



(Reg. No. IT 11410/97)
(NPO No. 025-643)

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BURSARY AGREEMENT

ENTERED INTO BY AND BETWEEN

THE WINTER CEREAL TRUST
(hereinafter referred to as “the Trust”)

AND

(Full name and surname)

(hereinafter referred to as “the Student”)

1. **PREAMBLE**

In this agreement, unless the opposite has clearly been indicated the following words and phrases have the respective meaning set out hereunder, whilst related words have related meanings:

“Bursary” the Winter Cereal Trust Bursary Scheme

“Mentor” the project leader nominated by the academic institution to guide and oversee the Student to ensure that the Student makes good progress and successfully completes his/her course and whose appointment has been approved by the Winter Cereal Trust.

“Small Grains Industry” the Wheat, Barley, Oats and Durum Industries including the cultivar breeding, production, handling, storing, marketing, processing and consumption sectors thereof and all research activities related thereto.

“The Student (Full name and surname, and physical address as well as e-mail and facsimile address for purposes of clause 10.1)”

“The agreement” This memorandum of agreement and all amendments and attachments thereto.

“Winter Cereal Trust” The trustees for the time being of the Winter Cereal Trust, Registration number IT 11410/97, a trust registered in terms of the laws of the Republic of South Africa with its principal place of business situated at 477 Witherite road, Block C, Grain building, Agri hub Office Park.

“Winter Cereal Trust Technical Committee” A committee appointed by the Winter Cereal Trust to provide guidance to the Winter Cereal Trust on technical and scientific issues related in Small Grains Industry research.

- 1.2 Words in singular, include reference to the plural and vice versa, words referring to either gender include reference to the other gender, and words referring to natural persons include reference to a legal entity.
- 1.3 Reference to this agreement means the agreement and all attachments thereto.
- 1.4 Heads to clauses have been included for reference purposes only and do not influence the conditions to which they refer.

2. **ALLOCATION**

- 2.1 The Winter Cereal Trust allocates herewith a bursary to the amount of R.....per year _____
(amount in words) for a period ofyears to The Student to allow him/her to study at _____ **(institution)** - to obtain a degree/diploma in _____.

- 2.2 This amount will be paid out in two equal amounts each year. The first will be paid out no later than 31 March and the second no later than 30 September each year. Payment will be subject to the correct completion of reporting procedures. (Paragraph 3)
- 2.3 The parties agree that the Winter Cereal Trust may during the period indicated, annually reconsider the allocated amount.
- 2.4 The parties furthermore agree that, in the event of the student obtaining full-time employment during the bursary period, the bursary amount will be lowered by 65 percent for the period of full-time employment. The bursary holder's work commitment will then be lowered on a pro-rata basis.

3. REPORTING

- 3.1 The first payment each year will be subject to submission of proof of registration at the academic institution for the academic year and a written progress report from the Mentor confirming that the Student is qualified to begin or continue with his/her studies. The second payment will be subject to written confirmation by the Mentor to be received no later than 31 July that the Student is making satisfactory progress with his/her project.
- 3.2 The Student undertakes to inform the Winter Cereal Trust of any amendment to the degree for which the bursary has been allocated, which changes are subject to the written approval of the Trust.

4. KEY DATES

The Student undertakes to achieve the following key dates pertaining to his/her studies:

- 4.1 Successful completion of the _____ (course) by _____ (date).
- 4.2 The Student also undertakes to supply the Winter Cereal Trust with documentation from the academic institution confirming that the project has been successfully completed and a copy of any paper that the student has authored or co-authored as well as his/her degree certificate if applicable.
- 4.3 Should the Student at any time fail to proceed in achieving this goal, the Winter Cereal Trust will be entitled to cancel the bursary immediately. The Student will then be required to repay all monies paid out in terms of this agreement, as set out in clause 6 to the Winter Cereal Trust.

5. CLAIM TO SERVICES

- 5.1 The Student undertakes to attend the annual meeting of the Winter Cereal Trust Technical Committee when it reviews research projects for the Small Grain Industry. This is usually a two day meeting held in September each year. The Student will be reimbursed for pre-approved travelling and accommodation expenses incurred as a result of this arrangement.
- 5.2 The Student undertakes to work within the Small Grains Industry for a period equal to the period for which a bursary was granted to the Student. The institution/organisation at which such service is rendered must be approved by the Winter Cereal Trust in writing. The parties agree specifically that it is the responsibility of the Student to acquire such employment.

- 5.3 The Student will be granted a three months period after the qualification date as stated in the Bursary Agreement to secure appropriate employment in the Small Grains Industry. After this period, bursary holders will be expected to accept the next appropriate post offered to them in the Small Grains Industry provided the remuneration package is market related within the organisation offering the employment. The right of one refusal of posts offered will be permitted.

6. CANCELLATION

- 6.1 Notwithstanding any conditions contained in clauses 2.2 and 2.3, the Winter Cereal Trust is entitled to:
- 6.1.1 Cancel the bursary at any time if the Student in its view has committed an irregularity which in the opinion of the Winter Cereal Trust will mean that he/she will be unable to make satisfactory progress with his/her studies, or if he/she fails to comply with any conditions contained in this agreement, be it deliberate or negligent, at which time all amounts paid out to the Student in terms of this agreement, plus interest as set out herein, will be claimable immediately; or
- 6.1.2 Cancel this agreement at any time if it is convinced that the Student, for whatever reason is unable or incompetent to continue with his/her studies and that such incompetence has been aided by the actions and/or negligence of the Student in which case the Winter Cereal Trust will at its own discretion decide whether to cancel the bursary and whether the Student must repay the amount that has been paid up to that point in terms of this agreement, plus interest as set out herein, to the Winter Cereal Trust by the Student.
- 6.2 The Student undertakes to in event of or due to: -
- 6.2.1 his/her refusal to accept employment as per clauses 5.2 and 5.3 or to stay in employment for the full term he/she has to stay in employment as per this agreement; or
- 6.2.2 his/her dismissal in accordance with the applicable labour legislation from such service during the period of employment; or
- 6.2.3 the cancellation of the bursary in terms of clause 6.1; or
- 6.2.4 his/her deviation or suspension from the course for which the bursary has been awarded without the prior written approval from the Winter Cereal Trust;

repay to the Winter Cereal Trust all amounts that were paid out by the Winter Cereal Trust in terms of this agreement within the period and at an interest rate of the prime overdraft rate at the time of cancellation, which amount will be calculated from the date from which such amounts have been paid out, with the proviso that the Student will be exempt from payments **pro rata** to the period for which he/she has been employed.

7. CO-OPERATION

Both parties agree to:

- 7.1 conduct all activities and activities from others in fulfilling this agreement in good faith;
- 7.2 obtain decisions by directors and shareholders of any relevant company; and

- 7.3 in so far as it is within the powers of any party, execute the contents and objectives of this agreement, or any other agreement flowing from this agreement, in accordance with the conditions of the agreement.

8. RIGHT OF APPEAL

- 8.1 The Student has the right to appeal directly to the Winter Cereal Trust if he/she is of the opinion that any clause in this agreement has not been applied fairly; and
- 8.2 Should the Winter Cereal Trust and the Student not reach agreement on the matter concerned, the provisions of clause 11 will apply.

9. GENERAL

- 9.1 Any change, cancellation or amendment of this agreement, or any addition hereto including the conditions as contained in this clause, is null and void unless it is contained herein or has been provided in writing and has been signed by both parties or their empowered representatives.
- 9.2 This agreement forms the entire agreement between the two parties and no such party is bound by any other agreement, presentation, guarantee, promise or something similar.
- 9.3 No compromise, concession or extension of time, which any party may grant the other party, will prejudice in any way such party to exercise his/her right at any time in the future.

10. NOTICES AND DOMICILIA

- 10.1 Each party chooses their own *domicilium citandi et executandi* (“*domicilium*”) for the purposes of notices, the payment of any sum, instituting action against the other party or any other purpose which may be forthcoming from this agreement, the addresses as indicated in clause 1.
- 10.2 Any of the parties can change their domicile by way of written notice to the other party on condition that such new domicile must be a physical address within the Republic of South Africa.
- 10.3 Any notice given or payment made by one party to the other (the “addressee”) which:
- 10.3.1 is delivered by hand during normal business hours of the addressee at the domicile of the addressee, is deemed, until it has been proven to the contrary by the addressee, to have been received by the addressee at the time of delivery;
- 10.3.2 has been posted by way of pre-paid registered post from an address within the Republic of South Africa to the addressee’s domicile, until it has been proven to the contrary by the addressee, to have been received by the addressee by the tenth day after the date on which it was posted.
- 10.4 Where in terms of this agreement it is expected that any communication must be in writing, the term “in writing” also refers to communications via facsimile or e-mail. Communication by way of facsimile or e-mail, until it has been proven to the contrary by the addressee, is deemed to have been received by the addressee 48 hours after the time of sending.

11. **FINAL JURISDICTION**

- 11.1 The parties agree in terms of the conditions of Section 45 of Act 32 of 1944, to the jurisdiction of the magistrate's court with regard to any issues which may be forthcoming from this agreement to which the mentioned magistrate's court have jurisdiction according to Section 28 of Act 32 of 1944. Notwithstanding this condition, the Winter Cereal Trust reserves the right to bring to any court of its choice, any issue it deems fit to bring to court, if it so chooses.

SIGNED AT _____ ON THIS _____ DAY OF _____

AS WITNESSES:

1. _____

2. _____

STUDENT

(PARENT/GUARDIAN IN EVENT OF
THE STUDENT BEING A MINOR)

Please note: This information together with the WCT Bursary Scheme information pamphlet and application form is available on the WCT Website: www.wintercerealtrust.co.za.