



DETERMINATION ON INTERNS IN THE PUBLIC SERVICE

MADE BY THE MINISTER FOR THE PUBLIC SERVICE AND ADMINISTRATION

1. PURPOSE

The purpose of this determination is to regulate the implementation of Internship programme in the public service.

2. DEFINITION

2.1 In this Determination, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Public Service Act, 1994 (Proclamation 103 of 1994), and any Regulations made in terms of the Public Service Regulations, 2001 as amended, bears that meaning; and

2.2 Intern" means an unemployed, inexperienced graduate appointed in the public service under an Internship programme, under the auspices of the Minister of Labour or the Minister for the Public Service and Administration.

3. SCOPE

This Determination applies to all interns in the public service.

4. AUTHORISATION AND COMMENCEMENT DATE

4.1 This Determination is made by the Minister for the Public Service and Administration in terms of section 3(5) (a) of the Public Service Act, 1994.

4.2 This determination takes effect on 01 April 2010.

5. CONDITIONS OF SERVICE

5.1 All interns shall sign a contract with a host Department for a predetermined fixed timeframe not exceeding 12 months. During this period, interns shall, under supervision, participate in

interventions that provide them with knowledge and skills to perform well on the job.
(Annexure A).

5.2 The leave provisions applicable to interns shall be as contained in paragraph 27 of the Determination on leave of absence in the Public Service..

5.3 A contract between an intern and the host department shall be extended by the period taken for leave of absence.

5.4 An intern shall be paid a monthly allowance not less than the amount determined in accordance with the approved Schedule for Interns' Allowances in the Public Service
(Annexure B).

6. PROGRAMME PERFORMANCE TARGETS

6.1 The number of young people involved in internship programmes should be at least 5% of the establishment of Government Departments.

7. GRADUATE DEVELOPMENT

7.1 Departments shall ensure that interns participate in a formally structured learning and skills development programme for the duration of their internship.

7.2 Departments shall identify, and assign mentors/ coaches to each intern to support and monitor the development of interns.

7.3 Department shall through suitable training programmes, enable mentors and / coaches to support the development of interns..

- 7.4 Departments shall ensure that interns enter into a mentorship agreement with the assigned mentor which must include a work plan that shall be used as a tool for measuring the development of an intern.

8. PERFORMANCE AGREEMENT

An Intern shall enter into a performance agreement with the relevant Departmental representative in line with the Department's Performance Management and Development System.

9. PROGRAMME MONITORING AND EVALUATION

- 9.1 Departments shall use the approved Internship Reporting Tool (IRT) attached hereto as **ANNEXURE C** to monitor and report on the implementation of the internship programme.
- 9.2 Every Department shall appoint interns using the specialised Persal functionality.



Remuneration Schedule for Interns

The payment of Interns allowance shall be determined according to three remuneration schedules:
(i) Schedule A, (i) Schedule B and (ii) Schedule C.

SCHEDULE A

Remuneration schedule A shall be determined in consultation with the Department of Labour.

- (a) **Schedule A1** will be determined in accordance with National Qualification Framework Level 1, which is the General Education and Training exit level.
- (b) **Schedule A2** will be determined in accordance with NOF levels 2 and 3
- (c) **Schedule A3** will be determined in accordance with National Qualification Level 4, which is the Further Education and Training exit level

SCHEDULE B

Post matriculation qualification (from NOF 5 to NOF 8) up to masters post graduate diploma (honors degree) shall be categorized under Remuneration Schedule B

- (d) **Schedule B1** will be determined in accordance with National Qualification Framework exit level 5.
- (e) **Schedule B2** will be determined in accordance with National Qualification Framework exit level 6
- (f) **Schedule B3** will be determined in accordance with National Qualification exit level 7
- (g) **Schedule B4** will be determined in accordance with the National Qualification Framework exit level 8

SCHEDULE C

Post graduate qualification (from NOF 8 to 10) up to Doctoral Degrees shall be categorized under Remuneration Schedule C

- (h) **Schedule C1** will be determined in accordance with National Qualification Framework exit level 9.
- (i) **Schedule C2** will be determined in accordance with National

(j) Qualification Framework exit level 10

COLUMN 1	COLUMN 2		COLUMN 3	COLUMN 4	COLUMN 5	
STIPEND SCHEDULES	QUALIFICATIONS		NQF EXIT LEVEL	PERCENTAGE OF THE MINIMUM SALARY LEVEL CONTAINED IN COLUMN (5)	PUBLIC SERVICE SALARY LEVEL	
C2	Doctoral Degree		Level 10	35%	8	
C1	Masters Degree		Level 9	35%	7	
B4	Masters Post graduate Diploma Professional Qualification		Level 8	35%	6	
B3	Bachelor Degree Advanced Certificate		Level 7			
B2	Diploma Advance Certificate		Level 6			
B1	Higher Certificate	Advanced National Certificate (vocational) 5	Level 5	35%	5	
A3	National Senior Certificate (Grade 12)	Adult National Certificate	National Certificate (Vocational) 4	Level 4	35%	4
A2	ALL PART QUALIFICATIONS/ ACCREDITED UNITS OF LEARNING TO ACCUMULATED		National Certificate (Vocational) 3	Level 3	35%	3
			National Certificate (Vocational) 2	Level 2	35%	3
A1	General Education & Training Certificate (Grade 9)	Adult National Senior Certificate	Level 1	35%	3	



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 All the prescripts regarding annual, sick, special, maternity, family responsibility leave and all other kinds of leave (if any) and related leave prescripts for employees appointed in a full-time capacity under the Act shall be applicable to the Intern.

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 dismissed 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 _____ 2009

INTERN: _____

1. WITNESS

2. WITNESS