



**AGREEMENT**

**ENTERED INTO BY AND BETWEEN**

**THE GOVERNEMENT DEPARTMENT**

**[HEREIN REFERRED TO AS “THE DEPARTMENT”]**

DULY REPRESENTED BY ..... IN HIS/HER CAPACITY AS

.....

duly authorised thereto

and

.....

**(full name and identity number (HEREIN REFERRED AS THE INTERN”)).....(indicate post)**

**PREAMBLE**

**WHEREAS** the Intern requires practical work experience and application of academic learning; and

**WHEREAS** the Department is prepared and able to provide such an opportunity.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

**1. APPOINTMENT**

- 1.1 The Department hereby appoints the Intern to perform the services set out in the job description attached as Appendix A for a fixed contract period commencing on..... and terminating on ....., irrespective of the date of signing of this Agreement.
- 1.2 The Intern's employment and conditions of service shall be governed by the Public Service Act, 1994 (Proclamation 103 of 1994) (herein referred to as "the Act"), the Public Service Regulations, 2001, as amended from time to time (herein referred to as "the Regulations") and any other legal provisions applicable to the Intern.

**2. REMUNERATION**

- 2.1 The Department shall pay the Intern an all-inclusive amount of R.....per month.
- 2.2 If the Intern is required to travel and subsist, in the course of his/her assigned duties, he or she shall be entitled to the normal subsistence and travelling allowance for which employees of the Department are eligible.
- 2.3 The Intern shall not be entitled to any payment for the duration of this Agreement or at its termination other than the payments—
  - (a) Provided for in clause 2.1 or 2.2; or
  - (b) Constituting a basic condition of employment in terms of the Basic Conditions of Employment Act, 1997 (Act 75 of 1997), and which may not be excluded or limited by way of an agreement.

**3. WORKING HOURS AND LEAVE**

- 3.1 The Intern shall work 40 hours per week and 8 hours per day (meal intervals excluded).
- 3.2 The leave provisions applicable to interns shall be as contained in paragraph 27 of the Determination on leave of absence in the Public Service.

**4. OBLIGATIONS OF DEPARTMENT WITH REGARD TO INTERN'S PERFORMANCE**

- 4.1 The Department shall make every effort to ensure that the work assigned to the Intern is, insofar as practically possible, intellectually challenging and shall seek to draw out the intern's educational, technical and vocational skills to the full.
- 4.2 The Department shall ensure that at least one mentor is assigned to supervise the work of the Intern and to assess the performance of the Intern on a regular basis in accordance with the job description at Appendix A, for purposes of development only.
- 4.3 The Department shall, as soon as practicable—
  - (a) Ensure that the Intern receives an appropriate induction, training and development programme; and
  - (b) Furnish the Intern with all relevant and available information and access to relevant equipment necessary for the Intern to perform the duties and receive the experience agreed upon under this Agreement.

- 4.4 If, in the opinion of the Department, it will contribute to the performance of the work in the Department, the Department may grant financial assistance to the Intern to attend training courses not exceeding a period of five days per training course.

## **5. CONDUCT**

- 5.1 The Intern shall comply with all the prescripts referred to in clause 1.2 and all internal financial and other workplace policies of the Department.
- 5.2 The Intern shall—
- (a) Faithfully and diligently devote his or her time to the service of the Department as agreed upon; and
  - (b) Undertake duties in accordance with Appendix A, as any person duly authorised thereto by the Department for this purpose requires of him or her.
- 5.3 Obligations: The Intern may not during the period of this Agreement or anytime thereafter, disclose or use any record, or any part thereof, obtained as a result of his or her employment under this Agreement, except if—
- (a) The necessary written authorisation has been obtained; or
  - (b) Required or permitted by law.
- 5.4 Any failure by the Intern to comply with clause 5.1, 5.2 or 5.3 during the term of this Agreement shall constitute misconduct.
- 5.5 Any alleged misconduct or inefficiency by the Intern shall be dealt with in accordance with the disciplinary and incapacity procedures applicable to the public service.

## **6. TERMINATION OF EMPLOYMENT/INTERNSHIP**

- 6.1 The term of service of the Intern shall terminate at a date referred to in Clause 1.1 or, if he or she resigns or is discharged in terms of section 17 of the Act.
- 6.2 The Intern may resign any time before the end of his or her term of service by giving—
- (a) one week's notice, if the Intern has been employed for six months or less; or
  - (b) two weeks, if the Intern has been employed for more than six months but not more than one year.

## **7. GENERAL TERMS AND CONDITIONS**

### **7.1 GOOD FAITH**

In the implementation of this Agreement, the parties undertake to observe the utmost good faith and they warrant in their dealing with each other that they shall neither do anything nor refrain from doing anything that might prejudice or detract from the rights, assets or interests of each other.

### **7.2 INTERPRETATION**

The interpretation of this Agreement shall be governed by the laws and legal principles applicable in the Republic of South Africa.

### **7.3 JURISDICTION OF THE COURTS**

The parties to this Agreement submit to the jurisdiction of the Courts of the Republic of South Africa in the event of any legal proceedings arising from the provisions of this Agreement.

**7.4 VARIATION**

7.4.1 The Agreement constitutes the whole of the agreement between the parties to this Agreement relating to the subject matter of this Agreement, and save as otherwise provided, no amendment, alteration, addition or variation of any right, term or condition of this Agreement shall be of any force or effect unless reduced to writing and signed by the parties to this Agreement.

7.4.2 The parties agree that there are no other conditions, warranties or representations, whether oral or written and whether expressed or implied or otherwise, save those contained in this Agreement.

**7.5 WAIVER**

No waiver of any of the terms and conditions of this Agreement shall be binding for any purpose unless expressed in writing and signed by the party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege precludes any other or further exercise thereof or the exercise of any other right.

**8. INABILITY TO PERFORM**

It shall be not be a breach of the Agreement if a party to this Agreement is prevented from or hindered in the performance or observance of its obligations by any Act of Parliament or other action of the State or by any cause or event outside the control of that party

**9. NOTICE AND DOMICILLIUM**

9.1 The parties choose as their respective *domicilium citandi et executandi* (domicile of summons and execution) for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this Agreement, the following addresses:

**Department:**

Physical address:

Postal address :

Telephone Number:

Facsimile Number:

**Intern:**

Physical address: .....  
.....  
.....  
.....

Postal address :.....  
.....  
.....  
.....

Telephone Number: .....

Facsimile Number: .....

or at such other address, not being a Post Office box or poste restante, of which the party concerned may notify the other party in writing. Such change of address shall be effective immediately upon receipt of notice of the change by the other party.

- 9.2 All notices to be given in terms of this Agreement shall be given in writing and be delivered or sent by prepaid registered post or by telefax, and if—
- (a) delivered, be presumed to have been received on the date of delivery;
  - (b) sent by prepaid registered post, be presumed to have been received within three business days of posting unless the contrary is proved; or
  - (c) sent by telefax, be presumed to have been received on the first business day following the date of sending of the telefax unless the contrary is proved.

Signed by the Department at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2009

**DEPARTMENT:** \_\_\_\_\_

\_\_\_\_\_  
**1.WITNESS**

\_\_\_\_\_  
**2.WITNESS**

Signed by the Intern at PRETORIA on the \_\_\_\_\_ day of \_\_\_\_\_ 2008

**INTERN:** \_\_\_\_\_

\_\_\_\_\_  
**1. WITNESS**

\_\_\_\_\_  
**2.WITNESS**