



## **FIXED TERM AGREEMENT OF INTERNSHIP . STUDENTS,**

Entered into by and between the parties:

**(Name of Municipality)**

(Hereinafter referred to as **“the Municipality”**)

and

**(Name of Student, Intern,)**

(Hereinafter referred to as **“The Student, Intern ,** )

**WHEREAS** the Municipality has embarked upon a project whereby it will offer an Internship for Students, interns, and volunteers in order to assist with expediting its service delivery and also to enable the Student to obtain the necessary practical and on the job training for his/her financial , HR, and Office Management qualifications.

**AND WHEREAS** the Student, intern has agreed to serve the Municipality as an Intern, student for a period of eighteen (12 to 24) months on the terms and subject to the conditions as set out hereunder.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**COMMENCEMENT AND DURATION**

- 1.1 This agreement will commence on \_\_\_\_\_ **20** and continue until \_\_\_\_\_ **20** whereupon it will automatically terminate. The expiry of this agreement will not constitute a dismissal and the Student further agrees that nothing in this agreement will be construed as creating any legitimate expectation of further employment.
- 1.2 This agreement will also expire in the event of the LGSETA terminating the payment of their subsidy of the students to the municipality.

**2. PREMATURE TERMINATION**

- 2.1 Notwithstanding the provisions of Clause 1 above, the Municipality will be entitled to terminate this agreement prior to the expiry date mentioned in Clause 1 above for any reason recognisable in law and/or equity including but not limited to instances where the Student misconducts him or herself, does not perform in accordance with the standards set by the Municipality alternatively for reasons based on its operational requirements.
- 2.2 In the case of a premature termination as contemplated in this clause the Municipality will not be liable to compensate the Student ,intern in lieu of the unexpired portion of this agreement. The following notice period will be applicable provided same is given in writing.
  - 2.2.1 One week in the event of the Student being employed for six (6) months or less;

2.2.2 Two weeks in the event of the Student being employed for in excess of six (6) months but not in excess of one (1) year.

2.3 Notwithstanding the provisions of this clause, the Municipality may terminate the Student's services summarily without notice for any cause recognised in law.

### **3. REMUNERATION**

3.1 The Municipality will pay to the Student a gross monthly remuneration of ??? which will be payable by no later than the last day of the month.

3.2 Payment of the Student's remuneration will be paid by way of direct deposit into the Student's bank account the details of which are:

**Account Holder:** \_\_\_\_\_

**Bank:** \_\_\_\_\_

**Bank Account Number:** \_\_\_\_\_

**Branch Code:** \_\_\_\_\_

### **4. TRANSPORT**

4.1 It will be the Student's, intern responsibility to arrange transport to and from the workplace and also to bear any costs in this regard.

4.2 Should it be necessary for the Student, intern to travel during the course and scope of his or her duties under this agreement such transport will be provided by the Municipality at its cost.

### **5. ANNUAL LEAVE**

5.1 The Student will be entitled to 1 (one) day of annual leave on full remuneration for every seventeen (17) days on which he or she works or is entitled to be paid.

5.2 Leave must be taken at times convenient to the Municipality.

5.3 Any leave due to the employee (the balance), but not taken after 11 (eleven) months have elapsed of this agreement, must be taken during the 12<sup>th</sup> (twelve) month of this contract.

5.4 Any application for leave must be made on the standard leave application of the Municipality and within the time periods as set by the Municipality prior to the leave being taken.

## 6. **SICK LEAVE**

6.1 During the first six (6) months of employment the Student will be entitled to 1 (one) day's paid sick leave for every 26 (twenty six) days worked.

6.2 After the expiry of six (6) months of employment (in the case of contracts with a duration in excess of 6 (six) months) the Student will be entitled to a pro rata amount of paid sick leave equal to the number of days he or she would normally work during the period of 6 (six) weeks per sick leave cycle of three (3) years.

6.3 In the event of the Student being absent from work for two or more days due to illness or incapacity or on more than two occasions during an 8 (eight) week period he or she will be obliged to furnish a medical certificate stating that he or she was unable to work for the duration of his or her absence on account of sickness or incapacity.

6.4 Failure to submit a medical certificate as referred to in this clause will result in such absence being treated as unpaid leave.

6.5 Any extended period of absence from work (in excess of 2 (two) days for any reason, including medical reasons), without due notice to the municipality or the student's duly nominated supervisor, may be regarded as absence without leave, in which case the determinations of the Basic Conditions of Employment Act 75 of 1997 shall apply.

## 7. **FAMILY RESPONSIBILITY LEAVE**

7.1 After the first four months of employment under this agreement the Student will be entitled to paid family responsibility leave of three (3) days which the Student is entitled to take: -

7.1.1 When the Student's child is born;

7.1.2 When the Student's child is sick;

7.1.3 In the event of the death of: -

(a) The Student's spouse or life partner;

(b) The Student's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling., in laws

## 8. **MATERNITY LEAVE**

8.1 A female Student will be entitled to unpaid maternity leave as contemplated in Section 25 of the Basic Conditions of Employment Act 75 of 1997.

8.2 It is specifically agreed that the term of this agreement will not be extended by any period of maternity leave taken and despite the fact that the Student did not perform any services during her maternity leave this agreement will terminate on the expiry date as contemplated in clause 1 above.

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## **9. SUPERVISION**

9.1 During the currency of this agreement the Student, intern will work under the direction of qualified and/or suitably experienced staff employed or designated by the Municipality.

10.2 The Student, intern will also be supervised during the currency of this agreement and will be required to submit a monthly progress report to:

\_\_\_\_\_

## **11. WORKING HOURS**

11.1 The Student's normal hours of work will be as follows \_\_\_\_\_

## **12. CONFIDENTIALITY**

12.1 During the currency of this agreement and after its termination, the Student ,intern agrees and undertakes that he or she will not use to the detriment or prejudice of the Municipality, except in the course of his or her duties, divulge to any person, any trade secret or other confidential information concerning the business or affairs of the Municipality, and/or any associated institutional entity which may have come to his or her knowledge during the course of his or her employment under this agreement.

## **13. REPORTING**

13.1 The Student will be required to submit monthly reports in the format as required by the for qualification as experiential training to the organisation where he/ she is studying The Student will be obliged to liaise with and communicate any difficulties encountered with regard to any aspect of his or her employment under this agreement to his or her direct supervisor in order to ensure that effective assistance is rendered as and when required.

**14. CODE OF ETHICS AND OTHER PROCEDURES**

14.1 Whilst in the employ of the Municipality under this agreement the Student will comply with the provisions of the disciplinary code and procedure, grievance procedure and health and safety procedures in force at the Municipality from time to time.

14.2 In addition to the above-mentioned the Student also specifically undertakes to abide by the provisions of the code of ethics which is more fully set out in Addendum A to this agreement.

**15. DOMICILIUM**

15.1 The parties choose the respective addresses set forth hereunder as their respective domicilium citandi et executandi (“domicilium”) for all purposes arising from this agreement and as their respective addresses for the service of any notice required to be served upon them hereunder:

15.1.1 **THE MUNICIPALITY** .....

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15.1.2 **THE STUDENT, INTERN** .....

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15.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax.

15.3 Either party may by notice to the other party change the physical address as its domicilium citandi et executandi to another physical address in South Africa or telefax number provided that the change shall be effective on the 7<sup>th</sup> day from the deemed receipt of the notice by the other party.

15.4 Any notice to a party sent by prepaid registered post (by Airmail if appropriate) in a correctly addressed envelope to it at its domicilium citandi et executandi shall be

deemed to have been received on the 7<sup>th</sup> business day after posting (unless the contrary is proved).

15.5 Delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery or sent by telefax to its chosen telefax stipulated as its domicilium citandi et executandi shall be deemed to have been received on the date of dispatch (unless the contrary is proved).

15.6 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be adequate written communication to it notwithstanding that it was not sent or delivered at its chosen domicilium citandi et executandi.

**16. GENERAL CLAUSE**

16.1 This document contains the entire agreement between the parties.

16.2 No party shall have any claim or right of action arising from any undertaking, representation or warranty not included in this document. No agreement to vary, add or to cancel this agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties to this agreement.

**THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 20.**

**WITNESSES:**

1. ....

2. ....

\_\_\_\_\_  
**FOR AND BEHALF OF MUNICIPALITY**

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 2006.

**WITNESSES:**

1. ....

2. ....

\_\_\_\_\_  
**FOR AND BEHALF OF STUDENT**



## ADDENDUM A

### CODE OF ETHICS

The following behavioural attributes will be expected from all participants of the programme:

- punctuality
- honesty
- integrity
- trustworthiness
- respect towards other participants & supervisors
- responsibility in terms of care of equipment and vehicles
- responsibility in terms of diligences and accuracy of work
- humility and teachable attitude
- team co-operation
- ability to deal with conflict in a mature manner
- patience & perseverance when faced with challenges/problems/adversity
- submission to authority
- driving of vehicles in a responsible and careful manner
- obeying supervisors instructions at all times
- observing normal office decorum at all times
- complying with IT rules and regulations

I, ..... agree to abide by the abovementioned code of ethics while participating in the Experiential Learning Program.

I accept that my contract may be terminated at any time should I not abide by this code of ethics, **particularly** if;

- I drive a vehicle without authority to do so, recklessly, irresponsibly or in a dangerous manner.
- I damage/lose equipment/vehicles through negligence or remove any equipment/vehicles from the campus without authority
- I entertain any visitor in the designated workplace area without authority.

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**Signed Student**

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**Date**