

Research and Innovation Bursary Agreement

entered into between



FoodBev SETA

The Food and Beverages Manufacturing Sector Education and Training Authority
(“FoodBev SETA”)

The Student

«Name» «Surname_»

«ID_Number»

TABLE OF CONTENTS

Table of Contents

1	INTRODUCTION.....	3
2	DEFINITIONS AND INTERPRETATIONS.....	3
3	Interpretation.....	5
4	AWARD OF THE BURSARY.....	5
5	DURATION OF THE AGREEMENT.....	5
6	REVIEW OF THIS AGREEMENT.....	6
7	LEARNER OBLIGATIONS.....	6
8	DISBURSEMENT OF THE BURSARY.....	8
9	EXCLUSIONS FROM THE BURSARY.....	8
10	BREACH BY LEARNER.....	9
11	ADDITIONAL SPONSOR/BURSARY.....	11
13	DOMICILIUM.....	12
14	PROTECTION OF PERSONAL INFORMATION.....	13
15	FORCE MAJEURE.....	16
16	GOVERNING LAW AND JURISDICTION.....	16
17	ENTIRE AGREEMENT.....	17
18	UNDERTAKING.....	17
19	SIGNATURE.....	17
20.	Annexure A.....	20
21.	Annexure B.....	21

Student initial here:

FBS delegation initial here:

1 INTRODUCTION

- 1.1 The Food and Beverages Manufacturing Sector Education and Training Authority (hereinafter referred to as “**FoodBev SETA**”), is registered with the Department of Higher Education and Training as a Sector Education and Training Authority (hereinafter referred to as a “**SETA**”) and mandated to perform the duties of a SETA as stipulated in the Skills Development Act, Act 97 of 1998, as may be amended from time to time including regulations thereto.
- 1.2 As part of its commitment to skills development in the Food and Beverages Manufacturing Industry, the FoodBev SETA conducts annual research in scarce skills required in the industry. FoodBev SETA awards bursaries to unemployed Learners who study at a recognised Higher Education Institution in any of the scarce skills identified by the FoodBev SETA in an attempt to alleviate such scarce skills and provide the industry with sufficient numbers of skilled people to address the needs of the industry.
- 1.3 This Agreement is applicable to the payment of such Bursary to a qualifying Learner studying full time at an Institution as defined in terms of this Agreement. This Agreement regulates the terms and conditions of the payment of such a Bursary and entrenches the rights and entitlements of the FoodBev SETA to recover bursaries in instances of non-compliance with the Applicable Legislation and the terms and conditions set out in this Agreement. It also stipulates the commitments and obligations of all Parties to this Agreement.

2 DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

In this Agreement, unless inconsistent with or otherwise indicated by the context:

- 2.1.1 “**Agreement**” means this agreement and its annexures;
- 2.1.2 “**Applicable Legislation**” means the Skills Development Act, Act 97 of 1998, as may be amended from time to time, including regulations thereto;
- 2.1.3 “**Bursary**” means a monetary award made by FoodBev SETA to the Learner to enable the Learner to pursue his/her studies in a scarce skill.

Student initial here:

FBS delegation initial here:

- 2.1.4 “**Costs of Prescribed Books**” means the full costs of the Prescribed Books as determined by the Institution in respect of the Programme, as quoted by the official supplier of the prescribed books in each year of study, excluding extra reading material referred to as recommended reading material;
- 2.1.5 “**Excluded Fees**” means the items set out in clause 9, which for avoidance of doubt shall not form part of the Bursary and accordingly not payable by FoodBev SETA in terms of this Agreement;
- 2.1.6 “**FoodBev SETA**” means the Food and Beverages Manufacturing Sector Education and Training Authority;
- 2.1.7 “**Guardian**” means the parent, adoptive parent or any other legal guardian of a Learner under the age of 18, as the case maybe
- 2.1.8 “**Learner**” means the recipient of the Bursary whose full particulars are set out in Annexure “A” hereto;
- 2.1.9 “**Institution**” means the institution referred to in Annexure “A” of this Agreement, being a higher education and training institute offering the Programme;
- 2.1.10 “**Parties**” means the parties to this Agreement, being the FoodBev SETA, the Learner and the Guardian and/or any other person standing as Surety on behalf of the Learner, as the case may be respectively, and the term “**Party**” means either of the Parties, as the case may be;
- 2.1.11 “**Prescribed Books**” means the prescribed books in respect of the Programme, as determined by the Institution in each year of study, excluding extra reading material referred to as recommended reading material;
- 2.1.12 “**Programme**” means the course of studies the Learner shall undertake at the Institution, which programme shall be funded by FoodBev SETA in terms of this Agreement;
- 2.1.13 “**Signature Date**” means the date upon which the last Party signs this Agreement; and
- 2.1.14 “**Surety**” means the parent, adoptive parent, or any other legal guardian of the Learner or any other person that provides surety under this Agreement;
- 2.1.15 “**Tuition Fees**” means the full costs of the Programme as quoted by the Institution.

Student initial here:

FBS delegation initial here:

2.1.16 “**PFMA**” means the Public Finance Management Act, No. 1 of 1999, as amended, from time to time, including any legislation published or issued as supplementary to, in replacement of, or in succession to, the PFMA;

2.1.17 “**Personal Information**” means any information that falls within the definition of ‘Personal Information’ as defined in the Protection of Personal Information Act, No 4 of 2013 (“POPI”);

2.1.18 “**POPI**” means Protection of Information Act 4 of 2013

2.1.19 “**Responsible Party**” means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information, as defined in POPI.

3 Interpretation

In this Agreement -

3.1.1 words importing any gender include the other gender;

3.1.2 words importing the singular include the plural, and vice versa;

3.1.3 any word or expression that has been defined in any Applicable Legislation and/or policy shall, in this Agreement, to an extent applicable, have the statutory and/or policy meaning assigned to such word or expression;

3.1.4 the headings are for reference purposes only and shall not affect the interpretation of this Agreement; and

3.1.5 if the provisions of this Agreement are in any way inconsistent with the provisions of the Applicable Legislation, the provisions of the Applicable Legislation shall prevail, and this Agreement shall be read in all respects subject to the Applicable Legislation.

4 AWARD OF THE BURSARY

FoodBev SETA hereby awards the Learner the Bursary, which the Learner hereby accepts on the terms and conditions as set out in this Agreement.

5 DURATION OF THE AGREEMENT

Student initial here:

FBS delegation initial here:

5.1 Commencement

This Agreement shall, notwithstanding the Signature Date, become effective on the date set out in Annexure “A”.

5.2 Validity Period

Subject to the provisions of this Agreement, in particular clause 6, the Agreement will remain valid and applicable for the full duration of the Programme as set out in Annexure “A” provided:

5.2.1 that the learner completes the Programme within the minimum time period allowed for such Programme by the Institution; and/or

5.2.2 that FoodBev SETA is still mandated to operate a bursary scheme, and in the event that FoodBev SETA’s mandate excludes providing and administering the bursary scheme, this Agreement shall terminate automatically, and FoodBev SETA shall not be liable to the Learner in any way.

5.3 Termination

5.3.1 Should the Learner be in breach of any provision of this Agreement, including but without limitation the provisions of clause 10, this Agreement may be terminated by FoodBev SETA within its sole and absolute discretion, in which event the provisions of clause 10 shall apply.

6 REVIEW OF THIS AGREEMENT

6.1 FoodBev SETA is an entity under the jurisdiction of the Department of Higher Education and Training (DHET) and is provided with a mandate in terms of the scope of its operations as a SETA. The duration and validity of this Agreement is therefore directed by such mandate and should a revised mandate be made available, this Agreement will be reviewed accordingly.

6.2 The Learner hereby agrees to be bound to any reviewed terms of this Agreement.

7 LEARNER OBLIGATIONS

7.1 Attendance at the Institution

Student initial here:

FBS delegation initial here:

- 7.1.1 The Learner hereby agrees and undertakes to attend diligently and continuously all such classes in every year as are prescribed by the Institution in order to complete the Programme in the minimum prescribed time.
- 7.1.2 The Learner hereby agrees and undertakes not to absent himself/herself without good cause from attending the class of the Programme as prescribed by the Institution for a period of more than (5) five working days in any one year where applicable.
- 7.1.3 Subject to prior written approval by FoodBev SETA, which request the FoodBev SETA shall be entitled to consider within its sole and absolute discretion, the Learner shall not deviate from the Programme set out by the Institution.
- 7.1.4 The Learner agrees and undertakes that he/she shall write and perform all such exams and assessments and receive such other forms of instruction as shall be prescribed by the Institution as part of the Programme and shall abide by the rules and regulations of the Institution.
- 7.1.5 The Learner agrees and undertakes to submit his/her academic transcript and results to FoodBev SETA for all semesters of the Programme and as and when required by FoodBev SETA.
- 7.1.6 In the event of FoodBev SETA forming an opinion, within its sole and absolute discretion, that the Learner is in breach of this clause 7.1, FoodBev SETA shall be entitled to terminate this Agreement with immediate effect; and accordingly, the provisions of clause 10 will apply.

7.2 LEARNER OBLIGATIONS TO FOODBEV SETA

- 7.2.1 The Learner shall report to FoodBev SETA on academic progress on completion of midyear and end of academic year exams as well as any additional reporting as and when requested by FoodBev SETA.
- 7.2.2 The Learner shall submit his/her results and research papers to FoodBev SETA upon completion of the programme (i.e. Masters and/or PhD whichever is applicable).
- 7.2.3 The Learner must ensure that all the publications and journals relating to the approved research proposal are submitted to FoodBev SETA.

Student initial here:

FBS delegation initial here:

7.2.4 The Learner shall obtain from the Institution and retain all receipts or other proof of payment made by the FoodBev SETA in respect of the Bursary and submit such to FoodBev SETA upon request.

7.2.5 For so long as this Agreement is in place, the Learner shall act as an ambassador of FoodBev SETA.

8 DISBURSEMENT OF THE BURSARY

8.1 Subject to the provisions of clause 8.2 below, the Tuition Fees will be disbursed as per fee statement to the Institution.

8.2 FoodBev SETA will process the payment of Tuition Fees directly to the Institution in accordance with the rules and regulations of such Institution.

8.3 Disbursement of Cost of Prescribed Books

8.4 The Costs of the Prescribed Books will be paid directly to the Institution who will in turn pay that sum of money to the Learner in accordance with the Institutions internal procedures. The Learner hereby undertakes to use the sum of money to purchase the Prescribed Books and shall provide proof of such purchase to FoodBev SETA.

8.5 FoodBev SETA reserves the right to amend the mechanism for the disbursement of Cost of Prescribed Books, which revised disbursement mechanism shall be communicated to the Learner in writing, and the Learner hereby consents to the terms and conditions of such revised disbursement mechanism, which terms and conditions once communicated to the Learner, are incorporated herein by reference.

9 EXCLUSIONS FROM THE BURSARY

9.1 The Parties agree that the following, without limitation, shall not be funded from the Bursary and will be for the account of the Learner:

9.1.1 recommended learning material;

9.1.2 residence, subsistence and travel costs;

9.1.3 any costs incurred by the Learner in repeating any subjects that the Learner failed, which costs shall be for the account of the Learner;

Student initial here:

FBS delegation initial here:

- 9.1.4 any costs associated with deferred, aegrotat exams or supplementary exams;
- 9.1.5 fines, interest or penalties imposed by the Institution for whatsoever reason; and
- 9.1.6 any other costs incurred by the Learner.

10 BREACH BY LEARNER

- 10.1 Should the Learner commit a breach of any of the provisions of this Agreement, then the FoodBev SETA shall, if it wishes to enforce its rights in terms of this Agreement, be obliged to give the Learner and/or his/her Surety 10 (ten) business days written notice to remedy such breach.
- 10.2 If the Learner and/or his/her Surety fails to comply with such notice, FoodBev SETA shall be entitled to cancel this Agreement forthwith or to claim immediate payment and/or performance by the Learner and/or Surety of all of the Learner's obligations in line with this Agreement.
- 10.3 Any action taken in terms of clause 10.1 and 10.2 shall be without prejudice to such other rights as FoodBev SETA may have at law, provided always that, notwithstanding anything to the contrary contained in this Agreement.
- 10.4 Subject to any other provisions in this Agreement which contains breach provisions, the Learner shall be in material breach of this Agreement if the Learner commits any one (1) of the following:
 - 10.4.1 absenting himself/herself without good cause from attending the class of the Programme for a period of more than (5) five working days in any one year where applicable.
 - 10.4.2 deviating from the Programme without written prior approval of FoodBev SETA.
 - 10.4.3 changing Institutions without written prior approval of FoodBev SETA.
 - 10.4.4 failure to write and perform all such exams and assessments and receive such other forms of instruction as may be laid down in the Programme prescribed by the Institution.
 - 10.4.5 failure to abide by the rules and regulations of the Institution.

Student initial here:

FBS delegation initial here:

- 10.4.6 failure to report on academic progress to FoodBev SETA on completion of midyear and end of academic year exams as well as any additional reporting as and when requested by FoodBev SETA.
- 10.4.7 failure to submit all receipts or other proof of payment for the spending of the Bursary in the event of that FoodBev SETA requests the Learner to furnish such receipts of other proof of payment.
- 10.4.8 bringing FoodBev SETA into disrepute.
- 10.4.9 producing any references or certificates which are later ascertained by FoodBev SETA to be fraudulent;
- 10.4.10 failing any part of the Programme which will in FoodBev SETA's opinion or on the advice of the Institution prevent completion of the Programme in the minimum period.
- 10.4.11 neglecting, refusing, or failing to complete studies for which the Bursary is intended without good cause shown.
- 10.4.12 dropping out of the Programme.
- 10.4.13 being excluded from the Programme by the Institution.
- 10.4.14 being expelled or suspended from or required for any reason to vacate the Institution on account of misconduct on his/her part.
- 10.4.15 failing to comply with or failing to fulfil any of his/her obligations as set out in this Agreement.
- 10.4.16 being convicted of a criminal offence punishable by imprisonment.
- 10.4.17 producing any references or certificates which are later ascertained to be fraudulent by FoodBev SETA acting within reason.
- 10.4.18 failing any part of the Programme which will prevent completion of the Programme in the minimum period in the opinion of FoodBev SETA on the advice of the Institution.

Student initial here:

FBS delegation initial here:

- 10.4.19 failing to timeously pay any costs incurred by the Learner due to failure of a subject and the re-registration thereof which impacts the duration of the Programme and which may not be derived from the Bursary under this Agreement.
- 10.5 This Agreement may immediately be cancelled by FoodBev SETA without prejudice to any of its rights set out herein or at law if the Learner commits any 1 (one) of the breaches in this clause 10.
- 10.6 If this Agreement is terminated for any of the reasons set out in clause 10.4, the Learner/Learner's Surety shall repay to FoodBev SETA the full amount of the Bursary as has been paid or amounts which have become due and payable by FoodBev SETA in respect of Tuition Fees and Prescribed Books, together with interest thereon at the prime overdraft rate at the time of termination of the contract.
- 10.7 A written notification shall be issued informing the Learner and the Learner'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.
- 10.8 In the event of the death of a Learner during the duration of the Bursary, FoodBev SETA will absolve the Learner, the Guardian and Surety (as the case may be), of all obligations towards the Bursary terms and conditions.

11 ADDITIONAL SPONSOR/BURSARY

The Learner hereby undertakes that he/she shall not have any additional sponsor/bursary/funding/award that will impose an obligation on him/her to serve at the end of his/her Programme that will render him/her unavailable for employment in the food and beverages manufacturing industry upon completion of his/her Programme.

12 UNDERWRITING OF BURSARY AGREEMENT BY GUARDIAN IF THE LEARNER IS UNDER THE AGE OF 18 YEAR UPON ENTERING AGREEMENT

- 12.1 The Guardian declares and confirms by his/her signature hereto that he/she is the legal parent, adoptive parent or legal guardian of the Learner.

Student initial here:

FBS delegation initial here:

12.2 The Guardian further agrees and consents unconditionally to the Learner entering into this Agreement and declares furthermore that he/she has assisted the Learner in so doing.

13 DOMICILIUM

13.1 Any notice, request, consent, or any other document or communication of whatsoever nature made, required or permitted in terms of this Agreement, shall be valid and effective only if in writing and addressed to the Party to whom it is to be given at the address of that party specified in clause 13.3 below, and shall be deemed (until the contrary is proved) to have been received by that Party:

13.1.1 On the 15th (fifteenth) day after posting, if posted by prepaid registered post;

13.1.2 On the date of delivery if delivered by hand to a responsible person during ordinary business hours at such address and such delivery has been accepted in writing.

13.2 Each Party to this Agreement shall, on written notice to the other of the Parties, be entitled to change its address referred to in clause 13.3, provided that such address is not a Post Office box or a Poste Restante.

13.3 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices, requests, consents or any other documents or communication of whatsoever nature, the following addresses:

FOODBEV SETA

Physical Address: 13 Autumn Street Rivonia

Email Address: sibusisom@foodbev.co.za / nokuthula@foodbev.co.za /

Attention: Senior Manager: Skills Planning & Learning Programmes/Chief Executive Officer

THE LEARNER

Physical Address:

Email Address:

Attention: The Chief Executive Officer

Student initial here:

FBS delegation initial here:

THE GUARDIAN

Physical Address:

Email Address:

THE SURETY

Physical Address:

Email Address:

- 13.4 Any notice addressed to a Party at its physical shall be sent by registered post or delivered by hand.
- 13.5 Any Party will be entitled, from time to time, by giving written notice to the others, to vary its physical domicilium to any other physical address (not being a post office box or poste restante) and to vary its facsimile domicilium to any other email address.
- 13.6 Any notice given by any Party to any other ("Addressee"), which is delivered by hand between the hours of 09:00 and 17:00 on any Business Day to the Addressee's physical domicilium for the time being, will be deemed (unless the contrary is proved by the Addressee) to have been received by the Addressee at the time of delivery.
- 13.7 Any notice given by any Party to any other, which is successfully transmitted by email to the Addressee's email domicilium for the time being, will be deemed (unless the contrary is proved by the Addressee) to have been received by the Addressee on the Business Day immediately succeeding the date of successful transmission thereof.
- 13.8 This clause 13 will not operate so as to invalidate the giving or receipt of any written notice, which is actually received by the Addressee other than by a method referred to in this clause 13.
- 13.9 Any notice in terms of, or in connection with this Agreement will be valid and effective only if in writing (which shall include email) and if received or deemed to have been received by the Addressee.

14 PROTECTION OF PERSONAL INFORMATION

Student initial here:

FBS delegation initial here:

14.1 The Parties undertake to:-

- 14.1.1 comply with the provisions of POPI as well as all applicable legislation as amended or substituted from time to time;
- 14.1.2 treat all Personal Information strictly as defined within the parameters of POPI;
- 14.1.3 process Personal Information only in accordance with the consent it was obtained for, for the purpose agreed, any lawful and reasonable written instructions received from the applicable Responsible Party and as permitted by law;
- 14.1.4 process Personal Information in compliance with the requirements of all applicable laws;
- 14.1.5 secure the integrity and confidentiality of any Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss, damage, unauthorised destruction, access, use, disclosure or any other unlawful processing of Personal Information;
- 14.1.6 not transfer any Personal Information to any third party in a foreign country unless such transfer complies with the relevant provisions of POPI regarding transborder information flows; and
- 14.1.7 not retain any Personal Information for longer than is necessary for achieving the purpose in terms of this Agreement or in fulfilment of any other lawful requirement.
- 14.1.8 FoodBev SETA will only collect personal information relating to the learner for purposes of this Agreement and the Learning Programme. The personal information required by FoodBev SETA includes, but not limited to, names and surnames, birth dates, identity numbers, demographic information, education information, occupation information (if applicable), health information, addresses, personal and work email addresses, contact details and assessment outcomes of the Programme.
- 14.1.9 Information will be collected in the following manner:
 - 14.1.9.1 directly from the learner; and/or
 - 14.1.9.2 from the relevant institution where the learner is completing his/her qualification.

Student initial here:

FBS delegation initial here:

14.1.10 FoodBev SETA is legally obligated to collect, use and disclose personal information for the purposes of:

- 14.1.10.1 reporting skills development initiatives to the Department of Higher Education and Training;
- 14.1.10.2 reporting enrolments and achievements of programmes to the South African Qualifications Authority;
- 14.1.10.3 reporting on quality assurance functions to the Quality Council of Trades and Occupations;
- 14.1.10.4 evaluating and processing applications for access to financial and other benefits;
- 14.1.10.5 compiling statistics and other research reports;
- 14.1.10.6 providing personalised communications;
- 14.1.10.7 complying with the law; and/or
- 14.1.10.8 for a purpose that is ancillary to the above.
- 14.1.10.9 FoodBev SETA will not process personal information for a purpose other than those which are identified above without obtaining consent to further processing beforehand.

14.1.11 The Parties undertake to ensure that all reasonable measures are taken to:

- 14.1.11.1 identify reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;
- 14.1.11.2 establish and maintain appropriate security safeguards against the identified risks;
- 14.1.11.3 regularly verify that the security safeguards are effectively implemented; and

Student initial here:

FBS delegation initial here:

14.1.11.4 ensure that the security safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.

15 FORCE MAJEURE

15.1 Neither Party shall be liable to the other Party for any breach of this Agreement where the breach is caused by a Force Majeure Event.

15.2 If either Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event then:

15.2.1 that Party's obligations under this Agreement shall be suspended for as long as the Force Majeure Event continues and to the extent that such Party is so prevented, hindered or delayed;

15.2.2 as soon as reasonably possible after commencement of the Force Majeure Event that Party shall notify the other Party in writing of the occurrence of the Force Majeure Event, the date of commencement of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;

15.2.3 that Party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement;

15.2.4 as soon as reasonably possible after the cessation of the Force Majeure Event, that Party shall notify the other Party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligation under this Agreement and the steps taken to overcome or mitigate such effects;

15.2.5 if the contract Force Majeure Event continues for a period of more than 30 (thirty) days, either Party may terminate the contract, subject to providing 14 (fourteen) days written notice to the other Party.

16 GOVERNING LAW AND JURISDICTION

16.1 This Agreement shall in all respects be governed by and construed under the laws of the Republic of South Africa.

Student initial here:

FBS delegation initial here:

16.2 The Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg (or any successor to that division) in any dispute arising from or in connection with this Agreement.

17 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties, and no variation or amendment hereof or addition hereto shall have any force or effect unless reduced in writing and signed by all the Parties or their duly authorized agents.

18 UNDERTAKING

Each Party by their signatures hereto accepts all the terms and conditions set out herein which are applicable to him/her and agrees at all times to be bound by the terms and conditions hereof.

19 SIGNATURE

Signed on behalf of the Parties as set out below, each signatory hereto warranting that he or she has due authority to do so:

SIGNED by the Learner/Guardian at _____ on this the _____ day of _____ 20____.

Signature of Learner/Guardian: _____

AS WITNESSES:

1. _____

2. _____

Student initial here:

FBS delegation initial here:

SIGNED on behalf of FoodBev SETA at _____ on this the _____ day of
_____ 20__.

Signature of delegated FBS official: _____

Student initial here:

FBS delegation initial here:

ANNEXURE “A”

1.	Learner’s Name	«Name» «Surname_»
2.	Leaner’s ID Number	«ID_Number»
3.	Name of Institution	«Institution»
4.	Student Number	«Student_Number»
5.	Programme	«Field_of_Study»
6.	Year of Study	
7.	Duration of Programme	
8.	Programme’s Commencement Date	
9.	Programme’s Completion Date	

Student initial here:

FBS delegation initial here:

ANNEXURE B: SURETYSHIP

TO: FOODBEV SETA

With reference to the Agreement dated: _____ between FoodBev SETA and the Learner (FULL NAME & SURNAME): _____ I hereby bind myself in favour of FoodBev SETA as a surety for and co-principal debtor, in *silodum*, with the Learner for the due and punctual payment of any and all amounts which may become due to FoodBev SETA by the Learner and for the due performance of the Learner'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 Learner entering into the agreement (PLEASE ATTACH CERTIFIED COPY OF IDENTITY DOCUMENT AND CLEARLY STATE YOUR RELATIONSHIP TO THE LEARNER NEXT TO SIGNATURE).

Signed at (place): _____ (Date) _____

SURETY SIGNATURE AND RELATIONSHIP

AS WITNESSES: 1 _____

2 _____

Surety's ID No.														
-----------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Surety's Full Names:

Physical Address:

Telephone No: (Home) _____ (Work) _____

Cell phone(s):

Student initial here:

FBS delegation initial here:
