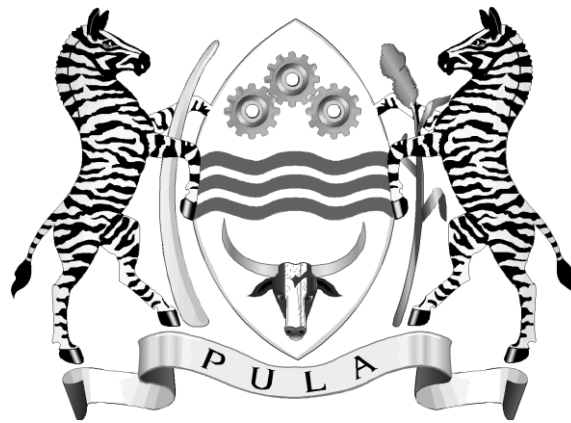


# **DEPARTMENT OF TERTIARY EDUCATION FINANCING**

**MINISTRY OF TERTIARY EDUCATION, RESEARCH, SCIENCE & TECHNOLOGY  
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## **DTEF Memorandum of Agreement**

**Revised Version 1.0  
4 October 19**

**Mainstream**

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## **PREAMBLE**

**WHEREAS** the Government is desirous of sponsoring students to various institutions worldwide;

**AND WHEREAS** the Student has applied and qualified for the Sponsorship;

**AND WHEREAS** the Government has offered the Student the Sponsorship and the Student has accepted;

**NOW THEREFORE** the Parties agree as follows:

### **1. DEFINITIONS:**

In this Agreement, the following words and expressions shall have the following meanings and cognate expressions shall bear the corresponding meanings unless where otherwise stated or the context clearly indicates otherwise:

**Agreement** means the present Agreement, its Annexes together with all amendments thereto as agreed to between the Parties from time to time;

**Annex** means any document, approved by the Government which is from time to time, incorporated into this Agreement in the form of an Annex. These documents may be amended in writing, from time to time by mutual agreement between the Parties;

**Category** means any of the five (5) classifications of study programmes identified by the Government to which the Grant/Loan Scheme applies

**DTEF** means the Department of Tertiary Education Financing within the Ministry of Tertiary Education, Research, Science and Technology of the Government of the Republic of Botswana;

**External Institution** means a tertiary educational institution outside Botswana, duly recognized by the Government of Botswana;

**Government** means the Government of the Republic of Botswana herein represented by Department of Tertiary Education Financing as executing authority and permitted assign;

<b>Loan</b>	means the total amount of money expended by the Government on the Student, under, and for purposes of this Agreement;
<b>Local Institution</b>	means a tertiary institution in Botswana, duly recognised by the Government;
<b>Maintenance Cost</b>	means the cost incurred and expended by the Government on the Student's boarding, refectory, personal allowances, medical expenses and travel costs, and any other incidental expenses;
<b>Minor</b>	means a Student under the age of eighteen (18)
<b>Parties</b>	means the Government and the Student, "Party" shall mean either of them;
<b>Programme of Study</b>	means the course to be undertaken by the Student;
<b>Student</b>	means a beneficiary of government sponsorship who has not been employed on permanent and pensionable terms and has not reached their 35 <sup>th</sup> birthday at the time of completion of study;
<b>Sponsorship</b>	funding for tertiary education expenses for eligible student who has been admitted into a registered programme in an accredited tertiary institution;
<b>Tuition Cost</b>	means the cost incurred and expended by the Government on the student's institution fees, books and any other academic expenses;
<b>Sponsorship Administrator</b>	means DTEF and Foreign Missions of Republic of Botswana
<b>Withdrawal</b>	means termination of sponsorship

## **2. INTERPRETATION**

- 2.1 Clause headings are for convenience only and shall not be used in interpretation of this Agreement.
- 2.2 Terms other than those defined in this Agreement shall be given their plain English meaning.
- 2.3 Unless this Agreement clearly indicates the contrary, an expression which denotes:
  - a) a masculine gender includes feminine and neuter genders and vice – versa;
  - b) a person includes a legal person; and
  - c) singular – includes plural and vice versa.
- 2.4 Any reference to a statutory provision or statute (unless the context clearly indicates otherwise) shall be a reference to a statute of the Republic of Botswana, and shall include any subordinate legislation made from time to time under that provision or statute and shall include that provision or statute as amended or re-enacted from time to time.
- 2.5 Expressions or words defined in this Agreement shall bear the same meanings when used in appendices to this Agreement which do not themselves contain their own definitions.
- 2.6 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is specifically stated in the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in the Definitions Clause.

## **3. GOVERNING LAW**

In relation to this Agreement and to any matter arising from it, the laws of the Republic of Botswana shall apply at all times, which shall mean the present laws, and any amendments thereto or new laws passed during the validity of this Agreement.

## **4. LANGUAGE**

All correspondence and any other communications in connection with this Agreement shall be in the English language.

## 5. COMMENCEMENT AND DURATION

- 5.1 This Agreement shall come into force on the date of signature and shall remain in force for a stipulated period of study unless terminated earlier by agreement by both Parties, or by either Party in accordance with its terms.
- 5.2 However, final cessation of sponsorship shall be determined by acquisition of the qualification within the normal duration of the programme.

## 6. PRIORITY STUDY AREAS

The Government shall sponsor students under the following priority areas in accordance with their importance in the country's human resources needs as determined by the sponsor from time to time;

NO.	PRIORITY AREAS	NO.	PRIORITY AREAS
1	Medical & Health	8	Creative Industries
2	Engineering & Technology	9	Education & Training
3	Business & Finance	10	Transport & Logistics
4	Building/Construction	11	Social Sciences
5	Agriculture	12	ICT
6	Professional Programmes	13	Mining, Minerals, Energy & Water Resources
7	Masters in Psychology	14	Manufacturing

**NB:** These priority study areas are listed in no particular order

## 6. OBLIGATIONS OF THE PARTIES

### 6.1 Obligations of the Government

6.1.1 The Government shall pay or cause to be paid:

- a) to the Local or External Institution and for the account of the Student, the tuition cost for the Programme of Study;
- b) to the student, the Maintenance Cost which includes a personal allowance determined by the Government from time to time;
- c) the Student's medical insurance if the Student is studying in an External Institution and is not covered by the public health system, or where it is a visa/immigration requirement;

- d) to the Student studying in an External Institution, a return transport fare from Gaborone, Botswana to the place of study as may be determined by the Government from time to time.
- e) the Student's insurance cover where such is a requirement in undertaking internship or industrial attachment. This will be applicable where the internship or industrial is part fulfilment of the degree program
- f) to the student issue a new financial guarantee letter every semester / academic year to qualifying Students who are progressing to the next level. This is a critical factor that needs to determine whether the student has passed and qualified to continue with studies

**6.1.2** The Government shall **not** pay, nor be responsible for, costs and other expenses arising out of, or incurred in connection with, any or all of the following:

- a) medical expenses incurred by the Student studying in Local Institution as these are covered by the local public health system;
- b) medical expenses arising from treatment not included in the approved medical insurance cover;
- c) medical expenses incurred by the Student in foreign countries during the Student's travel outside the country/administration area of study, including Botswana, unless such travel has been approved by the Government in writing;
- d) medical expenses and any other costs arising during unauthorised stay in the country of study;
- e) medical and any other costs arising from, and or associated with, pregnancy including without any limitation, pre-natal, natal and post natal costs;
- f) medical, legal and any costs arising out of circumstances connected with cases of misconduct which include unacceptable behaviour of Student as determined by the Government;

- g) travel costs to other countries other than the country of study for research/data collection purposes unless such travel has been approved by the Government in writing;
- h) Conferences/seminars/workshops based learning that are not compulsory requirement for the partial fulfilment of the qualification to be obtained; and or outside the country/catchment area of study.
- i) accommodation & meal expenses arranged either by the student or institution during attachment that are outside the standard attachment rates;
- j) any other costs that have been incurred by the student outside the mandate of the sponsor

## **6.2 Obligations of the Student**

### **6.2.1 Student Conduct during Study**

The Student shall:

- a) study diligently to complete the Programme of Study within the time prescribed for such Programme of Study;
- b) sit for any or all examinations required to be undertaken in connection with the Programme of Study at the prescribed time;
- c) where he/she is prevented from sitting for examinations and or completing the Programme of Study due to illness, furnish the Government with medical evidence to that effect from recognized medical practitioner within fourteen (14) days of the beginning of the illness, with a supporting letter from the Institution
- d) comply at all times with the rules of the Institution in every respect and the student visa/study permit requirements;
- e) not change the Programme of Study in any respect whatsoever unless otherwise authorised to do so by the Government in writing; and
- f) not change the institution of placement (place of study) unless approval has been provided by the Government in writing.

- g) not participate or attend conferences/seminars/workshops based learning that are not compulsory requirement for the partial fulfilment of the qualifications to be obtained; and or outside the country/catchment area of study without authorisation from the sponsor.

### **6.2.2 Progress Reports**

The Student shall:

- a) submit to the Government either personally or through the institution the semester/annual academic progress report, failure of which will lead to the cessation of the payment of the Maintenance Cost and/or termination of the sponsorship; if not submitted within 30 days of publication of the results
- b) where the Institution requires the Student's permission to issue/send report to a third party, grant such permission to the Government to receive any such information.

### **6.2.3 Research and Internship**

The Student Shall:

- a) conduct research in his/her country of study or placement, in an event that research may be undertaken outside country of study, government approval must be first sought. Research undertaken outside the country of study is restricted to Botswana
- b) undertake placement/internship training where such is a compulsory component of his/her Programme of Study. The sponsor must be informed in writing 30 days before its commencement

### **6.2.4 Change of Address**

The Student shall notify the sponsor of change of name and/or address from time to time.



### **6.2.5 Travel out of Country of Study**

The Student shall arrange his/her own medical insurance cover during travel to countries other than their country of study. The student must notify the sponsor in writing and provide evidence of financial support for the parent or guardian.

### **6.2.6 Return to Botswana**

The Student shall return to Botswana after completion of the Programme of study. In the event where the student does not return to Botswana and is willing to buy themselves out of the agreement, they should write the sponsor for permission not to return to Botswana, produce offer letter of employment & provide surity in an event of non-compliance to repay the loan

Those who failed to notify the sponsor on their non-return to Botswana, will be flagged with the Department of Immigration & Citizenship upon renewal of Omang and/or passport, or at the time of application of citizenship/residence/work permit for their country of stay.

### **6.2.7 Repayment of the Loan**

The Student shall repay the Loan and any other monies expended by the Government under this Agreement, upon completion or termination of the Programme of Study.

### **6.2.8 Pregnancy Cases**

- a) The Government shall under no circumstances be responsible for any costs associated with or arising out of pregnancy of the Student.
- b) Where the Student falls pregnant, she shall notify the Government in writing of the pregnancy within the first trimester (i.e. the first three (3) months).
- c) Where the Student studying in an External Institution falls pregnant, such Student shall return to Botswana by the fourth (4<sup>th</sup>) month of pregnancy for child bearing.
- d) In an event the student decides to remain in country of study for child birth, she shall be required to officially write to DTEF and seek consent by the 2<sup>nd</sup> trimester of their pregnancy. Further to this, student shall provide evidence of financial support during and after child birth.

- d) Failure to notify the Government shall result in the Government terminating the sponsorship of the Student.
- e) The Student is guaranteed sponsorship after delivery of the child in Botswana, subject to the Student's acceptance to the Institution, and upon certification by a medical doctor of the Student's medical fitness to resume studies.
- f) The external student will only be allowed one opportunity for leave of absence due to pregnancy.

### **6.2.9 Marriage**

- a) The Student shall inform the Government of any marriage contract he/she has entered into during the tenure of this Agreement.
- b) Notwithstanding such marriage, the Student shall complete the Programme of Study without interruption and shall comply in full with all terms and conditions of this Agreement.
- c) The Government shall in no way be liable for the payment of any costs of the marriage or any costs arising out of such marriage.

## **7. COMPLETION OF STUDIES**

Upon completion of studies, the Student shall:

- a) complete and submit to the sponsor/Foreign Mission office completion of study form with the following documents;
  - i. Copy of certificate
  - ii. Certified copy of full academic transcript
  - iii. Copy of employment letter if employed

**NB:** an electronic transmission of the above may be used

- b) return to Botswana within ten (10) days of official publication of results unless one has undertaken to financially support himself;
- c) seek employment in Botswana where possible, from any sector of the economy. In an event where one has secured employment outside the country, one must seek approval from sponsor;

- d) notify the Government in writing, not later than thirty (30) days, of his/her employment, and of any subsequent change of his/her employment for the duration of this Agreement.

## **8. REPAYMENT OF THE LOAN**

- 8.1 The Student shall on completion or cessation of the Programme of Study undertake in terms of this Agreement, and upon obtaining employment, pay back to the Government, the Loan inclusive of the Maintenance Cost and Tuition Cost, and all other costs incurred and expended on his/her training.
- 8.2 The Student shall authorise his/her employer or bank to forward equal monthly instalments towards the repayment of the Loan and all other monies due to the Government.
- 8.3 No sum shall be treated as paid unless fully received by the Government.
- 8.4 The details of where and how payment is to be made shall be determined by the Government, upon receipt of the written notification of employment
- 8.5 In the event that the Student fails to honour their obligation of paying back their loan within the stipulated three (3) months grace period the student hereby authorises the Government through this Agreement to effect deductions directly from the employer towards the repayment of the Loan.
- 8.6 The Student may at any time discharge his/her indebtedness under this Agreement by a once-off payment of the Loan and any other outstanding monies, or make repayments which are greater than the monthly instalments he/she is obliged to make at that time.
- 8.7 If the Student fails to make any repayments as provided for under this Agreement, the Government shall be entitled to demand full repayment of the Loan immediately.
- 8.8 If the Student does not return to Botswana nor seek employment with any sector of the economy in Botswana after completion or cessation or studies, the Government shall be entitled to demand full repayment of the Loan and all other monies expended on the Student, immediately.

## **9. REPEAT SPONSORSHIP / RE-SPONSORSHIP**

- 9.1 Repeat sponsorship is not an entitlement and may be granted at the discretion of the Government upon receipt of an application for such by the student.
- 9.2 The costs and expenses incurred by the Government during a repeat period shall be added to the Student's Loan.
- 9.3 Students who were sponsored regionally or abroad and could not complete their programs on medical or psycho-social issues will only be offered sponsorship locally and are required to get admission in any of the local institutions. Repeat opportunity may only be given twice during the entire period of study.
- 9.4 Consideration for re-sponsorship will be subjected to the set criteria for that particular period.

## **10. BREACH**

- 10.1 Where the Student at any time during the currency of this Agreement fails or omits to fulfil any terms, conditions and /or obligations binding on him/her, the Government shall claim immediate repayment of all monies expended on the Students under this Agreement.
- 10.2 The Student shall reimburse the Government all costs and expenses incurred by the Government in enforcing or attempting to enforce any claim or loss resulting from breach by the Student of Agreement.

## **11. TERMINATION OF SPONSORSHIP**

The Government reserves the right to terminate the Sponsorship where:

- a) the Student fails to sit for or undergo any qualifying examination;
- b) the Government receives an unsatisfactory report from the Institution on the conduct, work and progress of the Student which indicates that the Student is not likely to successfully complete the Programme of Study;
- c) the Government receives a medical report which indicates that the Student is permanently unfit to continue with the Program of Study because of illness;
- d) the Student changes his/her Programme of Study or institution without the written consent of the Government.

- e) the Student unilaterally withdraws from the Program of Study or wishes to relinquish Government sponsorship for any reason whatsoever;
- f) the Student is involved in substance abuse and/or criminal activities;
- g) the Student is involved in matters of misconduct which includes, but is not limited to unacceptable behaviour as determined by the Government;
- h) the Student violates visa conditions and/or violation of local laws resulting in a criminal conviction;
- i) the Student fails to submit academic progress report to the Sponsorship Administrator within thirty (30) days of publication of results;
- j) the Student has been excluded by the Institution; and
- k) the Government determines that the Student does not comply with the terms and conditions of this Agreement;

## **12. TERMINATION OF THIS AGREEMENT**

This Agreement shall be terminated under, but not limited to, any of the following circumstances:

- a) Upon discharge by the Student of all his/her obligations and liabilities under this Agreement; and
- b) Death of the Student (during studies)

## **13. AMENDMENTS**

No alteration, variation, cancellation, addition or amendment to, or deletion from this Agreement, including this Clause, shall be of any force or effect unless in writing and signed by both Parties.

## **14. WAIVER**

No failure, delay, relaxation or indulgence on the part of the Government in exercising any power or right conferred upon the Government in terms of this Agreement, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof, or the exercise of any power or right under this Agreement.

**15. GENERAL**

15.1 Where any matter for which there is no explicit reference in this Agreement or where there is uncertainty on the interpretation of any clause in the Agreement, the terms and conditions of the Sponsorship Guidelines

15.2 The Government’s liability is limited and is subject to the terms and condition of this Agreement.

15.3 The Government does not guarantee to provide the Student with employment on completion of the Programme of Study either for a definite period or at all.

**16. SEVERABILITY**

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect the remainder of this Agreement, which shall remain of full force and effect.

**17. DOMICILIUM CITANDI ET EXECUTANDI**

The Parties hereto choose as their *domicilium citandi et executandi* for all purposes under this Agreement including, but not limited to delivery of letters and documents instituting actions or applications, the below mentioned addresses:

(a) For the Government: Department of Tertiary Education Financing  
Ministry of Tertiary Education, Research,  
Science and Technology  
Private Bag 0079  
Plot 37893, Sephatlhaphatlhe Road  
Universal Estate  
Block 6  
Gaborone, Botswana

Attention: The Director  
Telephone: +267 3164023  
Facsimile: +267 3191641 / 3912891

(b) For the Student: Physical Address: .....  
.....  
Telephone: .....  
Facsimile: .....

## **18. SERVICE OF NOTICES**

18.1 The Parties will accept service of all documents, notices and processes in terms hereof at their *domicilium citandi et executandi*. Notwithstanding the above the Government may as and when it deems fit serve notices to the Student via the following channels:

- a) publishing notices in the media in the country where the student is studying;
- b) publishing notices in the DTEF on-line platform
- c) by serving the Sponsor/Foreign Mission Office and
- d) putting up notices in the institution where the student is studying

18.2 Any notice or communication sent by either Party to the other shall be deemed to be received on the seventh (7<sup>th</sup>) day after the date of posting by prepaid registered post or on the date of delivery in the case of delivery by hand, where such notice is transmitted by way of facsimile on the record date of the transmission of such facsimile or where the notice is transmitted via a third party (30) days after posting on a public notice board.

18.3 Either Party shall be entitled to change of the address specified by it in terms of this Agreement to any other address (not being a post office restante) on not less than fourteen (14) days prior written notice to the other Party.

## **19. ENTIRE AGREEMENT**

19.1 This Agreement, including all Annexes and other documents attached hereto and referred to herein, constitutes the entire, integrated understanding and Agreement between the Parties and supersedes any oral or prior written Agreement with respect to the subject matter of this Agreement.

19.2 No representations, terms, conditions or warranties in respect of matters dealt with in this Agreement not contained in this Agreement shall be binding on the Parties.

19.3 The headings and numbers used in this Agreement and its Annexes are for convenience only and shall not be construed or interpreted as having a bearing on the contents, or context or meaning of its provisions.

19.4 All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

## 20. DECLARATION

### DECLARATION

*This section must be completed and signed by the applicant.*

**Note that incomplete, inadequate or inaccurate filling of the application form may result in the applicant's elimination from consideration. Any false information given or concealment of any relevant information may lead to termination of the scholarship.**

I ..... (full name) the undersigned, declare that I have read and understood the contents of the Memorandum of Agreement and I agree to the terms and conditions of the same .

Date: .....

Signature: .....

Time

### **In case of minor**

I ..... (full name) the undersigned, declare that I have read and understood the contents of the Memorandum of Agreement and I agree to the terms and conditions of the same on behalf of .....(name of the applicant/minor )

Date: .....

Signature: .....

Time.....



**Thus Done and Executed at ..... this..... day  
of..... 20.....**

**For and on behalf of the Government of the Republic of Botswana:**

Full name:..... Signature:.....

As witness (for the Government)

1. Full name:..... Signature:.....

2. Full name:..... Signature:.....