

**Date:**

**Name:**

**ID:**

**Address:**

Dear Candidate

**Selection for participation in the [insert outsourced digital internship programme name]  
Letter Of Agreement**

**1. Introduction**

We would like to take this opportunity to congratulate you on being selected to participate in the [INSERT OUTSOURCED DIGITAL INTERNSHIP PROGRAMME NAME] through the [COMPANY NAME], Registration No: [INSERT REGISTRATION NUMBER]. We are proud to be partnering with multiple businesses to offer talented young people like yourself the opportunity to build skills and knowledge in a manner which prepares you for a real working environment. We believe that this will allow for your successful transition into formal employment.

We have set out below the terms and conditions of your relationship with [INSERT COMPANY NAME] as a Candidate participating in the [INSERT PROGRAMME NAME]

**2. Introduction overview of [insert programme name]**

The [INSERT PROGRAMME NAME] is intended to provide work experience training. Therefore, it includes structured modules, training, and real work exposure to either quality assure (QA) and software testing, software development and/or configuration and support services for cloud providers with the aim of developing the essential skills and competencies required in a work environment. The [INSERT PROGRAMME NAME] will lay the foundation for long-term success in the world of work.

[INSERT COMPANY NAME] reserves the right to postpone, cancel or change the timetable and deliverables or the nature of the [INSERT COMPANY NAME] at any stage.

*Initials.....*

### 3. Duration of [insert programme name]

Your participation in the [INSERT PROGRAMME NAME] starts on .....and ends on.....

### 4. Place of [insert programme name]

The [INSERT PROGRAMME NAME] will take place at [INSERT COMPANY NAME] premises at **[INSERT ADDRESS]**,

and/or at any other premises that [COMPANY NAME] may determine from time to time.

### 5. Operating hours of [insert programme name]

The [INSERT PROGRAMME NAME] aims to simulate real working hours in the digital industry and therefore will operate between Monday to Friday from 08h00 to 17h00, with a 30-minute lunch break and two 15-minute tea breaks each day.

You may also be required to attend on Weekends and Public Holidays as per your shift requirements.

### 6. Attendance requirements

You are required to attend daily and may not participate in any other activities which could prevent you from attaining a full attendance record.

Should you be unable to attend the [INSERT PROGRAMME NAME] due to sickness, you must notify your Manager and [INSERT COMPANY NAME] may require you to produce a medical certificate from a registered medical practitioner to confirm the nature and period of your illness. If you are unable to fulfil the requirements of attendance for the [INSERT PROGRAMME NAME] for any reason, for example due to pregnancy or extended illness, [INSERT COMPANY NAME] management may determine a fair and equitable resolution for either part.

### 7. Stipend

You will receive a stipend of [INSERT AMOUNT] (SPELL OUT IN WORDS) per month for the duration of the [INSERT PROGRAMME NAME]. Payment of this stipend will be made in two tranches directly into your bank account bi-weekly.

### 8. Reporting

In order to optimise your work experience and training, you will report to a [INSERT PROGRAMME NAME] Manager, or any other person nominated by [INSERT PROGRAMME NAME] from time to time. Furthermore, you will also be required to take instruction from the support team and team leaders participating in the [INSERT PROGRAMME NAME].

*Initials.....*

## 9. Rules and code of conduct

By accepting the offer to participate in the [INSERT PROGRAMME NAME], you undertake to be bound by [INSERT PROGRAMME NAME] Rules and Code of Conduct.

The Code of Conduct is attached to this Letter of Agreement, and you are required to sign that you understand these rules and that you agree to adhere to them. The Code of Conduct may be amended from time to time.

## 10. No employment relationship in the [INSERT PROGRAMME NAME].

Your acceptance of this Letter of Agreement and your participation in the [INSERT PROGRAMME NAME] also confirms that you agree that:

- You are not an employee of [INSERT COMPANY NAME] or any of the participating businesses in the [INSERT PROGRAMME NAME].
- Your involvement in the work of the [INSERT PROGRAMME NAME] participating businesses and [INSERT PROGRAMME NAME] guidance, mentorship and management of this work is solely for the purposes of gaining valuable experience and enhancing your training so that you may become more employable after your successful completion of the [INSERT PROGRAMME NAME]. The object of the Letter of Agreement is not to create an employment relationship, or render your personal services, or make over your capacity to produce, to the [INSERT COMPANY NAME] or any of the participating businesses.
- The stipend paid to you is not compensation for the work you perform or might perform for a participating business. It is for the purposes of your subsistence during the [INSERT PROGRAMME NAME], without which [INSERT COMPANY NAME] recognises you might not be able to participate in the [INSERT PROGRAMME NAME].
- Any equipment provided to you is to facilitate your workplace learning.

## 11. Withdrawal of opportunity

Your continued participation in the [INSERT PROGRAMME NAME] will be entirely dependent on your commitment, dedication, conduct and performance during the [INSERT PROGRAMME NAME].

[INSERT COMPANY NAME] reserves the right to withdraw this opportunity from you, at any stage during the [INSERT PROGRAMME NAME], should it determine that you are not performing satisfactorily (including any acts of misconduct) and/or you are not considered to be an appropriate candidate for gainful employment in one of the participating businesses post completion of the [INSERT PROGRAMME NAME].

## 12. Completion of the [insert programme name]

If you successfully complete the [INSERT PROGRAMME NAME] in accordance with the required performance standards and time and attendance record, you will be issued with a Certificate of Successful Completion.

Furthermore, one of the participating businesses may offer you employment within their company. The opportunity of employment is **not guaranteed** as participating businesses will only offer employment

to [INSERT PROGRAMME NAME] candidates who can demonstrate that they will be fully productive and effective in their work environment from day one of employment.

Should you be offered an employment opportunity with one of the participating businesses, you will be required to commence employment on a date provided by the participating business at or before the conclusion of the [INSERT PROGRAMME NAME].

You hereby give [INSERT COMPANY NAME] permission to make a copy of the employment contract that you sign with the participating business.

### **13. Background checks**

One of the requirements for admission into the [INSERT PROGRAMME NAME] is that all your background checks are satisfactory to [INSERT COMPANY NAME]. Please be advised that a request for your background checks will be submitted, and should it be found that you either have a previous conviction, your matric certificate is invalid, and/or you have a bad debt record in your name, you will unfortunately no longer be eligible for the [INSERT PROGRAMME NAME] or any other opportunities through [INSERT COMPANY NAME].

The signing of this Letter of Agreement confirms that you give [INSERT COMPANY NAME] the right to verify your information and if one of the subjects listed above appear under your name, [INSERT COMPANY NAME] has the right to inform you and unfortunately remove you from the [INSERT PROGRAMME NAME].

### **14. Indemnity**

[INSERT COMPANY NAME] and its participating businesses will not accept responsibility for any damage or loss in respect of your personal property that you bring onto the premises of [INSERT COMPANY NAME], or any other premises where the [INSERT PROGRAMME NAME] is conducted.

[INSERT COMPANY NAME] and its participating businesses will not be responsible for any damage that you may cause to the property of [INSERT COMPANY NAME], its participating businesses, or third parties involved in the [INSERT PROGRAMME NAME].

We look forward to supporting you in your exciting journey into the world of work and wish you success! Yours faithfully

**NAME:**

**TITLE**

I have read the information contained in this Letter of Agreement. I confirm that I understand the contents and that I will adhere to the rules, terms and conditions of my relationship with [INSERT COMPANY NAME].

**SIGNATURE OF CANDIDATE**

**DATE**

**WITNESS**

**DATE**

**Let's Get To Work.**

This model is challenging but immensely rewarding. **You will be building a new ecosystem for talent in South Africa.**

## **[INSERT PROGRAMME NAME] Code of Conduct**

A Candidate participating in the [INSERT PROGRAMME NAME] through [INSERT COMPANY NAME] must:

1. Adhere to all policies, procedures, and codes of conduct of [INSERT COMPANY NAME], as communicated from time to time (including the protection of personal information requirements).
2. Obey the instructions and directions of [INSERT COMPANY NAME] management and the facilitators of the [INSERT PROGRAMME NAME] Programme.
3. Participate in and devote all their time and attention to the scheduled shifts of the [INSERT PROGRAMME NAME].
4. Protect and promote the philosophy and ethos of [INSERT COMPANY NAME] and the reputation and goodwill of [INSERT COMPANY NAME].
5. Conduct themselves in a manner that respects the rules and conventions of the shared office space and building in which [INSERT COMPANY NAME] is located.
6. Not engage in unfair discriminatory behaviour that is based on race, gender, sex, marital status, colour, ethnic or social origin, sexual orientation, age, disability, religion, HIV status, conscience, belief, political opinion, culture, or language.
7. Neither intentionally nor negligently do anything to cause damage, harm, or injury, to the reputation, person or property of:
8. Any [INSERT COMPANY NAME] Candidate.
9. [INSERT COMPANY NAME], its employees, directors, or agents.
10. [INSERT COMPANY NAME]'s participating businesses and their employees, directors, and agents;
11. and
12. Any third party.
13. Use the property of [INSERT COMPANY NAME] and its participating businesses with the utmost care.
14. Not use, without prior authorisation, the property of [INSERT COMPANY NAME] or its participating businesses for personal use (including its telephones, fax machines, computers, and printers).
15. On completion of the [INSERT PROGRAMME NAME], return all property belonging to [INSERT COMPANY NAME], its participating businesses and service providers that is in the Candidate's possession, including security access cards or discs.
16. Respect that [INSERT COMPANY NAME] and its participating businesses or service providers retain copyright of the [INSERT PROGRAMME NAME]'s course content.
17. Not disclose to any person who is not employed by or associated with [INSERT COMPANY NAME] and its participating businesses, any confidential information relating to [INSERT COMPANY NAME], its participating businesses, or the entities that [INSERT COMPANY NAME] or its participating businesses have an interest in or are associated with.
18. Obey the laws of the Republic of South Africa.
19. Not be involved in any business, undertaking or practice that is unlawful including fraudulent, bribery and corruption activities.
20. If requested, undergo any searches of the Candidate's property and body before leaving the premises of [INSERT COMPANY NAME], its participating businesses, or any other premises where the [INSERT PROGRAMME NAME] is being conducted.

21. Not be involved in any business, undertaking or practice that constitutes a conflict of interest for [INSERT COMPANY NAME] or its participating businesses.
22. Keep [INSERT COMPANY NAME] informed of any changes to their personal information as set out in the Application Form.
23. Not falsify or record misleading information in any documents relating to [INSERT PROGRAMME NAME].
24. In the event of absence e.g sickness, you are requested to provide [INSERT PROGRAMME NAME] with a sicknote if your absence occurred on a Monday, Friday, a day following a public holiday, a day before a public holiday or being absent for two consecutive days in an 8-week period.

Signature:.....

Initial:.....