



Fixed Term Contract of Employment Internship

entered into between

State Information Technology Agency (SOC) Limited

Registration number 1999/001899/07
(Hereinafter referred to as "SITA")

And

Hlayisani Mbhombhi

ID:

0007175686083

(hereinafter referred to as the "Learner")

Version: 2.00
Date: 2019-06-12

Notice

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Approval

The signatories hereof, being duly authorised thereto, by their signatures, hereto authorise the execution of the work detailed herein, or confirm their acceptance of the contents hereof and authorise the implementation/adoption thereof, as the case may be, for and on behalf of the parties represented by them.

HOD: Acting: HCM HOD Centre of Excellence

Date

Edwin Mashatola

Amendment history

Revision	Date	Change proposal	Change comment
1.0	2018-11-01	New document	First release
2.0	2019-06-12	Amendments	Compliance with the Protection of Personal Information Act, 4 of 2013

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1. Interpretation

- 1.1 In this Agreement:
 - 1.1.1 clause headings are for convenience and are not to be used in its interpretation;
 - 1.1.2 unless the context indicates a contrary intention an expression that denotes:
 - 1.1.2.1 any gender includes the other gender;
 - 1.1.2.2 a natural person includes an artificial person and *vice versa*; and
 - 1.1.2.3 the singular indicates the plural and *vice versa*.
- 1.2 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in clause 2 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 1.3 A reference to any statutory enactment shall be construed as a reference to that enactment as at the signature date and as amended or substituted from time to time.
- 1.4 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a company day, the next succeeding company day.
- 1.5 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.6 No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.
- 1.7 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.8 The words "include" and "including" mean "include without limitation" and "including without limitation". Using the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.9 Any reference in this Agreement to "this Agreement" or any other Agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other Agreement or document, as amended, varied novated or supplemented from time to time.

2. Definitions

- 2.1 In this Agreement the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

- 2.1.1 **"Agreement"** means this Agreement as set out in this document and Annex "A" Annexed hereto;
- 2.1.2 **"Annex A"** means the Annex to this Agreement;
- 2.1.3 **"Basic Conditions of Employment Act"** means the Basic Conditions of Employment Act, 75 of 1997;
- 2.1.4 **"Business Day"** means any day other than a Saturday, Sunday or Public Holiday;
- 2.1.5 **"Commencement Date" 01 April 2023**, notwithstanding the signature date;
- 2.1.6 **"Confidential Information"** means any information or data relating to SITA (even if not marked as being confidential, restricted, secret, proprietary or any similar designation), in whatever format and whether recorded or not (and if recorded, whether recorded in writing, on any electronic medium or otherwise), that:
 - 2.1.6.1 by its nature or content is identifiable as confidential and/or proprietary to SITA;
 - 2.1.6.2 is intended or by its nature or content could reasonably be expected to be confidential and/or proprietary to SITA; or
 - 2.1.6.3 is provided or disclosed by any person in confidence (whether before or after the signature date), and includes:
 - 2.1.6.3.1 trade secrets;
 - 2.1.6.3.2 technical information, techniques, know-how, operating methods and procedures;
 - 2.1.6.3.3 details of costs, sources of materials and customer lists (whether actual or potential) and other information relating to the existing and prospective customers and suppliers of SITA;
 - 2.1.6.3.4 pricing, price lists and purchasing policies;
 - 2.1.6.3.5 computer data, programs and source codes;
 - 2.1.6.3.6 information contained in or constituting the hardware or software of SITA, including third Party products and associated material;
 - 2.1.6.3.7 information relating to the network telecommunications services and facilities of SITA;
 - 2.1.6.3.8 any and all methodologies, formulae and related information in developed software and processes of SITA;
 - 2.1.6.3.9 products, drawings, designs, plans, functional and technical requirements and specifications;
 - 2.1.6.3.10 intellectual property that is proprietary to SITA or that is proprietary to a third Party and regarding which SITA has rights of use or possession;
 - 2.1.6.3.11 marketing information of whatsoever nature or kind;
 - 2.1.6.3.12 financial information of whatsoever nature or kind;

- 2.1.6.3.13 information relating to any contracts affecting SITA;
- 2.1.6.3.14 Personal Information; and
- 2.1.6.3.15 any information which is not readily available to a competitor of SITA in the normal course of Company business;
- 2.1.7 **"Data Subject"** means the person to whom Personal Information relates, as defined below;
- 2.1.8 **"Employee"** means The Intern
- 2.1.9 **"Labour Relations Act"** means the Labour Relations Act, 66 of 1995;
- 2.1.10 **"Leave Cycle Period"** means each 12 (twelve) month period of this Agreement, commencing on the Commencement Date;
- 2.1.11 **"Operational Requirements"** means requirements based on the economic, technological, structural or similar needs of SITA;
- 2.1.12 **"Parties"** means the Parties to this Agreement being SITA and the Employee;
- 2.1.13 **"Personal Information"** means information relating to any Data Subject including but not limited to views or opinions of another individual about the Data Subject; and information relating to such Data Subject's:
 - 2.1.13.1. race, sex, gender, sexual orientation, pregnancy, marital status, nationality, ethnic or social origin, colour, age, physical or mental health, well-being, disability, religion, conscience, belief, cultural affiliation, language and birth;
 - 2.1.13.2. education, medical, financial, criminal or employment history;
 - 2.1.13.3. names, identity number and/or any other personal identifier, including any numbers which may uniquely identify a data subject, account or client number, password, pin code, customer or data subject code or number, numeric, alpha or alpha-numeric design or configuration of any nature, symbol, e-mail address, domain name or IP address, physical address, cellular phone number, telephone number or other particular assignment;
 - 2.1.13.4. blood type, fingerprint or any other biometric information;
 - 2.1.13.5. personal opinions, views or preferences;
 - 2.1.13.6. correspondence that is implicitly or expressly of a personal, private or confidential nature (or further correspondence that would reveal the contents of the original correspondence); and
 - 2.1.13.7. correspondence that is implicitly or expressly of a personal, private or confidential nature (or further correspondence that would reveal the contents of the original correspondence); and
- 2.1.14 **"Personal Information of Children"** means Personal Information concerning a natural person under the age of 18 years who is not legally competent, without

the assistance of a competent person, to take any action or decision in respect of any matter concerning him or herself;

- 2.1.15 "POPIA" means the Protection of Personal Information Act, 4 of 2013;
- 2.1.16 "**Processing**" means the collection, receipt, recording, organisation, collation, storage, updating, modification, retrieval, alteration, consultation or use of Personal Information;
- 2.1.17 "**Public Holiday**" means a Public Holiday as stipulated in the Public Holidays Act, 36 of 1994;
- 2.1.18 "**Remuneration**" will have the meaning assigned to it in the Basic Conditions of Employment Act, 75 of 1997;
- 2.1.19 **Sick leave cycle** means the period of 36 months with the same employer immediately following the commencement of the employment of the employee; or the completion of that employee's prior sick leave cycle;
- 2.1.20 "**Signature Date**" means the date of signature of this Agreement by the last Party signing;
- 2.1.21 "**SITA's Data Privacy Policies**" means all SITA's data protection policies and privacy policies which are updated or amended from time to time;
- 2.1.22 **Shift Work Ordinary Work** means the employer operates five days a week, Monday to Friday, with a daily lunch break, all year round.
- 2.1.23 **Shift Work Continued** means the employer operates 24 hours a day, seven days a week all year round.
- 2.1.24 **Shift Work Discontinued** means the employer operates less than 24 hours a day, with at least one daily break. A two shift system is the most common discontinued shift system.
- 2.1.25 "**SITA**" being the State Information Technology Agency (SITA) Limited, a company duly registered according to section 2 of the State Information Technology Agency Act, 88 of 1998, with Registration Number 1999/001899/07, situated at 459 Tsitsa Street, Erasmuskloof, Pretoria ;
- 2.1.26 "**Supervising Authority**" means a designated person duly appointed to oversee and monitor the Employee's performance; and
- 2.1.27 "**Termination Date**" means **31 March 2024** or any other earlier date as envisaged in terms of this Agreement.

3. Appointment

- 3.1 SITA hereby appoints the Employee as an **Intern at B1 Level**.
- 3.2 The Employee agrees to accept the appointment, subject to the terms and conditions set out in this Agreement, which may be amended from time to time

4. Commencement and Duration

- 4.1 This Agreement shall commence on the Commencement Date, notwithstanding the Signature Date, and shall terminate on the Termination Date, unless terminated earlier as provided for in this Agreement.
- 4.2 The Employee agrees that this Agreement shall terminate by the effluxion of time and that such termination shall not constitute a dismissal.
- 4.3 The Employee agrees that he/she shall have no expectation, nor does SITA create any expectation that this Agreement is to be extended past the fixed period stated above.
- 4.4 The Employee agrees that no conduct of SITA shall be construed as an extension of this Agreement, and the Employee shall not reasonably expect by virtue of SITA's conduct in any way whatsoever that the Agreement shall be renewed by SITA alternatively, that he/she will be permanently employed by SITA, unless such renewal or offer of permanent employment is reduced to writing and signed by both Parties.
- 4.5 The Employee shall have no claim against SITA for any failure to extend or renew this Agreement notwithstanding any prior or subsequent discussion or negotiations, whether formal or informal, between the Parties regarding the possible renewal or extension of this Agreement.

5. Probation

- 5.1 The employee's appointment will be subject to the successful completion of a period of probation of 3 months from the date of this contract. During this period the employee's capacity will be evaluated by the employer or his representative. Should the employee's performance during this period be unsatisfactory, the employer may terminate the employee's services in accordance with the provisions of the Labour Relations Act.
- 5.2 Should the employee wish to terminate this agreement with the employer prior to the termination of his probation period, the employer reserves the right to recover any direct expenditure incurred in respect of his training as a Learner from him/her.

6. Warranties by the Employee

- 6.1 The Employee hereby warrants that:
 - 6.1.1 by entering into this Agreement, he/she shall not be in breach of any express or implied terms of any contract or of any other obligation binding on him/her;

- 6.1.2 he/she is suitably qualified for the post and all information supplied to SITA detailing his/her experience and qualifications and all representations made by him/her during the interview are true and accurate; and
- 6.1.3 he/she does not have a criminal record and no investigations regarding any crime or offence are pending against him/her.
- 6.2 Each warranty will:
 - 6.2.1 be a separate warranty and will in no way be limited or restricted by reference to or inference from the terms of any other warranty or by any words in this Agreement;
 - 6.2.2 be given as at the Signature Date; and
 - 6.2.3 be deemed to be material and to be a material representation inducing SITA to enter into this Agreement.
- 6.3 The Employee acknowledges that in the event that it is found that he/she has made any misrepresentations to induce this Agreement, the Agreement at the election of SITA may be declared null and void.

7. Disclosure, other employment, activities or appointments

- 7.1 The Employee shall, prior to commencing work at SITA, and during the course of his/her tenure at SITA, disclose any information or personal interests or personal considerations that may affect, or be perceived to affect his/her judgment in acting in the best interests of SITA.
- 7.2 Without derogating from the above, the Employee shall not be entitled, without the prior written consent from SITA, to engage actively or passively, directly or indirectly, in any other enterprise, or to accept any other gainful or unpaid employment or position whether on a full or part-time basis.

8. Place of employment

- 8.1 The Employee's place of employment shall be at the **SITA Polokwane Office**.
- 8.2 The Employee agrees to perform his/her job requirements at other locations as may be necessary from time to time. SITA at all times and at its sole discretion retains the right to transfer the Employee to any other location at which SITA may conduct business.

9. Duties of the Employee

- 9.1 The Employee undertakes to:
 - 9.1.1 perform such duties consistent with his/her status as may, from time to time, be determined by SITA;

- 9.1.2 comply with all lawful instructions consistent with his/her status given from time to time by SITA;
- 9.1.3 devote such time as is necessary during normal business hours, and such additional time and attention as the exigencies of SITA's business may reasonably require, to his/her duties under this Agreement;
- 9.1.4 not to engage in activities that would detract from the proper performance of his/her duties, be in conflict with SITA's business or with the status and scope of his/her position in SITA; and
- 9.1.5 to use his/her best endeavours to promote and extend the business of SITA;
- 9.1.6 comply with annex A. Annex A may be amended in consultation with him/her, by SITA from time to time. Any change shall be effective on one month's written notice to him/her.
- 9.1.7 The Employee shall, during the execution of his/her duties, report to the Supervising Authority.
- 9.2 SITA may require the Employee to conduct or perform other duties or tasks not within the scope of his/her normal duties. The Employee agrees to perform these duties and to undertake those tasks as if they were specifically required under this Agreement.

10. Remuneration

- 10.1 The Employee's Remuneration package shall be calculated on a Total Guaranteed Package (TGP) basis and the total annual Remuneration package of the Employee shall be an amount of **R78, 000.00 (R6, 500.00)** which Remuneration amount shall be payable monthly no sooner than the last working day of the month but not later than seven (7) days after the last day of every calendar month.
- 10.2 The payment of the Employee's Total Guaranteed Package is subject to such deductions as SITA is required, by law, to deduct from the Employee's Total Guaranteed Package or such deductions as agreed between the Parties.
- 10.3 The net cash component of the Employee's Total Guaranteed Package shall be paid monthly in arrears directly into the Employee's nominated account at a recognised financial institution on/or before the last day of every month. In the event that the last day falls on a Saturday, Sunday or Public Holiday, payment will be made on the date immediately preceding the last day of the month.
- 10.4 On commencement of employment, the Employee's total package may, by Agreement with SITA, be structured in such a manner as may lawfully achieve the optimum tax efficiency.

11. Hours of work and overtime

- 11.1 Unless otherwise specified by SITA in writing, the maximum ordinary time worked by the Employee according to this Agreement shall be as depicted below, depending on days per month and actual Work Environment i.e.:
- 11.1.1 ordinary work environment (1950 pa): 23 shifts; 172.5 hours (31 day month); 22 shifts; 165 hours (30 day month); 21 shifts; 157.5 hours (29 day month); 20 shifts; 150 hours (28 day month).
 - 11.1.2 ordinary work environment (2080 pa): 23 shifts; 184 hours (31 day month); 22 shifts; 176 hours (30 day month); 21 shifts; 168 hours (29 day month); 20 shifts; 160 hours (28 day month).
 - 11.1.3 Discontinued shift work environment (2184 pa): 27 shifts; 189 hours (31 day month); 26 shifts; 182 hours (30 day month); 25 shifts; 175 hours (29 day month); 24 shifts; 160 hours (28 day month).
 - 11.1.4 Continued shift work environment (2496 pa): 27 shifts; 216 hours (31 day month); 26 shifts; 208 hours (30 day month); 25 shifts; 200 hours (29 day month); 24 shifts; 192 hours (28 day month).
 - 11.1.5 Continued shift work environment (security) (2496 pa): 18 shifts; 216 hours (31 day month); 17 shifts; 208 hours (30 day month); 16 shifts; 200 hours (29 day month); 16 shifts; 192 hours (28 day month).
- 11.2 The Employee shall be entitled to a meal interval of 30 (thirty) minutes on completing 5 (five) hours work.
- 11.3 The Employee agrees to work in excess of the maximum hours per month depending on actual work environment, if so requested.
- 11.4 Where applicable, any hours worked in excess of the hours stipulated in clause 11.1 above must be agreed by the relevant Supervising Authority prior to working the additional hours and where applicable may not exceed the maximum hours allowed according to the Basic Conditions of Employment Act and the SITA Employment Conditions.
- 11.5 Payment associated with overtime, including time worked on Sunday and Public Holidays shall be paid only to those qualifying employees as per the SITA Employment Conditions (as amended from time to time) and payment shall be made according to the applicable provisions of the SITA Employment Conditions.

12. Leave

- 12.1 The Employee shall be entitled to 1.25 days per month or 2.00 days in the shift environment working 6 days per week.
- 12.2 All leave must be taken within 6 (six) months of the expiry of the Leave Cycle Period. Leave may not be accrued from one Leave Cycle Period to the next.

- 12.3 All unused annual leave over and above that permitted according to clause 12.1 will be forfeited.
- 12.4 In addition to annual leave, the Employee is entitled to all statutory Public Holidays in the Republic of South Africa.
- 12.5 All annual leave shall be taken on dates agreed or determined by the company, subject to the operational and business requirements.
- 12.6 The Employee shall not be paid any monies in lieu of any leave except on termination of the Employee's employment and as required by the law.
- 12.7 The Employee may not take annual leave once a notice of termination of employment has been tendered.
- 12.8 Absence from work should be reported to the Supervising Authority in line with the company policy.
- 12.9 Leave must be applied for and approved according to SITA's leave policy.

13. Employee's Privacy

- 13.1 The Employee acknowledges and agrees that during the course of his/her employment with SITA, SITA may process the Employee's Personal Information and may in limited circumstances process the Personal Information of the Employee's Children.
- 13.2 SITA undertakes to process the Employee's Personal Information and, if applicable, the Personal Information of the Employee's Children in accordance with its obligations in terms of POPIA and SITA's Data Privacy Policies or in accordance with any other applicable legislation.
- 13.3 The Employee agrees that SITA may process his/her Personal Information and, if applicable, Personal Information of the Employee's Children, currently held or obtained in the future, by SITA and or its agents or appointed third parties for purposes relating to the administration, management and operation of the Employee's employment or in relation to SITA's legitimate business requirements.
- 13.4 The Employee acknowledges that withholding Personal Information or Personal Information of the Employee's Children may prejudice the Employee from receiving the full benefits provided by SITA to the Employee.
- 13.5 The Employee undertakes to provide Personal information that is true and correct to the best of his/her knowledge.

14. Confidentiality and protection of Personal Information

- 14.1 It is recorded that the Employee, by virtue of his/her employment with SITA, has become and shall become in possession of, and has had, and shall continue to have access to the Confidential Information, which may include Personal Information. For the avoidance of doubt, the Employee agrees that it will treat all Personal Information as Confidential Information and as such the provisions of this clause 14 applies to Personal Information.

- 14.2 The Employee agrees that it will familiarise him/herself with SITA's Data Privacy Policies and that he/she will process all Personal Information in accordance with SITA's Data Privacy Policies and POPIA.
- 14.3 The Employee further acknowledges that:
- 14.2.1 the Confidential Information is a valuable, special and unique asset of SITA;
 - 14.2.2 the Confidential Information is proprietary to SITA and the Employee has no rights of whatsoever nature to such Confidential Information; and
 - 14.2.3 SITA may suffer irreparable harm or substantial economic and other loss in the event of such Confidential Information being disclosed or used by the Employee otherwise than according to this Agreement.
- 14.3 The Employee irrevocably and unconditionally agrees and undertakes, during his employment by SITA and at any time thereafter;
- 14.3.1 to treat and safeguard the Confidential Information as strictly private and confidential;
 - 14.3.2 not to use or permit the use of the Confidential Information for any purpose other than exclusively in connection with performing his/her duties and functions during his/her employment by SITA and, in particular, not to use or permit the use of the Confidential Information, whether directly or indirectly, to obtain a commercial, trading, investment, financial or other advantage over SITA or otherwise use it to the detriment of SITA;
 - 14.3.3 except as permitted by this Agreement, not to disclose or divulge, directly or indirectly, the Confidential Information in any manner to any third Party for any reason or purpose whatsoever (except as required by the terms and nature of his/her employment hereunder) without the prior written consent of SITA, which consent may be granted or withheld in the sole and absolute discretion of SITA;
 - 14.3.4 not to decompile, disassemble or reverse engineer or otherwise modify, adapt, alter or vary the whole or any part of the Confidential Information;
 - 14.3.5 not to copy or reproduce the Confidential Information by any means without the prior written consent of SITA, it being recorded that any copies shall be and remain the property of SITA and shall be surrendered to SITA on demand and in any event on terminating his/her employment by SITA, and the Employee will not retain any copies thereof or extracts there from or any form of record thereof, whether in written or electronic form; and
 - 14.3.6 to keep all Confidential Information safely and securely and to take all such steps as may be reasonably necessary to protect it against theft, damage, loss, unauthorised access (including access by electronic means) and to prevent Confidential Information from 'falling into the hands' of unauthorised third Parties.

- 14.4 Determining whether information is Confidential Information shall not be affected by whether or not such information is subject to, or protected by, common law or statute related to copyright, patent, trademarks or otherwise.
- 14.5 If the Employee is uncertain as to whether any information is Confidential Information, the Employee shall treat such information as confidential until the contrary is agreed by SITA in writing.
- 14.6 The undertakings given by the Employee in this clause 14 shall not apply to any information that:
- 14.6.1 is or becomes generally available to the public other than by the negligence or default of the Employee or by the breach of this Agreement by the Employee;
 - 14.6.2 the Employee is authorised in writing to disclose by his/her Supervising or relevant SITA Authority;
 - 14.6.3 has become lawfully known by or come into the possession of the Employee on a non-confidential basis from a source other than SITA having the legal right to disclose same, provided that such knowledge or possession is evidenced by the written records of the Employee existing at the Signature Date; or
 - 14.6.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order provided that:
 - 14.6.4.1 the onus shall, at all times, rest on the Employee to establish that such information falls within the exclusions set out in clauses 14.6.1 to 14.6.4;
 - 14.6.4.2 information shall not be deemed to be within the foregoing exclusions merely because such information is embraced by more general information in the public domain or in the Employee's possession; and
 - 14.6.4.3 any combination of features shall not be deemed to be within the foregoing exclusions merely because individual features are in the public domain or in the Employee's possession, but only if the combination itself is in the public domain or in the Employee's possession.
 - 14.6.4.4 In the event that the Employee is required to disclose information relating to SITA pursuant to clause 14.6.4, he/she shall:
 - 14.6.4.4.1 advise SITA thereof in writing prior to disclosure, if possible;
 - 14.6.4.4.2 take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that he/she lawfully and reasonably can;
 - 14.6.4.4.3 afford SITA a reasonable opportunity, if possible, to intervene in the proceedings;
 - 14.6.4.4.4 comply with SITA's reasonable requests as to the manner and terms of any such disclosure; and

- 14.6.4.4.5 notify SITA of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it is made.

15. Inventions, discoveries, copyright and documents

- 15.1 Any trade mark, design, concept, drawing, discovery, invention, secret process or improvement in procedure ("Intellectual Property") made, created or discovered by the Employee in the course and scope of his employment by SITA in connection with or in any way affecting or relating to the business of SITA, or capable of being used or adapted for use by SITA or in connection with its business or businesses shall be disclosed to SITA and shall belong to and be the absolute property of SITA.
- 15.2 The Employee shall, if and when required by SITA, and at SITA's expense, apply or join with SITA in applying for letters patent or other equivalent protection in the Republic of South Africa or in any other part of the world for the intellectual property and shall execute all instruments and do all things necessary for vesting the said letters patent or other equivalent protection in the name of SITA as sole beneficial owner or in the name of such other person as SITA may nominate.
- 15.3 Insofar as may be necessary, the Employee hereby assigns to SITA the copyright in all present and future works eligible for copyright including, without limitation, literary or artistic works or software programmes of which he/she may be the author that works or are created, compiled, devised or brought into being during the course and in the scope of his/her employment by SITA. No consideration shall be payable by SITA to the Employee regarding this assignment. The Employee hereby waives in favour of SITA or any successor-in-title any moral rights in copyright as provided for in this Agreement that may vest in him/her.
- 15.4 All reports, manuals, financial statements, budgets, indices, research papers, letters or other similar documents (the nature of which is not limited by the specific reference to the afore-going items) that are created, compiled or devised or brought into being by the Employee or come into the Employee's possession during the course and in the scope of his/her employment by SITA and all copies thereof, shall be the property of SITA.

16. Interception and monitoring of electronic communications

- 16.1 The Employee acknowledges, accepts and agrees that:
- 16.1.1 he/she is aware of SITA's electronic communications policy; and
- 16.1.2 he/she consents to its implementation insofar as it relates to electronic communications that he/she may send or receive using SITA's equipment or during the course and scope of his/her employment by SITA.

- 16.2 To the extent that the provisions of the Regulation of Interception of Communications and Provision of Communication Related Information Act, 70 of 2002 are not fully canvassed in SITA's policy, the Employee consents to the interception and monitoring of any communication that he/she may send or receive using SITA's equipment or during the course and scope of his/her employment with SITA and waives the protections afforded to him/her regarding this according to the said Act.

17. Security/Integrity testing/ screening

- 17.1 SITA reserves the right, at its sole discretion, to require the Employee to undergo integrity testing and/or screening as SITA may deem appropriate during the employment period.
- 167.2 In the event that SITA, in its sole discretion, is not satisfied with the results of the integrity/security assessment/screening of the Employee, as stipulated in clause 17.1 above, SITA shall advise the Employee of its dissatisfaction and the reasons therefore and terminate the Employee's employment with or without notice.

18. Termination

- 18.1 This contract shall, subject to clause 18.2 and clause 18.4, terminate automatically without notice to the Employee on the Termination Date.
- 18.2 Notwithstanding clause 181, SITA may, prior to the Termination Date, terminate this Agreement in the event of:
- 18.2.1 the Employee being convicted of theft, fraud, forgery or uttering a forged document, perjury, an offence under The Prevention and Combatting of Corrupt Activities Act, 12 of 2004 or any similar act or any offence involving dishonesty;
 - 18.2.2 misconduct, incapacity or Operational Requirements;
 - 18.2.3 the Employee failing to satisfactorily perform his/her duties as set out in the performance contract;
 - 18.2.4 the Employee disclosing Confidential Information contravening the provisions of this Agreement;
 - 18.2.5 the Employee is found guilty and dismissed at any disciplinary hearing that SITA may institute against the Employee;
 - 18.2.6 the Employee breaches any of the provisions of this Agreement; or
 - 18.2.7 any other ground recognised in law.
- 18.3 In the event that the Company contemplates the dismissal of the Employee for a reason related to his conduct, capacity or incompatibility, the Company may, at its sole discretion:
- 18.3.1 convene a hearing in accordance with its Disciplinary Code and Procedure or such as is contemplated by the Code of Good Practice: Dismissal, promulgated in terms of the Labour Relations Act; or

- 18.3.2 convene a pre-dismissal arbitration hearing in terms of section 188A of the Labour Relations Act to which the Employee hereby consents.
- 18.4 Notwithstanding clause 18.1, the Employee may, prior to the Termination Date, terminate this Agreement with notice as reflected in the SITA Employment Conditions, which notice shall be effective and calculated as follows:
- (i) If notice is given on the first day of the month, it shall be effective from that day; and
 - (ii) If notice is given after the first day of a calendar month it shall be effective from the first day of the immediately following calendar month
- unless the Supervising Authority determines otherwise.
- 18.5 In the event that this Agreement is terminated according to the provisions of clause 18.2, the Employee shall only be entitled to the payment of his/her total cost to company and accrued annual leave and only up to the end of the month following the event or circumstance as referred to in clause 18.2.
- 18.6 It is specifically agreed that SITA shall not be in breach, nor deemed or considered to have breached any provisions of the Agreement in the event that SITA terminates the Employee's employment according to the provisions of clause 18.2.
- 18.7 Notwithstanding the Termination Date, SITA may terminate this Agreement for Operational Requirements. It is specifically agreed that SITA shall not be in breach, nor deemed or considered to have breached any provisions of this Agreement in the event that SITA terminates the Agreement due to Operational Requirements.
- 18.8 Any notice of termination of employment by either party must be done in writing and within the time frames as prescribed by SITA's employment conditions and termination rules.
- 18.9 In the event that this Agreement terminates for any reason whatsoever, the clause relating to confidentiality shall remain in full force and effect.

19. Policies and procedures

- 19.1 SITA, from time to time, introduces policies and procedures to regulate the conduct of Employees. The Employee shall comply with all Rules, policies and procedures applicable to the Employees of the Company from time to time, including but not limited to Internet policy, Disciplinary Code and Grievance Procedure, Security Policy, Delegations of Authorities, Communication Policy and SITA's Data Privacy Policies. The Employee is required to be conversant with such policies and procedures.
- 19.2 SITA reserves the right to amend any of its codes, procedures, rules and regulations from time to time, subject to 1 (one) months' notice to the Employee. Copies of the company's codes, procedures, rules and regulations shall be available to the Employee on request.

20. Cession

- 20.1 The Employee may not cede or delegate any of his/her rights and obligations arising out of this Agreement to any person without the written consent of SITA.
- 20.2 Notwithstanding the above, SITA may, on written notice to the Employee, cede and delegate its rights and obligations under this Agreement to any of its subsidiaries or any of its present divisions or operations that may be converted into separate legal entities.

21. Severability

- 21.1 In the event that any of the provisions of this Agreement are found to be invalid, unlawful, or unenforceable, the said terms shall be severable from the remaining terms that shall continue to be valid and enforceable.

22. Notices and *domicilia*

- 22.1 The Parties select as their respective *domicilia citandi et executandi* the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses.

22.1.1 SITA:

Physical Address: **459 Tsitsa Street**
ERASMUSKLOOF
Pretoria
0046
Republic of South Africa

Postal Address: **P.O. Box 26100**
Monument Park
0105

Telephone No.: **(+2712) 482 3000**

All correspondence must be marked for the attention of: Ms Bulelwa Makasi:
 Human Capital Management (HCM) Services at bulelwa.makasi@sita.co.za

22.1.2 **Employee:** _____
Physical Address: _____
Postal Address: _____
Telephone No.: _____
Email: _____

- 22.2 Provided that a Party may change its *domicilium* or its address for the purposes of notices to any other physical address or telefax number by written notice to the other Party to that

effect. Such change of address shall be effective 5 (five) Business Days after receipt of the notice of the change.

22.3 All notices to be given according to this Agreement will be given in writing, in English, and will:

22.3.1 be delivered by hand or sent by telefax;

22.3.1.1 if delivered by hand during Business hours, be presumed to have been received on the date of delivery. Any notice delivered after Business hours or on a day that is not a Business Day will be presumed to have been received on the following Business Day; and

22.3.1.2 if sent by telefax during Business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after Business hours or on a day that is not a Business Day shall be presumed to have been received on the following Business Day.

22.4 Notwithstanding the above, any notice given in writing in English, and actually received by the Party to whom the notice is addressed, shall be deemed to have been properly given and received, notwithstanding that such notice has not been given according to this clause.

22.5 The Parties record that, while they may correspond via e-mail during the currency of this Agreement for operational reasons, no formal notice required according to this Agreement, nor any amendment of or variation to this Agreement may be given or concluded via e-mail.

23. Governing law

23.1 The interpretation, implementation and termination of this Agreement shall be according to the substantive laws of South Africa that shall, for all purposes be the governing law of this Agreement.

23.2 The Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria in any dispute arising from or in connection with this Agreement. The Parties agree that any costs awarded shall be recoverable on an attorney-and-client scale unless the court specifically determines that such scale shall not apply, in which event the costs shall be recoverable according to the High Court tariff.

23.3 Notwithstanding clause 23.2, either Party shall be entitled to institute any proceedings arising out of or in connection with this Agreement in the Magistrates' Court.

24. Conflict

24.1 In the event that any term or condition set out in this Agreement conflicts with the provisions of the Basic Conditions of Employment Act, the provisions of the Basic Conditions of Employment Act shall prevail.

- 24.2 In the event that there is a conflict between the provisions of this Agreement or any of SITA's codes, procedures, rules and regulations as introduced or may be applicable from time to time the provisions of SITA's codes, procedures, rules and regulations shall apply.

25. Whole agreement

- 25.1 This Agreement constitutes the whole Agreement between the Parties relating to the subject matter hereof.
- 25.2 No amendment or consensual cancellation of this Agreement or of any provision or term hereof or of any Agreement, bill of exchange or other document issued or executed pursuant to or according to this Agreement, and no extension of time, waiver, relaxation or suspension of any of the provisions or terms of this Agreement or of any Agreement, bill of exchange or other document issued pursuant to or according to this Agreement shall be binding unless recorded in a written document signed by duly authorised representatives of the Parties. Any such extension, waiver, relaxation or suspension that is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 25.3 No extension of time, waiver or relaxation of any of the provisions or terms of this Agreement or any Agreement, bill of exchange or other document issued or executed pursuant to or according to this Agreement, shall operate as an estoppel against any Party regarding its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly according to this Agreement.
- 25.4 The Employee acknowledges SITA's right to amend the Employee's terms and conditions of employment including the Employee's Remuneration after consultation with him/her that consultation shall take place prior to any change being effected. Any change shall be effective on 1 (one) month's written notice by SITA to the Employee and is not required to be accepted or signed by the Employee for effect to be given thereto.

26. Signature

26.1 Signed on behalf of the Parties, each signatory hereto warranting that he/she has due authority to do so.

SIGNED at _____ on _____ 2023

For and on behalf of

STATE INFORMATION TECHNOLOGY AGENCY (PTY) LTD

Who warrants that he is duly authorised

Name: **Mr. Edwin Mashatola**

Designation: **Acting: HCM HOD Centre of Excellence**

SIGNED at _____ on _____ 2023

For and on behalf of

Intern

Who warrants that he is duly authorised

Name: **Mr. Hlayisani Mbhombhi**

Designation: **Internship Programme**

Annex A: Employee deliverables

A.1 Key Performance Areas

Internship

A.2 Hours of duty (e.g. 08:00 to 16:30 Monday to Friday)

- 08:00 to 16: 30 Monday to Friday

A.3 Supervising authority

Annex B: Acknowledgement of Receipt of Notification

I, _____ (*initials and surname*), identity number

_____ herewith acknowledge receipt of the SITA Fixed Term Employment Contract (Internship Programme).

Signed: _____ at _____ on
_____ 2023.