

**AGENDA of the  
Portfolio Committee : Management Services  
21 May 2019  
(Also the agenda for the Mayoral Committee Meeting : 29 May 2019)**

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**3.  
DRAFT EXTERNAL BURSARY POLICY FOR STUDENTS**

**4/4/B**

**L Bucchianeri  
10 April 2019**

**(028) 3138120**

**Hermanus Administration**

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**1. Executive Summary**

The purpose of this report is to recommend to Council the draft External Bursary Policy for Students.

**2. Service Delivery and Budget Implementation Plan - IGNITE**

Directorate: Management Services  
Department: Human Resources

**3. Compliance with Strategic Priorities**

Provision of democratic, accountable and ethical governance  
Provision and maintenance of municipal services  
Creation and maintenance of a safe and healthy environment

**4. Delegated Authority**

None

**5. Legal Requirements**

- Constitution of the Republic of South Africa, 1996
- Skills Development Act (No 97/1998)
- Skills Development Levies Act (No 9/1999)
- South African Qualifications Authority Act (No 58/1995)
- National Qualifications Framework Act (No 67/2000)
- Employment Equity Act (No 55/1998)
- Municipal Systems Act (No 32/2000)
- Municipal Finance Management Act (No 56/2000)
- National Skills Strategy (No 97/1998)

**6. Background/Discussion/Evaluation/Conclusion**

**Background**

The Western Cape Financial Management Capacity Building Grant forms part of the Provincial Treasury strategy to support municipalities in developing their

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financial management capacity. The grant aims to enable the attraction, development and retention of human capacity required to implement the MFMA and related regulations. The grant funds were published in the Provincial Gazette, No 7576 of 3 March 2016 (pg. 7-10).

The municipality is required to utilise the grant for the establishment or augmentation of an external municipal bursary programme to develop students and learners with potential and performing learners within the Municipality's municipal area.

A Memorandum of Agreement between the Western Cape Government VIA Provincial Treasury was undersigned during 2018.

#### **7. Financial Implications**

Grant funding will be disbursed to the municipality based on the Memorandum of Agreement between Provincial Treasury and the Municipality.

#### **8. Staff Implications**

None

#### **9. Comments from other Departments, Divisions and Administrations**

The policy was discussed, on various occasions, by the local Human Resources Technical Working Group. This item served before the Local Labour Forum on 09 April 2019 for cognisance and was supported by management and organised labour.

#### **10. Annexures**

- Annexure A: Provincial Notice
- Annexure B: Memorandum of Agreement
- Annexure C: Draft External Bursary Policy for Students

#### **RECOMMENDATION TO THE COUNCIL:**

that the draft External Bursary Policy **be adopted**.

**RESPONSIBLE OFFICIAL :**

**L BUCCHIANERI**

**TARGET DATE FOR IMPLEMENTATION :**

**01 JUNE 2019**

**AGENDA of the  
Portfolio Committee : Management Services  
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**3.  
DRAFT EXTERNAL BURSARY POLICY FOR STUDENTS**

**4/4/B  
L Bucchianeri (028) 3138120 Hermanus Administration  
10 April 2019**

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**THIS MATTER SERVED BEFORE THE JOINT PORTFOLIO COMMITTEE ON  
21 MAY 2019, WHICH COMMITTEE RECOMMENDED AS FOLLOWS:**

**RECOMMENDATION TO THE COUNCIL:**

that the draft External Bursary Policy **be referred back** and be resubmitted during the June 2019 cycle.

**RESPONSIBLE OFFICIAL : L BUCCHIANERI**

**TARGET DATE FOR IMPLEMENTATION : 01 JUNE 2019**

**PROVINCIAL NOTICE**

The following Provincial Notice is published for general information.

ADV. B. GERBER,  
DIRECTOR-GENERAL

Provincial Legislature Building,  
Wale Street  
Cape Town.

**PROVINSIALE KENNISGEWING**

Die volgende Provinsiale Kennisgewings word vir algemene inligting gepubliseer.

ADV. B. GERBER,  
DIREKTEUR-GENERAAL

Provinsiale Wetgewer-gebou,  
Waalstraat  
Kaapstad.

P.N. 70/2016

3 March 2016

**Provincial Notice****WESTERN CAPE PROVINCIAL TREASURY****GAZETTING OF ALLOCATIONS TO MUNICIPALITIES AS REFLECTED IN THE 2016 BUDGET AND NOT LISTED IN THE DIVISION OF REVENUE BILL, 2016 (DOR BILL)**

I, Dr Ivan Meyer, in my capacity as Provincial Minister of Finance, hereby publish the attached schedule in terms of section 30(2)(a) of the Division of Revenue Bill, 2016 (DoR Bill) (B2 of 2016) which stipulates that the Provincial Treasury must on the same day that its budget is tabled in the provincial legislature or at a later date approved by National Treasury, but not later than 14 days after the Act takes effect, publish the following in the Gazette:

- I. The indicative allocation per municipality for every allocation to be made by the Province to municipalities from the Province's own funds;
- II. The envisaged division of these allocations contemplated in sub-paragraph (i) in respect of each municipality for the next financial year and the 2018/19 financial year; and
- III. The conditions and other information in respect of these allocations to facilitate performance measurement and the use of the required inputs and outputs.

This Gazette contains the municipal allocations for the 2016/17 MTEF for both the provincial and municipal financial years. The public release of this information enables municipalities to effectively budget and implement programmes over a three-year budgeting cycle. In addition, by the public disclosure of these allocations, sources and levels of provincial funding are made predictable, certain and transparent for municipalities. The release of this information also assists the provincial and local spheres of government to align their respective spending priorities and plans.

Allocations reflected for agency services delivered on behalf of the Provincial Government, or dealt with on a claim back principle or reflected as transfer to households (as beneficiaries), will not be subject to the annual institutionalised roll-over processes.

**DR IVAN MEYER**  
**PROVINCIAL MINISTER OF FINANCE**  
**DATE: 3 MARCH 2016**

<b>WESTERN CAPE FINANCIAL MANAGEMENT CAPACITY BUILDING GRANT</b>	
<b>Transferring provincial department</b>	Provincial Treasury (Vote 3)
<b>Strategic goal</b>	A comprehensive municipal financial capacity development strategy that enables the attraction, development and retention of financial human capacity required to implement the MFMA and its related regulations to ensure good financial governance.
<b>Grant purpose</b>	To develop financial human capacity within municipal areas to enable a sustainable local financial skills pipeline that is responsive to municipalities' requirements to enable sound and sustainable financial management and good financial governance.
<b>Outcomes statements</b>	<ul style="list-style-type: none"> <li>• Improvement in the local financial skills pipeline available to municipalities.</li> <li>• Improvement in the financial capacity of municipalities resulting in improved and sustainable financial management and good financial governance.</li> <li>• Municipal bursary programmes that enable municipalities to attract top performing learners and learners with potential to succeed in Higher Education Institutions (HEI) in the areas such as finance, economics, accounting, supply chain management, internal audit, risk management, infrastructure, etc.</li> </ul>
<b>Outputs</b>	<ul style="list-style-type: none"> <li>• Allocation of R120 000 per municipality per year over a 3 year period with progressive growth over the MTEF period for the purpose of augmenting or establishing municipal bursary programmes that develops students and learners with potential and performing learners within their respective municipal areas.</li> <li>• Allocation of bursaries by municipalities over a 3 year period to at least 3 students per year residing within the municipal area for a maximum period of 3 years to undertake a full time graduate degree in areas such as finance, economics, accounting, supply chain management, internal audit and risk management, infrastructure, etc.</li> </ul>
<b>Priority outcome(s) of government that this grant primarily contributes to</b>	<ul style="list-style-type: none"> <li>• Provincial Strategic Goal (PSG) 5: Embed good governance and integrated service delivery through partnerships and spatial alignment.</li> <li>• National Outcome (NO) 5: A skilled and competent workforce to support an inclusive growth.</li> <li>• National Outcome (NO) 9: Build a responsive, accountable, effective and efficient local government system.</li> <li>• National Outcome (NO) 12: Generate an efficient, effective and development orientated public service and empowered, fair and inclusive citizenship.</li> </ul>

<b>WESTERN CAPE FINANCIAL MANAGEMENT CAPACITY BUILDING GRANT</b>	
<b>Conditions</b>	<ul style="list-style-type: none"> <li>• Progressive realisation of financial management capacity building objectives that will result in the improvement in the availability, competency and skill of municipal financial officials within municipal areas towards sustainable municipal BTO capabilities.</li> <li>• MOAs to be developed jointly between Provincial Treasury and municipalities which will address intended prescribed outputs and outcomes as stipulated.</li> <li>• The municipality's commitment to co-fund the project will be key.</li> <li>• MOAs to be signed by the transferring department and the recipient municipality before transfers are made.</li> </ul>
<b>Allocation criteria</b>	<ul style="list-style-type: none"> <li>• Funds allocated to municipalities to assist with the implementation of municipal financial capacitation development strategies towards continuous improvement and innovation of sustainable financial management and good financial governance.</li> <li>• A municipality should have the capability and capacity to spend the funding within the planned timeframe as indicated in the over the MTEF.</li> <li>• Good governance and appropriate controls must be in place within the municipality.</li> <li>• The municipality must demonstrate effort to substantially comply with the minimum MFMA reporting requirements.</li> <li>• Conditions as set out in the MOA should be adhered to.</li> </ul>
<b>Reason not incorporated in equitable share</b>	<ul style="list-style-type: none"> <li>• Provincial Support Programme (Grant) to:               <ul style="list-style-type: none"> <li>• Provide direct support to enhance municipal financial capacity development strategies that targets capacitation of learners within respective municipal areas for the implementation of the MFMA related activities and regulations and to improve good financial governance practices; and</li> <li>• Improvement in the availability, competency and skill of municipal financial officials within a municipal area as a result of targeted capacitation and development of learners.</li> </ul> </li> </ul>
<b>Post performance</b>	New programme.
<b>Projected life</b>	2016/17 MTEF.
<b>MTEF allocations</b>	2016/17: R3.6 million; 2017/18: R7.2 million; 2018/19: R10.8 million.
<b>Payment schedule</b>	The grant will be disbursed to municipalities based on agreed MOAs between Provincial Treasury and the Municipality.

WESTERN CAPE FINANCIAL MANAGEMENT CAPACITY BUILDING GRANT	
<b>Responsibilities of the provincial transferring officer and receiving officer</b>	<b>Responsibilities of the provincial department</b> <ul style="list-style-type: none"> <li>• Prepare MOA that are aligned to intended outputs and outcomes.</li> <li>• Monitoring and management of the programme (outputs and intended outcomes).</li> <li>• Transfer funds to municipalities to assist implementation of the MFMA and its supporting regulations with respect to capacity building to ensure good financial governance.</li> <li>• Periodic visits to monitor the impact and the appropriateness of the assistance in terms of the spending performance of the funds allocated and general compliance to conditions as set out in the grant framework and MOAs.</li> </ul> <b>Responsibilities of the municipalities</b> <ul style="list-style-type: none"> <li>• Signed MOA between the transferring Department and the Municipality.</li> <li>• Recipient municipalities to submit six monthly reports on performance of the grant in line with the conditions as stated above and in terms of the MOA.</li> <li>• Demonstrate results/impact.</li> <li>• Demonstrate commitment to co-fund this initiative.</li> <li>• Monitor academic progress of recipients of fund, administer all related processes and be responsible for placement of bursars pursuant to completion of studies.</li> </ul>
<b>Process for approval of 2017/18 financial year allocations</b>	The process for approval is the Medium Term Expenditure Framework for budget approval and the departmental budget process.

Category	District Municipality	Demarcation code	Municipality	Provincial Financial Year			Municipal Financial Year		
				2016/17 Allocation (R'000)	2017/18 Allocation (R'000)	2018/19 Allocation (R'000)	2016/17 Allocation (R'000)	2017/18 Allocation (R'000)	2018/19 Allocation (R'000)
A			City of Cape Town	120	240	360	120	240	360
B	DC1	WC011	Matielika	120	240	360	120	240	360
B	DC1	WC012	Cederberg	120	240	360	120	240	360
B	DC1	WC013	Bergivier	120	240	360	120	240	360
B	DC1	WC014	Saldanha Bay	120	240	360	120	240	360
B	DC1	WC015	Swartland	120	240	360	120	240	360
C	DC1	DC1	West Coast	120	240	360	120	240	360
B	DC2	WC022	Witzenberg	120	240	360	120	240	360
B	DC2	WC023	Drakenstein	120	240	360	120	240	360
B	DC2	WC024	Stellenbosch	120	240	360	120	240	360
B	DC2	WC025	Breede Valley	120	240	360	120	240	360
B	DC2	WC026	Langeberg	120	240	360	120	240	360
C	DC2	DC2	Cape Winelands	120	240	360	120	240	360
B	DC3	WC031	Theewaterskloof	120	240	360	120	240	360

Category	District Municipality	Demarcation code	Municipality	Provincial Financial Year			Municipal Financial Year		
				2016/17 Allocation (R'000)	2017/18 Allocation (R'000)	2018/19 Allocation (R'000)	2016/17 Allocation (R'000)	2017/18 Allocation (R'000)	2018/19 Allocation (R'000)
B	DC3	WC032	Overstrand	120	240	360	120	240	360
B	DC3	WC033	Cape Agulhas	120	240	360	120	240	360
B	DC3	WC034	Swellendam	120	240	360	120	240	360
C	DC3	DC3	Overberg	120	240	360	120	240	360
B	DC4	WC041	Kannaland	120	240	360	120	240	360
B	DC4	WC042	Hessequa	120	240	360	120	240	360
B	DC4	WC043	Mossel Bay	120	240	360	120	240	360
B	DC4	WC044	George	120	240	360	120	240	360
B	DC4	WC045	Oudtshoorn	120	240	360	120	240	360
B	DC4	WC047	Blifou	120	240	360	120	240	360
B	DC4	WC048	Knysna	120	240	360	120	240	360
C	DC4	DC4	Eden	120	240	360	120	240	360
B	DC5	WC051	Lalingsburg	120	240	360	120	240	360
B	DC5	WC052	Prince Albert	120	240	360	120	240	360
B	DC5	WC053	Beaufort West	120	240	360	120	240	360
C	DC5	DC5	Central Karoo	120	240	360	120	240	360
<b>TOTAL</b>				<b>3 600</b>	<b>7 200</b>	<b>10 800</b>	<b>3 600</b>	<b>7 200</b>	<b>10 800</b>



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**MEMORANDUM OF AGREEMENT**

Entered into by and between

**THE WESTERN CAPE GOVERNMENT VIA ITS PROVINCIAL TREASURY**

(Herein represented by **Mr Zakariya Hoosain** in his capacity as  
**Accounting Officer of Provincial Treasury**, duly authorised thereto)

(Hereinafter referred to as "the Provincial Treasury")

and

**OVERSTRAND MUNICIPALITY**

(Herein represented by **Mr Coenie Groenewald** in his capacity as **Accounting  
Officer of the Municipality**, duly authorised thereto)

(Hereinafter referred to as "the Municipality")

*Zakariya Hoosain*   
*Coenie Groenewald* 

**PREAMBLE**

**WHEREAS** the Provincial Treasury, in terms of section 34 of the Local Government: Municipal Finance Management Act, 56 of 2003, must assist municipalities in building their capacity to enable them to provide efficient, effective and transparent financial management;

**AND WHEREAS** the Municipality, in terms of section 68 of the Local Government: Municipal Systems Act, 32 of 2000, must develop its human resource capacity to a level that enables it to perform its functions and exercise its powers in an economical, effective, efficient and accountable way and for this purpose must comply with the Skills Development Act, 81 of 1998, and the Skills Development Levies Act, 28 of 1999;

**AND WHEREAS** the Municipality will develop its human capacity within municipal areas to enable a sustainable local financial skills pipeline that is responsive to the Municipality's requirements;

**AND WHEREAS** the Parties have reached an agreement in terms of which the Provincial Treasury will transfer to the Municipality the amount of R240 000.00 (Two Hundred and Forty Thousand Rand) in the 2017/18 provincial financial year, R360 000.00 (Three Hundred and Sixty Thousand Rand) in the 2018/19 provincial financial year and R360 000.00 (Three Hundred and Sixty Thousand Rand) in the 2019/20 provincial financial year, as a contribution towards the municipal external bursary programme.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

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## 1. INTERPRETATION

- 1.1 In this Agreement, unless the context indicates a contrary intention, a word or expression which denotes:
- 1.1.1 any gender shall include the other genders;
  - 1.1.2 a natural person shall include juristic persons and vice versa; and
  - 1.1.3 the singular shall include the plural and vice versa.
- 1.2 In this Agreement the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:
- 1.2.1 "**Agreement**" means this Memorandum of Agreement and any annexures hereto, and "**this Agreement**" has a corresponding meaning;
  - 1.2.2 "**Commencement Date**" means the date of signature by the Party signing this Memorandum of Agreement last in time;
  - 1.2.3 "**Higher Education Institutions**" means any institution that provides programmes and qualifications as approved by the Department of Education, accredited by the Higher Education Quality Committee of the Council on Higher Education and registered on the National Qualifications Framework by the South African Qualifications Authority.
  - 1.2.4 "**Parties**" means the Provincial Treasury and the Municipality, and "**Party**" means either one of them; and
  - 1.2.5 "**Programme**" means the Municipality's external bursary programme as envisaged in this Agreement.



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**2. DURATION OF AGREEMENT**

This Agreement shall commence on the Commencement Date and shall, unless otherwise provided for in this Agreement, terminate once all the agreed upon deliverables and reporting obligations have been met.

**3. PAYMENT OF THE FUNDS**

3.1 The Provincial Treasury shall transfer to the Municipality a total amount of R960 000.00 (Nine Hundred and Sixty Thousand Rand) over a three (3) year period (herein after referred to as "the Funds") for the purpose of co-funding the Programme, subject to the terms and conditions contained in this Agreement.

3.2 The first payment of R240 000. 00 (Two Hundred and Forty Thousand Rand) will be made to the Municipality during the 2017/18 provincial financial year. The second payment of R360 000. 00 (Three Hundred and Sixty Thousand Rand) will be made to the Municipality during the 2018/19 provincial financial year. The third payment of R360 000.00 (Three Hundred and Sixty Thousand Rand) will be made to the Municipality during the 2019/20 provincial financial year.

3.3 The Funds will be deposited into the Municipality's primary bank account, opened in accordance with section 8 of the Municipal Finance Management Act, 56 of 2003, and suitably ring-fenced until the Funds can be utilised for purposes of the Programme.

**4. OBLIGATIONS OF THE MUNICIPALITY**

The Municipality shall:



4.1 Furnish the Provincial Treasury with a written assurance of compliance in terms of section 38 of the Public Finance Management Act, 1 of 1999, which assurance is attached hereto as Annexure "A".



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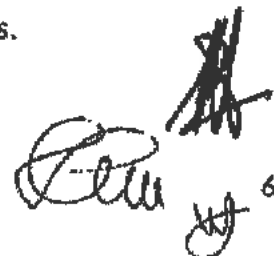
effective, efficient and transparent financial management and internal control systems are in place and shall remain in place during all time that this Agreement is in force.

- 4.2 Ensure that its annual financial statements in respect of any and each financial year during which this Agreement is or remains in force are prepared in accordance with the requirements contained in the Local Government Municipal Finance Management Act, 56 of 2003, and any regulations of that Act, which may be applicable.
- 4.3 Utilise the Funds for the establishment or augmentation of an external municipal bursary programme to develop students and learners with potential and performing learners within the Municipality's municipal area, affording partiality to individuals from historically disadvantaged societal groups and/or are individuals with disabilities, to succeed in Higher Education Institutions.
- 4.4 The fields of higher education and training to be included are finance, economics, accounting, supply chain management, internal audit, risk management, infrastructure, or any other fields that give effect to the priority outcomes of the Provincial Strategic Goal (particularly PSG 5) and National Outcomes 5,9 and 12.
- 4.5 Allocate bursaries over a three-year period to at least four (4) students during the 2017/18 financial year and at least two (2) students during the 2018/19 and 2019/20 financial years, who reside within the Municipality's municipal area and who meet the criteria listed in clause 4.3, for a period of three (3) years, to undertake a full time graduate degree or diploma in the areas referred to in clause 4.4 above. The allocation of bursaries in terms of clause 4.5.1, 4.5.2, and 4.5.3, to at least four (4) students during the 2017/18 financial year and at least two (2) students during the 2018/19 and 2019/20 financial years, will depend on the actual funding received from the Western

  
  
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Cape Government via its Provincial Treasury, for the duration of this agreement. In order to clarify, it is recorded that:

- 4.5.1 bursaries will be allocated to at least four (4) students during the 2017/2018 financial year, which bursaries will be for a period of three (3) years to allow the students to undertake a full time graduate degree or diploma;
- 4.5.2 bursaries will be allocated to at least two (2) more students during the 2018/2019 financial year, which bursaries will be for a period of three (3) years to allow the students to undertake a full time graduate degree or diploma; and
- 4.5.3 bursaries will be allocated to at least two (2) more students during the 2019/2020 financial year, which bursaries will be for a period of three (3) years to allow the students to undertake a full time graduate degree or diploma.
- 4.6 Ensure that there are sufficient resources within the Municipality to enable the spending of the Funds within the planned timeframe.
- 4.7 Co-fund the Programme by availing and allocating additional funds (to supplement the Funds) to each student who has been awarded a bursary, for their entire period of study.
- 4.8 Monitor the academic progress of each student who was awarded a bursary, administer all related processes, as might be determined by the municipality, and be responsible for the placement of students pursuant to the completion of their studies, subject to receipt of an application in following the Overstrand Municipality's Recruitment and Selection Policy, in response to an advertisement of a vacancy, including internships and learnerships.



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4.9 Utilise the interest earned (on the investment of the Funds) solely for the benefit of the agreed deliverables of the Programme. Interest earned will be accounted for in terms of Generally Accepted Accounting Principles (GRAP).

4.10 Immediately refund to the Provincial Treasury all the Funds, together with the interest earned thereon, clearly indicating the Programme name, should the Municipality fail to commence with the implementation of the Programme within six (6) months after the Provincial Treasury has made payment of the first amount of R240 000.00 (Two Hundred and Forty Thousand Rand).

#### 5. NO AGENCY RELATIONSHIP

The Municipality and/or its representatives do not in any way act as an agent/agents of the Provincial Treasury, and are not entitled to and cannot bind or act on behalf of the Provincial Treasury.

#### 6. REPORTING AND MONITORING

6.1 The Municipality must submit written progress reports, the framework there-of as mutually agreed upon, to the Provincial Treasury on a bi-annual basis within 30 (thirty) working days after the end of each of the following periods:

6.1.1 January to 30 June; and

6.1.2 1 July to 31 December.

6.2 The progress reports must reflect achieved targets and outputs, and must enclose all supporting documents substantiating the achieved targets and outputs. The Provincial Treasury shall be entitled to request additional information and/or documentation pertaining to any matters or issues arising from, relevant to, or omitted from a progress report.



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6.3 In addition, the Municipality shall make available to the Provincial Treasury all relevant records, documents and other evidence pertaining to its performance and/or obligations in terms of this Agreement in a prescribed format and/or as required by the Provincial Treasury, which shall allow the Provincial Treasury to conduct outcome and impact evaluations, after reasonable prior written notice has been given.

6.4 Failure by the Municipality to submit progress reports on or before the dates as stipulated may result in suspension or termination of this Agreement by the Provincial Treasury.

## 7. BREACH

7.1 If the Municipality breaches any or all of the terms and conditions of this Agreement, and fails to remedy such breach within seven (7) working days of receiving written notice from the Provincial Treasury requiring it to do so, the Provincial Treasury, without detriment to any other remedy which may be available to it in law, shall be entitled to cancel this Agreement and/or claim back all the Funds with interest from the Municipality.

7.2 The Provincial Treasury reserves the right to recover from the Municipality all legal fees incurred and collection commission raised by the Provincial Treasury's attorneys, as well as other legal costs on an attorney and own client scale incurred by the Provincial Treasury, to enforce its legal rights.

7.3 Expiry, termination or cancellation of this Agreement, for whatever reason, shall in no way prejudice the rights of the Provincial Treasury in respect of any preceding breach of contract or non-compliance

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by the Municipality with any or all of the terms and conditions of this Agreement.

**8. GOVERNING LAW AND DISPUTE RESOLUTION**

- 8.1 This Agreement shall be governed by and construed in accordance with the Laws of the Republic of South Africa.
- 8.2 In the event of any dispute arising from this Agreement, the Parties shall make every effort to settle such dispute amicably.
- 8.3 If the dispute is not capable of being settled amicably between the Parties, such dispute shall be elevated to the Senior Management/Executive or their duly designated representatives for mediation purposes, within seven (7) days of the dispute having arisen.
- 8.4 Should the dispute, despite such mediation, remain unresolved for a period of thirty (30) days after being so referred, either Party may declare such dispute a formal intergovernmental dispute by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in the Intergovernmental Relations Framework Act, 13 of 2005.
- 8.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court of law with jurisdiction to hear the matter.

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**9. NOTICE AND DOMICILIUM**

- 9.1 The Parties choose as their respective *domicilium citandi et executandi* or the purposes of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this Agreement, the following addresses:




**THE PROVINCIAL TREASURY:**

The Head Official: Provincial Treasury  
7 Wale Street  
Cape Town  
8001

**THE MUNICIPALITY:**

The Municipal Manager: Overstrand Municipality  
P.O. Box 20  
Hermanus  
7200

- 9.2 All notices to be given in terms of this Agreement shall be given in writing and be delivered or sent by prepaid registered post to the Party's chosen *domicilium citandi et executandi*.
- 9.3 If delivered by hand, a notice shall be presumed to have been received on the date of delivery, or, if sent by prepaid registered post, be presumed to have been received seven (7) business days after the date of posting.
- 9.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from the other Party shall be adequate written notice of communication to such Party.

  
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11/16

**10. ENTIRE AGREEMENT**

10.1 This Agreement constitutes the entire agreement between the Parties and no amendment, alteration, addition or variation of any right, term or condition of this Agreement will be of any force or effect unless reduced to writing and signed by the Parties.

10.2 The Parties agree that there are no conditions, variations or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in this Agreement.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017

\_\_\_\_\_  
**THE PROVINCIAL TREASURY**

**AS WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name in capital letters

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name in capital letters

SIGNED AT Assemanus ON THIS 16<sup>th</sup> DAY OF March 2017 8 

 11/16

12/16

*[Handwritten Signature]*  
THE MUNICIPALITY

AS WITNESSES:

*[Handwritten Signature]*  
Signature

SG DEYNERE-NAUDE  
Name in capital letters

*[Handwritten Signature]*  
Signature

JM HARUSE  
Name in capital letters

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## Annexure A

Declaration to be made by Municipal Manager:

Internal Control	Comment
a) Any control deficiencies by your assurance providers raised during the previous financial year? Please state specific assurance providers.	REFER MANAGEMENT REPORT - ANNEXURE F (ATTACHED)
b) Auditor General's overall opinion regarding the last financial year?	UNQUALIFIED (CLEAN AUDIT)
c) If any deficiencies were identified in (a) or (b) above, kindly indicate the above remedial actions you have introduced as mitigation factors.	AUDIT ACTION PLAN - ESTABLISH & IMPLEMENTATION OF AN INFORMATION TECHNOLOGY FRAMEWORK
d) Overall assessment of your internal control environment	REFER MANAGEMENT REPORT - ANNEXURE F (ATTACHED)

## Declaration

I, Mr Coenle Groenewald, duly authorise thereto, hereby certify that effective, efficient and transparent financial management and internal control systems are in place, and shall remain in place during the time that this Agreement is in force.

Signature:



Date:

16.02.2018

## Annexure F: Assessment of Internal controls

Below is our assessment of implementing the drivers of internal control based on significant deficiencies identified during our audit of the financial statements, the [annual performance report/insert name of performance report] and compliance with legislation. Significant deficiencies occur when internal controls do not exist, are not appropriately designed to address the risk, or are not implemented. These either had caused, or could cause, the financial statements or the [annual performance report/insert name of performance report] to be materially misstated, and material instances of non-compliance with legislation to occur.

The internal controls were assessed as follows:

●	The required preventative or detective controls were in place.
☹	Progress was made on implementing preventative or detective controls, but improvement is still required, or actions taken were not or have not been sustainable.
●	Internal controls were either not in place, were not properly designed, were not implemented or were not operating effectively. Intervention is required to design and/or implement appropriate controls.

The movement in the status of the drivers from the previous year-end to the current year-end is indicated collectively for each of the three audit dimensions under the three fundamentals of internal control. The movement is assessed as follows:

↑	Improved
↔	Unchanged
↓	Regressed



	Current year	Prior year	Current year	Prior year	Current year	Prior year
<b>Leadership</b>						
<b>Overall movement from previous assessment</b>	↔		↔		↔	
• Provide effective leadership based on a culture of honesty, ethical business practices and good governance, and protecting and enhancing the best interests of the entity	😊	😊	😊	😊	😊	😊
• Exercise oversight responsibility regarding financial and performance reporting and compliance as well as related internal controls	😊	😊	😊	😊	😊	😊
• Implement effective human resource management to ensure that adequate and sufficiently skilled resources are in place and that performance is monitored	😊	😊	😊	😊	😊	😊
• Establish and communicate policies and procedures to enable and support the understanding and execution of internal control objectives, processes and responsibilities	😊	😊	😊	😊	😊	😊
• Develop and monitor the implementation of action plans to address internal control deficiencies	😊	😊	😊	😊	😊	😊
• Establish and implement an information technology governance framework that supports and enables the business, delivers value and improves performance	😊	😊	😊	😊	😊	😊
<b>Financial and performance management</b>						
<b>Overall movement from previous assessment</b>	↔		↔		↔	
• Implement proper record keeping in a timely manner to ensure that complete, relevant and accurate information is accessible and available to support financial and performance reporting	😊	😊	😊	😊	😊	😊
• Implement controls over daily and monthly processing and reconciling transactions	😊	😊	😊	😊	😊	😊



Management report of Overstrand Municipality 18-17

	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
• Prepare regular, accurate and complete financial and performance reports that are supported and evidenced by reliable information	●	●	●	●	●	●
• Review and monitor compliance with applicable legislation	●	●	●	●	●	●
• Design and implement formal controls over information technology systems to ensure the reliability of the systems and the availability, accuracy and protection of information	☹	☹	☹	☹	N/A	N/A
<b>Governance</b>						
Overall movement from previous assessment	↔	↔	↔	↔	↔	↔
• Implement appropriate risk management activities to ensure that regular risk assessments, including the consideration of information technology risks and fraud prevention, are conducted and that a risk strategy to address the risks is developed and monitored	●	●	●	●	●	●
• Ensure that there is an adequately resourced and functioning internal audit unit that identifies internal control deficiencies and recommends corrective action effectively	●	●	●	●	●	●
• Ensure that the audit committee promotes accountability and service delivery through evaluating and monitoring responses to risks and overseeing the effectiveness of the internal control environment, including financial and performance reporting and compliance with legislation	●	●	●	●	●	●





## EXTERNAL BURSARY POLICY

**INDEX**

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2. Terms of Reference
3. Scope of Application
4. Regulatory Framework
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9. Administration of bursary programme
10. Graduate internship programme
11. Financial Assistance
12. Composition of the Bursary Committee
13. Obligations of Overstrand Municipality
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15. Criteria for awarding of bursary
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## **EXECUTIVE SUMMARY**

The purpose of this policy is to provide a framework for the External Bursary Policy.

### **1. PREAMBLE**

The Overstrand Municipality supports increasing the levels of investment in education and training in the labour market within the Municipal area of its jurisdiction.

The Municipality also supports to improving the employment prospects of persons previously disadvantaged by unfair discrimination and to redress those disadvantages through the creation of education opportunities for its residents.

This policy addresses national set Employment Equity targets in terms of the applicable legislation and regulations.

The studies to be funded, the number of beneficiaries and the cost of the bursaries will be determined annually by giving due consideration of changing circumstances, availability of funds, and the needs of the Municipality.

The bursary will be awarded to selected beneficiaries from previously qualified disadvantaged beneficiary groups with disabilities, who wish to pursue a career in any field of study which shall be determined by the Municipality according to its operational needs due sector scarce and critical skills demands to be undertaken with a recognized accredited South African tertiary institution.

### **2. TERMS OF REFERENCE**

This policy provides guidelines for the effective management of the awarding of external bursaries and the learning process accessed through the municipal bursary policy.

The Municipality commits itself to provide learning opportunities to deserving disadvantaged individuals to address the Employment Equity objectives of the Municipality in skills development.

### **3. SCOPE OF APPLICATION**

This policy will apply to previous disadvantaged individuals selected to undertake studies funded by the Municipality through its bursary policy.

### **4. REGULATORY FRAMEWORK**

Constitution of the Republic of South Africa At (No: 110 of 1983)

Skills Development Act (No: 97/1998)

Skills Development Levies Act (No: 9/1999)

South African Qualifications Authority Act (No: 58/1995)

National Qualifications Framework Act (No: 67/2000)

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Employment Equity Act (No: 55/1998)  
 Municipal Systems Act (No: 32/2000)  
 Municipal Finance Management Act (No: 56/2000)  
 National Skills Strategy (No: 97/1998)

## 5. **DEFINITIONS**

“Academic year” shall mean the applicable academic year during which a particular year of studies towards a registered course is undertaken.

“Agreement” shall mean the External Bursary Agreement.

“Bursary” shall mean the financial assistance provided by the Municipality for a particular academic year to enable the bursary holder to study at an approved institution with a view to obtaining a particular qualification;

“Accredited Tertiary Educational Institution” shall mean the tertiary education institution approved by the Municipality where the bursary holder will receive tuition during any period of full time or part time study.

“Educational Accreditation” shall mean a type of quality assurance process under which services and operations of educational institution or programs are evaluated by an external body to determine if applicable standards are met. If standards are met, accredited status is granted by the appropriate agency.

“Mentor” shall mean a municipal officer who gives a younger or less experienced person guidance and advice over a period of time.

“Municipality” shall mean the Overstrand Municipality.

“Previously Disadvantaged” shall mean a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983).

“Bursary Committee” shall mean members as per paragraph 12 of this policy. Members of the committee will be responsible in assessing and awarding of bursary applications.

## 6. **OBJECTIVES**

The Bursary Committee shall have the authority to:

- 6.1 Approve qualifications and/or subjects and its priority for inclusion in the Policy, or delete those which are no longer appropriate. To enable the applicant to either better equip him-/herself for purposes of possible future employment. It is therefore important that the proposed qualification is directly in relation to the activities of Overstrand Municipality.
- 6.2 Determine the amount of, and conditions governing, financial assistance in connection with approved qualifications as deemed necessary to give effect to the principles of this policy, and to safeguard the interests of the Municipality.

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- 6.3 Approve the continuation, extension, variation or termination of individual bursary holders on conditions laid down in the External Bursary Policy.
- 6.4 Determine the accredited tertiary educational institutions at which any bursary holder may pursue an approved qualification.
- 6.5 Money owing to the Municipality for financial assistance paid in terms of the policy shall be repaid and shall be in accordance with a debt collection process and institution of legal action to recover money. The bursary holder will be liable for all legal costs on a scale of attorney and client, including interest at the current prime rate from the date on which such monies are due to the municipality.
- 6.6 Adopt whatever actions are deemed necessary to address any unusual situation which is not specifically addressed by the Policy.
- 6.7 Continuously monitor the effectiveness of the Policy and submit recommendations to the Municipality whereby the Policy may be amended to accommodate changing or situation circumstances.
- 6.8 Study bursaries will be made available upon availability of funding.

## 7. **REQUIREMENTS**

- 7.1 A person who wishes to be considered for the granting of the bursary must apply in writing as per the official advertisement of the Municipality, placed on an annually basis.
- 7.2 Applicants must come from financially deserving families, sufficient and credible proof thereof must be attached to the application.
- 7.3 Applicants must meet the criteria for awarding the bursary as describe in paragraph 15.

## 8. **SELECTION CRITERIA IN RESPECT OF BURSARY STUDENTS**

- 8.1 The municipality will sponsor two (2) students per financial year with the highest pass rate in an academic year, whose place of residence is within the Overstrand jurisdiction.
- 8.2 To qualify for such assistance, each student must:-
  - 8.2.1 have passed Grade 12/Senior Certificate or equivalent. A statement of results from the school or tertiary institution must be submitted.
  - 8.2.2 Meet the admission requirements of the accredited tertiary academic institution concerned within the borders of South Africa;

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- 8.2.3 Be from previously disadvantaged designated groups;
- 8.2.4 Between the ages of 18 and 25 years;
- 8.2.5 Be from a financial deserving family whose parents/guardian/s that has a combined income of R3 500.00 or less per month for him/her to receive first preference; see 8.2.3.
- 8.2.6 Be able to prove the income of the parents/guardian by submitting proof;
- 8.2.6.1 salary payslip/in case of a business income a certified income statement by a registered accountant;
- 8.2.6.2 three months bank statement must be submitted; and
- 8.2.6.3 in the case of grant dependant a certified copy of receipt of grant must be submitted;
- 8.2.7 Furnish the municipality with satisfactory proof of enrolment or acceptance for enrolment for the course at a recognized institution as outlined in section 13.1.
- 8.3 The municipality may not sponsor studies in advanced diplomas or postgraduate courses.
- 8.4 Notwithstanding clause 8.2.4 above under certain and specific circumstances, the Municipality may consider a potential student older than 25 years, but not older than 30 years.

## 9. ADMINISTRATION OF BURSARY SCHEME

- 9.1 The Director: Management Services shall be responsible for the administration and implementation of the Policy and he/she, or his/her assignee shall have power to conclude contracts in terms of the Policy.
- 9.2 All applications must be made on the prescribed External Bursary Application Form – see Annexure A.
- 9.3 Awarding of bursaries in terms of the Policy will be based on scarce and critical skills as specified within the MOA between The Western Cape Government Via Its Provincial Treasury and Overstrand Municipality.
- 9.4 All external bursary holders will have to sign a Memorandum of Agreement – see Annexure B.
- 9.5 Relevant Departments/Directorates must appoint a mentor for each bursary holder. This mentor must ensure that each bursary holder is provided with working exposure by means of Co-Operative in-Service Training
- 9.6 Human Resources must keep register of all bursaries paid and monitor whether beneficiaries have indeed passed, and if not recover all monies paid in terms of the Policy. Recoveries must also be affected as prescribed in the case of registration. The register must contain the following details:
- Bursary holder name
  - Course registered
  - Institution
  - Subjects registered
  - Date of commencement
  - Date of completion
  - Bursary amount
  - Date of payment

- Passed / Yes or No
- Amount recovered
- Debtors number

#### 10. **GRADUATE INTERNSHIP PROGRAMME**

- 10.1 Graduates who are unemployed can be placed in a position to apply for the municipality's Graduate Internship Programme for a period of three months. No bursary holder will automatically qualify for this program.
- 10.2 The line department must initiate the implementation of a formalized Graduate Internship Programme with predetermined learning outcomes.
- 10.3 All applications must include the bursary holder's Curriculum Vitae as well Copy of Identification Document.
- 10.4 Line departments must assign a mentor to each intern in order to provide advice and guidance for the duration of practical experiential programme.
- 10.5 Applications for Graduate Internship Programmes (Practical Experiential Training Policy) will be dealt with in terms of the Municipal Practical Experiential Training Policy .
- 10.6 Line Departments must decide on the number of graduate interns they will accommodate per financial years as per their SDBIP's.

#### 11. **FINANCIAL ASSISTANCE**

- 11.1 Financial assistance shall be given to an applicant in respect of expenses to be incurred to enable him/her to obtain the qualification approved by the Municipal Manager or his/her assignee. Financial assistance shall be given on a year to year basis subject to satisfactory academic reports from the tertiary institution.
- 11.2 Financial assistance, which shall include registration, tuition and examination fees as well as R5 000.00 as amended from time to time for books, shall be paid directly to the student upon receipt of proof the registration for the qualification and the relevant invoices. In the case where registration, tuition and examination fees were paid by the bursary holder, a refund to the bursary holder will be done upon receipt of the relevant payment receipts. Fees for registration and/or subjects that the bursary holder has failed are excluded.
- 11.3 Where a qualification is obtainable through an accredited institution the amount of financial assistance in respect of tuition fees shall be limited to the scale of fees charged by such accredited institution. Grant funding will be dependent on the course as per the MOA.
- 11.4 No payment or advancement of any kind in terms of the bursary agreement shall be made or given by the municipality until such time as the bursary holder has produced the following to the municipality:

- 11.4.1 Any document, including a birth certificate or proof of any qualification, which the municipality may require him/her to exhibit for scrutiny;
  - 11.4.2 A duly completed and signed copy of the bursary agreement;
  - 11.4.3 Proof of successful acceptance at the tertiary institution;
  - 11.4.4 Documentary proof from the tertiary institution concerning the bursary holder's academic record and progress at the institution;
  - 11.4.5 Any/all information in writing which the municipality may request concerning any other bursary, award subsidy, grant, etc. that has been awarded to the bursary holder for purposes of, or in connection with, the qualification for which the municipality awarded a bursary to the bursary holder.
  - 11.4.6 Proof of residential address within the Municipality's area of jurisdiction.
- 11.5 Bursaries will be allocated to at least two more students during the 2018/2019 financial year, which bursaries will be for a period of three years to allow the students to undertake a full time graduate degree or diploma depending on funding available.
- 11.6 Bursaries will be allocated to at least two students during the 2019/2020 financial year, which bursaries will be for a period of three years to allow the students to undertake a full time graduate degree or diploma depending on funding available.

## 12. **COMPOSITION OF THE BURSARY COMMITTEE**

The bursary committee shall consist of the follow:

- Director: Management Services
- CFO
- Senior Manager: Human Resources
- Union Representatives (2)
- HR Practitioner: Training and Development
- Senior Manager: Expenditure & Assets

## 13. **OBLIGATIONS OF OVERSTRAND MUNICIPALITY**

Overstrand Municipality has the following obligations under the external bursary policy:

- 13.1 To make available an annual bursary to qualifying students who meet the criteria for a period of three years, to undertake a full time graduate degree or diploma in finance , economics, accounting, supply chain management, internal audit, risk management and infrastructure for the minimum period prescribed by the accredited tertiary institution for completing his/her qualification depending on funding available;
- 13.2 To ensure the bursary will only be payable by the municipality if the municipality is satisfied that the student has enrolled and registered as a full time student for the academic year at a

recognised accredited tertiary institution for the approved qualification and has produced official documentation in this regard;

- 13.3 After completion of qualifications, students may apply for any advertised post in the municipality in terms of the recruitment and selection policy of the municipality;
- 13.4 Once the bursary holder successfully completes the bursary funded course at the accredited tertiary institution, he/she will be relieved of all contractual obligations as set out in this policy
- 13.5 Academic progress after each examination to be tabled at the Bursary Committee Meeting to evaluate the progress.
- 13.6 Make necessary arrangements to provide the student concerned with experiential training as prescribed by the Accredited tertiary institution as part of the course;

#### **14. OBLIGATIONS OF THE BURSARY HOLDER**

The bursary holder has the following obligations under the external bursary scheme:

- 14.1 To enrol and register as a student at an accredited tertiary institution in South Africa which has been approved by Overstrand Municipality;
- 14.2 To undertake all studies to qualify him/herself for the qualification;
- 14.3 To complete the qualification within the minimum period prescribed at an accredited tertiary institution;
- 14.4 Bursary funding will be subjected to funding made available by the Western Cape Government on an annual basis;
- 14.5 At the end of every study year/semester at more specifically the end of June (first semester) and the end of December (second semester/year) the bursary holder shall submit to the municipality satisfactory proof of examination results in respect of subjects/modules for which the bursary holder enrolled at the beginning of the study year/semester for which the bursary holder enrolled at the beginning of the study year/semester concerned and for which a study bursary was allocated. This arrangement allows the municipality to evaluate the bursary holder's academic progress;
- 14.6 The bursary holder must timeously inform the municipality as to when he/she will meet with all the requirements of the qualification and this must be done in a form of written correspondence from the tertiary institution;
- 14.7 The bursary holder must immediately inform the municipality in writing if he/she suspends the course or any part of the course concerned;

- 14.8 Not to change studies the course of elected qualification as specified in the contract of agreement without prior arrangement and approval by the municipality;
- 14.9 Not to substitute courses or accredited tertiary institutions as specified in the in contract of agreement without the consent of the Municipality;
- 14.10 To attend all classes as prescribed by the accredited tertiary institution for the duration of the course.
- 14.11 Students must notify the municipality in the event of discontinuing of studies.
- 14.12 To notify the municipality when convicted after any disciplinary action has been instituted by the tertiary institution within 5 (five) days after such conviction.

#### **15. CRITERIA FOR AWARDING OF BURSARY**

Candidates who want to apply for a bursary need to meet the following requirements:

- 15.1 must be a South African citizen
- 15.2 must have a valid ID document.
- 15.3 have to meet all requirements for the relevant course that you are applying for.
- 15.4 Provide proof that you have registered for a degree / diploma and have been accepted at the chosen accredited tertiary institution.
- 15.5 Must provide proof for the need of financial assistance.
- 15.6 Only applicants wanting to study or who are currently studying in one of the fields as mentioned above may apply.
- 15.7 Holders of Grade 12 certificates must indicate receipt of University Bachelor's Degree application.
- 15.8 If at University the combined university average percentage must be 65% or higher for the previous year of study.
- 15.9 Individuals from historically disadvantaged communities and/or individuals with disabilities.
- 15.10 Individuals who reside within the Municipality' area of jurisdiction.

#### **16. TERMINATION OF BURSARY**

16.1 The bursary shall be terminated in the following circumstances:-

- 16.1.1 Bursary holder does not successfully complete the course within the prescribed period;

16.1.2 Bursary holder discontinues his/her studies for whatever reason before the completion of his/her course, (except in the case of illness accompanied by the doctor's certificate;

16.1.3 Bursary holder fails a study year.

16.1.4 Bursary holder has been expelled by the tertiary institution for whatever reason.

Policy Section	Human Resources
Current update	
Previous review	
Approval by Council	29 May 2019

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Annexure A



**MUNICIPAL EXTERNAL BURSARY FUND APPLICATION FORM**  
**(PLEASE NOTE: This form must be completed in the own handwriting of the applicant)**

PART A: PERSONAL PARTICULARS											
SURNAME			TITLE			MR	MRS	MISS			
FIRST NAMES											
IDENTITY NUMBER						AGE					
(Attach an originally certified copy of your identity document) DATE OF BIRTH											
For the purpose of monitoring employment equity in terms of bursaries, it would be appreciated if you would provide information regarding your race, gender and disability.											
GENDER	MALE		FEMALE	DISABILITY (Please specify)							
RACE	ASIA N		AFRICAN	COLOURED			WHITE		OTHER		
PERMANENT RESIDENTIAL ADDRESS (Attach proof of permanent residential address)											
				POSTAL CODE							
ADDRESS AT WHICH YOU CAN BE CONTACTED AT ALL TIMES											
				POSTAL CODE							
PERMANENT ADDRESS IF DIFFERENT FROM RESIDENTIAL ADDRESS											
				POSTAL CODE							
HOME TELEPHONE NUMBER				CELLULAR NUMBER				ALTERNATIVE NUMBER			
ANY RELATIONSHIP WITH AN EMPLOYEE(S) OF THE OVERSTRAND MUNICIPALITY											
YES		NO	1.								
IF YES, NAME OF EMPLOYEE(S)				2.							
ANY RELATIONSHIP WITH AN COUNCILLOR(S) OF THE OVERSTRAND MUNICIPALITY											
YES		NO	1.								
IF YES, NAME OF COUNCILLOR(S)				2.							



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**SUBJECTS ENROLLED FOR**

1.	2.
3.	4.
5.	6.
7.	8.
9.	10.

**PART D: GENERAL INFORMATION**

HAVE YOU RECEIVED A BURSARY FROM OVERSTRAND MUNICIPALITY IN THE PAST?	YES		NO	
DO YOU RECEIVE A BURSARY AND / OR ASSISTANCE FROM ANOTHER INSTITUTION?	YES		NO	
IF YES, STATE WHETHER IT IS A FULL BURSARY AND / OR ASSISTANCE	YES		NO	

PLEASE MOTIVATE WHY YOU HAVE CHOSEN THIS STUDY COURSE:


**PART E: REFERENCES**

PLEASE PROVIDE THE NAMES OF TWO TEACHERS / LECTURES / TUTORS TO WHOM YOU ARE WELL KNOWN AND WHOM THE OVERSTRAND MUNICIPALITY MAY CONTACT:

NAME		TELEPHONE	
NAME		TELEPHONE	

I CERTIFY THAT THE INFORMATION CONTAINED ON THIS FORM IS TRUE AND ACCURATE ON THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT THE SUBMISSION OF FRAUDULENT INFORMATION WILL LEAD TO AUTOMATIC DISQUALIFICATION AND / OR WITHDRAWAL OF ALL FINANCIAL ASSISTANCE GRANTED IN TERMS OF THE EXTERNAL BURSARY POLICY OR A CLAIM THAT ALL FEES BE PAID BACK TO OVERSTRAND MUNICIPALITY. IN APPROPRIATE CASES, THE MATTER MAY ALSO BE REPORTED TO THE SOUTH AFRICAN POLICE SERVICES.

SIGNATURE		DATE	
SIGNATURE OF GUARDIAN (in the case of a minor)		DATE	

PLEASE NOTE THAT IN TERMS OF THE APPROVED EXTERNAL BURSARY POLICY OF THE OVERSTRAND MUNICIPALITY –

- The closing date for applications will be regarded as the date on which requirements as stipulated in this Policy should be met by applicants.
- Incomplete bursary applications which lack the required supporting documentation or late applications shall not be considered.
- Overstrand Municipality shall not be held responsible for students not being registered, should the process, for any reason whatsoever, be delayed or withdrawn.

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- Should Council be dissatisfied with a student's performance based upon progress reports, it reserves the right to terminate any further payments and to disqualify such a student from future participation in the External Bursary Policy.
- Submission of fraudulent information will lead to automatic disqualification and/or withdrawal of all financial assistance granted in terms of the External Bursary Policy, or a claim that all fees be paid back to Overstrand Municipality. In appropriate cases, the matter may also be reported to the South African Police Services.
- Students will be obliged to submit progress reports twice per year at the end of July and November.
- Students to whom participation in the External Bursary Policy have been granted will be obliged to sign a Study Agreement (Memorandum of Agreement) with the Overstrand Municipality.

DRAFT 26022019



## **EXTERNAL BURSARY CONTRACT:**

(Herein referred as the "Contract")

By and between

**Name: NAME AND SURNAME**

**IDENTITY NUMBER: INSERT ID NUMBER**

(The "Bursary Holder")

and

**OVERSTRAND MUNICIPALITY**

(Hereinafter referred to as the "Municipality")

17/20

Dear (INSERT TITLE, NAME AND SURNAME HERE)

EXTERNAL BURSARY (INSERT QUALIFICATION HERE)

We are pleased to inform you that you have been granted an external bursary to obtain the above-mentioned qualification.

**The granting of this bursary is subject to the conditions and service obligations as set out below:**

**Conditions and Service obligations of this Contract:**

**The bursary holder has the following obligations under the external bursary policy:**

- 1.1 To enrol and register a student at a recognised tertiary institution in South Africa which has been approved by Overstrand Municipality;
- 1.2 To undertake all studies and do all such other things as may be necessary to qualify him-/herself for the qualification;
- 1.3 To complete the qualification within the minimum period prescribed by the tertiary institution;
- 1.4 To undergo any practical or vocational training required by the tertiary institution in connection with the qualification provided that funds are available within the municipality;
- 1.5 The bursary holder shall not accept any bursary, grant, allowance, etc which in the municipality's opinion, together with the municipality's bursary exceeds the total tertiary obligations for the qualification. In the case where these amounts received by the bursary holder exceed his/her tertiary financial obligations, the municipality's bursary shall be reduced accordingly;
- 1.6 If there are funds within the municipality, the bursary holder shall be remunerated in respect of such work in accordance with the rate or tariff as may be determined by the municipality from time to time in respect of tertiary institution students;
- 1.7 At the end of every study year/semester at the end of June (first semester) and the end of December (second semester/year) the bursary holder shall submit to the municipality satisfactory proof of examination results in respect of subjects/modules for which the bursary holder enrolled at the beginning of the study year/semester concerned and for which a study bursary was allocated. This arrangement allows the municipality to evaluate the bursary holder's academic progress;
- 1.8 The bursary holder must timeously inform the municipality as to when he/she will meet with all the requirements of the qualification and this must be done in a form of written correspondence from the tertiary institution;
- 1.9 The bursary holder must immediately inform the municipality in writing if he/she suspends the course or any part of the course concerned.
- 1.10 Overstrand Municipality retains the right to terminate a bursary holder's services at any time irrespective of the fact that the bursary holder is under obligation to remain in service for contractual purposes. Council shall not be bound by a bursary holder to complete his/her contractual service period at termination of service. The Bursary Committee has the right to waive a bursary holder's contractual obligation in the case of dismissal or retrenchment.

**Overstrand Municipality has the following obligations under the external bursary policy:**

- 2.1 To make available a bursary to the bursary holder for the minimum period prescribed by the tertiary institution for completing his/her qualification depending on availability of grant funding;
- 2.2 To ensure the bursary will only be payable by the municipality if the municipality is satisfied that the bursary holder has enrolled and registered as full time student for the academic year at the (Insert Service Provider) for the (Insert Qualification) and has produced official documentation in this regard;
- 2.3 Overstrand Municipality shall not later than three (3) months after the bursary holder has completed the final examination for the qualification, advise the bursary holder in writing whether the municipality has employment for him/her, at the entry level of the relevant professional stream, subject to the bursary holder meeting all requirements of the qualification as set out by the tertiary institution. This offer of employment shall be made at the sole discretion of Overstrand Municipality.
- 2.4 The bursary holder consents in terms of section 45 of the Magistrate's Court Act no 32 of 1944 as amended to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, provided that the municipality may at its sole discretion, elect to institute such proceedings in the High Court.
- 3. This agreement shall in all respects be construed in accordance with the law of the Republic of South Africa.
- 4. Each of the parties chooses *domicilium citandi et executandi* for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this agreement at their respective addresses set forth hereunder:

**The Municipality:**

**Physical:** 1 Magnolia Street  
HERMANUS  
7200

**Postal:** P O Box 20  
HERMANUS  
7200

**The bursary holder:**

**Physical:**

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**Postal:**

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- 5. Any notice to any party shall be addressed to it at its *domicillum* aforesaid and be sent either

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by pre-paid registered post or delivered by hand.

6. In the case of any notice:

- 6.1 Sent by pre-paid registered post, it shall be deemed to have been received, unless the contrary is proved, on the seventh day after posting; and
- 6.2 Delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.
- 6.3 Any party shall be entitled by notice in writing to the other, to change its *domicilium* to any other address within the Republic of South Africa, provided that the change shall become effective only fourteen (14) days after the service of the notice in question.
- 6.4 Any notice addressed to the Municipality shall be required to be addressed to the Municipal Manager (For the Attention of Ms L Bucchianeri) to be deemed to have been effectively delivered or served.

As Bursary Holder and witness:

\_\_\_\_\_  
 PRINT NAME & SURNAME  
 (Bursary Holder)

\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 PRINT NAME & SURNAME  
 (Witness)

\_\_\_\_\_  
 SIGNATURE

Dated and signed at ..... on the ..... day of  
 ..... 20.....

**In the event of the bursary holder being a minor:**

I, the undersigned ..... (Names in full), in my capacity as parent and/or lawful guardian of the said bursary holder do hereby give my consent and assistance to him/her in the conclusion of this contract and accept full responsibility in respect of all terms and conditions of the said contract.

As Bursary Holder and witness:

\_\_\_\_\_  
 PRINT NAME & SURNAME  
 (Bursary Holder)

\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 PRINT NAME & SURNAME

\_\_\_\_\_  
 SIGNATURE

20/20

(Witness)

Dated and signed at ..... on the ..... day of

..... 20.....

I wish you every success with your studies.

Yours faithfully

\_\_\_\_\_  
PRINT NAME: For/Behalf of Municipal Manager

\_\_\_\_\_  
Signature

DRAFT 26022019