



UNIVERSITY OF JOHANNESBURG

2018 UJ Supervisor-Linked Bursaries Agreement

UJ SUPERVISOR-LINKED BURSARIES FOR MASTER'S AND DOCTORAL STUDY

I, _____ (full name);

Student number _____ (hereinafter the **bursary-holder**), hereby accept the bursary awarded to me by the University of Johannesburg (hereinafter UJ). The terms and conditions as may be imposed by UJ and of which the bursary-holder shall be advised in writing shall form an integral part of this Agreement. The bursary is awarded subject to the following terms:

A. BURSARY CONDITIONS

1. The bursary-holder will be a registered UJ student during first semester or second semester of registration on the tenure period of this bursary at UJ and the normal terms and conditions of students will apply and must be read in conjunction with this Agreement.
2. The value of the bursary amount allocated to the student will be awarded based on available funds and faculty's discretion.
3. This Agreement remain in force for one year of registration and the award in the following year of study is not automated, students are therefore required to re-apply and complete the required documents in concurrent with this Agreement.
4. The bursary will be awarded maximally for the prescribed period only, viz. two years for Master's study and three years for Doctoral study.
5. The bursary holder consents to the collection and processing of personal information for administration and governance purposes pertaining to this bursary.
6. If a bursary-holder does not obtain the degree for which the bursary was awarded within the prescribed period (three years for Master's and five years for Doctoral study), relinquishes his/her studies or leaves UJ during the period for which the bursary was awarded, he/she may have to refund all payments of the bursary already received for study towards the particular degree/diploma, plus interest at the official interest rate for government loans as announced by the Minister of Finance from time to time.
7. As a condition of the bursary, students may in certain instance engage in an academic activity designed to further enhance the development of their academic and/or research skills provided that there is a need by the department to engage such students. The nature of this activity will be defined by the department, which will negotiate the ideal time at which the activity is to be performed – by mutual Agreement this may be during term-time or during vacation.
8. Should the bursary-holder fail to fulfil any of the aforesaid conditions or should it transpire that a bursary was awarded on the basis of false information supplied to UJ, UJ will be entitled to cancel this Agreement and recover any bursary monies already paid.
9. The guidelines and conditions indicated in the 2018 UJ Bursary booklet apply to the Supervisor-linked bursaries. Bursary holders are therefore required to familiarise themselves with these guidelines and conditions.
10. The bursary-holder is not a staff member at the University of Johannesburg who qualifies for the tuition fees remission. **Notwithstanding the conditions referred to in the clauses of this Agreement, UJ reserves the right to adjust or cancel its bursary.**
11. The bursary-holder will notify UJ immediately of any change in the circumstances under which the bursary was awarded that might affect the award of the bursary. Should the bursary-holder fail to do this, the bursary will be cancelled by UJ with immediate effect in which event the bursary-holder will be liable to refund the bursary as contemplated in Clause 4 above.
12. Should the bursary holder commit a breach of any provision, term or condition hereof and remain in default for a period of seven (7) days after receipt by it of written notice from UJ (the "aggrieved party")

calling for such breach to be remedied, the aggrieved party will be entitled, without prejudice to any other rights it may have hereunder or in law, to terminate this Agreement or to claim specific performance of all the aggrieved party's obligations whether or not such obligations would otherwise have fallen due for performance, in either event without prejudice to the other party's rights to claim damages.

13. Should the bursary-holder not perform in terms of this Agreement and UJ be compelled to institute legal action for the recovery of any monies, the bursary-holder will be liable for all costs incurred on the scale of attorney-and-client basis and further agrees to the jurisdiction of the Magistrate's Court in accordance with Section 45 of Act 32 of 1944, as amended, for any action that may arise from this Agreement.
14. The bursary-holder hereby elects the following address as his/her *domicilium citandi et executandi* for the service of all notices or court process in terms of this Agreement:

NB: Please provide a residential address. PO Box numbers and university residence or departmental addresses are not acceptable.

15. This Agreement constitute the entire contract between the Parties.
16. No amendment, alteration, addition or suspension of any provision of the Agreement shall be of any force, unless reduced to writing and signed by both Parties.
17. No waiver of any right in terms of the Agreement shall be binding for any purpose unless expressed in writing and signed by the Party concerned and such waiver shall be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party in exercising any right precludes any other or further exercise thereof or the exercise of any other right.
18. Neither Party shall be entitled to assign, cede, transfer or delegate any of its rights or obligations under the Agreement in whole or in part to any person, without the prior written consent of the other Party, which shall not unreasonably be withheld or delayed.
19. If any provision of the Agreement is or becomes invalid or unenforceable, such provision shall be divisible and be regarded as pro non scripto and the remainder of the Agreement shall be regarded as valid and binding unless materially affected.
20. No indulgence or relaxation of rights granted by a Party to the Agreement to the other Party shall be prejudicial to or constitute a waiver of such Party's rights under the Agreement or at law, and any waiver of rights by a Party to the Agreement shall not be construed as such unless such waiver is in writing and signed by the Parties.

Accepted and signed at _____ this ___ day of _____ 20__

Bursary-holder's signature

Bursary-holder's identity number

(1) _____
Witness' signature

Witness' identity number

(2) _____
Witness' signature

Witness' identity number