



## Bursary Agreement

Entered into between the Nelson Mandela Children's Hospital Trust

And

<Name and address of successful applicant and ID of applicant>

---

**1. Title:**

**Nelson Mandela Children's Hospital Trust ("NMCH Trust") Bursaries for Paediatric Surgery, Paediatric Surgical sub specialties and Paediatric sub specialties.**

**2. Background:**

The Nelson Mandela Children's Hospital (NMCH) is a legacy project of the Nelson Mandela Children's Hospital Trust ("NMCH Trust"). The NMCH Trust raised sufficient funds in 2014 to start with the building of the Hospital which should be completed in 2016.

In anticipation of the opening of the Hospital in 2017, and in co-operation with the National Skills Fund (NSF), the NMCH Trust embarked on a skills development project that will see 10 medical graduates receiving specialty training at post graduate level. Bursaries will be awarded in the first instance for one year and thereafter renewable based on acceptable performance.

### **3. Award:**

The bursary will be administered by the University of Witwatersrand Bursary Unit and will be valued at R700 000 per annum (tax free) and where required, will enable candidates to receive training from other local and international institutions.

### **4. Detailed Bursary Commitment**

- 4.1 Should you be accepted as a NMCH Trust bursar, it will be expected of you to sign this bursary agreement **and** the code of conduct and teaching and learning rules and regulations of the academic institution which you will attend.
- 4.2 The NMCH Trust bursary is funded by the National Skills Fund (NSF) and therefore the bursary offer applies only to South African citizens.
- 4.3 The NMCH Trust will make available a bursary of R700 000 per annum (tax free) per candidate. NMCH Trust will make payment of the bursary directly to the University of the Witwatersrand Bursary Unit.
- 4.4 It should be noted that University of the Witwatersrand and any other participating institution have their own entry requirements and meeting our requirements does not automatically mean that the participating universities or institutions will accept your study application.
- 4.5 The NMCH Trust reserves the right to terminate your training by written notice to you, should you in the reasonable opinion of the NMCH Professional Review Committee fail to meet the specified work requirements and/or academic performance.
- 4.6 Should you withdraw from the training for whatever personal reason, you may be liable to repay to the NMCH Trust on demand a fee equivalent to 60% of the amount paid to the academic institution on your behalf by the NMCH Trust.
- 4.7 Should your training be terminated or should you not pass the review and or examinations where applicable, your failure will be dealt with according to the academic institution's policy on re-writing of such examinations. Should you still fail the re-written examinations, you will be liable to repay to the NMCH Trust on demand 60% of the amount paid to the academic institution on your behalf by the NMCH Trust.

### **5. Employment Obligations**

- 5.1 At the request of the NMCH Trust and based on availability of positions and budget, you will be obliged to take up employment with the Nelson Mandela Children's Hospital for a period equal to your period of training.
- 5.2 Should this happen, your place of employment will be at the NMCH in Johannesburg and you will accordingly have to re-locate and find your own accommodation in Johannesburg or surrounding areas, if you are not presently residing in or near Johannesburg.

## **6. Payback Obligations**

- 6.1 Should the NMCH Trust elect not to make you an offer of employment and such decision was based on the non-availability of positions and or budget, you will not be obliged to take up employment with the Nelson Mandela Children's Hospital for a period equal to your period of training.
- 6.2 Should you fail or refuse an offer of employment with the NMCH Trust or resign before your bursary payback period has been completed, you will be liable to repay to the NMCH Trust on demand 100% of the amount paid to the institution on your behalf by the NMCH Trust.
- 6.3 Should you become incapacitated during the payback period or for reasons of the NMCH Trust's operational requirements, you will not be held liable to repay the NMCH Trust.
- 6.4 The NMCH Trust shall maintain a discretion on whether to hold you liable for any payments to the NMCH Trust should you be dismissed on the ground of incompatibility during your bursary payback period, provided that such repayment, shall not be greater than 60% of the amount paid to the academic institution on your behalf by the NMCH Trust.
- 6.5 In the event that any amount due by you to the NMCH Trust in terms of this agreement is not paid within 90 days after demand for payment has been made, the NMCH Trust reserves all the rights for recovery of such amount and you will in addition be liable for all legal costs incurred by the NMCH Trust in connection with such legal proceedings.

## **7. Variance**

- 7.1 This Agreement constitutes the sole record of the Bursary Agreement between the parties in relation to the subject matter hereof. Neither party shall be bound by any express, tacit or implied term, representation, warranty, promise nor the like not recorded herein.
- 7.2 No addition to, variation, novation or agreed cancellation of any provision of this Bursary Agreement shall be binding upon the parties unless reduced to writing and signed by or on behalf of the parties.

**8. Signatures**

Signed at \_\_\_\_\_ on this day, \_\_\_\_\_ 2016.

\_\_\_\_\_  
**Successful Applicant**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**For: Nelson Mandela Children's  
Hospital Trust**

\_\_\_\_\_  
**Witness**