



Learner Agreement

Hyper-Automation Engineer Career Incubator

We are excited to have you onboard and wish you all the best as you progress through our tailored Career Incubator!

1. PURPOSE

- a. Cogent (Pty) Ltd endeavours to equip individuals with the relevant knowledge and skills that will enable them to find employment within the Hyper automation space.
- b. The purpose of this agreement is to ensure the expectation and requirements of partaking in the Career Incubator is clearly outlined and mutually agreed upon.
- c. undertakes to place the learner at an appropriate training to enable the learner to obtain such practical and diverse work experience.

2. APPOINTMENT

- a. Cogent hereby engages the Learner who agrees to commit to the completion of an unpaid Hyper Automation Engineer Career Incubator to the best of their ability.
- b. The learner acknowledges that while the training is valuable in equipping the learner with knowledge and skill in various aspects of Hyper Automation, the training is not accredited training and does not contribute to NQF aligned credits at this point.
- c. Cogent cannot guarantee employment at the end of the training duration.
- d. On successful completion of the Career Incubator, the learner may receive further opportunity to complete a paid Internship, however this is not guaranteed.

3. ENGAGEMENT PERIOD

- a. The learner's engagement with Cogent is temporary and, subject to the provisions of this agreement.
- b. The dates are subject to change should there be reasonable circumstances for such.
- c. The agreement with Cogent will terminate should the learner not fulfil any of the requirements necessary to complete the full course.
- d. Cogent will be under no obligation whatsoever to offer the learner any further engagement on the completion of the course.

4. REMUNERATION AND WORK BACK

- a. Cogent have invested a considerable amount to ensure the training is free and that the training is delivered by highly skilled individuals.
- b. Should the learner successfully complete the training programme, the learner will be obligated to complete a 6-12-month paid internship should one be offered as a means to offset the cost of the training delivered.
- c. The 6-week Career Incubator is free and will also not remunerate the learners who participate. The purpose of the training is to equip learners with the knowledge and skills to attract employment on the successful completion.

5. ATTENDANCE

- a. The learner is required to attend all training sessions set out in the training schedule. The classes are delivered live via online mediums and will not be recorded for future use.
- b. The learner agrees to ensure that they have the necessary technical equipment and internet connection to participate in the online classes.
- c. The learners agree to be punctual and ready to participate in each class at least 5 minutes prior to the commencement of the class.
- d. Cogent agrees to ensure that should class schedules change these will be communicated to the learner within a reasonable time period.
- e. Cogent will apply a zero-tolerance policy should a learner not attend classes without prior notice and with valid reasons.

- f. The learner takes full responsibility to ensure that, should they miss a class with a valid reason they endeavour to ensure that they remain up to speed.
- g. The learner is expected to take full responsibility for all self-study requirements during the course. Support will be available for the learners during work hours.

6. LEARNER RESPONSIBILITIES

- a. The learner undertakes:
 - i. to ensure that they meet the basic requirements of having a reliable computer and internet connection in order to attend classes at all times.
 - ii. to perform duties which may be reasonably required of him / her in the capacity in which the learner has been employed in terms of this agreement.
 - iii. to comply with all reasonable instructions given by Cogent or from time to time.

7. COGENTS PROMISE

- a. Cogent undertakes-
 - i. to ensure that the training content and trainers are of a high standard.
 - ii. To ensure that the learners receive adequate support and engagement throughout the Career Incubator.
 - iii. To ensure that learners expectations are managed in terms of progress during the Career Incubator.

8. WARRANTY THAT LEARNER IS OF FULL LEGAL CAPACITY

The learner warrants that he / she is an adult and is of full legal capacity and is able to enter into this agreement in his / her own right.

9. GENERAL TERMS AND CONDITIONS

- a. The learner's engagement is on a mutual agreement and as such the learner acknowledges and accepts that he/she will not be entitled to any benefits to which permanent employees of Cogent are entitled as the learner will not be deemed an employee.
- b. In the event of the learner being implicated in conduct which may be prejudicial to the rights and interests of Cogent, the learner will be suspended while his / her conduct is being investigated, pending a disciplinary hearing.

10. INDEMNITY

- a. The learner indemnifies Cogent against any liability of whatsoever nature arising out of the learner's attendance of the Career Incubator.
- b. The learner indemnifies Cogent against all loss, liability, damage and expense of every nature whatever which Cogent may suffer as a result and/or which may be attributable to –
 - i. any breach by the learner of any of the warranties; and/or
 - ii. any claim which may be made against Cogent as a result of any act perpetrated by the Learner in obtaining the knowledge and skill as envisaged in terms of this agreement; and/or
 - iii. the learner assuming and/or incurring any obligation of any nature whatever on behalf of Cogent without the prior written consent of Cogent to do so.
- c. The learner shall not have any claim of any nature whatever against Cogent and / or , or any member of Cogent or Cogent's directors, shareholders, learners and/or agents (collectively referred to as "staff"), for any loss, damage or injury which the learner may, directly or indirectly suffer (whether or not such loss, damage or injury is caused through the negligence of Cogent and / or Cogent or any of their "staff") by reason of the learner obtaining the practical work experience or any other cause either wholly or partly beyond Cogent or the Cogent's control or arising out of any other cause whatever.

11. CONFIDENTIALITY

- a. During the period of this agreement, the learner will have access to and be entrusted with information relating to the business of Cogent, their clients and customers, dealings, transactions, affairs and trade secrets - all of which are considered "confidential information".
- b. The learner undertakes both during and after termination of this agreement, not to disclose to anyone any sensitive and/or confidential information whatsoever regarding Cogent and / or the Cogent. The learner may not divulge any information relating to Cogent or the Cogent's operations or clients, to parties who have no direct interest or involvement and nor may the learner use such information for personal gain.
- c. On termination of this agreement, the learner will return all property of Cogent and / or Cogent in his / her possession to an authorised representative of the respective company.

12. PROTECTION OF PERSONAL INFORMATION

- a. Each Party hereby warrants, represents and undertakes in favour of the other that it will at all times strictly comply with all applicable laws in regard to data privacy, including, but not limited to, the Protection of Personal Information Act 2013 (POPI).
- b. Cogent undertakes, warrants and agrees that, to the extent that it processes any Personal Information as defined in POPI as part of the Services, that it will do so in accordance with POPI and all other applicable data protection laws and that it will comply with the Candidate's reasonable instructions insofar as the processing of Personal Information is concerned.

13. TERMINATION OF ENGAGEMENT


Notwithstanding the provisions of the above and below paragraphs, this agreement may be terminated either by Cogent or the learner by giving the other 7 days written notice of termination.

14. SUMMARY TERMINATION

- a. Notwithstanding the provisions of paragraphs above and below, this agreement may be terminated by Cogent summarily and without notice:
 - i. in the event that the learner commits a material breach of any obligation under this agreement, and/or
 - ii. in circumstances justifying such termination.

In order to confirm acceptance of this offer of engagement, the learner is required to sign a copy of this agreement and return it to the Cogent. Failure to return the signed agreement by this date will constitute a rejection of the offer of engagement which will then lapse.

The learner signing this Agreement guarantees that he/she is duly authorised to sign this Agreement as a representative of the company.

Cogent Representative (Type full name please)	Kerushan Naidoo
Capacity	COO
Date	
Signature	
Learner Full Name (Type full name please)	John Paul Kulumba
Capacity	Learner
Date	24/06/2025
Signature	

Learner Profile

Please ensure that all information provided is correct.

Send signed agreement together with the following:

1. Copy of ID document
2. A photo if we don't already have one
3. Copy of qualifications where applicable

Personal Details			
Title	Mr.		
Full Names	John Paul		
Surname	Kulumba		
Date Of Birth	06/09/1999		
ID Number	A00600384		
Gender	Female	Male <input checked="" type="checkbox"/>	
Race	African <input checked="" type="checkbox"/>	Indian	Coloured <input type="checkbox"/> White <input type="checkbox"/>
Engagement Status	Employed	Unemployed <input checked="" type="checkbox"/>	
Are you a South African Citizen?	Yes	No <input checked="" type="checkbox"/>	
If No – complete the following:			
Passport Number (Foreign National)	A00600384		
Passport Country (Foreign National)	Uganda		
Residency Status: Permanent/Temporary (Foreign National)			
Residency Permit Issue Date (Foreign National)			
Residency Permit Expiry Date (Foreign National)			
Home Telephone Number	+27818684713		
Mobile Telephone Number	+27818684713		
Emergency Contact Name	Kilian Boshoff		
Emergency Contact Relationship	Friend		
Emergency Contact Number	+27810419407		
Marriage Status	Single		
Dependents	N/A		
Personal Email Address	paul.kulumba@yahoo.com		


Physical Address	
Unit Number	C119
Complex	La Rez
Street Number	208
Street / Name of Farm	Bird Street
Suburb / District	Stellenbosch
City / Town	Stellenbosch
Postal Code	7600

Highest level of highest Qualification attained (X)			
NQF Level		Other	
8		Doctoral degrees, PhD	
7		Master's degrees	
6		4-year degrees	X

5		National diplomas + Higher certificate	
4	Further Education and Training Certificate (FETC)	Grade 12, Matric Exemption	
3		Grade 11	
2		Grade 10	
1	General Education and Training Certificate (GETC)	Grade 9, ABET Level 4	

Qualifications			
Provide details of Qualifications / Certifications you have gained. Please include completed and current studies. Please submit copies of your qualification/certificates to Cogent together with this form.			
Qualification	Institute	Year	MCP ID # (only if appropriate)
BEng Industrial Engineering	Stellenbosch University	2022	

Permission to use Photographs	
From time to time, informal photographs are taken of learners, and that, insofar as these photographs are placed in the possession or control of Cogent. These photographs might be used by Cogent in the digital (website; social media) or printed media (newspaper, brochure), which will be solely for purposes of marketing.	
I hereby grant Cogent permission to use my photograph in respect to the above	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Declaration and Consent	
<p>I, <u>John Paul Kulumba</u> (full name), declare that to the best of my knowledge, all the information I have provided is true, and is in all respects correct. I understand that if any false information is given, or any material fact suppressed, disciplinary action – including dismissal – may be undertaken.</p> <p>I acknowledge that the information I have supplied on this form, and that Cogent gathers about me during the course of my engagement with the Company, will be retained by Cogent for the purpose of considering and evaluating my application for engagement for any future application I might make to the Company for engagement in any other role.</p>	
<p>Qualifications/Certificates/Credit/ Criminal/ Reference Checks</p> <p>I hereby authorize Cogent, to forward any personal information as well as any information that I have provided in support of my application to verification information suppliers acting on behalf of Cogent (including but not limited to the South African Police Services / MIE/Lexis Nexis and any educational, training, credit bureau and fraud prevention organizations) for the purpose of verifying my personal credentials and records.</p> <p>Authorized credential verification types include, but are not limited to, qualifications, professional memberships, engagement history, engagement references, consumer credit, criminal record, drivers' license and fraud prevention checks. I authorize Cogent verification information suppliers to furnish information regarding my credentials, whether claimed or not. I unconditionally indemnify Cogent and its verification information suppliers against any liability that may result from furnishing information in this regard.</p> <p>I understand that this form is a requirement in terms of the intended transaction therefor my personal credentials will be verified. All information furnished to the Company and Cogent will be disclosed to me.</p> <p>I understand that all information received from the various verification information suppliers, as part of the background screening process, will be stored by Cogent and made available to various fraud prevention organisations.</p>	
Learner Signature: 	Date: 24/06/2025

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