

**2024 FASSET APC REPEAT PROGRAMME
: LEARNER AGREEMENT**

Entered into by and between

SAICA

(hereinafter referred to as **“the Institution”**)

and

First Name : _____
Surname : _____
Identity Number : _____
Learner Number : _____

(hereinafter referred to as **“the Learner”**)

DEMOGRAPHIC INFORMATION OF LEARNER

List the academic/professional qualification/designation/programme registered for in 2024

Endunamoo APC Repeaters Course (*existing candidates only*)

EPC Case Study Package

1. Definitions

1.1 **“Agreement”** means this signed 2024 Fasset APC Repeat Programme agreement, together with its annexures, if any.

1.2 **“Type of programme”** refers to the 2024 FASSET type of programme administered by SAICA with funds made available by FASSET.

1.3 **“FASSET”** means the Finance and Accounting Services Sector Education and Training Authority (Seta).

1.4 **“Institution”** means the Institution name appointed to administer and co-ordinate the Professional Body Qualification (PIVOTAL) Programme

2. Duration

The 2024 FASSET APC Repeaters Programme hereby agrees to provide, and the Learner hereby agrees to accept, financial assistance as stipulated herein in respect of the 2024/2025 academic year only. Contract will end on the 4 December 2024.

Complete

Start date of the programme: 01 April 2024

End date of the programme: 31 March 2025

3. Obligations of the Learner

3.1 The Learner shall comply with the following requirements:

- 3.1.1 Ensure that the information furnished to the Institution as part of his/her 2024 FASSET APC Repeaters Programme application is complete, true and correct in all aspects.
- 3.1.2 It shall be the responsibility of the Learner to clarify any uncertainty with regards to the 2024 FASSET APC Repeaters Programme or EPC Case Study Package with the Institution prior to signing this Agreement.
- 3.1.3 Submit all requested documentation and complete all requested processes in the manner and format as requested by the Institution and before the deadlines communicated by the Institution.
- 3.1.4 Attend and participate in lectures, tutorials, skills interventions and academic support programmes as required by the Institution and/or the FASSET.
- 3.1.5 Complete all set assignments and/or tasks as required in terms of the due performance requirements of the Institution and/or the FASSET.
- 3.1.6 Undergo all tests and examinations (written and oral) as required in terms of the due performance requirements of the Institution and the results thereof will be made available to FASSET as and when necessary. Signing of this document provides consent to access such results.
- 3.1.7 Obtain satisfactory results for the above-mentioned assignments, tasks, tests and examinations.
- 3.1.8 The Learner will not, without prior written permission from the Institution, be entitled to deviate from the aforementioned course, or to change to any other tertiary institution.
- 3.1.9 The Learner will not, without the prior permission of the Institution, be entitled to hold any other bursary or study loan while he/she is a party to this Agreement. If such permission is granted, the Institution reserves the right to decrease the amount of the bursary provided for in this Agreement.

3.1.10 The Learner will inform the Institution in writing of any other bursary/sponsorship/study loan that he/she is party to at the time of signing this agreement.

3.1.11 The Learner will further inform the Institution in writing of any other bursary/sponsorship/study loan offers that are pending at the time of signing this agreement and agrees to inform the Institution of the outcome of any pending sponsorship / loan before accepting or rejecting such pending sponsorship / loan or bursary.

4. Financial and Academic Assistance

4.1 The Institution hereby agrees to provide the Learner with the following financial and academic assistance in respect of the 2024/2025 academic year only:

4.1.1 Tuition fees to the cost of R5000, any cost thereafter, will for candidate liability.

4.1.2 Professional Body Registration, Subscription & Assessment Fees. (Not applicable in the APC Repeaters Course or EPC Case Study Package)

4.1.3 Books and Learning Materials;

4.1.3.1 The Institution reserves the right to exclude books for repeat modules. (Not applicable in the APC Repeaters Course or EPC Case Study Package)

4.1.4 Skills interventions.

4.1.5 Academic and other interventions as deemed appropriate by the Institution.

4.1.6 The Learner may use the living allowances to cover costs relate to travelling to and from the Institution. (Not applicable in the APC Repeaters Course or EPC Case Study Package)

4.2 The Institution and/or FASSET shall assess at any time, the academic progress of the Learner and reserves the right to determine, in its sole and absolute discretion, whether it shall continue to provide academic assistance and/or financial assistance (or part thereof) to the Learner.

5. Withdrawal of Financial Assistance

5.1 The Institution may, at any time and in its sole discretion, withdraw the financial assistance (or any part thereof), granted to the Learner and/or recover all monies expended on the Learner in terms of this Agreement in the following circumstances:

- 5.1.1 If the Learner has not complied with one or more of the requirements stipulated in section 3.1.
- 5.1.2 If the Institution has granted the Learner financial assistance in respect of one additional academic year during the undergraduate degree programme for purposes of repeating an academic year, and the Learner fails to satisfactorily pass such additional year.
- 5.1.3 If at any time the Institution finds the academic progress of the learner to be unsatisfactory.
- 5.1.4 If the Learner fails to abide by, and comply with, the learner disciplinary code and procedure or any policies pertaining to the Institution and has subsequently been found guilty of misconduct or fraud or is suspended from the Institution due to disciplinary steps taken against the Learner,
- 5.1.5 If the Learner, without a valid reason, fails to attend and participate in lectures, tutorials, skills interventions and academic support programmes as required by the Institution and/or FASSET.
- 5.1.6 If the Learner fails to complete all set assignments and/or tasks as required in terms of the due performance requirements of the Institution or FASSET.
- 5.1.7 If the Learner fails to undergo all tests and examinations (written and oral) as required in terms of the due performance requirements of the Institution.
- 5.1.8 If the Learner fails to display the requirements of the Institution relating to the Learner's work ethic, general conduct and involvement in the compulsory programmes.
- 5.1.9 If any of the information submitted by the Learner to the Institution or FASSET is found to be incorrect, false or incomplete.
- 5.1.10 If any of the documents requested by the Institution or FASSET is not submitted or found to be incorrect, false or incomplete.
- 5.1.11 In the event that the APC Repeaters Programme funding is withdrawn by FASSET, or the Learner should discontinue his/her studies for the academic/professional qualification/designation.

6. Termination of the Learner from the 2024 FASSET APC Repeaters Programme

- 6.1 The Institution may, at any time and in its sole discretion, terminate the Learner from the APC Repeaters Programme if the Learner fails in any one or more ways outlined in section 5.1.

7. Warranty

- 7.1 The Learner warrants that any uncertainty has been clarified with the Institution before signing this Agreement. The Learner acknowledges further that this Agreement contains the full and only provisions and conditions of his/her Agreement with the Institution. The Learner acknowledges further that no representations have been made to him/her and that no guarantees that are contrary to the contents of this Agreement have been given to him/her.
- 7.2 The Learner warrants that: i) he/she is a black South African citizen, **or** ii) he/she has a disability as per the specific definition of disability, in terms of the Income Tax Act 58 of 1962 and the SARS publication: "Guide on the Determination of Medical Tax Credits" and that he/she has accordingly included an ITR-DD (Confirmation of Diagnosis of Disability) in his / her application.

8. Waiver

- 8.1 Nothing in this Agreement shall be interpreted or construed as granting the Learner any right or entitlement to continued financial assistance by the Institution or FASSET in any one or more of the above-mentioned circumstances.
- 8.2 If the Institution should at any time after the coming into effect of this Agreement, grant the Learner concession of whatever nature in respect of his obligations in terms of this Agreement, such concession may in no way be construed as a waiver by the Institution of any of its rights in terms of this Agreement but will at all times, be subject to the Institution's right to claim the total amount owing in terms of this Agreement, if the Learner should deviate from any of the conditions in terms of which such concession is granted by the Institution.

9. Protection of Personal Information (POPI)

- 9.1 The Institution is committed to protecting and promoting the privacy of Personal Information of its learners or any other individuals or organisation and to give effect to the constitutional right to privacy and to fulfil its obligations under the Protection of Personal Information Act No 4 of 2013 (Hereinafter 'POPI') which includes the right to protection against the unlawful processing, collection, retention, dissemination and use of Personal Information belonging to any person.
- 9.2 The Learner hereby gives consent to the Institution to process his/her personal information where the processing is necessary and only for purposes of the bursary and/or this Agreement.
- 9.3 The Institution acknowledges and agrees that the personal information will not, under any circumstances, be processed for purposes prohibited by POPI and/or the

principles contained in POPI and that the processing of the personal information will be done fairly and in accordance with legal provisions, given that the purpose for which processing of the personal information is adequate, relevant and not excessive.

- 9.4 The Learner hereby agrees to release, defend and hold harmless the Institution, its officials, employees and guests from and against any claims, damages or liability arising from or related to the processing of his/her personal information, unless such personal information was processed unlawfully by the Institution.

10. General

- 10.1 No variation of or addition to this Agreement including this clause will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.
- 10.2 This Agreement and the interpretation thereof will be governed by the laws of the Republic of South Africa.

10.3 For the purposes of this Agreement, the Learner chooses the following address as his *domicilium citandi et executandi* (domicile of summons and execution).

10.4 Documents to be submitted with this contract (tick):

- | | |
|--|--------------------------|
| Certified ID copy or valid passport | <input type="checkbox"/> |
| Certified copy of highest qualification | <input type="checkbox"/> |
| Proof of Registration/Enrolment letter | <input type="checkbox"/> |
| Confirmation/Declaration of unemployment | <input type="checkbox"/> |
| Proof of residence | <input type="checkbox"/> |
| Learner disability where applicable | <input type="checkbox"/> |

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____

DAY OF _____ 2024 AT _____.

**Learner
(Signature)**

(Full name and surname)

WITNESSES:

1. _____
(Signature) (Name)

2. _____
(Signature) (Name)

If the Signatory is under 18 (Eighteen) years of age, there must be consent by a parent or guardian as follows:

I hereby certify that I am the parent or guardian of _____, named herein above, and do hereby confirm that the nature, content and consequences hereof has been explained to him/her and that he/she understands and agrees hereto, and furthermore that he/she shall be bound hereto from date of signature.

(Parent/Guardian's Signature)

(Date)

(Parent/Guardian's Printed Name)



Gugu Makhanya

**On behalf of the Institution
duly authorized.
(Signature)**

(Name)