



AGREEMENT OF INTERNSHIP

Entered into by and between:

1.	Company:	
	Registration Number:	
	Physical Address:	
	E-mail address:	
2.	Intern	
	Full name:	
	I.D No/Passport No:	
	Physical address:	
	E-mail Address:	
3.	Commencement Date:	
4.	Termination Date:	
5.	Term:	
6.	Notice period in respect of early termination:	
7.	Services:	
8.	Remuneration:	

9.	Date of payment of Remuneration:		
10.	Intern's Banking details:		
11.	Services will be rendered (please mark applicable):	Remotely:	Office attendance:
12.	Transportation Contribution:	Yes: Please include clause 7.1	No: Disregard clause 7.1
	If applicable insert the amount of the transportation contribution:		
13.	Hours of work:		

1. INTERPRETATION

In this Agreement:

1.1. clause headings are for the convenience and are not to be used in its interpretation;

1.2. unless the context indicates a contrary intention, an expression which denotes:

1.2.1. any gender includes the other gender;

1.2.2. a natural person includes a juristic person and *vice versa*;

1.2.3. the singular includes the plural and *vice versa*;

1.3. the following expressions bear the meanings assigned to them below and cognate expression bear corresponding meanings;

1.3.1. "**Agreement**" means this agreement;

1.3.2. "**Business**" means the business of the Company from time to time;

1.3.3. "**Company**" means the person or entity as recorded in item 1 of the above Table;

1.3.4. "**Confidential Information**" means Confidential Information in general which relates to the Business, including, but not limited to, service

[REDACTED]

strategies, salary and wage policies, security methods, knowledge of customers and business associates, control arrangements and financing techniques, personnel, strategic plans, any software and or database information and other matters which relate to the Business of the Company in respect of which information is not readily available;

1.3.5. "**Commencement Date**" means the date as reflected in item 3 of the above Table;

1.3.6. "**Intern**" means the person as recorded in item 2 of the above Table;

1.3.7. "**Internship**" shall relate to the [REDACTED]
[REDACTED]
[REDACTED]

1.3.8. "**Party**" shall mean either the Company or the Intern as the context implies and "**Parties**" shall mean both the Company and the Intern;

1.3.9. "**Remuneration**" means the remuneration [REDACTED]
[REDACTED]
[REDACTED]

1.3.10. "**Services**" means the [REDACTED]
[REDACTED]
those Services more fully described in item 7 of the above Table;

1.3.11. "**Term**" means the duration of this Agreement set out in item 5 of the above Table; and

1.3.12. "**Termination Date**" means the [REDACTED]
[REDACTED].

1.4. If any provision is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect will be given to it as if it were a substantive provision in the body of the Agreement;

1.5. [REDACTED]

[REDACTED]

[REDACTED]

1.8. when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or Public Holiday, in which case, the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday;

1.9. a reference to a document includes an amendment or supplement to, or replacement or novation of that document;

1.10. the captions appearing in this Agreement are for reference purposes only and shall not affect the interpretation hereof;

[REDACTED]

[REDACTED]

(or such other clause) effect shall be given to it as if it were a substantive provision in the body of the Agreement; and

1.13. where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail.

2. INTRODUCTION

█ [REDACTED]

2.2. The Parties desire to record the terms of the Agreement in writing, and agree to the terms set out in this Agreement.

3. NATURE OF APPOINTMENT

3.1. It is specifically agreed that:

[REDACTED]

[REDACTED]

3.1.3. the Internship is educational in nature and there is no guarantee of employment with the Company; and

3.1.4. there is no expectation by the Intern that the Internship may result in an offer of employment.

3.2. The Intern shall not be entitled to any employee fringe benefits of any nature.

█ [REDACTED]

█ [REDACTED]

3.5. The Intern acknowledges and agrees that the continual or intermittent nature of this Agreement does not give rise to the doctrine of legitimate expectation and even where the Company makes regular use of the Intern's work, subject to the termination provisions as contained herein, the Company is not obliged to continue to make use of the Intern's work.

3.6. It is specifically recorded that the intention of the Parties is not to create a master and servant relationship or an indefinite term of employment as between the Parties, but rather an Agreement that constitutes the letting and hiring of work (*locatio conductio operas*) as between the Parties. Furthermore, this is so notwithstanding the fact that for convenience loose reference may be made from time to time to the Intern's Services.

4. **COMMENCEMENT AND DURATION**

█ [REDACTED]

4.2. Neither the expiry nor the early termination of this Agreement shall constitute a dismissal.

5. PREMATURE TERMINATION

[REDACTED]

5.2. In the case of a premature termination as contemplated in both this clause and clause 4 above, the Company will not be liable to compensate the Intern in lieu of the unexpired portion of this Agreement.

6. REMUNERATION

6.1. The Company will pay to the Intern the Remuneration as recorded in item 8 of the Table on the date stipulated in item 9 of the above Table.

[REDACTED]

[REDACTED]

[REDACTED]

8. SICK LEAVE

8.1. The Intern 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 in every 36 month cycle.

[REDACTED]

9. FAMILY RESPONSIBILITY LEAVE

9.1. After the first four months of Internship, should the Internship period be for such a period of time, the Intern will be entitled to paid family responsibility leave of three (3) days which the Intern is entitled to take:

[REDACTED]

10. MATERNITY LEAVE

10.1. A female Intern will be entitled to unpaid maternity leave on the same basis as that set out in Section 25 of the Basic Conditions of Employment Act 75 of 1997.

[REDACTED]

11. SUPERVISION

[REDACTED]

11.2. The Intern will also be supervised during the currency of this Agreement and may be required by the Company to submit a monthly progress report to his or her supervisor.

12. WORKING HOURS

12.1. The Intern's normal hours of work will be as set out in item 13 of the above Table.

13. CONFIDENTIALITY

[REDACTED]

14. INTELLECTUAL PROPERTY

duly appointed attorney to do such things and to sign such documents for the purpose of confirming and vesting the rights referred to in this clause.

[REDACTED]

15. DOMICILIUM

15.1. The Parties choose the respective addresses set forth in items 1 and 2 of the above Table 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.

15.2. A Party may change its *domicilium* to any other physical address or telephone or email address by written notice to the other Party to that effect. Such change of address will be effective seven days after receipt of notice of change of *domicilium*.

15.3. All notices to be given in terms of this Agreement will:

15.3.1. be given in writing;

15.3.2. be delivered by email, facsimile or sent by courier;

15.3.3. if delivered, be presumed to have been received on the date of delivery.

[REDACTED]

[REDACTED]

[REDACTED]

16. LIABILITY

16.1. The Intern hereby agrees and undertakes to indemnify and hold the Company harmless in respect of any injury sustained and/or health conditions that may arise during or as a result of the Intern's Internship with the Company.

16.2. Further, the Intern assumes all of the risks surrounding his or her participation in the Internship.

[REDACTED]

17. BREACH

17.1. Subject to clause 18 below, should either Party breach any of its obligations in terms hereof and persist in such breach for a period of seven (7) days after written notice will have been given to it by the other Party, the aggrieved Party shall be entitled without prejudice to any rights which it may have in terms hereof or at law, to:

17.1.1. an order for specific performance and damages; or

[REDACTED]

[REDACTED]

17.1.2. cancel this Agreement and claim damages.

[REDACTED]

18. DISPUTE RESOLUTION AND ARBITRATION

18.1. Save as otherwise contained herein, should any dispute arise between the Parties in connection with this agreement, the Parties shall attempt on the basis of good faith to settle such dispute by way of negotiation.

18.2. If either Party provides written notification to the other that such attempt has failed then each Party shall attempt to agree upon the appointment of a suitably qualified mediator, within 10 (ten) days of such dispute being referred.

[REDACTED]

18.4. The arbitration shall be:

18.4.1. held within the jurisdiction where the Company is domiciled;

18.4.2. conducted in the English language;

18.4.3. held before a single arbitrator;

18.4.4. subject to the provisions of this clause 18, conducted in accordance with the Arbitration Foundation of Southern Africa (AFSA) Rules; and

18.4.5. held as soon as is reasonably practicable in the circumstances and with a view to it being completed within 30 (thirty) business days of the date of the Arbitration Notice.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

18.6. If the Parties cannot agree upon a particular arbitrator under the provisions of clause 18.5 above within 7 (seven) business days after the arbitration has been demanded, the nomination shall be made by the president for the time being of the South African Institute of Chartered Accountants within 7 (seven) days after the parties have so failed to agree.

[REDACTED]

[REDACTED]

[REDACTED]

18.8. Subject to each Party's rights of appeal in accordance with the AFSA Rules, the parties irrevocably agree that the decision of the arbitrator shall be final and binding on them, shall be carried into effect, and shall be capable of being made an order of any court of competent jurisdiction.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

18.9.3. shall not preclude any Party from obtaining interim relief on an urgent basis from any court of competent jurisdiction pending the decision of the arbitrator.

18.10. This clause shall be severable from the rest of this Agreement and therefore shall remain effective between the Parties after this Agreement has terminated.

19. **VARIATION**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19.2. For the avoidance of doubt, data messages as defined in the Electronic Communications and Transactions Act No.25 of 2002 shall not constitute "writing"

for purposes of this clause, whether such data message includes an electronic signature or not.

20. SEVERABLE PROVISIONS

20.1. Each provision in this Agreement is severable from all other provisions, notwithstanding the manner in which they may be linked together, arranged in the context or grouped grammatically, and if in terms of any judgment or order of court any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, that provision, phrase, sentence, paragraph or clause shall be severed from the other, but the validity of the remaining provisions, phrases, sentences, paragraphs and clauses shall not be effected and shall nevertheless continue to be of full force and effect.

21. WHOLE AGREEMENT

21.1. This Agreement constitutes the whole Agreement between the Parties as to the subject matter [REDACTED]
[REDACTED]
[REDACTED]

22. INDULGENCES

[REDACTED] [REDACTED]
[REDACTED] ver of any of the rights of the Grantor, who shall not thereby be precluded from exercising any rights against the Grantee(s) which might have arisen in the past or which might arise in the future.

23. ASSIGNMENT

23.1. This Agreement is personal to the Company and the Intern shall not be entitled to assign, transfer, alienate or otherwise dispose of all or any of his/her/its rights and/or obligations under this Agreement, except with the written consent of the Company.

24. **SIGNATURE**

█ [Redacted signature line]

█ [Redacted signature line]

24.3. The persons signing this Agreement in a representative capacity warrant their authority to do so.

SIGNED AT _____ on the _____ day of _____ 20____, in the presence of the undersigned witnesses:

Intern

SIGNED AT _____ on the _____ day of _____ 20____, in the presence of the undersigned witnesses:

For and on behalf of the Company

Being duly authorised hereto

Name: _____

Title: _____