



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

Department of
**Public Works, Roads and
Infrastructure**

Policy Name	Bursary Policy
The revision/ version of the Policy	02
Domain	Human Resource Development and PMDS

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ACRONYMS AND ABBREVIATIONS

"HoD"	Head of Department
"HRD"	Human Resource Development
"IHL"	Institutions of Higher Learning
"PSR"	Public Service Regulations
"LRA"	Labour Relation Act
"PFMA"	Public Financial Management Act
"PSA"	Public Service Act
"LDPWRI"	Limpopo Department of Public Works Roads and Infrastructure
"MEC"	Member of the Executive Council

1. INTRODUCTION

In terms of Chapter 1, Part IX, section E3, of the Public Service Regulations (PSR), 2001, bursaries may be granted for Higher Education to both serving and prospective employees as a recruitment as well as capacitation strategy. It can be used where it is difficult to recruit and retain suitably qualified candidates. The granting of bursaries for Higher Education studies is also in line with current legislation on employment equity and skills development.

2. PURPOSE AND OBJECTIVES

The purpose of the bursary scheme is to develop and enhance the capacity of the Human Resources of the Department in the areas of specialized critical and scarce skills and qualifications through full-time\part-time studies for Higher Education and of which their services will be at the disposal of the Department upon completion of their studies, thereby fulfilling the Department's human resource needs. The objectives of this policy are to:

- 2.1** To enhance capacity and performance of the Department through the attainment of qualifications that will equip employees with necessary skills to carry out their duties more effectively therefore enhancing service delivery.
- 2.2** To grant financial assistance to serving employees and prospective employees who wish to improve their qualifications for tertiary studies,
- 2.3** To develop skills in disadvantaged communities with particular emphasis on rural communities and enable them to compete favorably in the labour market therefore contribute to the growth and development of the Limpopo Province
- 2.4** To redress past imbalances with regard to specialized fields of study within the Limpopo Province, disadvantaged communities, rural populace, women and persons with disabilities, and
- 2.5** To address the challenges and fulfill the requirements under the Employment Equity Act, therefore promoting employment equity and representativeness within the Department.

3 AUTHORITY OF THE POLICY

This policy is authorized and issued by the Member of Executive Council (MEC) for Limpopo Provincial Department of Public Works (LPDPW) to employees and prospective employees granted financial assistance by the department to further their studies at Institutions of Higher Learning within or outside the province.

4 LEGAL FRAMEWORK

- 4.1 Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996)
- 4.2 National Skills Development Strategy, 2005-2010
- 4.3 White Paper on the Transformation of the Public Service
- 4.4 White Paper on Public Service Training and Education, 1997
- 4.5 White Paper on Human Resources Management
- 4.6 Skills Development Act, 1998 (Act No. 97 of 1998)
- 4.7 Skills Development Levies Act, 1999 (Act No.9 of 1999)
- 4.8 Public Service Act, 1994 as amended (Act No.30 of 2007)
- 4.9 Public Service Regulations, 2001 as amended
- 4.10 Public Finance Management Act, 1999 (Act No.1 of 1999)
- 4.11 Employment Equity Act, 1998 (Act No.55 of 1998)
- 4.12 South African Qualifications Authority Act, 1995 (Act No 58 of 1995)
- 4.13 Provincial Bargaining Resolution No.3 of May 2002

The legal framework includes any other collective agreements and amendments to existing legislation and any subsequent relevant legislation that may be promulgated.

5 SCOPE OF APPLICATION

The bursary policy is applicable to the employees of the department and prospective employees from designated groups residing in the Limpopo province granted financial assistance by the department to further their studies at Institutions of Higher Learning within or outside the province.

6 DEFINITIONS

- 6.1 **Bursary** means the financial assistance provided with condition of service obligations offered to students in order to pursue field of study being sponsored by the department
- 6.2 **Breach of the bursary contract** means when a bursary holder fails to fulfill the conditions of the bursary contract.
- 6.3 **Bursary holder** means the student that is financially supported by the department in the form of a bursary to pursue a particular study field at an institution of higher education and training in South Africa.
- 6.4 **Extension** refers to a period in addition to the initial agreed upon duration of studies to be undertaken by the bursar, for which the bursar requests in order to realize his/her contractual obligations i.e. in order to repeat an unsuccessful year at own expense and medical reasons
- 6.5 **Higher Education refers to the** education provided by an Institution of Higher Learning (College or University)

- 6.6 **Institutions of Higher Learning (IHL)** refers to any recognized and registered institution that provides higher education on a full-time, part-time or distance basis.
- 6.7 **The Department** refers to the Limpopo Department of Public Works, Roads and Infrastructure.

7 POLICY PRONOUNCEMENTS

7.1 GRANTING OF BURSARIES

7.1.1 Identification of the Departmental Bursary Needs

In conjunction with the Departmental Strategy, Human Resource Plans and Policies, bursary needs will be identified by respective Directorates at both Districts and Head office, for submission and further analysis by Human Resource Development (Training Committee). Bursary awarding will be at 60 %(internal) and 40 %(external) ratio. These needs are to be submitted by the end March each year.

7.1.2 Advertisements of Bursaries

The fields of study for which the bursaries are available must be advertised annually by the end of June as widely as possible in line with departmental communication strategy in order to give potential candidates a reasonable opportunity to submit their applications. These must be completed and returned to HRD office, via registry, not later than 30th October of each year.

7.1.3 The field of study

- 7.1.3.1 For Internal Bursars, Preference will be given to undergraduate and post graduate studies in line with Departmental needs analysis and in line with the applicant's function within the Department. These studies will run for more than one year
- 7.1.3.2 Priorities will be given to field of study within the core functions of the Department as opposed to the support functions. This may be changed at the discretion of the Head of Department to meet service delivery needs and priorities.
- 7.1.3.3 Identification of the fields of study for which bursaries are considered should be based on the Human Resources Plan of the Department.

7.2 PART-TIME BURSARY (SERVING OFFICIALS)

- 7.2.1 A bursary may be allocated to part time students who are working in the department and are studying at their own time or are corresponding with a recognized institution or have made arrangements such as block release, distance education and internet study.

- 7.2.2 An employee can only be considered for a part-time bursary if:
- 7.2.2.1 The intended field of study is relevant to the achievement of service delivery objectives of the department
 - 7.2.2.2 the budget is available and the committee has recommended the bursary award,
 - 7.2.2.3 the field of study is relevant to the employee's current occupation and application be recommended by the sectional head.
- 7.2.3 All bursary holders shall enter into a Bursary Agreement (contract).
- 7.2.4 Subsistence, traveling, accommodation and study materials expenses for class attendance by serving officials are treated as private and each bursary holder is responsible for such expenses.
- 7.2.5 A serving official shall redeem the bursary by serving the department for a period equal to the number of funded years, without receiving and further studying financial assistance. at least one year after attaining the relevant qualification in terms of Public Service Regulation, Part IX and E7(ii)
- 7.2.6 Where an official is a bursary holder and transfers to the department from another department, the department shall take over the bursary only if the field of study is relevant to the department.
- 7.2.7 No bursary for full time studies will be awarded to serving officials unless the HoD grants such approval after consideration of a motivation to that effect
- 7.2.8 *Acceptable expenses are:*
- 7.2.8.1 Tuition fees
 - 7.2.8.2 Registration fees
- 7.2.9 *Granting of study Leave*
- 7.2.9.1 Granting of study leave for serving officials shall be considered in line with the Provincial Bargaining Resolution No.3 of May 2002 and the Provincial study leave policy.
 - 7.2.9.2 Officials must also declare their intended studies for a particular year with HRD.

7.3 FULL TIME BURSARY (EXTERNAL /UNEMPLOYED YOUTH)

- 7.3.1 A bursary is offered for non- employees/prospective employees studying and or intending to study at a registered Institution of Higher Learning (IHL) towards obtaining a qualification relevant to the core and scarce functions of the department.
- 7.3.2 This benefit will not be awarded to applicants who have already obtained a B degree or equivalent or higher qualification except in those professions where a higher degree is required and will be awarded on the basis of identified need in the Department.

7.3.3 All bursary holders shall enter into a Bursary Agreement (contract), which includes service obligations as follows:

7.3.3.1 The service obligations of the bursary contract and or placement will depend on the discretion of the Department determined from time to time in line with especially budgets and service delivery imperatives. To that effect completed bursary holders will redeem their bursaries in any capacity deemed fit by the Department.

7.3.3.2 Bursars will be required to redeem the bursary after the completion of the study period, firstly by serving in the Department as a graduate Intern for a period of 12(twelve) months as per DPSA's Public Service Internship Determination.

7.3.3.3 Bursars May after serving as graduate Interns, be required to redeem the bursary after completion of the study period, by serving in the Department on a full-time basis of a period equal to the sponsored years or any part thereof in respect of which bursary moneys was paid, in the capacity deemed fit by the Department

7.3.3.4 Where the Department is unable to place the individual for service purposes as per either clauses 7.3.3.2 and clause 7.3.3.3, for a minimum period of three consecutive months, without any form of communication the student becomes automatically released from their bursary obligations

7.3.3.5 In the event that clause 7.3.3.3 takes effect, core function Bursars period of stay (dependent of the number of sponsored years), must be linked to a structured programme leading to their registration as professionals depending on the availability of funds for such.

7.3.3.6 The period of service will commence after completion of all the requirements of the course including any student/ experiential internship period.

7.3.3.7 LDPWRI bursary holders may be granted an opportunity to do experiential training with the Department within the prescripts applicable to the programme at the time.

7.3.3.8 A full time student who registers for his or her studies with own money before the department processes bursary payment, is entitled to a refund from the department on submission of satisfactory proof of payment

7.3.4 *Acceptable expenses for this bursary scheme are*

7.3.4.1 Study material and prescribed books,

7.3.4.2 Registration fees

7.3.4.3 Tuition fees

7.3.4.4 Meals and student accommodation on campus or off campus

7.4 BURSARY SCHEME EXCLUSIONS FOR BOTH FULL-TIME AND PART-TIME BURSARY HOLDERS

- 7.4.1 Supplementary or re-examination costs
- 7.4.2 Failed courses
- 7.4.3 Stationary
- 7.4.4 Equipment i.e. computers and other equipment
- 7.4.5 Academic regalia
- 7.4.6 Extra mural activities of any kind which involves expenses
- 7.4.7 Membership of social clubs or Student Representative Council

7.5 EXTENSION OF BURSARY PERIOD

- 7.5.1 Extensions of bursary contract may be applied for in writing and shall be granted at the discretion of the HoD or delegated official.
- 7.5.2 Extensions will be granted for maximum period of two years in addition to the contract period and only in exceptional cases. Consideration may be given for periods that exceed two years
- 7.5.3 Requests for extension of bursary contracts must be done within and or prior to the expiry of the active/existing contract
- 7.5.4 Extension of bursary contract and obligations may be considered for the following reasons:
 - 7.5.4.1 Candidates that failed their examination and need to repeat a year of study (at own costs).
 - 7.5.4.2 Continued ill Health, which prevents the bursary holder from completing his/her studies and or fulfilling his/her obligations. Such cases will be assessed in accordance with the departmental policy on termination of services in respect of ill health. (Section 17 (2)(a) of the PSA; Chapter 1, Part VII, section G3 of the PSR, 2001; Item 10 of Schedule 8 to the LRA, 1995)
 - 7.5.4.3 Overseas study and research purposes as well as further study in the Republic of South Africa, and which, in the opinion of the Head of the Department will be in the interest of the Department. Candidates who apply for extension in order to go overseas for study and or work purposes must submit, together with their application, a formal Letter of Guarantee of payment to the Department from a recognized South African commercial bank for the full bursary Debt settlement following failure to return and serve.
 - 7.5.4.4 To gaining relevant experience locally and abroad in a specific field which, in the opinion of the Head of Department will be in the interests of promoting effective service delivery within the Department.

7.6 TRANSFER OF PAYMENT

- 7.6.1 Payment will not be effected for repeat subjects.
- 7.6.2 For external learners, payments for accommodation and meals will not be effected whilst the learner has registered for 80% of the previous level (which is failed subjects) and 20% of the advanced level.

- 7.6.3 The respective accredited IHL will be responsible for disbursement of credit balances to the full-time bursary holder.
- 7.6.4 Candidates must declare the financial value of any other sponsorship that they might be in receipt of during the year for which they make an application.
- 7.6.5 Candidates in receipt of a state bursary should submit proof of successful completion of the previous academic year of study to the department before the transfer of payments for the following year can be made according to the requirements of the PFMA, National and Provincial Treasury Regulations, and or any other related prevailing prescripts.

7.7 BREACH OF THE BURSARY CONTRACT

- 7.7.1 Breach of contract will occur when a bursary holder fails to fulfill the conditions of the bursary contract.
- 7.7.2 A breach of contract is constituted by the following:
 - 7.7.2.1 Discontinuation of studies for which the bursary was granted.
 - 7.7.2.2 Part completion of a qualification other than what the bursary was awarded for e.g. Diploma instead of a Masters Degree
 - 7.7.2.3 Changing the field of study to other than specified in the contract, without authorization from the Department.
 - 7.7.2.4 Resignation from the Public Service employment prior to fulfillment of service obligations.
 - 7.7.2.5 early retirement for reasons other than ill health, in accordance with the departmental policy on termination of services in respect of ill health. (Section 17 (2)(a) of the PSA; Chapter 1, Part VII, section G3 of the PSR, 2001; Item 10 of Schedule 8 to the LRA, 1995) constitute a breach of contract.
 - 7.7.2.6 Failing to enter into service in this Department or elsewhere in the Public Service
 - 7.7.2.7 Refusal to accept a reasonable offer of work in this Department or elsewhere in the Public Service
 - 7.7.2.8 Relinquishing the bursary at own resolve without due notice to the Department.

7.8 TERMINATION OF BURSARY CONTRACT

- 7.8.1 A bursary will be terminated should the bursary holder suspend or terminate his/her studies without prior arrangement with the Department.
- 7.8.2 Termination of bursary will be effected on two consecutive unsuccessful years of study and the Bursary holder will be held liable for all costs incurred by the Department, including money erroneously paid out, for the period prior termination.
- 7.8.3 In the event that the bursary holder leaves or is discharged from the department prior to satisfying their bursary service obligation, the bursary holder must repay

the full bursary amount granted, including interest calculated at the applicable rate as determined from time to time by the Minister of Finance, calculated from the date on which the obligation to pay arose up to the date of payment unless if such service termination is beyond his or her control(interests are only applicable to external bursars).

7.9 DEFERMENT OF CONTRACT OBLIGATION

- 7.9.1 Bursary holders seeking to be released from their obligations may render a part-time service to redeem 50% of the bursary obligation in the Public Service and other 50% to be redeemed by the submission of a bank guaranteed cheque for the full settlement on bursary debt or render no service and pay 100% of the bursary debt as per Departmental Debt Management Policy.
- 7.9.2 Exemption of a bursary holder's obligations will be granted under the following circumstances namely death and continued ill Health, which prevents the bursary holder from fulfilling his\her obligations. Such cases should be assessed in accordance with the departmental policy on termination of services in respect of ill health. (Section 17(2)(a) of the PSA; Chapter 1, part VII, section G3 of the PSR, 2001; Item 10 of Schedule 8 to the LRA,1995.
- 7.9.3 Retirement will not constitute breach of contract

7.10 REPAYMENT OF BURSARY DEBT

- 7.10.1 In calculating the bursary debt to be repaid by the bursary holder all periods of full-time or part-time service will be taken into account for the purpose of a pro-rata discount and debt must including interest calculated at the applicable rate as determined from time to time by the Minister of Finance.
- 7.10.2 The following types of leave are not taken into account for purposes of redemption of bursary obligations:
 - 7.10.2.1 Periods of leave without pay

7.11 Awarding of Bursary AFTER BREACH OF CONTRACT

A person, may, after having been in breach of his\her contract, be awarded upon full repayment of bursary debt.

7.12 COMPOSITION AND RESPONSIBILITY OF DEPARTMENTAL TRAINING COMMITTEE

7.12.1 Composition

- 7.12.1.1 The HoD must appoint a Departmental Training Committee

- 7.12.1.2 The committee may consist of five (5) to ten (10) members and should reflect the composition of the workforce of the department.
- 7.12.1.3 The committee will consist of the following members:
 - 7.12.1.3.1 Chairperson – Chief Director Corporate Services
 - 7.12.1.3.2 Secretariat HRD Section
 - 7.12.1.3.3 District Coordinators
 - 7.12.1.3.4 Directors from the Following programmes:
 - 7.12.1.3.4.1 Expanded Public Works Programme
 - 7.12.1.3.4.2 Strategic Management
 - 7.12.1.3.4.3 Properties and Facilities Management
 - 7.12.1.3.4.4 Corporate Services (HRS)
 - 7.12.1.3.4.5 Construction Management/Design and Planning
 - 7.12.1.3.4.6 Finance
- 7.12.1.4 Two(2) representatives from Provincial Organised Labour

7.12.2 The responsibilities

The responsibilities of the Committee are to:

- 7.12.2.1 identify fields of study for which bursaries are to be considered based on the Human Resource Plan of the Department and the needs of the directorates
- 7.12.2.2 compile criteria for selection of bursars both serving and prospective employees.
- 7.12.2.3 ensure that the allocation of bursaries takes place in accordance with the criteria.
- 7.12.2.4 propose amendments to the policy deemed appropriate for awarding bursaries
- 7.12.2.5 serve the best interest of the Department
- 7.12.2.6 make recommendations to the HoD with regard to the awarding of bursaries.

8 . PENALTY

Failure to comply with the provisions of this policy will be dealt with in terms of the Public Service Disciplinary Code and procedures as amended.

9 .DISPUTE RESOLUTIONS

Any dispute that may arise out of the interpretation or application of this policy will be resolved through grievance resolution procedure for the public service.

10.INCEPTION DATE

The inception date of this policy is a day after the approval.

11 POLICY REVIEW

The policy shall be reviewed as and when there are new developments or amended by the relevant legislation.

12 ENQUIRIES

Enquiries with regard to any matter relating to this policy will be directed to the Human Resource Development directorate.

Approved by


EXECUTIVE AUTHORITY

24/12/16
DATE

ANNEXTURE 1: Bursary Application Form Part-Time

<p style="text-align: center;">BURSARY APPLICATION FORM</p> <p style="text-align: center;">PART-TIME</p>
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APPLICATION YEAR: 20.....

PERSONAL DETAILS

Surname: _____ Full Names _____

ID No: _____ Persal No: _____

Gender: Male Female Disabled: Yes No

Job Title/ Rank: _____ District/ Head Office _____

Directorate: _____ Telephone/ Cell No: _____

Highest Qualification: _____

NB: PLEASE ATTACH COPIES OF QUALIFICATIONS OR LATEST ACADEMIC RESULTS

STUDY DIRECTION

Intended field of study to be pursued: _____

Name of Institution: _____ Duration (No of years): _____

Academic year of study (e.g. 1st, 2nd or 3rd year): _____

Signature of Applicant

Date

PROGRAMME MANAGEMENT

Surname & Initials	Job Title/ Rank	District

Line Management recommendations: _____

Signature of Programme Manager

Date

ANNEXTURE 2: Bursary Application Form Full-Time

**BURSARY APPLICATION FORM
FULL TIME**

APPLICATION YEAR: 20.....

PERSONAL DETAILS

Surname: _____ **Full Names** _____

ID No: _____ **Race:** _____

Nationality: _____ **Province:** _____

Gender: Male Female **Disabled:** Yes No

Postal Address:

Postal Code: _____

Residential Address:

Telephone number: _____ **Cell number:** _____

(ATTACHED COPY OF IDENTITY DOCUMENT)

PARENTS/ GUARDIAN INFORMATION

Full Names of Parent(s) or Guardian(s):

Address if different from yours:

Number of dependants: _____

Occupation of Parents or Guardians:

Name & Address of Employer:

Total Income of Parent(s)/ Guardian(s): _____

(ATTACHED PROOF OF INCOME)

STUDY DIRECTION

Intended field of study to be pursued: _____

Name of institution: _____ Duration (No of years): _____

Academic year of study (e.g. 1st, 2nd or 3rd year): _____

FINANCIAL SUPPORT

Have previously received a bursary or loan from the government? If so furnished particulars:

EDUCATIONAL QUALIFICATION

Highest Qualification: _____

Year obtained: _____

(NB: PLEASE ATTACH COPIES OF QUALIFICATIONS OR LATEST ACADEMIC RESULTS)

REFERENCES:

Give names and address of two persons:

Surname and Initials: _____

DECLARATION

I certify that the information furnished is true and correct. In the event of the Bursary Loan being awarded to me I am prepared to enter into a contractual agreement with the Department.

Signature of Applicant

Date

Signature of Parent/ Guardian

Date

RETURN TO

**The Senior Manager
HRD & PMS
Department of Public Works
Private Bag X 9490
Polokwane
0700**

**43 Church Street,
Polokwane**

0699

ANNEXTURE 3: Contractual Binding: Training Assistance: Serving Employees

CONTRACTUAL BINDING

TRAINING ASSISTANCE: SERVING EMPLOYEES

UNDERTAKING

1. (a) Whereas I, the undersigned, full name; hereinafter called "the Employee", born on 19..... an employee in the service of the State in the (name of department administration; hereinafter called "the Department"), am accepting a bursary / an assignment of the Department to undertake on a full-time/part-time basis (name of course study) hereinafter called "the Course/Assignment", which extends over a prescribed minimum period/prescribed minimum remaining period of years, months, and.....
 - (b) Whereas I must for the aforementioned purpose attend classes in official hours of duty and/or undertake study/research; as the case may be, at an approved training institution locally or abroad as stipulated in writing by the Department and directed by its needs from time to time and;
 - (c) Whereas the Department will allow/assign me to attend such classes in official hours of duty for the prescribed minimum duration/prescribed minimum remaining duration of the Course/Assignment.
2. Therefore I undertake-
 - (a) to commence the Course/ Assignment with effect from 20..... to take the Course/Assignment full-time/part-time while I am in the service of the Department and to complete the Course/Assignment successfully within the aforementioned period or within such extended period as may be approved in terms of clause 3(d) (i);
 - (b) to furnish the Department with satisfactory proof of enrolment for the Course/ Assignment at the commencement of each year of study;
 - (c) if I study full-time, to report for and resume my normal duties in the Department at the centre specified by the Department from time to time, during the vacations when I am released from attendance at lectures and/or practical/theoretical training as may be prescribed by the said training institution, unless leave of absence is granted to me in respect of such periods;
 - (d) to undergo such practical training as may be prescribed by the mentioned training institution as part of the Course/ Assignment or as may be required for purposes of registration in my particular profession, in the Department, if the Department so desires.

(e) to inform the Department on a regular basis of my progress, and to furnish the Department with official proof of my examination results immediately after the results of any annual/bi-annual examinations; supplementary examinations have been made known by the examining authority.

(f) if I study full-time, and after I have complied with all the requirements of the Course, Assignment, to immediately continue to serve the Department or such department to which I may be transferred, in any capacity for which the department concerned may consider me suitable, for a continuous period equal to the period of one year for each individual year of study or part thereof in respect of which I was released from duty and allowed assigned for the purpose of attending classes for the completion of the Course; Assignment hereinafter called "the Contract Period"), in the post-rank to which I was appointed or to which I may be transferred/promoted,

OR

If I study part-time, and after successful completion of the first year of study and each successive year of study, to immediately serve the Department or such department to which I may be transferred, in any capacity for which the department concerned may consider me suitable, for a continuous period of one year for each individual year of study or part thereof completed (hereinafter called "the Contract Period"), in the post-rank to which I was appointed or to which I may be transferred/ promoted.

(g) if I fail to comply with any condition contained in clause 2(a) to (f), or if I leave, or am discharged from the Public Service before successful completion of the Course/ Assignment or before expiry of the Contract Period, to repay immediately the following moneys to the Department in which I am employed at the time of my non-compliance with the condition(s):

(h) All expenses and fees paid by the State for the course, as well as all salaries and allowances received by me during each individual year of study or portion thereof during which I was studying in order to complete the Course/ Assignment, provided that the amount so due shall be reduced in the same proportion as the number of calendar months full-time uninterrupted service rendered in terms of this undertaking bears to the Contract Period.

(i) Interest on the amount in Clause 2(g) at the ruling rate of interest applicable from time to time to debts due to the state as determined by the Minister in terms of the provisions of Section 26(6) of the Exchange Act, calculated from the date on which the obligation to pay arose in terms of clause 2(g), to date of payment.

I understand and accept that-

(a) The Department shall be responsible for the payment of costs attached to (delete that which is not applicable):

- (i) tuition, registration and examinations;
- (ii) transport to and from the institution;
- (iii) accommodation;
- (iv) study materials or part thereof; and
- (v) daily allowance or part thereof;

(b) I shall be responsible for the payment of all expenses attached to the Course Assignment except those mentioned in clause 2 (a), (c) the journeys to and from the places) to which I have to report in terms of clause 2(c), shall be regarded as official, journeys, provided that no subsistence allowance shall be payable during the said journeys;

(c) the Department may at any time suspend the privilege granted in terms of clause 1(c) if the Department is, in its sole discretion, of the opinion that I am not making satisfactory progress with the Course Assignment. If the Department so suspends such privilege-

(i) I shall be obliged to repeat and complete successively at my own expense and in my own time any subjects which I have outstanding (I prefer not to continue with the studies immediately I shall be deemed to have abandoned the Course Assignment, in which event clause 2(g) shall apply.

(ii) I shall be permitted to exceed the prescribed minimum duration or minimum remaining duration of the Course Assignment by a period as determined by the Department.

(iii) I shall continue to be subject to the provisions of this undertaking during such period of suspension; and

(iv) The Department may at any time thereafter reinstate the privilege granted in terms of clause 1(c) if the Department is, in its sole discretion, of the opinion that I have made satisfactory progress with the Course Assignment.

(e) the Department may at any time withdraw the privilege granted in terms of clause 1(c) if I have failed to comply with the provisions of clause 2(b), (c), (e) or if the Department is, in its sole discretion, of the opinion that I have not made satisfactory progress with the Course Assignment, that I did not attend lectures and/or practical classes regularly, or that it is not in the interests of the State that the privilege continue to be granted. In such an event the provisions of clause 2(g) shall apply, and

(f) notwithstanding anything mentioned in this undertaking, if the department withdraws/ suspends the privilege granted in terms of clause 1(e) or if I abandon the Course/ Assignment, the Department may permit me to fulfil successful / abandoned years of study by means of service in the Department or such department to which I may transfer, a service obligation which will be a continuous period equal to the period of one year for each individual year of study or part thereof in respect of which moneys were paid for the purpose of the Course/ Assignment; and

4 I accept further that -

- (a) as far as my absence due to leave from my normal duties during the Contract Period is concerned, only vacation leave on full pay (with the exception of vacation leave granted to me for purpose of study), sick leave on full pay or partly on pay, and special sick leave that may be granted as a result of an injury on duty, shall count as service for completing the Contract Period;
- (b) periods of study during official hours of duty with retention of salary with the object of obtaining qualifications or to fulfill certain departmental needs, shall count as service in fulfillment of a service obligation in terms of any agreement/undertaking which I have entered/may enter into with the State. Should any such agreement(s)/undertaking(s) contain provisions to the contrary, they shall be regarded as amended accordingly;
- (c) if I leave, or am discharged from, the Public Service, any money due to me by the State, including any pension moneys, may be set off against any amount due to the State in terms of this undertaking;
- (d) irrespective of the amount involved in terms of this undertaking, any action may arise from this undertaking, may be instituted in a magistrate's court in South Africa which may otherwise have jurisdiction.
- (e) if my obligations in terms of this undertaking cannot be fulfilled owing to my death, or if such obligations cannot, in the discretion of the Department or such department to which I may be transferred) be fulfilled owing to the fact that I have become incapacitated by any mental or physical disability, any liability for the refund of any moneys which may be due in terms of this undertaking, shall lapse. This concession shall be applicable only where the provisions of clause 2(g) have not taken effect.
- (f) this undertaking shall not absolve me from any obligation in terms of any other undertaking(s)/agreement(s) which I have entered / may enter into with the State. Periods of compulsory service resulting from and in terms of more than one undertaking; agreement, shall be served consecutively, and in the order in which such agreement(s)/ undertaking(s) were entered into. Should any such agreement(s)/undertaking(s) contain provisions to the contrary, they shall be regarded as amended accordingly;
- (g) this undertaking may be amended only with written approval of the Department; and

(n) a certificate issued by the Department (or such department to which I may be transferred) shall serve as *prima facie* evidence of the amount due by me to the department concerned in terms of this undertaking.

5. I undertake to notify the Department of any change of address while owing any amount in terms of this undertaking, and if I fail to do so, and it becomes necessary for the Department to incur any expense to trace me, to refund the Department for such expense.
6. I further undertake to pay the State Attorney's client-and-attorney costs as well as his collection costs if the case against me is referred to the State Attorney for recovery as a result of my failure to fulfil my obligations in terms of this undertaking.
7. I hereby renounce the provisions of the Prescription Act of 1969, or any such similar legislation and undertake not to enter a plea of prescription in any action that may be instituted against me in terms of this undertaking.
8. I elect as my *domicilium citandi et executandi* and for the purposes of any notice or for the service of any legal process arising out of this undertaking, the following residential address in South Africa:

.....
.....
.....
.....
.....

Signed at this day of 20

SIGNATURE OF THE EMPLOYEE

WITNESSES:

- (a)
- (b)

If the employee is a minor, this undertaking must be countersigned by his/her father, mother or legal guardian.

Assisted by me.

COUNTERSIGNED BY FATHER, MOTHER
OR LEGAL GUARDIAN OF THE EMPLOYEE

WITNESSES.

(a)

(b)

Full name of father, mother legal guardian:

Relationship:

Address:

.....

.....

**ANNEXTURE 4: Contractual Binding: Training Assistance:
Prospective Employees**

ANNEXURE B

CONTRACTUAL BINDING

TRAINING ASSISTANCE: PROSPECTIVE EMPLOYEES

UNDERTAKING

1. (a) Whereas I, the undersigned, (full name)
(hereinafter called "the Student", born on 19.....
am desirous of taking on a full-time basis (name of course) with
major subjects and minor
subjects
(hereinafter called "the Course", which extends over a prescribed minimum period/
prescribed minimum remaining period of year(s);
 - (b) whereas I must for the aforementioned purpose attend classes and/or undertake
study/research, as the case may be, at an approved training institution as stipulated by
the Department from time to time;
 - (c) whereas the Department may, subject to this agreement, annually grant me a bursary,
as determined by the Department, for the prescribed minimum duration/prescribed
minimum remaining duration of the Course; and
 - (d) whereas the Department will from State moneys on my behalf pay, within the limits of
the bursary awarded for the prescribed minimum duration/prescribed minimum
remaining duration of the Course where moneys are levied per subject for the
prescribed necessary subject(s) the tuition, examination and registration fees that are
levied by the training institution in respect of the course. The Department may, in its
discretion after application therefor by myself, pay for residential fee and study materials
as prescribed by the training institution for the course stated in clause 1(a)
(recommended study material excluded).
2. Therefore I undertake -
 - (a) to commence the Course with effect from the academic year, to take the
Course full-time, and to complete the course successfully within the aforementioned
period or within such extended period as may be approved in terms of clause 3(b) (ii);
 - (b) to furnish the Department with satisfactory proof of enrolment for the Course at the
commencement of each year of study;
 - (c) to undergo such practical training as may be prescribed by the aforementioned training
institution as part of the Course or as may be required for purpose of registration in my
particular profession, in a department, if the Department so desires;
 - (d) to furnish the Department with official proof of my examination results immediately after
the results of any annual/bi-annual examinations / supplementary examinations have
been made known by the examining authority;

- (iii) I shall continue to be subject to the provision of this undertaking during such period of suspension, and
 - (iv) the Department may at any time thereafter continue the payment of my bursary moneys if the Department is, in its sole discretion, of the opinion that I have made satisfactory progress with the Course;
- (c) the Department may at any time withdraw my bursary if I have failed to comply with the provisions of clause 2(b), (c) or (d) or if the Department is, in its sole discretion, of the opinion that I have not made satisfactory progress with the Course, that I did not attend lectures and/or practical classes regularly or that it is not in the interest of the State that the bursary continue to be granted. In such an event the provisions of clause 2(g) (i) and (ii) shall apply, and
- (d) I hereby renounce the provisions of the Prescription Act (68 of 1969) or any such similar legislation and undertake, not to enter a plea of prescription in any action that may be instituted against me in terms of the undertaking.

4. I accept further that -

- (a) as far as my absence due to leave from my normal duties during the Contract Period is concerned, only vacation leave on full pay (with the exception of vacation leave granted to me for purposes of study), sick leave on full pay or partly on pay and special sick leave which may be granted as a result of an injury on duty, shall count as service for completing the Contract Period;
- (b) periods of study during official hours of duty other than those undertaken on instruction by heads of department, shall not count as service in fulfilment of a service obligation in terms of any agreement/undertaking which I have entered / may enter into with the State. Should any such agreement(s)/undertaking(s) contain provisions to the contrary, they shall be regarded as amended accordingly;
- (c) if I leave, or am discharged from, the Public Service any moneys due to me by the State, including any pension moneys, may be withheld and set off against any moneys due to the State in terms of this undertaking;
- (d) irrespective of the amount involved in terms of this undertaking, any action which may arise from this undertaking may be instituted in a magistrate's court in South Africa which may otherwise have jurisdiction;
- (e) if my obligations in terms of this undertaking cannot be fulfilled owing to my death or if such obligations cannot, in the discretion of the Department, be fulfilled owing to the fact that I have become incapacitated by any mental or physical disability, any liability for the refund of any moneys which may be due in terms of this undertaking shall lapse. This concession shall be applicable only where the provisions of clause 2(g) have not taken effect;
- (f) this undertaking shall not absolve me from any obligations in terms of any other undertaking(s) / agreement(s) which I have entered / may enter into with the State. Periods of compulsory service resulting from and in terms of more than one undertaking/ agreement, shall be served consecutively and in the order in which such undertaking(s)/agreement(s) were / are entered into. Should any such agreement(s) / undertaking(s) contain provisions to the contrary, they shall be regarded as amended

Full name of father, mother or legal guardian:

.....

Relationship:

Address:

.....

.....

.....