

**ARMSCOR DEFENCE INDUSTRY GRANT AGREEMENT:
POSTGRADUATE STUDIES**

ENTERED INTO BY AND BETWEEN

**THE ARMAMENTS CORPORATION OF
SOUTH AFRICA SOC LIMITED**

(hereafter referred to as **ARMSCOR**),

a statutory body established in terms of the Armaments Corporation of South African Ltd Act No 51 of 2003 and herein represented by _____ in his capacity as **GENERAL MANAGER: RESEARCH AND DEVELOPMENT** (duly authorised thereto) of the one part

AND

Name: _____

ID Number: _____

OF

Address: _____

of the other part

(a South African citizen, hereafter referred to as the STUDENT)

WHEREAS the STUDENT wishes to obtain by means of full-time studies the postgraduate

Degree: _____

(hereafter referred to as the COURSE), at the

University: _____

(hereafter referred to as the UNIVERSITY); for the

Year: _____

(hereafter referred to as the ACADEMIC YEAR).

WHEREAS ARMSCOR is prepared to make an amount of

(hereafter referred to as the GRANT AMOUNT) available to the STUDENT in order to assist the STUDENT financially to continue studies in the COURSE.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. ARMSCOR hereby undertakes to award a grant to the STUDENT, for the GRANT AMOUNT and the STUDENT hereby accepts this grant subject to the conditions and obligations as stated in this contract.
2. The GRANT AMOUNT shall be paid out for the ACADEMIC YEAR in which the grant is awarded; provided that the amount may be adjusted annually at the discretion of ARMSCOR and, provided further, that no obligation shall rest with ARMSCOR to award any amount for the years which follow after the year in which the grant was awarded the first time.
3. ARMSCOR shall have the right to reconsider the awarding of the grant on an annual basis, and the STUDENT may apply for a further grant with ARMSCOR for the following year upon receipt of a report of satisfactory progress by the STUDENT's academic supervisor (hereafter referred to as SUPERVISOR).
4. The maximum period of support is limited to two years for masters' study and three years for doctoral study.
5. It is an explicit condition of this agreement that the GRANT AMOUNT shall be paid by ARMSCOR only if the STUDENT:
 - 5.1. has been admitted for the COURSE by the UNIVERSITY;
 - 5.2. has been officially registered for the COURSE; and
 - 5.3. complies with the conditions of clause 6 below.
6. The STUDENT undertakes:
 - 6.1. to commence with the COURSE as from the ACADEMIC YEAR and take the COURSE full-time and complete all year modules and academic requirements for the successful completion of the enrolled qualification within the tertiary institution's prescribe period of completion of the qualification.
 - 6.2. to provide ARMSCOR with certified copies of the STUDENT's South African identity document.
 - 6.3. to provide ARMSCOR with satisfactory proof of enrolment for the COURSE at the beginning of each year of study within 21 days of registration;

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- 6.4. not to change from the approved sponsored COURSE or research topic without prior written permission of ARMSCOR;
- 6.5. not to accept any position (either full-time or part-time) prior to the completion of the COURSE unless the prior written permission from ARMSCOR has been obtained.
7. ARMSCOR may, if the STUDENT
 - 7.1. fails to comply with the stipulations and conditions stated in this agreement; or
 - 7.2. in the exclusive opinion of ARMSCOR, has not made sufficient progress in the COURSE, or has failed to supply progress reports regularly, or is guilty of misconduct, or should cease studies during any study year, ARMSCOR will have the exclusive right to cancel this agreement and withdraw the grant without forfeiting any of ARMSCOR's other rights.
8. After having completed the COURSE,
 - 8.1. the STUDENT shall be under obligation to immediately enter the service of the South African Defence Related Industry or Institutes or South African higher educational institutes (hereafter referred to as DEFENCE ORGANISATIONS). Thereafter remain in service continuously for a period of one year for each single year of study or part thereof in respect of which the GRANT AMOUNT was paid to the STUDENT (hereafter referred to as the CONTRACT PERIOD), in the position that the STUDENT was appointed in or which the STUDENT may be transferred to or promoted to.
 - 8.2. If the STUDENT fails to comply with the service commitments as provided in clause 8.1 above or is dismissed from service of DEFENCE ORGANISATIONS prior to the expiry of the CONTRACT PERIOD, for whatever reason, the portion of the GRANT AMOUNT in respect of which the STUDENT has not yet repaid service commitment, , together with the interest on the said amount, calculated as from the date of such failure or dismissal at the then prevailing interest rate imposed by ARMSCOR bankers per annum in respect of study loans, shall be due and repayable to ARMSCOR .
9. Upon satisfactory completion of the course, ARMSCOR as the agent representing the DEFENCE ORGANISATIONS will have 30 days to source a market related offer of employment in the area of specialisation of the student within defence organisations or the obligation set out in clause 8 above shall expire/lapse in full.
10. No stipulation or condition of this agreement shall be interpreted as placing DEFENCE ORGANISATIONS under any obligation towards the STUDENT to take the STUDENT into its service on completion of the COURSE.
11. This agreement does not release the STUDENT from any obligations in terms of any undertaking(s), which he entered into or may enter into with ARMSCOR. Period of compulsory service arising as a result of and in terms of more than one bursary and/or grant agreement shall be served consecutively and in the order which such

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agreement(s) have been /are entered into, provided that compulsory service arising out of a national service agreement shall be served together with compulsory service arising out of bursary agreements.

12. The parties agree that:

12.1. a certificate issued by ARMSCOR shall be conclusive evidence of the amount due to ARMSCOR in terms of this agreement;

12.2. the agreement can be amended only with the written approval of both parties; and

12.3. irrespective of the amount involved in this agreement, any action arising here may be instituted in a magistrate court in South Africa which has jurisdiction otherwise.

13. If it should be necessary for ARMSCOR to institute legal proceedings for the collection of any amount owing to ARMSCOR by the STUDENT under this agreement, the STUDENT and/or his or her legal guardian shall be liable for payment of ARMSCOR's legal costs on a scale of client and attorney.

14. The STUDENT elects the following address as his **domiculium citandi et executandi** for the purpose of this agreement:

SIGNED BY THE STUDENT AT _____ ON THE

_____ DAY OF _____

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

WITNESSES: 1) _____

2) _____

STUDENT _____

*PROPERLY ASSISTED IN THIS BY ME AS PARENT/
GUARDIAN OF THE STUDENT

*FULL NAME OF PARENT/LEGAL GUARDIAN

ADDRESS:

(* IF UNDER THE AGE OF 21 YEARS)

SIGNED FOR AND ON BEHALF OF ARMSCOR AT _____

ON THE _____ DAY OF _____

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

WITNESSES: 1) _____

 2) _____

ARMSCOR AUTHORISED PERSON