



PRE – SERVICE TERTIARY EDUCATION STUDY LOAN AGREEMENT
ESWATINI

Entered Into By and Between
THE GOVERNMENT OF THE KINGDOM OF ESWATINI

Duly represented by **Thulani E. Mkhali**

Or His Nominated representative

In his capacity as Principal Secretary,
Ministry of Labour and Social Security (On
the one part)

And

(Full names of student)

Graded Tax Number.....

Pin/ID No.....

Computer No.....

In his/her capacity as the Beneficiary

If below 18 years, duly represented by

In his/her capacity as

(On the other part)

For

STUDENT STUDY LOAN AND STUDENT ASSISTANCE LOAN

Course being tenable at

..... commencing from

20 for a period of Years.

PREAMBLE

WHEREAS the student intends pursuing study particulars whereof are out in the Letter of Acceptance and the student having applied for scholarship/loan for such study;

AND WHEREAS a scholarship/loan for the intended study has been sanctioned by Government in favour of the student;

AND WHEREAS the parties have agreed that the terms and conditions of the said loan be as set out hereunder.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:-

INTERPRETATION

1. In this Agreement, except where the context otherwise requires -

“collection” means receiving repayment of the loans;

“disbursement” means providing loans to students after successful consideration of the application and transferring loan amount to institution, student or any other third party for the benefit of the student;

“Institution” means any academic institution such as colleges, universities accredited by Ministry of Education – inside or outside the Kingdom of Eswatini;

“interest” means interest charges in terms of the Study Loan and Scholarship Order, 1977;

“scholarship” means any grant or payment or loan or contribution made to support a student’s education, awarded on the basis of academic or other achievement;

“student” means any person undertaking or proposing to undertake higher education with assistance from the Government of the Kingdom of Eswatini;

“student assistance loan” means personal allowance, meals and accommodation fees or any other fees not included in the student study loan schedule;

“student study loan” means tuition fees, internship allowance, book allowance, project allowance, uniform fees, practical’s allowance, registration fee in case of

local student, excludes registration fee in case of students studying outside Eswatini, and any related expenses

“study loan” means a loan extended to a student by the Government, whose primary purpose is to help the student undertake or pursue pre-service tertiary education or training with an institution recognized by government;

“surety” means any person who stands in as student’s surety;

“work” means any activity whether skilled or unskilled carried out by a person for financial gain.

2. The preamble, acceptance letter, scholarship application form, letter of award, list of awards resolutions issued by the Scholarship Selection Board and/or any relevant documents shall be construed and be read as part and parcel of this agreement.

PURPOSE

3. This student loan and assistance agreement is entered into by the Government of the Kingdom of Eswatini, the student and co-signer, the purpose of which is to provide advance by way of a loan by Government to the student, *vis* Student Study Loan and Student Assistance Loan to enable him/her to study at any Institution or in any Country as it appears in the letter of award signed by the parties. The co-signer agrees to be equally responsible for repayment of this loan as a surety and in terms of this Agreement.

STUDENT ACCOUNT

4. The Government shall keep two separate accounts for each student indicating the amount disbursed in respect of Student Study Loan and Student Assistance Loan. The accounts will be consolidated for purposes of providing information on total balance disbursed and due from the student.

AWARD

5. The Government awards Student Study Loan as indicated in the schedule. The award maybe varied during the duration of study and the student maximum annual amounts to be paid in respect of the student study loan shall be communicated to student on annual basis before the commencement of each academic year.

6. The Government awards the student, an Assistance Loan as indicated in the schedule. The schedule may be adjusted by the Government either downward or upward during the course of study. Any adjustment on Student Assistance Loan shall be communicated to beneficiary before commencement of the academic year in which such adjustment is made.

STUDENT UNDERTAKING

7. Student undertakes to furnish to the Government a certificate signed by a registered medical practitioner as defined in the Dental and Medical Practitioner Act, 1970 certifying that in the said practitioner's opinion the student is medically fit to commence, and complete the course.
8. Student shall commence the course, to be bound by the rules governing the Swaziland Study Loan and any instructions that maybe issued to him/her by Government.
9. Student accepts that if he/she breaches any term herein contained it shall be lawful for Government to withhold payment of the loan or any part thereof and by giving the student three months written notice to terminate this agreement.
10. Student agrees that no relaxation or indulgence or extension of time granted by the Government, and omission by the Government under this agreement shall be deemed to amount to a waiver of any right.
11. Where a student fails part, some or the entire examination in any academic year, and is required to carry forward or repeat the failed subject (s) or that academic year, the Government shall have no obligation to make payment for the failed and repeated subject (s) and/or the year in which the student repeats the class.

COMPLETION OF STUDIES

12. Upon completion of studies, where applicable, the student shall;

- (a) complete and submit to the Government completion form as part of clearance procedures;
 - (b) if studying outside Eswatini return to the country within ten (10) days of official publication of results;
 - (c) upon arrival in Eswatini, inform the Government of his/her arrival in the country;
 - (d) seek employment in Eswatini, from any sector of the economy;
 - (e) notify the Government in writing, by hand delivery or registered mail, within a reasonable period of time and not later than thirty (30) days, of his/her employment, and of any subsequent change of his/her employment;
 - (f) notify the Government of relocating to outside Eswatini in instances where he/she cannot find employment locally or is relocating for better employment purposes or any other related reason.
13. The Student shall on completion or cessation of the Programme of Study undertaken in terms of this Agreement, and upon obtaining employment, pay back to the Government, 50% of the Student Study Loan and 100% of the Student Assistance Loan at an interest to be determined by the Minister and communicated to the student.

REPAYMENT

14. The Student may make a once-off repayment or such installments as may be agreed in writing between the parties towards the repayment of the Loan.
15. No sum shall be treated as paid unless fully received by the Government.
16. The details of where and how payment is to be effected by the Student shall be issued by the Government, upon receipt of written notification of employment.
17. If the student does not return to Eswatini nor seek employment within Eswatini after completion or cessation of studies, the Government shall be entitled to demand full payment of the loan under this agreement plus interest in terms of the applicable Law.

18. Where the student's school completion and statement of result and certificate are found not to be authentic due to forgery or similar dishonesty act, the student shall be liable to pay Government all monies advanced to him under this agreement plus interest in terms of the applicable Law.
19. Where a student fails to complete the course of study for whatever reasons attributable to him/her other than on account of medical reasons, he shall be liable to pay to the Government all monies advanced to him/her under this agreement plus interest in terms of the applicable Law.
20. In the event the student fails to effect repayments within three (3) months of employment, the student hereby authorizes the Government to effect deductions from his salary directly from the employer towards the repayment of the loan.
21. If the Student fails to make any repayment as provided for under this Agreement, the government shall be entitled to demand full repayments of the Loan forthwith.
22. If the Student does not return to Eswatini nor seek employment with any sector of the economy in Eswatini after completion or cessation of studies or fails to provide satisfactory reasons of working outside Eswatini, the Government shall be entitled to demand full repayment of the Loan.
23. Advancement by the Government of the loan and repayment of the same by the student shall be made at such place as the Government may direct.

TERMINATION

24. The Government may at any time terminate the agreement under, but not limited to, any of the following circumstances:

- (a) Failure by the Student to sit for or undergo any examinations without valid reasons;
- (b) If the Government receives an unsatisfactory report from the Institution on the conduct, the work and progress of the Students which indicates that the Student is not likely to successfully complete his/her programme;
- (c) If the Government determines, after giving the Student an opportunity to make representations, that the student does not comply with the terms and conditions of this Agreement;
- (d) If the Student unilaterally withdraws from the Program of Study or wishes to terminate this agreement for any reason whatsoever;
- (e) Where the Student is involved in substance abuse and in criminal activity including fraudulent cases;
- (f) Where the Student is involved in misconduct which include, but is not limited to unacceptable behavior as determined by the government;
- (g) Violation of visa conditions and/or violation of local laws resulting in criminal conviction, in the case of a Student studying in an External Institution;
- (h) Failure to submit academic progress report to the Government within thirty (30) days of publication of results;
- (i) When the Student has been excluded by the Institution;
- (j) When the Student changes his/her Program of Study or Institution without the written consent of the Government.
- (k) Where a student undertakes a programme of study which is in two stages and where he/she is required to obtain a pass mark in order to enable him to transfer to the last stage of the programme the scholarship award shall terminate if the student fails to obtain such pass mark.
- (l) Where owing to acute shortage of funds on the part of the government, the Government is unable to honour its obligation in terms of this agreement.
- (m) Where the student fails to disclose crucial information at application stage.

(n) Where the student is found to have submitted fraudulent or unauthentic school leaving certificates and/or statement of results at study loan application stage or at any stage whilst this agreement subsist.

NOTICES

25. Any notice or other documents required to be served or given by one party to the other shall be so served or given by delivering same to either party personally or to their chosen postal addresses through prepaid registered mail.

APPLICABLE LAW

26. The applicable Law shall be the Law of the Kingdom of Eswatini.

DOMICILE

27. The parties have chosen the following physical and postal addresses as their domicile.

STUDENT:

Postal Address
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Physical Address
.....

Telephone No.

Cellphone No.

Email Address

GOVERNMENT OF THE KINGDOM OF ESWATINI:

Postal Address: P. O. Box 198 Mbabane

Physical Address: Ministry of Labour and Social Security

Eswatini Government Offices

West Wing -Interministerial Building

Mhlambanyatsi Road

Signed at this day of.....2018

For the Government of Swaziland:

.....
PRINCIPAL SECRETARY
MINISTRY OF LABOUR
AND SOCIAL SECURITY

AS WITNESS:

Full Name

Signature

For Student:

.....

AS SURETY

Full Names:

Relationship:

Pin No:

Graded Tax No:

Physical Address:

Postal Address:

Cell no: Tel:.....

Email

Signature:

AS WITNESS

Full Names:

Relationship:

Pin No:

Graded Tax No:

Physical Address:

Postal Address:

Cell no: Tel:.....

Email

Signature:

AS WITNESS

Full Names:

Relationship:

Pin No:

Graded Tax No:

Physical Address:

Postal Address:

Cell no: Tel:.....

Email

Signature: