



**DIRECTIVE ON THE EMPLOYMENT OF PERSONS TO DEVELOPMENTAL PROGRAMMES IN THE
PUBLIC SERVICE:**

**INTERNSHIP, LEARNERSHIP, APPRENTICESHIP, GRADUATES RECRUITMENT SCHEMES AND
RELATED PROGRAMMES**

ISSUED BY THE MINISTER FOR THE PUBLIC SERVICE AND ADMINISTRATION

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1. Purpose of the Directive

- 1.1. The purpose of this Directive is to elucidate regulations 58, 74(2), 75 and 26(2)(e) of the Public Service Regulation, 2016 (the Regulations).

2. Definitions

- 2.1. In this Directive, unless the context otherwise indicates, any word or expression to which a meaning has been assigned in the Public Service Act, 1994¹, Skills Development Act, 1998 as amended and any Regulations made in terms thereof, bears that meaning.
- 2.2. For the purposes of this Directive developmental programmes shall mean internship, learnership, apprenticeship programmes, graduates recruitment schemes and related programme as contemplated in regulation 58 of the Regulations.
- 2.3. This Directive recognizes the following forms of developmental programmes:
 - 2.3.1. **Internship programmes:** shall mean a programme which, together with (an) experiential learning programme, affords a person an opportunity to gain work experience and also assist graduates in attaining accreditation upon completion of the programme. It is a workplace or practical component that is required in addition to a general theoretical knowledge based qualification (offered by an institutional provider) in order to obtain registration as a professional or (be) licensed to practice. This Directive recognizes the following forms of internship programmes:
 - i) **Graduate internship:** shall mean a programme offered to a person who has completed a qualification and is unemployed but requires workplace experience in order to enhance future employment opportunities.
 - ii) **Pre-service training (Student Internship² or Work Integrated Learning - WIL):** shall mean a programme offered to a person who is currently studying

¹ Public Service Act (1994) as amended

² European Youth Forum(2011) Interns Revealed -A survey on internship quality in Europe:
http://www.ilo.org/wcmsp5/groups/public/---europe/---ro-geneva/---ilo-brussels/documents/genericdocument/wcms_175791.pdf

towards a higher education qualification and must undertake a period of work experience in order to fulfil the requirements of the qualification.

iii) **Candidacy Development Support Programmes:** shall mean an internship linked to structured professional development that is a requirement for professional registration with Professional Bodies or Councils.

2.3.2. **Learnership Programme:** shall mean a structured learning programme that combines theoretical learning with practical work experience which leads to a qualification registered on the NQF. The theoretical and knowledge component of the learnership shall be one delivered by an accredited training provider, and the workplace experience gained during employment with the department. A Learnership Agreement must be signed by the learner, department and training provider and is binding for the duration of the learnership.

i) **Learner** shall mean a person who is employed in the public service in terms of a learnership agreement, or unemployed youth who is eligible for a learnership.

2.3.3. **Apprenticeship programme:** shall mean a learning programme in respect of an officially listed trade on the National Qualifications Framework (NQF) and it must include a trade-test in respect of that trade.

i) **Artisan** shall mean a person that has been certified as competent to perform a listed trade in accordance with the Skills Development Act of 1998 as amended.

2.4. **Graduate Recruitment Scheme:** A programme to recruit and train graduates for specific roles or a programme to recruit and train graduates through a broader development programme with assignment to specific roles on completion. A graduate development programme may form part of a graduate recruitment scheme where developmental interventions are implemented early in skills pipeline to improve interest, enrolments and graduates throughputs in identified fields of study.

2.5. **Structured Youth Development Programme (Side Internship³):** shall mean a developmental programme approved by the Executive Authority intended for young persons who have completed school-leaving certificate level (Grade 9 - Grade 12), seeking to be exposed to a workplace and be equipped with the skills, attitudes, competencies and values needed to successfully carve a career in the public service or elsewhere in the economy.

2.6. **Qualification** shall mean a formal recognition of learning registered on the National Qualifications Framework (NQF) in terms of the NQF Act of 2008⁴.

3. Scope

3.1 Subject to section 2(2A) of the Public Service Act, this Directive applies to all national and provincial departments and government components.

4. Authorisation

4.1. This Directive is issued by the Minister for the Public Service and Administration in terms of section 41(3) of the Public Service Act, 1994⁵ to elucidate:

4.1.1. Public Service Regulations (2016)⁶: -

- i) Regulation 58 - Developmental programmes "*An executive authority may appoint persons who are part of a developmental programme, including but not limited to, internship, learnership and apprenticeship programmes on such terms and conditions that shall be determined by the Minister.*
- ii) Regulation 74(2) *A head of department shall ensure that sufficient budgeted funds available for the training and development of employees and shall provide training and development opportunities for employees in his or her department.*
- iii) Regulation 75 the Minister may issue directives regarding-

³ European Youth Forum(2011) Interns Revealed -A survey on internship quality in Europe: http://www.ilo.org/wcmsp5/groups/public/---europe/---ro-geneva/---ilo-brussels/documents/genericdocument/wcms_175791.pdf

⁴ National Qualifications Framework Act of 2008 as amended

⁵ Public Service Act (1994) as amended

⁶ Public Service Regulations (2016)

- (a) the training of employees or categories of employees in the public service,
 - (b) the utilisation of training budgets; and
- iv) Regulation 26(2)(e) When preparing a human resource plan for his or her department, an executive authority shall, inter alia:*
- (e) consider the available budgeted funds, including funds for the remaining period of the relevant medium-term expenditure framework, for the recruitment, retention, utilisation and development of human resources according to the department's requirements; and*
 - (f) take into account any other requirements as may be directed by the Minister.*

5. Commencement Date

5.1 This Directive takes effect on 1 April 2018.

6. Recruitment of Candidates into Developmental Programmes

6.1 The developmental programmes shall not be utilised to replace existing personnel, nor shall they be used to fill vacant posts on the establishment of the department while on the developmental programme capacity.

6.2 In line with the principles of open competition for the opportunities as contemplated in regulation 65 of the Regulations, an executive authority shall ensure that all opportunities for developmental programmes within his/her department openly and the selection shall be in line with the principles pertaining to the selection process contained in regulation 67 of the Regulations.

6.3 The Head of Department may accept applications for developmental programmes without following the process contemplated in regulation 65 of the Regulations but subject to regulation 57(2) and (3) of the Regulations, under the following conditions:

6.3.1 the duration of the programme does not exceed six (6) consecutive months;

- 6.3.2 the applicant submits verifiable and valid proof that he/she requires the work-integrated learning opportunity as part of a recognised learning programme and/or for a professional body assessment purposes;
 - 6.3.3 the terms and conditions as agreed between the participant and the department shall be recorded in writing; and
 - 6.3.4 the personnel suitability check in terms of regulation 57(1)(c) of the Regulations must be conducted prior to the appointment of all candidates into the development programmes.
- 6.4 The department may only compensate a person contemplated in paragraph 6.3 for actual reasonable expenses incurred in performing the departmental work associated with the developmental programmes opportunity in accordance with departmental policies.
- 6.5 Persons appointed in terms of paragraph 6.2 shall be remunerated according to paragraph 17 of the Directive.

7. Contract of Employment

- 7.1 A person appointed into any of the developmental programmes shall enter into a contract of employment between him/herself and the department as per the nature of the programme and the contract as set out in **Annexure A**.
- 7.2 An employment contract entered into between a person on a developmental programme and the host department shall be extended by the period taken for leave of absence.
- 7.3 The period by which a contract of employment is extended, as specifically provided for in this Directive, shall be remunerated in terms of the same terms and conditions.
- 7.4 No further extension and remuneration shall be applicable arising from any leave of absence taken during the period of initial extension of the contract.
- 7.5 The duration of the developmental programmes, therefore, the duration of the employment contract, shall be as follows:
 - 7.5.1 **Graduate internship programme:**
 - a) for the purpose of **acquiring experience only** shall be for a pre-determined fixed timeframe not exceeding twenty-four (24) consecutive months;

b) for **Candidacy Development Support Programmes** for the purpose of meeting **statutory requirements for professional registration**: the period shall be until the person acquires the recognised first level of professional designation, that such period shall not exceeding forty-eight (48) consecutive months, or such other period prescribed by the relevant professional council, for that particular programme for which the person is appointed. The following further conditions shall be applicable:

- i) a candidate who does not meet the registration requirements within the initial contracted 48 months period shall be afforded not more than one (1) additional year to undertake or meet the said council requirements while in the employ of the department.
- ii) in the case where the additional once-off opportunity to re-write or meet the council examination/requirements falls outside the regulated period, the head of department shall extend the contract, on the same conditions of service as existed before, by not more than one (1) year.

c) for **graduate recruitment schemes**, the period shall not exceed forty-eight (48) months.

7.5.2 **Pre-service training (Student Internship or Work Integrated Learning - WIL)**: shall be for a period as determined by the relevant registered institution of learning, and shall be formally communicated to the intended hosting department/s and which period shall not exceed 24 months.

7.5.3 **A Learnership programme** shall be for a period specified in the learnership registration documents as per the Skills Development Act 2008⁷ as amended, which period shall not exceed 24 months.

7.5.4 **An Apprenticeship programme** shall be for a period specified in the apprenticeship registration documents as per the Skills Development Act 2008⁸ as amended, which period shall not exceed 24 months, unless apprenticeship programme is structured over a longer period.

⁷ Skills Development Act 2008

⁸ Skills Development Act of 2008 as amended

7.5.5 **Structured Youth Development Programme (Side Internship):** The period shall not exceed 24 months.

7.6 The terms of the contract of employment entered into, in respect of these developmental programmes, may only be extended to the extent provided in this Directive and by the number of days of leave of absence taken for purposes of maternity, adoption and surrogacy, incapacity and occupational injuries and diseases or any other form of special leave as recognised by the Determination and Directive on Leave of Absence in the Public Service.

7.7 In the case where the department delays in providing reasonable accommodation and assistive devices as well as training on the use of such devices for persons living with disabilities, the department shall extend the contract of employment of the affected candidates with the same period of the delay.

8. Transitional Arrangements

8.1 Where a person had been employed in terms of the existing Determination and Directive issued in 2010, such terms shall be retained until the expiry of the employment contract.

9. Leave of Absence

9.1 The leave provisions applicable to temporary employees as contained in the Determination and Directive on Leave of Absence in the Public Service shall apply *mutatis mutandis* to persons covered by this Directive.

10. Implementation Targets

10.1 Developmental programmes are part of the public service human resource management planning and development as well as part of the developmental agenda of the country as whole. Therefore the implementation targets of these programmes must respond to the departments' identified scarce skills needs processes (human resource management planning and development), as well as national development targets which are determined from time to time through such processes as Medium Term Strategic Framework (MTSF) by the Cabinet at national level.

- 10.2 A head of department shall have a discretion on which developmental programmes to implement within his/her department based on the departmental Human Resource Plan.
- 10.3 The implementation of the developmental programmes covered by this Directive should be seen as an integral part of the department's overall human resource management strategy, integrating Human Resource Development and Human Resource Planning processes of the department. It must be linked to building capacity for technical and specialist professions, addressing scarce and critical skills essential to the department's mandate, sectorial and/or occupational priorities.
- 10.4 A designated mentor shall be appointed for each person or a group of persons involved in a developmental programme. The mentor can be a line manager or any other suitable person who can render appropriate development and support in line with the career development of the protégé and department's strategic objectives of implementing the programme.

11. Budgeting for the Developmental Programmes Implementation

- 11.1. A head of department shall ensure that sufficient budgeted funds are made available to implement the developmental programmes and the associated costs from the department's baseline budgets.
- 11.2. In preparing a budget for implementing the developmental programmes, the department shall take into account the following:
- a. Monthly stipend or allowances;
 - b. Targeted training offered by National School of Government including Induction Programme (Breaking Barriers to Entry - BB2E) and other recognised training institutions;
 - c. Costs for Personal and/or Further Development Programmes;
 - d. Costs for reasonable accommodation as regulated by each department's policy;
 - e. Costs for pre-employment verification as prescribed in terms of regulations 57(3) and 57(1)(c) of the Regulations;

- f. Costs arising from the extension of contracts as a result of leave taken as contemplated in paragraph 7.6 read with paragraphs 7.3 and 7.4 of this Directive.

12. Performance Agreement Contracts

- 12.1. All persons appointed into any of the developmental programmes as defined in this Directive must enter into a specified agreement detailing the expected level of performance in line with the objectives of the identified developmental programme.
- 12.2. Persons on experiential learning shall require a logbook or similar methods of control or time sheets approved by the institution of learning at which the person is registered.
- 12.3. Persons on a development programme linked to statutory requirements for professional registration purpose, shall present the requirements from the relevant professional body.

13. Programme Monitoring, Evaluation and Reporting

- 13.1 Departments shall appoint all persons on developmental programmes utilising PERSAL, except for persons paid for by third parties such as the SETAs.
- 13.2 Departments shall use a reporting template available from the DPSA website to report to the DPSA on or before 31 March of each year, accessible at the link below:
http://www.dpsa.gov.za/dpsa2g/hrd_documents.asp
- 13.3 The DPSA shall monitor implementation and compliance of the programme on annual basis; and
- 13.4 The DPSA shall evaluate the efficiency, effectiveness and the impact of the programme after every five years of implementation, with recommendations and improvement plans submitted to departments.

14. Pre - Employment Verification of Candidates' Information prior to Appointment into Developmental Programmes

- 14.1 The verifications prescribed in terms of regulation 57(1)(c) of the Regulations must be conducted prior to the appointment of all candidates into the development programmes.
- 14.2 Depending on the occupation and the office environment in which the person on the developmental programme is placed, the Head of Department shall determine the requirement and the level of security vetting as required by the South African Security Agency.

15. Exit Management Plan.

- 15.1 For the purposes of enhancing the work of the department and to respond to the demand for scarce and critical skills, the Executive Authority may appoint a suitable candidate into an entry level vacant permanent position or appointed additional to the establishment in accordance with the department's approved organisational structure informed by a Human Resource Plan as contemplated in regulation 26 of the Regulations.
- 15.2 The process contemplated in paragraph 15.1 above shall be subject to the provision that a vacant entry level post may be advertised internally within the department⁹ for fair, open and equitable competition among persons appointed on developmental programmes and employees on the same level seeking career development or lower levels than the post advertised in the department.

16. Working Hours

- 16.1. All persons involved in developmental programmes shall work forty (40) hours per week and eight (8) hours per day (meal intervals excluded), unless the contract makes provision for 3/8, 5/8 or 6/8 as per the applicable salary scales (COLA Tables) as well as those applicable to OSD.

17. Remuneration for persons appointed into Developmental Programmes

- 17.1 The payments of allowances (stipends), based on a 40 hour work week, shall be determined in accordance with the following schedule as shown on TABLE A in Section 18 of this Directive, unless otherwise approved in terms of paragraph 17.2 below:

- (i) Schedule A1 – A3: Student interns, Learners and Apprentices
- (ii) Schedule B1 – C3: Graduate interns

⁹ Regulation 65 (9)(d) Public Service Regulations (2016)

A. SCHEDULE A:

- (i) **Schedule A1:** provides the minimum remuneration scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Level 1, which is the General Education and Training exit level (School Grade 9).
- (ii) **Schedule A2:** provides the minimum remuneration scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Levels 2 and 3 (School Grades 10 and 11 respectively).
- (iii) **Schedule A3:** provides the minimum remuneration scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Level 4, which includes the National Senior Certificate (Matric or Grade 12), Adult National Certificate, National Occupational Access Certificates, National Certificate – Vocational obtainable from a TVET Institution.
- (iv) **Schedule B1 & B2:** provides the remuneration scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Level 5 and 6, which includes Higher Certificates, Advanced National Certificates (Vocational), Diploma and National Diploma, National Skills Certificates and National Occupational Certificates equivalent to the aforementioned levels.

B. SCHEDULE B:

Post matriculation qualifications (from NQF 5 to NQF 8) up to Masters Post Graduate Diploma (Honors Degree) shall be categorized under Compensation Schedule B as shown on **TABLE A** in paragraph 18 of this Directive:

- (i) **Schedule B1** provides the compensation scale for persons in possession of, or studying towards a qualifications in qualifications at National Qualification Framework Level 5.
- (ii) **Schedule B2** provides the compensation scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Level 6.

- (iii) **Schedule B3** provides the compensation scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Level 7.
- (iv) **Schedule B4** provides the compensation scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Level 8.

C. SCHEDULE C: GRADUATES DEVELOPMENT

Post graduate qualifications (from NQF 9 to 10) up to Doctoral Degrees shall be categorized under Compensation Schedule C:

- (i) **Schedule C1** provides the compensation scale for persons in possession of, or studying towards a qualifications at National Qualification Framework Level 9.
- (ii) **Schedule C2** provides the compensation scale for persons in possession of, or studying towards a qualifications in qualifications at National Qualification Framework Level 10.

17.1. A person who has been appointed on a developmental programme linked to an Occupation Specific Dispensation (OSD) shall be compensated as per the salary scale provided in the relevant OSD.

17.2. An Executive Authority may approve a higher amount than the minimum remuneration scales as determined above where:

- i) there is an express mutual agreement between all parties, and an assessment has been made that the amount paid will not leave the learner worse off to the extent that it would adversely impact on the quality outcome of learning intervention; and
- ii) the occupation the candidate is involved in, is not part of any OSD collective agreement.

17.3. Persons on developmental programmes are eligible for receiving subsistence and travel allowance as determined by the Department of Public Service and Administration from time to time.

18. TABLE A: Remuneration Schedule for the Developmental Programmes including Internship, Learnership, Apprenticeship Programmes, Graduates Recruitment, and Related Programmes. ANNEXURE A

COLUMN 1	COLUMN 2		COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	
STIPEND SCHEDULES	QUALIFICATIONS		NQF EXIT LEVEL	PERCENTAGE OF THE MINIMUM SALARY LEVEL CONTAINED IN COLUMN (5)	PUBLIC SERVICE SALARY LEVEL: Full Time Minimum Notch of the indicated Salary Level unless specified in the applicable OSD Directive	MAXIMUM STIPENDS AMOUNTS: Not exceeding 50% of the full time minimum notch of the indicated salary level unless specified in the applicable OSD Directive	
C2	Doctoral Degree and above		Level 10	35%	8	8	
C1	Master's Degree		Level 9	35%	7	7	
B4	Masters Post graduate Diploma Professional Qualification		Level 8	35%	6	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	5	
A3	National Senior Certificate (Grade 12)	Adult National Certificate	National Certificate (Vocational) 4	Level 4	35%	4	4
A2	ALL PART QUALIFICATIONS/ ACCREDITED UNITS OF LEARNING TO ACCUMULATED		National Certificate (Vocational) 3	Level 3	35%	3	3
			National Certificate (Vocational) 2	Level 2			
A1	General Education & Training Certificate (Grade 9)	Adult National Senior Certificate	Level 1				

19. Approval by the Minister

Approved:



Ms Ayanda Dlodlo, MP
Minister for the Public Service and Administration

DATE: 2018 105 / 09

Annexure A



Contract of employment /Agreement

ENTERED INTO BY AND BETWEEN

THE DEPARTMENT

**[HEREIN REFERRED TO AS “THE DEPARTMENT”] DULY REPRESENTED BY
..... IN HIS OR HER CAPACITY AS
..... duly authorized thereto and**

.....
(full name and identity number (HEREIN REFERRED AS THE(specify the title as per the relevant developmental programme)..... (indicate post)

PREAMBLE

WHEREAS the (specify the title as per the relevant developmental programme) 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(specify the title as per the relevant developmental programme) to perform the functions 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(specify the title as per the relevant developmental programme) 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, 2016, as amended from time to time (herein referred to as "the Regulations") and any other legal provisions applicable to the(specify the title as per the relevant developmental programme).

2. REMUNERATION

- 2.1 The Department shall pay an (Specify the title as per the relevant developmental programme) an all-inclusive amount of R..... per month. (A pro-rata amount shall be paid in the event where the(specify the title as per the relevant developmental programme) leaves the department during the contract).
- 2.2 If the.....(specify the title as per the relevant developmental programme)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 (specify the title as per the relevant developmental programme) 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 (specify the title as per the relevant developmental programme)shall work 40 hours per week and 8 hours per day (meal intervals excluded), unless specified by the collective agreement in terms of the relevant occupational specific dispensation (OSD).
- 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(specify the title as per the relevant developmental programme).

4. OBLIGATIONS OF DEPARTMENT WITH REGARD TO PERFORMANCE OF PERSONS ON DEVELOPMENTAL PROGRAMMES

- 4.1 The Department shall make every effort to ensure that the work assigned to the(specify the title as per the relevant developmental programme) is, insofar as practically possible, shall seek to draw out the(specify the title as per the relevant developmental programme) 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(specify the title as per the relevant developmental programme)and to assess the performance of the(specify the title as per the relevant developmental programme) on a regular basis in accordance with the functions at Appendix A.
- 4.3 The Department shall, as soon as practicable—
- (a) Ensure that the(specify the title as per the relevant developmental programme) receives an appropriate induction, training and development programme; and
 - (b) Furnish the.....(specify the title as per the relevant developmental programme) with all relevant and available information and access to relevant equipment necessary for the(specify the title as per the relevant developmental programme) 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(specify the title as per the relevant developmental programme) to attend training courses not exceeding a period of five days per training course.

5. CONDUCT

- 5.1 The(specify the title as per the relevant developmental programme) 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(specify the title as per the relevant developmental programme) 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(specify the title as per the relevant developmental programme)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 (specify the title as per the relevant developmental programme) 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(specify the title as per the relevant developmental programme)shall be dealt with in accordance with the disciplinary and incapacity procedures applicable to the public service.

6. TERMINATION OF EMPLOYMENT

6.1 The term of service of the(specify the title as per the relevant developmental programme) 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(specify the title as per the relevant developmental programme) may resign any time before the end of his or her term of service by giving—

(a) one week's notice, if the(specify the title as per the relevant developmental programme) has been employed for six months or less;

(b) two weeks, if the.....(specify the title as per the relevant developmental programme)has been employed for more than six months but not more than one year; or

(c) four weeks, if the.....(specify the title as per the relevant developmental programme) has been employed for one year or more

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.

7.6 INABILITY TO PERFORM

It shall 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.

7.7. NOTICE AND DOMICILLIUM

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:

.....(specify the title as per the relevant developmental programme):

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.

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 _____
(month and year)

DEPARTMENT

1. WITNESS

2. WITNESS

Signed by the(specify the title as per the relevant developmental programme)

at PRETORIA on the _____ day of _____ (month and year)

Signature

.....(specify the title as per the relevant developmental programme)

1. WITNESS

2. WITNESS