



ILASA

Institute for Landscape
Architecture in South Africa

ILASA BURSARY AGREEMENT

ADMINISTERED AND FUNDED BY ILASA

CHECKLIST OF ITEMS TO BE INCLUDED WITH YOUR RETURNED *BURSARY AGREEMENT CONTRACT*

FORM: ALL THE YES BOXES MUST BE TICKED BEFORE SUBMISSION.

Please put a tick into the appropriate column for each item	Yes
Is there a certified copy of the STUDENT's ID document.	
Is there a certified copy of of the parent / guardian's ID document.	
Are all the pages of the agreement <u>initialled</u> by all signatories i.e. STUDENT, both witnesses and parent / guardian.	
Ensure that the parent / guardian signing the SURETY form identified their RELATIONSHIP to the bursary STUDENT and WROTE DOWN their identity number on the SURETY form.	
Ensure that the parent / guardian signing the SURETY form has not signed as a witness also (LEGALLY IT IS NOT ALLOWED).	
Ensure that NEITHER the bursary STUDENT nor their parent / guardian is a witness to each other's signature.	
Ensure that NEITHER the bursary STUDENT's witnesses nor the parents / guardians witnesses sign in the areas / spaces specifically provided for ILASA Officials to sign in, which is for official use only.	

BURSARY AGREEMENT

MADE AND ENTERED INTO BETWEEN

INSTITUTE FOR LANDSCAPE ARCHITECTURE IN SOUTH AFRICA (ILASA)

a voluntary association (VA) set up in accordance with the requirements set by the South African Council for the Landscape Architectural Professions (SACLAP)

herein represented by Christine Price, in her capacity as the ILASA Bursary Chair, and being duly authorized thereto
(Hereinafter referred to as "ILASA")

And

Herein after referred to as "THE STUDENT"
(Who declares that they have the legal capacity to enter into this agreement.)

Title:	Mr/ Mrs	Surname	:										
First names:													
Identity number:													
Date of birth:		day	month	year		Age:			Citizen				
Gender:		Male:				African:				Indian:			
		Female:				Ethnicity:		Coloured				White:	
Home address:													
											Postal Code:		
Address while studying:													
											Postal Code:		
Telephone / cell phone while studying:													
E-mail Address/es while studying:													

PARTICULAS OF NEXT OF KIN:

Title:	Mr/ Mrs	Surname	:			Relationship	:		
First names:									
Address of next of kin:									
								Postal Code:	
Telephone number / cell phone of next of kin:									
E-mail Address/es of next of kin:									

WHEREAS:

- The Institute for Landscape Architecture in South Africa (ILASA) wishes to support the development, availability and the retention of skilled human capital directly involved in Landscape Architectural activities, by offering bursaries to support financially needy students.
- The primary purpose of the envisaged bursary scheme is to target previously disadvantaged individuals and to promote balance and diversity in the Landscape Architectural sector, thus bridging the racial divide within this sector.
- In realising these objectives, ILASA has embarked on a bursary programme that commenced in January 2013.

AND THEREFORE

- The STUDENT is desirous of entering into a bursary agreement with ILASA as detailed below.

NOW THEREFORE THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL BE AS FOLLOWS:

1. DEFINITIONS

In this AGREEMENT, unless the context clearly indicates otherwise, the following words and/or phrases shall have the following meanings:

- 1.1. "THE AGREEMENT" shall mean this agreement and any/all Annexure(s) attached thereto;
- 1.2. "THE PARTIES" shall mean ILASA and the STUDENT respectively;
- 1.3. "EFFECTIVE DATE" shall, be the date of signature by both PARTIES to this agreement;
- 1.4. "SURETY" shall mean the parent, adoptive parent or any other legal guardian of the STUDENT.
- 1.5. "POLICY" shall mean the ILASA Bursary Policy included in this contract as an annexure.
- 1.6. "STUDENT" shall mean
(the STUDENT must print his/her full name and surname)
- 1.7. "ILASA" shall mean the Institute for Landscape Architecture in South Africa.

2. ANNEXURE(S)

- 2.1 The "ILASA Bursary Policy" forms part of the agreement and must therefore be read together with the agreement. (Marked Annexure "A")
- 2.2 The "Suretyship Undertaking" attached here-under shall also form an integral part of this agreement. (Marked Annexure "B")

3. DURATION OF THE AGREEMENT

- 3.1. THE AGREEMENT shall operate as from the "EFFECTIVE DATE" and shall endure until the end of the academic year for which this agreement relates to. This agreement may be renewed subject to the availability of funds from ILASA and subject to the STUDENT's academic progress / performance during the applicable academic year.
- 3.2. ILASA shall continuously review this AGREEMENT and should it be extended beyond for a further academic year, an addendum or a new agreement will be entered into between the parties depending on the extent and nature of the change effected.
- 3.3. It must be noted that ILASA will only **fund a STUDENT for a maximum period of 3 years** if he / she is enrolled **for a National Diploma qualification / course at a University of Technology**, with no further funding extensions allowed. Students moving on to complete an **Advanced Diploma** will be considered for an additional year of funding.
- 3.4. It must also be noted that for **Bachelor Degree qualifications / courses at Comprehensive Universities a maximum period of 3 or 4 years** will be funded depending on the qualification / course being pursued by the STUDENT.
- 3.5. It must similarly be noted that for **Master's Degree qualifications / courses at Comprehensive Universities a maximum period of 2 years** will be funded.

4. DUTIES OF ILASA

- 4.1. ILASA agrees to grant a study bursary in favour of the STUDENT to study at an approved and SACLAP accredited tertiary institution towards a degree or diploma within the Landscape Architectural profession.
- 4.2. It shall be noted that the ILASA Bursary may also be granted as a top-up bursary to supply the shortfall that other bursaries / funding avenues may not have covered / covered in full.
- 4.3. The total sum awarded shall be at the discretion of ILASA and shall be directed towards specific expenses declared by the student and approved by ILASA including academic tuition fees, books, stationery, course material and residence. The distribution of the available funding shall be appropriated by ILASA and paid directly to each institution/supplier upon receipt of a valid account statement from such institution/supplier.
- 4.4. Provided this bursary agreement is still in effect and has not been discontinued or suspended by ILASA, the amount of the bursary dedicated towards the academic tuition fees for any academic year shall be paid in 2 (two) instalments each year relating to subjects per semester. Fees relating to books, stationery and accommodation shall be paid as a once off sum or on a monthly basis or otherwise as agreed.
- 4.5. The STUDENT will be informed by ILASA in writing in the event that the bursary is renewed for the following academic year. The written notification should be sent on or around December each year, subject to the prevailing circumstances at ILASA during that time.

- 4.6. Wherever possible, ILASA (through the administration of the ILASA Bursary Committee) will arrange for an “Adopting Company” within the Landscape Architectural profession to provide for experiential learning for the applicant.
- 4.7. Within a reasonable period after award of this bursary, ILASA (through the ILASA Bursary Committee) will assign a mentor to the STUDENT to regularly engage with the STUDENT and assist in the academic aspects of the study. Such a mentor will report back to the ILASA Bursary Committee on a quarterly basis.
- 4.8. All ILASA duties captured in this clause or anywhere else in this agreement (in as far as it relates to the obligations of the parties to this agreement) shall be subject to the provisions stipulated in the ILASA Bursary Policy as amended from time to time.
- 4.9. **EXCLUSION OF BURSARY PAYMENTS**
- a. All fees already covered by other bursaries and/or funding opportunities, shall not be covered by this bursary.
 - b. Extra-mural activities as well as fees pertaining to insurance / investment / indemnity / funeral policies / transport / SRC levy / sports clubs / STUDENT religious and/or cultural organizations, etc. will not be covered.
 - c. Late registration fees, late payment penalties or any interest on outstanding amounts are excluded.
 - d. Unrelated and/or special study / course programmes like the university winter and summer schools are not covered.
 - e. Re-examination or remarking of failed or repeat subjects during the semester or at the end of the year costs.

5. DUTIES AND OBLIGATIONS OF THE STUDENT

- 5.1. The STUDENT shall **within 20 days, after the date of registration** for the academic year, supply the ILASA with the written proof of registration with the relevant tertiary institution, in order to give effect to the provisions of this bursary agreement.
- 5.2. The STUDENT shall for the **applicable academic year, within 20 days after each mid-year and year end examination results have become available, provide ILASA with their results in writing.**
- 5.3. All STUDENT accounts shall be claimed within 30 days of receipt of final results for each semester or shall run the risk of being forfeited. It remains the responsibility of the STUDENT to provide ILASA with the relevant due dates and amounts payable to their academic institution. **Any penalties or interest charged on late payments shall not be the responsibility of ILASA.**
- 5.4. For STUDENTS intending to continue studies into a new academic year, the STUDENT shall, in writing, indicate their intentions to continue and provide ILASA with an estimated cost for the next financial year by the start of November of each current year. There will be no need for the STUDENT to re-apply within the same course of study.
- 5.5. Without the written permission of the ILASA NEC, while this agreement is in force, the STUDENT shall not:

- be in employment with any company other than the ILASA approved adopting company; or render services for financial rewards, except for occasional part-time work which STUDENTS normally take during school intervals, provided that such part-time work shall not infringe on his normal studies.

- 5.4 It is the responsibility of the STUDENT to ensure that **every page of the bursary agreement is initialled** by himself, all witnesses and the person (parent or guardian) who signs the “*Suretyship Agreement*” (Annexure B) of this agreement.
- 5.5 The STUDENT must comply with a **100%** pass rate of the courses / subjects registered for. It shall be deemed a breach of the bursary agreement if the STUDENT does not comply with a **100%** pass rate and could lead to either termination or suspension of the bursary contract, subject to the guideline criteria as set out in **clauses 6, 7 & 8 below and at the discretion of ILASA.**
- 5.6 The STUDENT must particularly take cognisance of the contents in **clauses 6, 7 & 8** below for ILASA’s grounds for terminating or suspending this agreement should the STUDENT fail to comply with his STUDENT duties and / or obligations based on the listed guideline criteria as mentioned below.
- 5.7 The STUDENT’S obligations in terms of entering the professional world:
1. The STUDENT, upon successful completion of their studies will be expected and be assisted to work for a South African based Landscape Architectural Company, or in a Landscape Architectural capacity within another Built Environment Company or academic institution for an amount of time equal to the number of years for which he / she received financial assistance / funding from ILASA.
 2. Bursars are obliged to supply ILASA with confirmation of employment on an annual basis, after the completion of their studies.
 3. Wherever possible, an “Adopting Company” and ILASA will jointly arrange for experiential learning for the applicant. The onus, however, is on the bursary STUDENT to find experiential training opportunities of their own accord within the Built Environment.
 4. Bursars are expected to co-operate and engage with the ILASA assigned mentor.
 5. ILASA will expect all STUDENTS in receipt of bursaries to be a regional member of their ILASA branch and assist ILASA with its task to promote the profession for the period during and for which they are in receipt of the bursary as well as the immediate post study period (one year for each year of bursary received).
 7. After graduation / qualification, ILASA will expect all STUDENTS to work in or for the Landscape Architectural Sector and stay registered as a Candidate with SACLAP, one year for each year of bursary funding supplied to them, failing which, this bursary agreement will be terminated and any given funding claimed back at the discretion of the ILASA NEC.
- 5.8 Failure to comply with any of the above mentioned provisions in this clause or this agreement in its entirety by the STUDENT shall constitute a breach of the agreement and may result in the termination of the agreement. In those circumstances ILASA reserves all rights applicable in terms of law and this agreement.

6. ILASA Guideline Criteria for TERMINATING the Bursary Agreement if the STUDENT violates any of the following clauses:

- 6.1 If the STUDENT is not successful for any academic year of study, such that they are not permitted to continue with the following academic year of study.
- 6.2 If the STUDENT does not write the semester or year-end examinations, in the case of Comprehensive Universities, and semester examinations in the case of Universities of Technology, subject to appeal on grounds acceptable to the ILASA NEC.
- 6.3 If the STUDENT changes their course to one that is not accredited by the CHE and SACLAP or does not fall within the Landscape Architectural Sector learning programme schedule.
- 6.4 If the STUDENT at any stage abandons his / her course of study, for any reason, including emigration.
- 6.5 If the STUDENT is excluded or expelled from the institution or discontinues their studies of their own accord, including but not limited to insubordination or being disruptive in class.
- 6.6 If the STUDENT makes themselves guilty of misbehaviour / inappropriate conduct, such as criminal conduct in contravention of the Regulations of the Tertiary Institution at which they are enrolled or similar behaviour, which makes them unsuitable as a ILASA bursary holder.
- 6.7 If the STUDENT obtained the bursary funds under false pretences and / or used it for any other purpose than using it for their studies.
- 6.8 If the STUDENT is registered for a different course from what was agreed with the STUDENT, without ILASA's knowledge and permission.
- 6.9 If the STUDENT chooses not to work in or for the Landscape Architectural sector after graduation, one year for each year of bursary funds supplied to them without written permission from the ILASA NEC.
- 6.9.1 If the STUDENT obtained or received bursary funding and / or financial assistance from somewhere else other than ILASA they must comply with the scholarship limits of their tertiary institution and/or the South African Revenue Service.
- 6.10 If the STUDENT falsifies or misrepresents official documents like examination results, identity documents, parent / guardian payslips, financial status, parent or own employment status, etc.
- 6.11 If the STUDENT submits fraudulent expense claims for tuition or registration fees.
- 6.12 If the STUDENT terminates his studies for whatever reason except on serious or incurable medical grounds, subject to such medical records being made available to the ILASA NEC.
- 6.13 If the STUDENT or the parent / guardian refuses to sign the Bursary Agreement Contract, especially after bursary funds have already been paid to the tertiary institution.
- 6.14 If the STUDENT does not co-operate / fails to respond to the ILASA assigned mentor for the duration of the bursary.
- 6.15 If the STUDENT fails to co-operate and adhere to their obligation in terms of this agreement to be a member and assist ILASA with the promotion of the profession.

7 Should the BURSARY AGREEMENT be TERMINATED in terms of any of the above mentioned provisions then the following process will take place:

- 7.7 ILASA will cease to make further payments in terms of any of these transgressions listed above.
- 7.8 ILASA will at its absolute discretion claim repayment of all payments already made in terms of the guideline criteria in the ILASA Bursary Policy and Bursary Agreement Contract.

- 7.9 A written notification shall be issued informing the STUDENT and the STUDENT's SURETY of the discontinuation of the bursary contract and demanding payment of monies due, which payment must occur in full, within 30 (thirty) days from the date of receipt of such notification.
- 7.10 The STUDENT will be given 14 (fourteen) days to make representations on why the bursary funds should not be recovered from them.
- 7.11 If the STUDENT submits a representation of why they should not repay the bursary funds, the ILASA Bursary Committee shall make this representation available to the ILASA NEC for deliberation and the final outcome will be relayed at ILASA's earliest convenience.
- 7.12 The Skills Development Department shall request the Legal Department to act upon the final decision, whether to pursue the matter or not, subject to clause 7.11 above.

8 ILASA may SUSPEND the BURSARY AGREEMENT:

- 8.1 If the STUDENT has not made the required academic progress of having passed 50% of subjects/modules in the appropriate Landscape Architectural sector learning programme and / or fails to continue meeting the minimum criteria at the relevant tertiary institution.
- 8.2 Allow the STUDENT a period of time, typically 1 (one) academic year, to meet the criteria to continue with their studies towards the qualification in the subsequent year, in which case the bursary may be reinstated on the same terms as previously set out for the remainder of their studies. A written notice will be given to this effect.
- 8.3 Should the STUDENT fail to comply with the minimum criteria at the end of such period granted, ILASA may terminate the bursary and the same consequences as set out in **clauses 6 and 7** above become applicable.
- 8.4 NOTE: If a STUDENT had to repeat a part of their study programme i.e. failed more than 50% of their subjects / modules because of unsatisfactory academic performance in any 1 (one) academic year, they have to pay for the repeat subjects / modules on their own costs and must inform ILASA of the final examination results of the repeat subjects / modules in writing, before the bursary agreement can be re-instated.

9 DOMICILIA (Postal Address) AND NOTICES

9.1 THE PARTIES hereby choose *domicilium citandi et executandi* (postal address) for all purposes in terms hereof as follows:

Title:	Mr/ Mrs	Surname :											
First names:													
Identity number:													
Date of birth:	day	month	year			Age:		Citizen					
Gender:	Male:				Ethnicity:	African:		Indian:					
	Female:					Coloured		White:					
Home address:													
Province:										Postal Code:			
Postal address:													
										Postal Code:			
Telephone / cell:													

Postal Address: ILASA Secretariat
P. O. Box 868
Ferndale
2160

Tel: +27 11 061 5000 Fax: +27 86 680 7449

ILASA Secretariat: VdW & Co Association Management Services
4 Karen Street (off Peter Place)
Bryanston West
JOHANNESBURG
2191

Tel: 012 346 3985 Fax: 012 346 3986

9.2 Any party shall be entitled to change its *domicilium citandi et executandi* by giving written notice thereof to the other, provided that such change shall not take effect until receipt by such other party of such notice.

9.3 All notices to be given by hand by THE PARTIES to each other in terms hereof shall be given to the aforesaid address by delivery thereto, or if by posting by prepaid registered mail, or by telefax to the above address.

9.4 In the event of such posting, unless and until the contrary is proved, the notice shall be deemed to have been received on the seventh day after such posting.

10 PERFORMANCE

THE PARTIES shall sign all such documents as may be required on an annual basis or from time to time, in order to implement and carry out the terms and conditions of this AGREEMENT.

11 GENERAL

- 11.1 This document thereto contain the entire AGREEMENT between THE PARTIES and neither Party shall be bound by any undertaking, representation or warranty not recorded herein (including all the annexures) or added hereto.
- 11.2 No alteration, variation, addition or agreed cancellation of THE AGREEMENT shall be of any force or effect unless reduced to writing as an addendum to THE AGREEMENT and signed by THE PARTIES or their duly authorized signatories.
- 11.3 No failure or delay on the part of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies, which THE PARTIES would otherwise have.
- 11.4 The headings appearing in THE AGREEMENT have been used for reference purposes only and shall not affect the interpretation of this AGREEMENT.
- 11.5 If any clause or term of this AGREEMENT should be invalid, unenforceable or illegal, then the remaining terms and provisions of THE AGREEMENT shall be deemed to be severable therefore and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this AGREEMENT.
- 11.6 The ILASA Bursary is fully repayable back to ILASA, should the STUDENT change, discontinue or terminate the study programme at any stage during the year in which the bursary has been granted. Note the he / she will be expected to pay back the full costs spent on them up to the programme.

11.7 STUDENT AND PARENTS/GUARDIANS SIGNS TO ACKNOWLEDGE THAT THEY FULLY UNDERSTAND THEIR DUTIES AND OBLIGATIONS INCLUDING THE CONTENTS OF THE ILASA BURSARY AGREEMENT. BOTH SIGNATORIES MUST ATTACH CERTIFIED COPIES OF THEIR IDENTITY DOCUMENTS.

Signed at (place): Date

AS WITNESSES:

1.
2. STUDENT's SIGNATURE

STUDENT's ID. No.														
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Signed at (place): Date

AS WITNESSES:

- 1
- 2
-

PARENT's / GUARDIAN's SIGNATURE

Parent/Guardian's ID. No.													
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FOR OFFICE USE ONLY

Signed at (place) Date

.....

AS WITNESSES:

1.

2.

Christine Price (ILASA Bursary Chair)
Duly Authorized Representative of the Institute for
Landscape Architecture in South Africa (ILASA)

ANNEXURE B

SURETYSHIP

TO: THE INSTITUTE FOR LANDSCAPE ARCHITECTURE IN SOUTH AFRICA (ILASA)

With reference to the agreement dated: between ILASA and the **STUDENT**

FULL NAME & SURNAME: I hereby bind myself in favour of ILASA as a surety for and co-principal debtor, *in solodum*, with the **STUDENT** for the due and punctual payment of any and all amounts which may become due to ILASA by the STUDENT and for the due performance of the STUDENT's other obligations under and in terms of the agreement.

I confirm that I am a major with full capacity to act and hereby renounce the benefits of excussion, division and cession of actions, the full meaning and effect of which I declare myself to be fully acquainted.

To the extent required, I confirm that I have consented and agreed to the STUDENT entering into the agreement (**PLEASE ATTACH CERTIFIED COPY OF IDENTITY DOCUMENT AND CLEARLY STATE YOUR RELATIONSHIP TO THE BURSARY STUDENT NEXT TO SIGNATURE**).

Signed at (place): (Date)

AS WITNESSES:

1

2

SURETY SIGNATURE AND RELATIONSHIP

Surety's ID. No.																	
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SURETY's FULL NAME:

PHYSICAL ADDRESS:

.....

.....

.....

Telephone No: (Home) **(Work):**

(Cell phone/s)