

Citrus Academy Bursary Agreement

Memorandum of Agreement

for

Financial Assistance for Tertiary Education

between

Citrus Academy

(Reg. No. CK2007/01230008)

(hereinafter referred to as the "Citrus Academy")

and

Name

Identity Number

(hereinafter referred to as the "Learner")

1. Interpretation

- 1.1. In this agreement and its appendices and schedules, if any, 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. **Learner** shall mean a natural person, contrary to the provisions of 1.2.3 hereof, whose name and identity number is reflected on the first page of this agreement.
- 1.1.3. **Learning Institution** shall mean a tertiary education institution where the Learner intends to or is receiving his / her education, approved by the Citrus Academy and subject to clauses 4.1.1 and 4.1.2 hereof.
- 1.1.4. **Bursary** shall mean an amount of money to be paid by the Citrus Academy in its sole discretion to or on behalf of a Learner towards Study Costs for a Course in terms of this Agreement and specifically subject to and in terms of clause 2 hereof.
- 1.1.5. **Study Costs** may include tuition fees, accommodation fees, research costs, texts books, travel costs and equipment costs (and other costs that are agreed upon between the Citrus Academy and the Learner). The Citrus Academy shall not be liable for any expenses incurred by the Learner other than those detailed in this agreement.
- 1.1.6. **Course** shall mean a registered degree, diploma or certificate course as provided by the Learning Institution in accordance with the rules of such a course and as approved by the Citrus Academy.
- 1.1.7. **Academic Year** shall mean one year of the Course that is to be or is being undertaken by the Learner, and shall always be within one calendar year from January to and including December.
- 1.1.8. **Employer** shall mean any entity that the Citrus Academy at its discretion has identified as suitable for the vacation work, internships or employment that the Learner is obligated or wishes to undertake in terms of this agreement and / or as required by the Learning Institution.
- 1.1.9. **Agreement** shall refer to this agreement and the words clause and clauses, schedule and schedules, and appendix and appendices shall refer to clauses, schedules and appendices, if any, of and to this agreement.
- 1.2. In this agreement and the schedules and appendices, if any, 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. The Bursary

- 2.1. The Citrus Academy hereby, subject to the terms and conditions of this agreement, agrees to provide a Bursary to the Learner for one Academic Year, which Bursary the Learner acknowledges is in respect of Study Costs.
- 2.2. The Learner hereby accepts such aforesaid Bursary, subject to the terms and conditions of this agreement.
- 2.3. The amount of the Bursary is R_____ (_____).
- 2.4. The amount of the bursary will be disbursed by the Citrus Academy in no less than 2 (two) payments in accordance with the requirements of the Learning Institution and / or other requirements approved by the Citrus Academy.



- 2.5. If the Learner applies in the prescribed manner for a further bursary after the year for which the bursary was provided to the Learner in terms of 2.2 and 2.3 above, the Citrus Academy may allocate, in its sole and absolute discretion, a further Bursary to the Learner, subject to such further conditions or amendments, if any, as the Citrus Academy may unilaterally in its sole discretion deem necessary, including but not limited to the amount of the Bursary, Course or qualification changes, or change of Academic Institution.
- 2.6. If a further Bursary is allocated to the Learner in terms of 2.5 above, the terms and conditions of this Agreement together with such further conditions or amendments (if any) as the Citrus Academy may in writing advise the Learner of, will be applicable to the Academic Year for which the further Bursary was allocated.
- 2.7. Clause 2.6 above is subject to the provisions of clause 4.1.2 below and is subject thereto that if any other conditions or applicable amendments are stipulated in terms of clause 2.5 above by the Citrus Academy in case of a further Bursary, the Learner must accept such further conditions or amendments in writing.

3. Termination of Agreement

- 3.1. Notwithstanding the date of signature of this Agreement, it shall terminate after one Academic Year unless a further Bursary or further Bursaries for following Academic Year(s) are allocated as provided for in clauses 2.5 to 2.7 above, in which case the provisions of this Agreement will be binding for such further Academic Years for which a further Bursary is allocated to the Learner notwithstanding that the Bursaries may not be allocated for consecutive Academic Years.
- 3.2. The provisions of the above clauses 2 and 3.1 are subject to the provisions of clause 7 hereof.
- 3.3. In case of any valid termination of this agreement, neither any accrued rights nor the provisions of clauses 4.2 and 4.3 will be prejudiced.

4. Obligations of the Learner

- 4.1. The Learner shall in every year for which a Bursary (including any further Bursary in terms of clause 2.5 above) is allocated to him / her:
 - 4.1.1. Study a Course at a Learning Institution as approved by the Citrus Academy, presently being:
Course: _____
Learning Institution: _____
 - 4.1.2. If the Learner wishes to change a Course or Learning Institution during the period of the agreement, obtain consent from the Citrus Academy before making such a change, to the effect of which a written amendment to this agreement must be signed by both parties;
 - 4.1.3. Comply with such requirements, rules and regulations as laid down by the Learning Institution for the attainment and completion of the Course;
 - 4.1.4. Provide to the Citrus Academy progress reports as and when requested by the Citrus Academy from time to time;
 - 4.1.5. Not accept any other bursary, sponsorship or study loan from a third party (including NSFAS) without the prior written consent of the Citrus Academy, failing which consent, the amount of the Citrus Academy Bursary will be reduced by the amount received from an aforesaid third party, in such manner as decided upon by the Citrus Academy in exercising a reasonable discretion after giving written invitation to the Learner to make representations in this regard, and taking such representations (if any) from the Learner into consideration;
 - 4.1.6. Maintain the following performance standards in every year for which a Bursary is allocated to him / her:
 - 4.1.6.1. Maintain a minimum D-average;
 - 4.1.6.2. Not fail any main subject outright;
 - 4.1.6.3. Not be guilty of misconduct and shall not act in contravention of the rules of the Learning Institution;



- 4.1.6.4. Not present himself / herself as an agent of the Citrus Academy without written authorisation from the Citrus Academy;
- 4.1.6.5. Comply with the Citrus Academy Code of Conduct, attached hereto as Appendix A and initialled by the parties hereto.
- 4.1.7. Where required, do all things necessary to assist the Citrus Academy to obtain a copy of his / her academic record, failing which, by signing this Agreement, the Learner hereby authorises the Citrus Academy to obtain academic records from the Learning Institution. The Citrus Academy retains the right to requisition the academic records of the Learner at any time and at its sole discretion to verify that performance standards are maintained.
- 4.1.8. By signing this agreement, hereby authorise the Citrus Academy to obtain any required information from the Learning Institution relating to the Learner's conduct. The Citrus Academy retains the right to at any time obtain information on the Learner's conduct from the Learning Institution at its sole discretion, and is not under obligation to inform the Learner of such action.
- 4.1.9. Should the Citrus Academy require the Learner to do so, and under such conditions as the Citrus Academy may impose upon the Learner, render services to an Employer nominated by the Citrus Academy for this purpose during Learning Institution vacations for a period of no less than 4 (four) weeks in total during the period of this agreement,;
- 4.1.10. After successful completion of his / her study course, or if required by the Citrus Academy to do so, diligently seek employment at an entity sufficiently related to the citrus industry in the opinion of the Citrus Academy, and accept employment if in the opinion of the Citrus Academy reasonable employment conditions are offered to the Learner by such Employer;
- 4.1.11. Remain employed at such Employer or Employers as per clause 4.1.10 for a period not shorter than the period for which he / she received a Bursary or Bursaries from the Citrus Academy subject to 5.1.2 hereof;
- 4.1.12. Inform the Citrus Academy if, at any time, the Learner takes up a position of permanent or temporary employment with an Employer that has not been approved by the Citrus Academy;
- 4.1.13. In the event of the Learner's Course requiring a period of vocational training in the form of an internship, and if an Employer for that purpose is prepared to employ the Learner, sign a fixed-term contract of employment with the Employer and comply with the terms and conditions of his / her employment contract with the Employer and complete his / her vocational training, which period of vocational training will pro-rata be considered as fulfilment of the obligation of the Learner as laid out in clause 4.1.11;
- 4.1.14. Keep 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; and
- 4.1.15. Immediately inform the Citrus Academy of any changes in his / her contact details, physical or postal address.
- 4.2. In the event of the Learner:
 - 4.2.1. Refusing to take up employment in the citrus industry after completion of the Learner's Course, the Learner will be obligated to repay to the Citrus Academy the full amount of any Bursary paid to the Learner in terms of clause 2 above;
 - 4.2.2. Failing to remain employed in the industry for the full period as specified in clause 4.1.11 hereof, the Learner will be required to repay to the Citrus Academy the portion of any Bursary amount, as set out in clause 2, corresponding to the period the Learner failed to fulfil his / her obligations in terms of clause 4.1.11 hereof, meaning for instance 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 the required to repay half the Bursary;
 - 4.2.3. Failing to successfully complete the Course in the period as prescribed by the Learning Institution for which the Bursary was allocated, the Learner shall be required to repay to the Citrus Academy the full amount of any Bursary paid to the Learner as set out in clause 2;
 - 4.2.4. Failing to maintain the performance standard as set out in clause 4.1.6, repay to the Citrus Academy the full amount of any Bursary paid to the Learner as set out in clause 2, subject to a disciplinary hearing and valid subsequent termination of the agreement in terms of clause 6 hereof.



4.3. In case of a reimbursement from the Learner becoming due and payable in terms of clause 4.2 and its sub-clauses, the Learner shall after demand reimburse the Citrus Academy the amount due in twelve equal monthly instalments without interest being levied on the amount owing. 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 hereby 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 Learner defaulted in reimbursing the Citrus Academy.

5. Obligations of the Citrus Academy

5.1. The Citrus Academy shall:

5.1.1. Pay the amount payable to the Learning Institution in no less than 2 (two) payments in accordance with the requirements of the Learning Institution;

5.1.2. If required, provide to the Learning Institution a letter of undertaking with regard to funds allocated but not yet paid, provided that the Learner has maintained the performance standards in terms of clause 4.1.6 hereof;

5.1.3. Endeavour to place the Learner at a suitable Employer for any prescribed period of vacation work;

5.1.4. In the event of the Learner's Course requiring a period of vocational training, endeavour to find employment for the Learner with a suitable Employer for the duration of the Learner's prescribed vocational training; and

5.1.5. Assist the Learner, at the request of the Learner, in finding employment at a suitable Employer upon the Learner's completion of his / her Course.

6. Breach

6.1. If any party commits a 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.

6.2. Despite what is set out above, the Citrus Academy shall be entitled to summarily terminate this agreement if the Learner is in breach of any one or more of the following clauses: clause 4.1.6, clause 4.1.9, clause 4.1.10, clause 4.1.11, and clause 4.1.13, in which case the provisions of clauses 4.2 and 4.3 will also become applicable.

7. Acknowledgement

7.1. The Learner acknowledges that there is no employment relationship between himself / herself and the Citrus Academy.

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:

Party 1: The Citrus Academy

Physical Address: Suite 8
22 on Main
22 Old Main Road
Hillcrest
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

Party 2: _____

Physical Address: _____

Postal Address: _____

Telephone Nr: _____

Fax Nr: _____

Email Address: _____

Any of the addresses above may be substituted by any party by giving notice to other party in the manner provided for in clause 8.2 below, subject thereto that the physical address may be substituted only by another physical address.

- 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. _____

2. _____

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

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

Witnesses:

1. _____

2. _____

Learner

