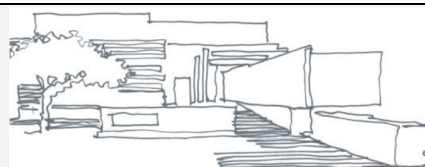




STELLENBOSCH INSTITUTE FOR ADVANCED STUDY
STELLENBOSSE INSTITUUT VIR GEVORDERDE NAVORSING



A CREATIVE SPACE FOR THE MIND

CONTRACT OF EMPLOYMENT FOR FIXED TERM EMPLOYEES

NAME AND SURNAME:

EMPLOYEE NUMBER:

1. Terms and conditions of employment

The terms and conditions set out in this contract will constitute the employee's contract with STIAS with effect from {.} till {.}. Where a basic condition of employment is not provided for explicitly, the relevant legislation is to be applied, for example the Basic Conditions of Employment Act 75 of 1997 (the BCEA), the Labour Relations Act 66 of 1995 (the LRA), and amendments to legislation and other applicable regulations.

2. Job title

The employee is appointed in the position of

3. Duties and standard of service

- 3.1 The employee confirms that he/she is capable and competent to perform the duties that he/she has been employed for, and that he/she has the necessary skills and knowledge to perform competently and to the satisfaction of STIAS.
- 3.2 The duties of this position are set out in the job description attached to this contract. The line manager concerned will provide the employee with his/her job description and discuss it with the incumbent, as well as other relevant documentation. Subsequent changes to the job description may be affected only in consultation with the employee.
- 3.3 The employee must satisfactorily perform the tasks and duties normally associated with the position as per the job description. The employee undertakes to comply with all reasonable and lawful instructions, which may be issued by any person employed by STIAS who is duly authorised to do so by the STIAS Board.
- 3.4 The employee must perform according to set outputs, measured against specific targets and weightings as per his/her work agreement, which must be aligned

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with the specific job description and must be updated and signed each calendar year.

3.5 Confidentiality

It is specifically recorded that the employee will acquire in-depth knowledge and information relating to the operations of STIAS and Stellenbosch University (“the University”), their philosophy and general approach to business, and confidential information about them.

It is furthermore recorded and agreed that, should the employee make such knowledge and information available to any third party, including any competitor, or put it to personal use, STIAS or the University (or both) could suffer considerable financial loss and their competitive edge in the market could be compromised.

Therefore, the employee agrees to maintain the utmost confidentiality in performing his/her job duties.

- 3.6 The employee is subject to the rules of STIAS as well as to the rules for the orderly management and operation of STIAS as determined by the STIAS Board from time to time.

3.7 Outside work

The employee must devote his/her full commitment, energy and attention to STIAS business, and must declare any personal interests in contracts, trades, businesses or professions external to STIAS – whether in competition with STIAS or not – before entering into this contract.

The employee may not, at any time during the duration of this contract, develop any obligation, involvement or interest – whether directly or indirectly, whether for reward or otherwise – in any other contract, trade, business or profession without the explicit written consent of the STIAS Board.

Should the employee receive the required approval to undertake outside work, this must be granted in accordance with the policies and procedures laid down by STIAS.

The employee may at no time render services offered by STIAS for his/her own account or otherwise. Even if the required approval to render such services has been granted in accordance with established STIAS policies and procedures for reward over and above the agreed remuneration package under this contract, any additional reward earned as described above can be paid only via the STIAS

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payroll, and any services rendered as described above can be accounted for only via STIAS processes and systems.

3.8 Intellectual property

It is specifically recorded that STIAS or the University has developed, and is developing, a number of specific programmes, projects, suppliers, precedents, address lists, documentation and the like to support STIAS in delivering effective performance. The employee will encounter a number of these programmes and projects, and refer to the documentation, in the course of his/her duties. It is specifically recorded that this intellectual property remains the property of STIAS or the University, as may be the case.

Furthermore, the employee specifically acknowledges that any programmes, projects, documentation and similar services developed by STIAS or the University – with or without the employee's input and/or assistance – remain the exclusive intellectual property of STIAS or the University, as may be the case; and that the employee may not use such property in any other capacity or in the interests of no other natural person or corporate body, or any natural person or corporate body that is similar to, in competition with, or endeavouring to compete with the business of STIAS or the University.

3.9 Ethical business conduct and behaviour

The integrity of its employees underlies the relationships that STIAS forges with customers, suppliers and communities, (among other entities), as well as its internal dynamics. Therefore, STIAS requires the highest standards of ethical business conduct of its employees in fulfilling their duties.

Employees may engage in no activity that could create negative perceptions as to the integrity, respect for diversity, impartiality or reputation of STIAS or the University. Ethical business conduct includes workplace relationships between employees and requires respect for constitutional rights regarding employment, particularly those pertaining to human dignity, non-discrimination, and respect for diversity, impartiality and reputation.

Actions prohibited by STIAS's policies and procedures, or by any other law or the Constitution, are still deemed transgressions if carried out by a third party on behalf of a STIAS employee.

4. Remuneration

- 4.1 The STIAS Board determines the employee's remuneration as well as any changes to it. Remuneration is regarded as a confidential matter between STIAS and the employee concerned.

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- 4.2 STIAS may deduct from the employee's salary those amounts which STIAS is required or permitted to deduct according to any law, collective agreement, court order or arbitration award, provided that this be done with the employee's knowledge, as well as the amount by which the employee may have been overpaid for a previous remuneration period. No other deductions may be made without the employee's written prior consent.

5. Working hours and overtime

- 5.1 The employee's Normal Working Hours are {} hours a week, consisting of {} hours a day, and including meal breaks. STIAS Management will determine at what time a Normal Working Day begins and ends.
- 5.2 The employee agrees to work beyond his/her Normal Working Hours to fulfil his/her job duties, should circumstances necessitate this.
- 5.3 The employee agrees to work overtime should the need arise. Overtime will be remunerated in accordance with the applicable legislation as amended from time to time.
- 5.4 Employees who earn less than the promulgated remuneration threshold must be paid for overtime worked. Should, at any stage during a person's employment, his/her remuneration increase to a level above the set threshold, remuneration for overtime will cease; however, the employee will still be obliged to work overtime as and when required.
- 5.5 The employee agrees that, at the discretion of STIAS, he/she may be granted time off in lieu of overtime worked. The employee's line manager must be consulted should time off be arranged.

6. Leave

6.1 Annual leave

- Employees at all job levels are entitled to 15 (fifteen) working days annual leave with full pay during each leave cycle of 12 (twelve) Months.
- Annual leave must be taken within 12 (twelve) Months after the end of the relevant leave year. Annual leave may be taken in units of a full working day or half a working day.
- Employees may not accrue annual leave or carry it over to the next leave cycle with a view to receive payment instead, except in accordance with the provision at the preceding bullet point.

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- Employees must apply for leave in the form and manner prescribed by STIAS from time to time and may take leave only after it has been approved.

6.2 Sick leave

- Employees who submit a medical certificate that STIAS finds acceptable are entitled to the following:
 - Two days' sick leave per month during the first six months at full pay,
 - Thirty days' sick leave during the first 12 months at full pay,
 - Thereafter a maximum of 60 (sixty) days' sick leave on full pay during every completed period of 3 (three) years of employment.
- Sick leave cannot be accumulated.
- Stias is not required to pay the employee sick leave if:
 - is absent from work on more than 2 (two) occasions during an 8 (eight) week period; and
 - on request by Stias, fails to produce a medical certificate stating that he was unable to work for the duration of his absence on account of sickness or injury.
- Stias will also require the employee to produce a medical certificate where the employee is on sick leave on any day prior to or after a weekend or public holiday.
- If an employee is unable to report for duty due to sudden illness, he /she must notify the line manager of his/her absence.

6.3 Compassionate leave

- Compassionate leave with full pay may be granted for 7 (seven) working days a year.
- Compassionate leave cannot be accumulated.
- Compassionate leave for a portion of a day or for 1 (one) or more full days may be granted in the following instances:
 - the birth of an employee's child
 - illness of an employee's child
 - serious illness of an employee's Spouse, and

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- the death of an employee's Spouse, parent, parent-in-law, grandparent, child, grandchild or sibling, or other family member.
- STIAS may request reasonable proof of an incident before granting compassionate leave. Should the employee fail to produce such proof, STIAS may regard the period of absence as unpaid leave.

6.4 Maternity leave

Female employees are entitled to a maximum of 4 (four) Months' unpaid maternity leave, which applies also to the adoption of a child younger than 6 (six) Months, subject to the following provisions:

- STIAS may, for the sake of the smooth running of affairs and after consultation with the employee concerned, require that maternity leave is to begin no more than 1 (one) Month before the expected confinement date.
 - No employee may return to the workplace within 6 (six) weeks of having given birth, unless a medical doctor has certified that she is able to resume her work duties earlier.
 - Should an employee prefer not to resume her work duties for a period after her maternity leave has expired, she may be offered the following choice upon recommendation by STIAS Management:
 - taking the annual leave available to her, or
 - taking unpaid leave.
 - Notification of maternity leave must be accompanied by proof issued by a medical doctor indicating the expected confinement date. Employees must give at least 4 (four) weeks' notification before the commencement of their maternity leave, or as soon as reasonably possible.

Employees who suffer a miscarriage during the last 3 (three) Months of pregnancy or who give birth to a stillborn child are entitled to unpaid maternity leave of up to 6 (six) weeks after the miscarriage or still birth, whether the employee concerned already was on maternity leave when the incident occurred or not.

6.5 Parental leave

- An employee who is the parent of a child is entitled to at least ten working days' paid parental leave.
- The parental leave commences on the day the child is born, adoption order is granted or the child is placed in the care of the prospective adoptive parent by a competent court (pending the finalisation of an adoption order in respect

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- of that child).
- STIAS may request reasonable proof of such an event before granting parental leave. Any one of the following should be sufficient proof:
 - Proof of registration as one of the two parents of the child in terms of the Births and Deaths Registration Act
 - A court order providing SU with a birth certificate of the child, indicating both parents
 - Any other proof that shows that the employee is entitled to parental leave
 - Employees must give at least four weeks' notice before the commencement of parental leave, or as soon as is reasonably possible.

7. Disciplinary action

An employee who commits any form of misconduct will be subjected to disciplinary action. Depending on the seriousness of the transgression, the employee may be dismissed.

8. Termination of employment

On the agreed termination date, this fixed term contract, and your employment will expire automatically and neither party shall be obliged to give the other written notice prior to the termination date. It is specifically agreed that as this contract will expire on the termination date, the termination will not constitute a dismissal.

It is agreed and recorded that on the termination of your employment, you will have no expectation of continued employment and no expectation of being engaged on a further contract either on the same or similar terms or on less favourable terms.

Unless required in terms of the LRA, there will be no payment of severance pay on the termination date as this agreement expires through the effluxion of time.

Notwithstanding the above, it is specifically recorded that your employment may be terminated at any stage prior to the termination date for misconduct, incapacity, poor work performance, for operational requirements or for any other reason justified in law.

Either party may terminate this contract of employment in the following manner:

- during the first 6 (six) Months of employment, on 1 (one) weeks' notice;
- during the second 6 Months of employment, on 2 (two) weeks' notice (if applicable);
- after 12 (twelve) Months of employment, on 1 (one) Calendar Month's notice; and

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- for any reason recognised in law, including contravention of terms of employment or misconduct, incapacity and operational requirements.

Notwithstanding the above notice periods, the employment contract may be terminated summarily should the employee be found guilty of serious misconduct.

9. Rules, regulations, and policies

STIAS may issue various rules, regulations, and policies from time to time.

The details of these rules, regulations and policies will be communicated to employees.

These rules, regulations and policies may change from time to time, at the sole discretion of STIAS.

Although STIAS rules, regulations and policies do not form part of the employee's contract of employment, the employee is obliged to ensure that he/she is familiar with and complies with them.

10. Amendments to conditions of employment

The STIAS Board reserves the right to amend these conditions of employment at any time. Should any proposed amendments introduce less favourable conditions of employment, STIAS must engage with the employees concerned before implementing such changes.

11. Definitions

Unless the context indicates otherwise, the following definitions apply:

Calendar Month: The period from the first day of a certain month to the last day of the same month

Calendar Year: The period from 1 January to 31 December

Cost of Employment (COE): Total cost of employment to the employer, which includes all remuneration in cash, benefits and contributions to benefit funds; excluding compulsory statutory employer contributions and leave

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Month:	The period from a day in a specific month up to and including the day preceding the numerically corresponding day in the next month
Normal Working Day:	A Day in a Normal Working Week in accordance with the weekly timetable, consisting of at least 8 (eight) hours a day, excluding lunch times
Normal Working Hours:	A period of 40 (forty) hours per Normal Working Week, including lunch times
Normal Working Week:	A period that extends from Monday to the Sunday of the same week
STIAS:	Stellenbosch Institute for Advanced Study
University:	Stellenbosch University

I, the undersigned, hereby declare that I accept the conditions of employment set out in this document and that I agree to the policies and procedures of STIAS.

Thus done and signed at on this, the day of20.....

.....
DIRECTOR: STIAS

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EMPLOYEE

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