

**FINANCIAL ASSISTANCE AGREEMENT**

**BETWEEN**

**MINISTRY OF ENVIRONMENT AND TOURISM**

**OF THE REPUBLIC OF NAMIBIA**

(hereinafter referred to as “The Ministry” and it shall also bear the meaning of “The Public Service” or “ the Government” wherever referred to in the agreement)

**AND**

(Hereinafter referred to as “The Staff Member”)

**FOR**

**FINANCIAL ASSISTANCE TOWARDS THE STUDY/COURSE:**

(hereinafter referred as “the qualification”

**AT**

(“the educational institution” accredited by the Namibian Qualification Authority )

For Period/Duration:

WHEREAS the staff member is desirous to participate in a continuous programme of qualifying training to fully equip him- / herself for his/her task in the Ministry and for which purposes he/she has registered at the accredited educational institution; and

WHEREAS the Ministry is prepared to assist the staff member financially to achieve his/her objective through an accredited and approved course of study.

**NOW THE PARTIES HEREBY AGREED AS FOLLOWS:**

### **CLAUSE 1**

#### **Financial Assistance**

- 1.1 The Ministry at its sole discretion and depending on the availability of funds hereby undertakes to grant the staff member the financial support amounting to N\$..... for year..... to enable him/her to undertake full-time/part-time/distance study/ research in order to obtain the qualification.
- 1.2 The Ministry shall be under no obligation to continue to provide financial assistance to the Staff Member for his/her course of study and the obligation for financial assistance provided shall extend to the terms of this Agreement and shall be valid for the amount issued in terms of clause 1.1 only.
- 1.3 The financial assistance shall be limited to the amounts and for the specified categories as prescribed by the Permanent Secretary on the recommendation of the Training Committee of the Ministry.

**CLAUSE 2**

**Obligations of Staff Member**

- 2.1 The Staff Member shall furnish the Office with satisfactory written proof of registration for the course and the subject (s) for which he/she will receive tuition and for the registration fees only for the year for which financial assistance within the prescribed limits is provided and he/she shall provide the Office with official proof of his/her examination results or, where relevant, an official progress report, immediately after the results of any such examination(s) or such progress report(s) have been made available by the educational institution of registration.
- 2.2 The Staff Member receiving financial assistance under this agreement shall continue to study for the course stated in this Agreement and shall not change his/her course of study without the prior approval of the Ministry, failing which the Staff Member shall be held liable for any moneys received under this Agreement and which will immediately become due and payable to the Government.
- 2.3 The Staff Member shall be required to pass the subjects towards the course of study and the Ministry shall suspend the payment of any financial assistance offered in breach of this requirement if any subject or subjects or part or parts of the course, as required for the completion of the study course, has not been certified by the educational institution as having been completed. Should the Staff Member decide not to continue with the course of study to its completion or if the Staff Member has left the Public Service for whatever reason prior to completion of the course of study or prior to his/her completion of his/her period of service obligation under this Agreement, the full amount of the financial assistance provided shall immediately become due and payable to the Government by the Staff Member and at the interest rate then applicable to debt repayable to the Government.
- 2.4 The Staff member shall be required to fulfill the following obligations for financial assistance provided in terms of this Agreement:  
.....  
.....
- 2.5 If the Staff Member's obligations in terms of this Agreement cannot be fulfilled owing to his/her death, or total mental or physical incapacitation which lead to his/her discharge from service, any liability for the refund of any moneys which

may be due in terms of this Agreement shall lapse; provided that this provision shall only apply where the provisions of clause 2.3 have not taken effect.

### **CLAUSE 3**

#### **Disbursements and Other expenses**

The financial assistance which the Ministry is prepared to disburse in terms of this agreement shall be limited to the amount as approved in terms of clause 1.3 and for the items listed under the terms of clause 2.3. Any claim for payment shall be advanced or claimed only after the submission of proper accounts and invoices and may be reimbursed to the Staff Member or the educational institution concerned.

### **CLAUSE 4**

#### **General provisions**

- 4.1 This agreement creates rights and obligations between the parties only and it shall not, directly or by implication, place any obligation on the Ministry to meet the Staff Member's obligations to the educational institution concerned; any payment made by the Ministry to the educational institution concerned, if any, is made solely to facilitate payments arising out of this Agreement for administrative purposes.
- 4.2 At the expiration or termination of this Agreement, its provisions or the provisions of any separate Agreement made in respect of this Agreement, shall continue to govern any unexpired existing obligations assumed thereunder.
- 4.3 The Parties may enter into such supplementary agreements as may be necessary to fulfill the purpose of this Agreement.
- 4.4 This Agreement is subject to the laws of the Republic of Namibia.

**CLAUSE 5**  
**COMMUNICATIONS**

The respective parties' addresses shall be as follows and all communications shall be directed to these addresses:

**The Permanent Secretary**  
**Ministry of Environment and Tourism**  
**Private Bag 13306**  
**Windhoek**  
**Namibia**

**The Staff Member:**

Name:.....

Address:.....

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IN WITNESS WHEREOF the Parties hereto have signed this Agreement at/in.....this ..... day of .....20.....

.....  
**Staff Member**

Witnesses (1).....

(2).....

Thus done and signed at..... on the.....day of..... 20.....

**PERMANENT SECRETARY**  
**(on behalf of the Ministry)**