterprise wishes to recruit and support qualifying Learner(s) for studying a Course at an Academic Institution with the intention that the Learner(s) will be employed by the Enterprise on completion of their studies.
- 2.3. The Learner will be allocated a Bursary to cover his / her Study Costs.
- 2.4. The Bursary will be administrated, managed, and partly funded, to a maximum of 50%, by the Citrus Academy and the Learner will be taken onto the Citrus Academy Bursary Fund for this purpose.
- 2.5. The Enterprise will identify and recruit Learners, assist them with their applications to the Citrus Academy Bursary Fund, fund the remainder of the Bursary, assist them with their application to and registration with the selected Academic Institution for the selected Course, provide the Learner with opportunities for vocational learning, and employ the Learner on completion of his / her studies.
- 2.6. This agreement sets out the respective duties and obligations of the Citrus Academy and the Enterprise.

3. Period of Agreement

- 3.1. Despite the date of signature of this agreement, it commences on _____ and, subject to the other provisions of this agreement, will continue for an indefinite period, unless terminated due to breach of contract or by mutual agreement, provided that notice is given by the relevant party of the intention to terminate not less than 3 (three) months before the termination comes into effect.

4. Obligations of the Enterprise

The Enterprise shall:

- 4.1. Identify and recruit candidate Learners, according to the selection criteria as defined in clause 6;
- 4.2. Assist candidate Learners in identifying the appropriate Academic Institution and Course, ensuring that the student meets the entry requirements for the Course;
- 4.3. Assist the candidate Learner in completing the prescribed BEE Bursary Support (BEEBS) application, gathering the required documentation, and submitting the application with the supporting documentation to the Citrus Academy;
- 4.4. Assist the Learner in registering / enrolling at the selected Academic Institution for the selected Course;
- 4.5. Provide the Citrus Academy with proof of registration / enrolment;
- 4.6. Fund a minimum of 50% of the Bursary that has been approved by the Citrus Academy for the Learner;
- 4.7. Assist the Citrus Academy in monitoring the progress of the Learner and address challenges that may arise;

- 4.8. Provide the Learner with opportunities to gain vocational learning experiences, through taking part in vacation work and an internship, if required by the qualification;
- 4.9. Provide the Learner with employment after the completion of his / her studies;
- 4.10. Refund to the Citrus Academy the portion of study fees the Citrus Academy contributed to the Learner's Bursary(s) should he / she not complete his / her qualification successfully.

5. Obligations of the Citrus Academy

The Citrus Academy shall:

- 5.1. Assist the Enterprise in the execution of its responsibilities with information and advice, where required;
- 5.2. Assess submitted BEE Bursary Support (BEEBS) applications, in which ever way it may deem necessary and which may or may not include interviewing candidate Learners;
- 5.3. Inform the Enterprise and the Learner of the success of the application by the middle of December of the year preceding the year for which the Learner applied for a Bursary;
- 5.4. Fund a maximum of 50% of the Bursary that has been approved for the Learner;
- 5.5. Manage the payment of fees to the Academic Institution, the Learner and / or any other party that provides services or goods directly related to the Learner's studies, in accordance with the Bursary that has been approved for the Learner and on submission of the required invoices or other documentation, and on receipt of the funding that the Enterprise is responsible for in terms of clause 4.6;
- 5.6. Monitor and report to the Enterprise on the academic progress of the Learner;
- 5.7. Identify and address, with the assistance of the Enterprise, any problems that may occur or hamper the Learner's progress;
- 5.8. Monitor and report on the vocational learning experiences of the Learner;
- 5.9. Provide the Learner with opportunities for gaining exposure to the citrus industry, where possible and deemed appropriate, and provided that funding can be secured for this purpose;
- 5.10. Attempt to source an internship grant (if an internship is required as part of the Learner's Course) or workplace experience grant for the Learner from the relevant SETA;
- 5.11. Monitor the progress of the Learner during his / her internship or workplace experience;
- 5.12. Monitoring the employment of the Learner on completion of his / her qualification.

6. Selection Criteria

- 6.1. Candidate Learners are identified and recruited by the Enterprise with the help of community liaison officers and / or strategic partners (if any).
- 6.2. Appropriate candidate Learners must:
 - 6.2.1. Be related to the Enterprise as:
 - 6.2.1.1. Direct owner or part-owner;
 - 6.2.1.2. Immediate family member of direct owner or part-owner;
 - 6.2.1.3. Beneficiary or member of trust that is the owner or part-owner;

- 6.2.1.4. Employee or potential employee;
- 6.2.1.5. Member of community that have benefited from land restitution and that are owner or part-owner.
- 6.2.2. Enter the Bursary Fund at the start of grade 8 or grade 10, or at the start of or during tertiary education;
- 6.2.3. Study a Course that is related to citrus production, providing that a Learner may be supported for a Course that is not directly related to citrus production if that Course will allow the Learner to take up employment in the Enterprise;
- 6.2.4. Meet the entrance requirements of the Academic Institution for the Course;
- 6.2.5. Be interested in working for the Enterprise on the completion of his / her studies;
- 6.2.6. Be committed to completing his / her Course in the prescribed time period and maintaining the performance standards as agreed upon between the Learner and the Enterprise.

7. **Breach**

- 7.1. If any party commits a material breach of this agreement and fails to remedy such breach within a period of 14 (fourteen) days from receiving written notice requiring the breach to be remedied, the party giving notice shall be entitled, at its sole discretion, either to cancel this agreement and claim damages from the defaulting party, or alternatively to claim specific performance in respect of the defaulting party's obligations, whether or not such obligations have fallen due for performance.
- 7.2. Despite what is set out above, the Enterprise shall be entitled to summarily terminate this agreement in the following circumstances:
 - 7.2.1. If the Enterprise fails to pay the funding for which it is responsible as described in clauses 4.6 and **Error! Reference source not found.** on or before the agreed on dates;
 - 7.2.2. If the Enterprise fails to provide vocational training opportunities or permanent employment to the Learner.

8. **Notice**

- 8.1. The parties to this agreement select as their respective *domicilia citandi et executandi* the physical addresses as set out below, and for the purpose of servicing notices provided for or required under this agreement, the following contact details:

The Citrus Academy

Physical Address: Suite 8
22 On Main
Gilletts
KwaZulu-Natal

Postal Address: P.O. Box 461
Hillcrest
3650

Telephone Nr: (031) 765-3410

Fax Nr: 086-546-7808

Email Address: candice@citrusacademy.org.za

The Enterprise: _____

Physical Address: _____

Postal Address: _____

Telephone Nr: _____

Fax Nr: _____

Email Address: _____

or other such addresses, email addresses, telephone numbers, or fax numbers as may be substituted by giving notice to the other party in the manner provided for herein. Any of the parties shall be entitled to change its *domicillium* to any other address which is not a post office box or *poste restante*.

- 8.2. Any notice addressed to a party shall be sent by prepaid registered post, or delivered by hand, or sent by fax, or sent by email.
- 8.3. Any notice shall be deemed to have been given and received:
 - 8.3.1. If posted by prepaid registered post, 14 (fourteen) days after the date of posting thereof;
 - 8.3.2. If delivered by hand during business hours on a business day, on the day of delivery;
 - 8.3.3. If sent by fax, on the day of sending of such fax provided that a delivery report is retained and providing that such a day is a business day, failing which on the next business day;
 - 8.3.4. If sent by email, on the date of sending of such email provided that a delivery report is retained and providing that such a day is a business day, failing which on the next business day.

9. Whole Agreement

- 9.1. This agreement constitutes the whole of the agreement between the parties hereto relating to the subject matter hereof and, save as otherwise provided herein, no amendment, alteration, addition, variation or consensual cancellation shall be of any force or effect unless reduced to writing and signed by the parties hereto or their duly authorised representatives.
- 9.2. The parties agree that no other conditions, warranties or representations, whether oral or written, whether express or implied, and whether by statute or otherwise, shall apply hereto.

10. Waiver

- 10.1. No waiver of any of the terms and conditions of this agreement shall be binding or effectual for any purpose unless expressed in writing and signed by the party hereto allowing the waiver, and such waiver shall be effective only in the specific instance and for the purpose given.
- 10.2. No failure or delay on the part of either party hereto 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 under this agreement.

Signed at _____ on this the ____ day of _____ 20__

Witnesses:

1. _____

for and on behalf of the **Enterprise** who, by his / her signature warrants that he / she is duly authorised thereto

2. _____

Full Names: _____

Contact Number: _____

Signed at _____ on this the ____ day of _____ 20__

Witnesses:

1. _____

For and on behalf of the **Citrus Academy** who, by his / her signature warrants that he / she is duly authorised thereto

2. _____

Full Names: _____

Contact Number: _____

Memorandum of Agreement

for

Financial Assistance for Education

between

Citrus Enterprise Name

Registration Number
(hereinafter referred to as the "Enterprise")

and

Learner Name

Identity Number
(hereinafter referred to as the "Learner")

1. Interpretation

1.1. In this agreement and the schedules, unless inconsistent with or otherwise indicated by the context, the following words shall bear the meanings assigned to them hereunder:

1.1.1. **Enterprise** shall mean:

Name of Citrus Enterprise: _____

Type of Enterprise: _____
(private company, closed corporation, trust, cooperative, etc.)

Registration Number: _____

Main Business: _____

1.1.2. **Learner** shall mean the natural person whose name and identity number is reflected on the first page of this agreement.

1.1.3. **Citrus Academy** shall mean the Section 21 company with the registration number CK2007/01230008 operating as a non-profit organisation with the objective of enabling skills development in the citrus industry.

1.1.4. **Academic Institution** shall mean the secondary or tertiary education institution, registered with the Department of Higher Education, SAQA or the CHE as required, where the Learner is receiving his / her education.

1.1.5. **Bursary** shall mean an amount of money, as determined by the Citrus Academy, to be paid to or on behalf of the Learner and that is to be used towards the Learner’s Study Costs.

1.1.6. **Study Costs** shall include tuition fees, accommodation fees, research costs, texts books, travel costs directly related to the Learner’s studies, equipment costs, and other costs that are agreed upon between the Citrus Academy, the Enterprise and the Learner. Neither the Enterprise nor the Citrus Academy shall be liable for any ancillary expenses incurred by the Learner other than those detailed in this agreement.

1.1.7. **Course** shall mean a school grade, degree, diploma or certificate course, registered with SAQA or another relevant authority, as provided by the Academic Institution in accordance with the rules of such a course.

1.1.8. **Company** shall mean any company that the Enterprise at its discretion has identified as suitable for the vacation work, internships or employment that the Learner is obligated to undertake in terms of this agreement.

1.1.9. **Agreement** shall refer to this agreement and the words **clause** and **clauses**, and **schedule** and **schedules** shall refer to clauses and schedules of and to this agreement.

1.2. In this agreement and the schedules, unless the context clearly indicates a contrary intention,

1.2.1. Words importing the singular shall include the plural, and vice versa;

1.2.2. A reference to any one gender shall include the other gender;

1.2.3. A reference to a natural person shall include a body corporate, closed corporation, firm or association, and vice versa; and

1.2.4. Cognate expressions shall bear corresponding meanings.

- 1.3. The headings to the clauses of this agreement are included for reference purposes only, and shall not affect the interpretation of the provision to which they relate.

2. Scope

- 2.1. The Enterprise hereby agrees to provide a Bursary to the Learner for the academic year as indicated in clause 3, which Bursary the Learner acknowledges is in respect of a Course to be undertaken by the Learner at the Academic Institution subject to the terms and conditions contained herein.
- 2.2. It is acknowledged that the Bursary is administrated, managed, and partly funded by the Citrus Academy and that the Learner is taken onto the Citrus Academy Bursary Fund for this purpose.
- 2.3. The Learner agrees to accept such Bursary on the terms and conditions contained herein.

3. Period of Agreement

- 3.1. Notwithstanding the date of signature of this Agreement, this agreement shall endure for the Learner’s period of study at the Academic Institution, and subject to the Learner maintaining the performance standards as set out in clause 4, the period of study being:

Date of Commencement: _____

Date of Termination: _____

- 3.2. Save for clauses 7.2 to 7.3 which shall remain in force until the Learner has completed the period of work in the citrus industry that he / she is required to complete in terms of this agreement, this Agreement shall automatically terminate on the date of termination.
- 3.3. This Agreement shall be renewed at the absolute discretion of the Enterprise subject to the terms and conditions contained herein. The Learner shall apply for a Bursary for the following academic year in the prescribed manner. The Enterprise reserves the right to accept or reject an application for on-going support at its discretion.

4. Performance Standards

- 4.1. The Learner shall maintain the following performance standards:
 - 4.1.1. Maintain a minimum D-average;
 - 4.1.2. Not fail any main subject outright;
 - 4.1.3. Not be guilty of misconduct or act in contravention of rules of the Academic Institution;
 - 4.1.4. Comply with the Code of Conduct, attached hereto as Appendix A.
- 4.2. The Enterprise hereby empowers the Citrus Academy to requisition the academic records of the Learner at any time and at its sole discretion to verify that performance standards are maintained.
- 4.3. The Learner shall, where required, do all things necessary to assist the Citrus Academy to obtain a copy of his / her academic record, and for this purpose herewith authorises the Academic Institution to release any and all of the Learner’s academic records to the Enterprise and / or the Citrus Academy.
- 4.4. Failure on the part of the Learner to meet any of the required performance standards shall result in immediate termination of this agreement. From the date the agreement is terminated, no further funds shall be paid to or on behalf of the Learner as a Bursary, the Bursary that has already been paid to or on behalf of the Learner, shall be reimbursed to the Enterprise by the Learner in terms of clause 7.3.

5. Bursary

5.1. The Bursary that has been allocated to the Learner is set out below. The funds will be paid to or on behalf of the Learner and will be applied only for the stated purpose(s).

Purpose	Amount
Tuition fees	
Accommodation fees	
Research costs	
Text books	
Other costs (specify: _____)	
Total	

5.2. Total amount in words: _____

5.3. The Bursary will be funded as follows:

Funding Source	Amount
Enterprise	
Citrus Academy	
Total	

5.4. The Bursary will be paid in no less than 2 (two) payments, in accordance with the requirements of the Academic Institution, and by the Citrus Academy as part of its administrative duties.

6. Obligations of the Enterprise

The Enterprise shall:

- 6.1. Ensure that the Bursary is paid to or on behalf of the Learner by the Citrus Academy as described in clause 5.4.
- 6.2. If required, instruct the Citrus Academy to provide to the Academic Institution a letter of undertaking or a guarantee with regard to funds allocated but not yet paid.
- 6.3. Employ the Learner for any prescribed period of vacation work, or alternatively, at the discretion of the Enterprise, place the Learner at a suitable Company for this purpose.
- 6.4. In the event of the Learner's Course requiring a period of vocational training, employ the Learner for the duration of the Learner's prescribed vocational training.
- 6.5. Employ the Learner on completion of his / her Course.

7. Obligations of the Learner

7.1. The Learner shall:

- 7.1.1. Remain a member of the Citrus Academy Bursary Fund and under no circumstances conduct himself / herself in a manner that may cause them to be dismissed from the Bursary Fund.
- 7.1.2. Study the Course at the Academic Institution as applied for and approved by the Enterprise, being:

Course: _____

Academic Institution: _____

Academic Year: _____

- 7.1.3. If the Learner wishes to change the Course during the year for which the Enterprise has allocated the Bursary to the Learner, the Bursary shall be cancelled. The Learner may submit a new Bursary application;
 - 7.1.4. Comply with the performance standards as detailed in clause 4;
 - 7.1.5. Comply with the Code of Conduct, attached hereto as Appendix A;
 - 7.1.6. Comply with such rules and regulations as laid down by the Academic Institution for the attainment and completion of the Course;
 - 7.1.7. Provide to the Enterprise, through the Citrus Academy, such progress reports as and when requested by the Citrus Academy from time to time;
 - 7.1.8. Not accept any other bursary or sponsorship from a third party without the prior written consent of the Enterprise;
 - 7.1.9. Render services in line with the Learner's studies, to the Enterprise or to a Company nominated by the Enterprise for this purpose, during Academic Institution vacations for a period of no less than 4 (four) weeks in total during each year of study, should the Enterprise require the Learner to do so, and under such conditions as the Enterprise may impose upon the Learner;
 - 7.1.10. Enter employment with the Enterprise on completion of his / her studies;
 - 7.1.11. Remain employed at the Enterprise for a period not shorter than the period for which he / she received a Bursary or Bursaries from the Enterprise;
 - 7.1.12. Inform the Enterprise if, at any time, the Learner intends to take up a position of permanent or temporary employment at any other company;
 - 7.1.13. In the event of the Learner's Course requiring a period of vocational training, take up employment with the Enterprise, comply with the terms and conditions of his / her employment, and complete his / her vocational training;
 - 7.1.14. This period of vocational training will contribute to the fulfilment of the obligation of the Learner as laid out in clause 7.1.11;
 - 7.1.15. Keep the Enterprise and the Citrus Academy informed of any changes in the Learner's circumstances that might impact on his / her ability to perform his / her obligations under this agreement;
 - 7.1.16. Immediately inform the Enterprise and the Citrus Academy of any changes in his / her contact details, physical or postal address.
- 7.2. In the event of the Learner:
- 7.2.1. Refusing to take up employment with the Enterprise after completion of the Learner's Course, the Learner will be obligated to repay to the Enterprise the full amount of the Bursary paid to or on behalf of the Learner as set out in clause 5;
 - 7.2.2. Failing to remain employed by the Enterprise for the full period as defined in clause 7.1.11, the Learner will be required to repay to the Enterprise the portion of the Bursary as set out in clause 5 corresponding to the period the Learner failed to fulfil his / her

obligations, meaning that if the Learner has only worked half of the required period, and therefore fails to fulfil half of his / her obligation, the Learner shall be required to repay half the Bursary;

7.2.3. Failing to successfully complete the Course for which the Bursary was allocated, including any period of vocational training, the Learner shall be required to repay to the Enterprise the full amount of the Bursary paid to the Learner as set out in clause 5;

7.2.4. Failing to maintain the performance standard as set out in clause 4, repay to the Enterprise the full amount of the Bursary paid to the Learner as set out in clause 5.

7.3. In case of a reimbursement from the Learner becoming due and payable in terms of clause 7.2 and its sub-clauses, the Learner shall reimburse the Enterprise the amount due in twelve equal monthly instalments without interest being levied on the amount owing, with the first instalment becoming payable on a date no later than three months after the termination of this agreement, as agreed upon between the Enterprise and the Learner. The full amount owing by the Learner shall become due and payable if any instalment is not paid or not paid in full in the manner agreed between the parties, in which case interest shall become payable at the prime rate from time to time on the outstanding amount, which interest shall be levied from the day on which the last full instalment was paid.

8. Breach

8.1. If any party commits a material breach of this agreement and fails to remedy such breach within a period of 14 (fourteen) days from receiving written notice requiring the breach to be remedied, the party giving notice shall be entitled, at its sole discretion, either to cancel this agreement and claim damages from the defaulting party, or alternatively to claim specific performance in respect of the defaulting party's obligations, whether or not such obligations have fallen due for performance.

8.2. Despite what is set out above, the Enterprise shall be entitled to summarily terminate this agreement in the following circumstances:

8.2.1. If the Learner fails to achieve the performance standards set out in clause 4;

8.2.2. If the Learner fails to complete the prescribed period of required vacation work or vocational training;

8.2.3. If the Learner fails to take up employment with the Enterprise or fails to remain employed by the Enterprise for the prescribed period.

9. Acknowledgement

9.1. The Learner acknowledges that there is no employment relationship between himself / herself and the Enterprise while the Learner is studying fulltime, unless an independent contract of employment exists between the Learner and the Enterprise.

10. Notice

10.1. The parties to this agreement select as their respective *domicillia citandi et executandi* the physical addresses as set out below, and for the purpose of servicing notices provided for or required under this agreement, the following contact details:

The Enterprise: _____

Physical Address: _____

Initial here:

Postal Address: _____

Telephone Nr: _____

Fax Nr: _____

Email Address: _____

The Learner: _____

Physical Address: _____

Postal Address: _____

Telephone Nr: _____

Fax Nr: _____

Email Address: _____

or other such addresses, email addresses, telephone numbers, or fax numbers as may be substituted by giving notice to the other party in the manner provided for herein. Any of the parties shall be entitled to change its *domicillium* to any other address which is not a post office box or *poste restante*.

10.2. Any notice addressed to a party shall be sent by prepaid registered post, or delivered by hand, or sent by fax, or sent by email.

10.3. Any notice shall be deemed to have been given and received:

10.3.1. If posted by prepaid registered post, 14 (fourteen) days after the date of posting thereof;

10.3.2. If delivered by hand during business hours on a business day, on the day of delivery;

10.3.3. If sent by fax, on the day of sending of such fax provided that a delivery report is retained and providing that such a day is a business day, failing which on the next business day;

Initial here:

10.3.4. If sent by email, on the date of sending of such email provided that a delivery report is retained and providing that such a day is a business day, failing which on the next business day.

11. Whole Agreement

11.1. This agreement constitutes the whole of the agreement between the parties hereto relating to the subject matter hereof and, save as otherwise provided herein, no amendment, alteration, addition, variation or consensual cancellation shall be of any force or effect unless reduced to writing and signed by the parties hereto or their duly authorised representatives.

11.2. The parties agree that no other conditions, warranties or representations, whether oral or written, whether express or implied, and whether by statute or otherwise, shall apply hereto.

12. Waiver

12.1. No waiver of any of the terms and conditions of this agreement shall be binding or effectual for any purpose unless expressed in writing and signed by the party hereto allowing the waiver, and such waiver shall be effective only in the specific instance and for the purpose given.

12.2. No failure or delay on the part of either party hereto 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 under this agreement.

Signed at _____ on this the ____ day of _____ 20__

Witnesses:

1. _____

for and on behalf of the
Enterprise who, by his / her
signature warrants that he / she
is duly authorised thereto

2. _____

Name: _____

Contact Number: _____

Signed at _____ on this the ____ day of _____ 20__

Witnesses:

1. _____

Learner

2. _____

Appendix A

Code of Conduct

1. **Objective**

A Learner is bound by the stipulations of the Memorandum of Agreement between him / her and the Enterprise to which he / she is linked to attain high academic standards and fulfil certain occupational obligations. In addition to this, a Learner is expected to behave in an appropriate manner at all times as a representative of the Enterprise.

The intention of this document is to:

- 1.1. Clarify the position of the Enterprise with regard to expected standards of conduct;
- 1.2. Give guidance to the Learner on the required standards of conduct; and
- 1.3. Define breaches of the standard of conduct and the consequences thereof.

2. **Code of Conduct**

A Learner is expected to act honestly, conscientiously and in good faith at all times, with consideration for their responsibilities and the interests of the Enterprise, the Citrus Academy, the citrus industry and fellow students.

This applies to the Learner's behaviour on campus, as well as off campus while engaged in vocational learning or when attending conferences, seminars and the like as delegates of the Enterprise and the Citrus Academy. For the duration of Learner's association with the Enterprise and the Citrus Academy, he / she is required to adhere to the standards of conduct stipulated below.

2.1. **On Campus**

During the academic year if the Learner is involved in full-time studies at his / her Academic Institution, he / she shall focus on his / her academic studies as the first priority at all times. More specifically, the Learner shall:

- 2.1.1. Maintain the academic standards that are required of him / her in terms of this Memorandum of Agreement.
- 2.1.2. Adhere to the policies, procedures, rules and regulations of the Academic Institution.
- 2.1.3. Under no circumstances cheat during exams or in any other way falsify academic records or withhold pertinent information.
- 2.1.4. Under no circumstances commit plagiarism, which means the copying of another person's idea or written work and claiming it as one's own original work. The Learner shall not copy work directly from a written or electronic source without due acknowledgement. Furthermore, the Learner shall not copy the work of another student or allow another student to copy his / her work.
- 2.1.5. Under no circumstances instigate or take part in any disorderly, disruptive or illegal activities, including abuse of alcohol and prescription or non-prescription drugs.
- 2.1.6. Under no circumstances commit or be part of sexual harassment, or any abuse of any kind, including sexual, physical, psychological, and emotional abuse.

- 2.1.7. Under no circumstances discriminate against any other person on the basis of race, gender, age, sexual orientation or religion.
- 2.1.8. Under no circumstances cause damage to property or incur any liability on behalf of the Enterprise or Citrus Academy.

2.2. Off Campus

If the Learner is engaged in vocational learning, such as vacation work, internships or workplace experience, shall:

- 2.2.1. Adhere to all the policies and procedures of the Company at which he / she is employed. Under no circumstances will the Learner perform any tasks in any way that is not in line with the workplace procedures of the Company.
- 2.2.2. Not change any workplace procedure or method without the full knowledge and consent of a duly authorised representative of the Company.
- 2.2.3. Always be present to fulfil their designated functions and obligations whenever required and as directed by a duly authorised representative of the Company, provided that:
 - 2.2.3.1. If the Learner is unable to attend work for whatever reason, including being ill, he / she shall contact their supervisor, or failing that another person in authority, before **10h00** on that particular day to inform them of the reason for non-attendance and of when the Learner will be back at work.
 - 2.2.3.2. If sick leave is taken for a period longer than 3 days, or on a Friday or Monday, the Learner must present a note from a medical doctor stating details of the illness and the prescribed treatment. The Learner must however still contact his / her workplace supervisor before 10h00 on the first day of absence to inform them of the reason for non-attendance and of when the Learner will be back at work.
- 2.2.4. Carry out their duties in an efficient and competent manner, and maintain agreed upon performance standards.
- 2.2.5. Not refuse to perform properly specified duties or to carry out lawful and reasonable instructions of managers and supervisors.
- 2.2.6. Not complain or make any demands with regard to remuneration. The Learner is reminded that he / she is not entitled to any financial rewards while not yet qualified.
- 2.2.7. Not use the property, resources or funds of the Company, Enterprise or Citrus Academy for other than authorised purposes. This includes telephone, fax and internet facilities.
- 2.2.8. Not use a cellular phone to make or receive personal calls during working hours.
- 2.2.9. Not have unauthorised possession of or remove property belonging to the Company, Enterprise or any other employees.
- 2.2.10. Respect the privacy of individuals and use confidential information only for the purposes for which it was intended.
- 2.2.11. Not assault, confront or threaten any employee of the company, or in any way get involved in labour conflicts. This includes the use of insulting and derogatory language.
- 2.2.12. Not deliberately or recklessly act or fail to act in a manner resulting in a safety risk and / or serious damage or financial loss to the Company, Enterprise or Citrus Academy.
- 2.2.13. Under no circumstances be under the influence of alcohol or non-prescription drugs during working hours.

- 2.2.14. Under no circumstances instigate or take part in any disorderly, disruptive or illegal activities.
- 2.2.15. Under no circumstances commit or be part of sexual harassment, or any abuse of any kind, including sexual, physical, psychological, and emotional abuse.
- 2.2.16. Under no circumstances discriminate against any other person on the basis of race, gender, age, sexual orientation or religion.

2.3. Delegations

Learners who are chosen to represent the Enterprise and Citrus Academy at conferences, seminars or any other public event, are subject to the provisions set out in clause 2.1, and shall also:

- 2.3.1. Actively participate in workshops and activities, and make an effort to network with fellow delegates.
- 2.3.2. Always be accompanied by a chaperone.
- 2.3.3. Strictly adhere to the itinerary provided.
- 2.3.4. Never leave the premises without prior written consent of the Citrus Academy management and the appointed chaperone.
- 2.3.5. Respect the property and dignity of their hosts.
- 2.3.6. Not engage in any after-hours activities which will bring the name of the Enterprise and / or Citrus Academy into disrepute.

3. Breaches of the Code of Conduct

If the Learner is found to have contravened one or more of the obligations set out above, disciplinary action will be taken. Please note that the obligations as set out in clause 2 is by no means an exhaustive list of responsibilities and disciplinary action can be taken against a Learner for any cause recognised as sufficient by law.

3.1. Disciplinary Actions

The nature of the disciplinary action taken against a Learner that is found guilty of misconduct is entirely at the discretion of the Enterprise in consultation with the Citrus Academy and will depend on the nature of the misconduct, and may be in the nature of:

- 3.1.1. In the case of less serious offences, a verbal warning where after the Learner will be given the opportunity to correct his / her behaviour.
- 3.1.2. Informing the parent of guardian of the Learner of the nature of the misconduct and of the possible consequences.
- 3.1.3. A final written warning after a first offence, where after the Learner will be summarily dismissed from the Citrus Academy Bursary Fund if found guilty of any subsequent misconduct, which will result in the cancellation of this agreement.
- 3.1.4. Compensation and / or reparation by the Learner for any damage caused by his / her actions.
- 3.1.5. Summarily dismissal from the Bursary Fund, at which time clause 6.2 of the Memorandum of Agreement of which this document is an Appendix, will come into effect.

3.2. Procedure

The procedure used to determine the culpability of the Learner and the seriousness of the misconduct will be entirely at the discretion of the Enterprise in consultation with the Citrus Academy Bursary Fund manager and may include the following steps:

- 3.2.1. A written report will be obtained on the alleged misconduct from the Company or Academic Institution in order to ascertain all relevant details.
- 3.2.2. Verbal and / or written communication will be initiated with the Learner and his / her parent or guardian regarding the details of the alleged misconduct by the Learner.
- 3.2.3. The Learner will be given an opportunity to provide information and / or evidence in his / her defence.
- 3.2.4. If the Company or Academic Institution institutes disciplinary action against the Learner, any further action will be suspended until the outcome of this action is known.
- 3.2.5. If the veracity of the allegations cannot be determined through the above steps, a disciplinary hearing will be held, as follows:
 - 3.2.5.1. Representatives of the Company or Academic Institution will be invited to provide details and evidence of the alleged misconduct.
 - 3.2.5.2. The Learner will be allowed to call witnesses and / or present evidence in his / her defence. The Learner may also choose to have a legal representative and / or an interpreter present at the hearing.
 - 3.2.5.3. All parties will be informed at least 14 days in advance of the date, time and place of the hearing.
 - 3.2.5.4. The hearing will be chaired by an independent arbiter who the parties will agree on in advance.
 - 3.2.5.5. The chairperson of the disciplinary hearing will consider all evidence before him / her and announce his / her verdict within 7 days after the disciplinary hearing.
 - 3.2.5.6. The outcome of the hearing will be final.
- 3.2.6. Should the Learner be found guilty, the Enterprise and Citrus Academy will issue a final warning letter detailing the misconduct, expected reparation and consequences if a subsequent breach should occur.
- 3.2.7. Should the Learner be found guilty of more serious misconduct, or should the seriousness of the offence result in the Learner being dismissed or suspended by the Company or Academic Institution, the Enterprise and Citrus Academy will issue a letter to the Learner informing him / her of the dismissal from the Bursary Fund.

4. Conclusion

Last but not least, Citrus Academy Bursary Fund students are encouraged to live their lives by the Entrepreneurs Creed:

**I do not choose to be a common person. It is my right to be uncommon – if I can.
I seek opportunity – not security.
I do not wish to be a kept citizen, humbled and dulled by having the state look after me.
I want to take the calculated risk, to dream and to build, to fail and to succeed.
I refuse to barter incentive for a dole.
I prefer the challenges of life to the guaranteed existence,
and the thrill of fulfilment to the stale calm of Utopia.
I will not trade my freedom for beneficence or my dignity for a handout.**

I will never cower before any earthly master nor bend to any threat.

**It is my heritage to stand erect, proud and unafraid, to think and act for myself, to enjoy the benefit of my creations and to face the world boldly and say:
"This, with God's help, I have done."**

All this is what it means to be an entrepreneur.