



FIXED-TERM AGREEMENT OF INTERNSHIP

Entered into by and between the parties:

(Montego Pet Nutrition)

(Hereinafter referred to as **Montego Pet Nutrition**)

and

(Name of Intern with ID number: 000000 0000 00 0)

(Hereinafter referred to as **"The Intern"**)

WHEREAS Montego Pet Nutrition has embarked upon a project whereby would like to provide graduates, appointed temporarily as Interns, the opportunity to gain practical work experience and be exposed to practical and on-the-job training aligned with the study area in which their studies were completed.

AND WHEREAS the Intern has agreed to serve Montego Pet Nutrition as an Intern for twelve (12) months on the terms and subject to the conditions as set out hereunder.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. COMMENCEMENT AND DURATION

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 Intern further agrees that nothing in this agreement will be construed as creating any legitimate expectation of further employment.

2. PREMATURE TERMINATION

2.1. Notwithstanding the provisions of *Clause 1* above, Montego Pet Nutrition will be entitled to terminate this agreement before 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 Intern misconducts him/herself, does not perform by the standards set by Montego Pet Nutrition alternatively for reasons based on its operational requirements.



- 2.2. In the case of a premature termination as contemplated in this clause Montego Pet Nutrition will not be liable to compensate the Intern in lieu of the unexpired portion of this agreement.
- 2.3. The following notice period will be applicable provided same is given in writing.
- 2.3.1. One (1) week in the event of the Intern being employed for six (6) months or less.
- 2.3.2. Two (2) weeks in the event of the Intern being employed for more than six (6) months but not in excess of one (1) year.
- 2.4. Notwithstanding the provisions of this clause, Montego Pet Nutrition may terminate the Intern's services summarily without notice for any cause recognised in law.

3. REMUNERATION

- 3.1. Montego Pet Nutrition will pay the Intern in terms of a stipend to be determined at the point of awarding the internship, which will be payable no later than the last day of the month.
- 3.2. Payment of the Intern's remuneration will be paid by way of direct deposit into the Intern's bank account the details of which are:

Account Holder:	
Bank:	
Bank Account Number:	
Branch Code:	

4. ACCOMMODATION AND TRANSPORT

- 4.1. It will be the Intern's responsibility to arrange their accommodation and transport to and from the workplace and also to bear any costs in this regard.
- 4.2. Should it be necessary for the Intern to travel during the course and scope of his/her duties under this agreement such transport will be provided by Montego Pet Nutrition at its cost.

5. ANNUAL LEAVE

- 5.1. The Intern will be entitled to one (1) day of annual leave on full remuneration for every seventeen (17) days on which he/she works or is entitled to be paid.
- 5.2. Leave must be taken at times convenient to Montego Pet Nutrition.



- 5.3. Any leave due to the Intern (the balance), but not taken after eleven (11) months have elapsed of this agreement, must be taken during the twelfth (12th) month of this contract.
- 5.4. Any application for leave must be made on the standard leave application of Montego Pet Nutrition and within the periods as set by Montego Pet Nutrition before the leave is taken.

6. SICK LEAVE

- 6.1. During the first six (6) months of employment the Intern will be entitled to one (1) day's paid sick leave for every twenty-six (26) days worked.
- 6.2. After the expiry of six (6) months of employment (in the case of contracts with a duration over six (6) months) the Intern will be entitled to a pro-rata amount of paid sick leave equal to the number of days he/she would normally work during six (6) weeks per sick leave cycle of three (3) years.
- 6.3. In the event of the Intern being absent from work for two (2) or more days due to illness or incapacity or on more than two (2) occasions during an eight (8) week period he/she will be obliged to furnish a medical certificate stating that he/she was unable to work for the duration of his/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 two (2) days for any reason, including medical reasons), without due notice to Montego Pet Nutrition or the Intern's duly nominated Supervisor / Mentor, may be regarded as absence without leave (AWOL), 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 (4) months of employment under this agreement the Intern will be entitled to paid family responsibility leave of three (3) days which the Intern is entitled to take:
 - 7.1.1. When the Intern's child is born.
 - 7.1.2. When the Intern's child is sick.
 - 7.1.3. In the event of the death of:
 - 7.1.3.1. The Intern's spouse or life partner.
 - 7.1.3.2. The Intern's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.



8. MATERNITY LEAVE

- 8.1. A female Intern 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 even though the Intern did not perform any services during her maternity leave this agreement will terminate on the expiry date as contemplated in *Clause 1* above.

9. PROBATIONARY PERIOD

The first three (3) months of this contract will be considered to constitute a probationary period during which period the Intern's suitability for the position as well as his/her performance will be monitored. Should it be established during the aforementioned probationary period that the Intern is not suited to the position or that his/her performance does not meet the standard set by Montego Pet Nutrition, then the Intern's services may be terminated on one (1) week's written notice.

10. SUPERVISION

- 10.1. During the currency of this agreement the Intern will work under the direction of qualified and/or suitably experienced technical staff employed or designated by Montego Pet Nutrition.
- 10.2. The 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

The Intern's normal hours of work will be as follows: _____ to _____.

12. CONFIDENTIALITY

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



13. REPORTING

The Intern will be required to submit monthly reports to their Supervisor / Mentor and will be obliged to liaise with and communicate any difficulties encountered about any aspect of his/her employment under this agreement to his/her direct Supervisor to ensure that effective assistance is rendered as and when required.

14. CODE OF ETHICS AND OTHER PROCEDURES

Whilst in the employ of Montego Pet Nutrition under this agreement the Intern will comply with the provisions of the Disciplinary Code and Procedure, Grievance Procedure and Health and Safety Procedures in force at Montego Pet Nutrition from time to time.

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 MONTEGO PET NUTRITION:

Street number & Name:	
Complex Number & Name:	
Suburb:	
Town / City:	
Postal Code:	

15.1.2 THE INTERN:

Street number & Name:	
Complex Number & Name:	
Suburb:	
Town / City:	
Postal Code:	

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 seventh (7th) 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 seventh (7th) 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 received by a party shall be an 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 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__.

For and behalf of Montego Pet Nutrition

Thus, done and signed at _____ on this _____ day of _____ 20__.

For and behalf of Intern

Witness



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 and Managers /Supervisors
- Responsibility in terms of care of equipment and vehicles
- Responsibility in terms of diligence and accuracy of work
- Humility and teachable attitude
- Team co-operation
- Ability to deal with conflict maturely
- Patience and perseverance when faced with challenges/problems/adversity
- Submission to authority
- Driving vehicles in a responsible and careful manner
- Obeying Supervisor / Mentors' 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 Internship Programme.

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.

SIGNATURE: INTERN

Date