

MEAT INDUSTRY TRUST (MIT)

BURSARY WORKING COMMITTEE

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BURSARY AGREEMENT



ENTERED INTO BY AND BETWEEN

1. PARTIES:

MEAT INDUSTRY TRUST

(Represented by the Chairman of the Bursary Working Committee
[BWC] of the Meat Industry Trust [MIT])

Authorization Number: IT8114/98
Name: Chairperson: MIT - BWC
Postal address: P.O. Box 36802, Menlo Park, 0102
Physical address: 318 The Hillside, Lynnwood, Pretoria 0081
Telephone: 012 348 7572
E-mail: aletd@levyadmin.co.za
Fax number: 012 361 2382

(Hereinafter referred to as “the Trust”)

AND

STUDENT

Title: _____

Full name and surname: _____

Identity number: _____

Postal address: _____

Physical address: _____

Telephone/Cell number: _____

Fax number: _____

E-mail: _____

(Hereinafter referred to as “the Student”)

2. PREAMBLE

WHEREAS the MIT awarded to the student a bursary for a postgraduate scholarship to be trained as a Scientist at the under-mentioned Academic Institution, in the field as approved by the BWC, the Parties hereto agree to the contents of clause 3 through 12 hereunder.

3. INTERPRETATIONS:

3.1 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:

3.1.1 **“Academic Institution”:** means a tertiary academic institution registered by the Higher Education Quality Council (HEQC).

3.1.2 **“Agreement”:** this memorandum of agreement and all amendments and attachments thereto;

3.1.3 **“Bursary”:** the bursary awarded by the MIT to the student on the conditions set out in this Agreement;

- 3.1.4 **“BWC”**: means the bursary working committee of the MIT acting on behalf of the MIT herein;
- 3.1.5 **“Meat Industry”**: the red meat industry consisting of cattle, sheep, goats and pigs and including the sectors of breeding, production, health, handling, marketing and slaughter of the live animal, as well as the marketing, storing, processing, safety and consumption of the product;
- 3.1.6 **“MIT”**: means the Meat Industry Trust with Registration Number IT 8114/98, a trust registered in terms of the laws of the Republic of South Africa with its principal place of business situated at 318 The Hillside, Lynnwood, Pretoria.
- 3.1.7 **“Research”**: investigative activities of an appropriate science, related to any of the species and sectors of the Meat Industry.
- 3.1.8 **“Scholarship”/“Degree”**: Masters or Doctoral Degrees in accordance with academic programs presented at an academic institution.
- 3.1.9 **“Scientist”**: a person who has expert knowledge of a particular field of study in which systematically arranged facts have been obtained by observation, experimentation and reasoning and has the skill to apply this knowledge in study, teaching, research or practice;
- 3.1.10 **“Student”**: means the recipient of the bursary on the terms set out in this Agreement;
- 3.1.11 **“Supervisor”**: (Co-supervisor where applicable) means the project leader nominated and appointed by the academic institution to guide and oversee the student.
- 3.1.12 **“Parties”**: the MIT (represented the BWC) and the Student, each being a Party.
- 3.2 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.
- 3.3 Heads to clauses have been included for reference purposes only and do not influence the conditions to which they refer.

4. BURSARY AWARDED AND ACCEPTANCE BY STUDENT:

- 4.1 Notwithstanding the date of signature hereof, the effective date of this Agreement shall be the first academic year for which this bursary is awarded.
- 4.2 The MIT hereby awards a bursary to a annual amount of R _____

_____ (in words)
 for a period of _____ (in words) years
 to the Student to allow him/her to study towards the degree at:

(the Academic Institution) to obtain a _____ degree.

subject to the written proof of the registration for the academic year for the approved degree at the Academic Institution to the student:

- 4.3 The annual awarded amount in terms of Clause 4.2 will be paid out as follows each year.
- 4.3.1 50% of the annual amount (refer to 4.2) will be paid out no later than 30 April.
- 4.3.2 50% of the annual amount will be paid no later than 30 August each year: Provided that for the last year of study 20% of the amount mentioned in 4.2 will be retained until such time as a final report has been submitted to the MIT which final report should be a **approved** thesis/dissertation and a publishable paper signed off by the supervisor. If a publishable paper for whatever reason is not possible, a letter explaining the situation must be submitted.
- 4.3.3 A paper suitable for publishing in the popular press emphasizing the main findings is also required.
- 4.4 The Parties agree that during the period indicated, the MIT may, in view of the Student's performance and progress with the research project and studies, annually reconsider the awarded amount.
- 4.5 The Student herewith accepts the bursary on the conditions set out in this document and the Trust Policy and Procedure and Criteria for Awarding Bursaries FOR POST GRADUATE STUDIES, a copy of which is attached.

5. REPORTING:

- 5.1 Payments will be subject to the correct completion of reporting procedures set out hereunder:
- 5.2 The first payment each year will be subject to submission of proof of registration at the approved academic institution for the academic year and written confirmation from the supervisor confirming that the Student is qualified to begin or continue with his/her studies.

- 5.3 The second payment each year will be subject to confirmation by the BWC Group at its scheduled August meeting that the student is making satisfactory progress with his or her studies.

6. OBLIGATIONS OF THE STUDENT:

- 6.1 Register annually at an agreed academic institution.
- 6.2 Repay the bursary in full plus interest (calculated at the prime rate of First National Bank (FNB) applicable at the date the contract is signed) as stipulated hereunder if the studies are terminated, discontinued or the student otherwise breaches this Agreement.
- 6.3 Inform the MIT prior to the event of any amendment to the field of title of study for which the bursary has been allocated, which changes are subject to the written approval of the BWC.
- 6.4 Notify the MIT of any change in circumstances under which the bursary was awarded or any change which might affect the bursary awarded.
- 6.5 Notify the MIT of any change of address.
- 6.6 Complete the approved study programme unless otherwise agreed upon by the MIT, within the minimum period for which the bursary was awarded.
- 6.7 The Student upon completion of his or her studies is encouraged to work within the red meat industry in South Africa, should a position be available.
- 6.8 Students are required to participate in the tracer study (see website)

7. CANCELLATION:

In the event that a Student:

- 7.1 Fails at any time to proceed in achieving the required goals to obtain the degree timeously; or
- 7.2 Committed an irregularity which in the sole discretion of the MIT will mean that he or she will be unable to make satisfactory progress with his or her studies; or
- 7.3 Fails to comply with any condition in this agreement; or
- 7.4 Obtained the bursary on the basis of false information supplied to the MIT and or the academic institution; or
- 7.5 Fails to perform any other obligation set out in this agreement or commits breach of any term and/or condition of this Agreement; or

- 7.6 Has been deviated or suspended from the course for which the bursary has been awarded without the prior written approval from the MIT; or
- 7.7 If the MIT is convinced that the student, for whatever reason is unable or incompetent to continue with his or her studies and that such incompetence has been aided by the actions or negligence of the student, the MIT may cancel the agreement and all amounts that were paid out by the MIT in terms of this agreement and at an interest rate as set out in 6.2 shall immediately become due and payable.

8. CO-OPERATION:

Both parties agree to conduct all activities in fulfilling this agreement in good faith.

9. GENERAL:

Any change, cancellation or amendment of this agreement, or any additional 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.

- 9.1 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.
- 9.2 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 future.

10. NOTICES AND *DOMICILIA*:

- 10.1 Each Party chooses their own *domicilium citandi et executandi* ("*domicilium*") for the purpose of notices, the payment of any sum, instituting action against the other party or any other purpose which may be forthcoming from the agreement, the addresses as indicated.
- 10.2 Any of the parties can change their *domicilium* by way of written notice to the other party on condition that such a new *domicilium* 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 *domicilium* 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 *domicilium*, 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. JURISDICTION:

The Parties agree to the jurisdiction of the magistrate's court with regard to any issues which may be forthcoming from this agreement: Provided that notwithstanding this clause, the MIT may bring any application to any other court, if the circumstances warrant it.

SIGNED AT _____ ON THIS _____ DAY OF _____

STUDENT

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

AS WITNESSES:

1. _____

SUPERVISOR

NAME: _____

2. _____

SIGNED ON BEHALF OF THE TRUST AT _____ ON THIS _____ DAY OF
_____ 20 ____

CHAIRPERSON - BWC

AS WITNESSES:

1. _____

2. _____