

**FIXED TERM CONTRACT OF EMPLOYMENT  
(TECHNICAL SUPPORT - INTERNSHIP PROGRAMME)**

entered into by and between:

**Kgaphola Legacy (PTY) Ltd**

.....

(the “**COMPANY**”)

and

.....

(Full name and ID number)

(the “**LEARNER**”)

Herein after referred to as the parties.



The parties specifically record that they have agreed to a fixed term contract for the following reason:

## **1. INTRODUCTION**

- 1.1 The MICT SETA has entered into a Service Level Agreement with *Kgaphola Legacy*, for *Kgaphola Legacy* to implement the -Internship programme for 20 learners in the Northern Cape, in Kimberley and surrounding areas, for an unbroken period of 12 months, provided the learner shall be placed with a suitable host employer in the industry for the duration of the programme.
- 1.2 The purpose of the Internship programme is to provide formal exposure to the world of work, career pathing opportunities as well as entrepreneurship.
- 1.3 The LEARNER is an unemployed person with a Senior Certificate or higher, in line with MICT Seta's approved requirements.
- 1.4 The LEARNER is willing and ready to undergo training at a training facility and subsequently be placed by the COMPANY with a suitable Host employer for the remainder of the contract period. The COMPANY will endeavour to find a host employer nearest to the normal residence of the LEARNER provided such residence is in the Northern Cape Province, depending on availability of willing host employers in the area.
- 1.5 Due to the limited nature of the employment relationship, specific conditions will apply, and the parties wish to record these conditions as follows:

## **2. DURATION**

- 2.1 Notwithstanding the date of signature of this contract and subject to clause 2.4 below, the LEARNER's direct relationship with the COMPANY will be for a period of 12 months within the period from the 17 June 2025 ("commencement date") until 17<sup>th</sup> September 2026 ("the termination date"), unless, the LEARNER is deemed incompetent or enters into an employment



contract with another employer or fails to abide by the working conditions as specified in clause 10.

- 2.2 On the termination date, this contract and the LEARNER's relationship with the COMPANY will expire automatically through the effluxion of time. It is specifically agreed that as the termination of the contract of employment is through the effluxion of time, the termination will not constitute a dismissal.
- 2.3 It is specifically agreed and recorded by the parties that during and on the termination of the LEARNER's employment, the LEARNER will have no expectation of continuous or continued employment with the COMPANY and will have no expectation of being engaged on a further fixed term contract either on the same or similar terms or on less favourable terms.
- 2.4 It is specifically recorded that there will be no severance pay on the termination date of this contract for any reason whatsoever.

### **3. DUTIES AND RESPONSIBILITIES**

During his/her employment, the LEARNER shall be responsible for all duties ascribed during his/her employment, as well as all other duties associated with his/her employment and any other related duties that might be assigned to him/her from time to time. Furthermore, the LEARNER shall:

- 3.1 comply with all lawful and reasonable instructions given to him/her by the COMPANY;
- 3.2 devote all of his/her time and attention during working hours to the business and affairs of the COMPANY;
- 3.3 remain honest and faithful to the Company in the performance of his/her duties;
- 3.4 acquaint him/herself with and abide by the customs, rules, policies and regulations of the COMPANY.



#### **4. NORMAL WORKING HOURS**

The LEARNER will not be required to work in excess of 40 hours per week. It is possible that on certain occasions the LEARNER will not be required to work a full 8-hour day, but there may well be circumstances where, the LEARNER may be required to be engaged in duties in excess of 8 hours on the given day.

#### **5. REMUNERATION**

- 5.1 The COMPANY will pay the LEARNER by way of a monthly stipend of Three thousand and eight hundred Rand (R3 800), in 12 instalments paid without any deductions; the funds will be deposited into the bank account of the LEARNER, at the end of each month from the start date and for the duration of the Learning programme.

#### **6. EXPENSES**

In accordance with both COMPANY and MICT Seta policy, the COMPANY is not liable to pay any amount whatsoever for any expenses incurred by the LEARNER for whatever reason.

#### **7. ANNUAL LEAVE**

No annual leave accrues to the LEARNER.

#### **8. SICK LEAVE**

- 8.1 No sick leave accrues to the LEARNER. If the LEARNER is unable to work due to illness, s/he is required to notify the COMPANY through the line manager.



## **9. POLICIES AND PROCEDURES**

- 9.1 The LEARNER is required to comply with the provisions of the COMPANY's policies and procedures, as amended from time to time, and hereby agrees to do so.
- 9.2 The LEARNER guarantees that s/he will exercise due care and attention when operating any equipment at the workplace.
- 9.3 The LEARNER hereby agrees that any personal injury and/or damage or loss of property incurred under his/her care will be for his/her own account and that no claims for these occurrences will be made against the COMPANY.

## **10. TERMINATION**

- 10.1 It is specifically recorded that this contract may be terminated at any stage for misconduct including absenteeism, incapacity, poor performance or operational requirements of the COMPANY or for any reason justified in law. The learner is obliged to inform both the host employer and *Kgaphola Legacy* immediately in writing of their intention to resign, at any stage during the term of this contract, as this may affect the payment of the stipend, because the stipend is only payable to learners that are active in the programme.
- 10.2 No alteration, cancellation, variation of or addition to this agreement shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- 10.3 This document contains the entire agreement between the parties and neither shall be bound by any undertaking, representation or warranties not recorded in this agreement.
- 10.4 No indulgence, leniency, or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.



Thus done and signed as follows

DATED at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_  
**MANAGER OF THE COMPANY**

DATED at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_  
**LEARNER**