



THAPEDI REFILWE
MENTORSHIP AND LEADERSHIP
FOUNDATION

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+27 76 309 9579

"Empowering Youth. Building Leaders."

MENTORSHIP PROGRAMME PARTICIPATION AGREEMENT

between

THAPEDI REFILWE MENTORSHIP AND LEADERSHIP FOUNDATION NPC

(Registration Number: 2026/406501/08)

a non-profit company duly incorporated in accordance with the laws of the Republic of South Africa
("Foundation")

and

THE MENTEE

as further described in Schedule 1 hereinbelow

("Mentee")

(the Foundation and the Mentee are collectively referred to as the "Parties" and individually as a "Party")





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SCHEDULE 1 MENTEE DETAILS

Item	Details
Full Name of Mentee	
Identity Number / Passport Number	
Date of Birth	
Residential Address	
Email Address	
Contact Number	
School / Institution	
Grade / Qualification	
Parent / Guardian Name (if applicable)	
Parent / Guardian Contact Number (if applicable)	

The individual whose details are recorded in this Schedule 1 shall be referred to as the "Mentee" for purposes of this Agreement.

SCHEDULE 2 PROGRAMME PARTICIPATION

Item	Details
Commencement Date	
Participation Term	
Preferred Participation Format (Virtual / In-Person / Hybrid)	

The Parties acknowledge that participation in the Programme is voluntary and subject to the terms and conditions of this Agreement.





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1. INTRODUCTION AND BACKGROUND

- 1.1. The Foundation is a non-profit company incorporated under the laws of the Republic of South Africa, and operates a structured mentorship and leadership development programme under the guiding principle: *"Empowering youth. Building leaders"*
- 1.2. The Foundation was established to identify, support and empower young individuals who demonstrate potential, particularly those from rural communities, under-resourced backgrounds, schools, tertiary education environments and developing communities, by providing access to mentorship, leadership development, professional exposure and meaningful developmental opportunities.
- 1.3. The Programme seeks to create a structured, supportive, ethical, accountable and safe environment within which Mentees may develop confidence, resilience, leadership capabilities, professional networks and the knowledge required to make informed educational, personal and career decisions.
- 1.4. The Programme is designed for young individuals who are committed to their own growth, prepared to engage consistently, and willing to be developed into leaders who will contribute meaningfully to society. By signing this Agreement, the Mentee accepts participation in a focused mentorship network that brings together:
 - 1.4.1. secondary school learners from Grades 10 to 12, tertiary education students and recent graduates;
 - 1.4.2. young individuals from rural communities, under-resourced backgrounds, urban academic institutions and other educational or community environments identified by the Foundation; and
 - 1.4.3. a curated group of professionals, Mentors, industry participants and stakeholders across various sectors who are willing to contribute their time, experience, knowledge, networks and guidance towards the development of young leaders.





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- 1.5. The Foundation has invited the Mentee to participate in the Programme, which invitation the Mentee has accepted, subject to the terms and conditions contained in this Agreement.
- 1.6. The Parties wish to record the terms and conditions governing the Mentee's participation in the Programme in writing.
- 1.7. This Agreement must be read together with any applicable Programme policies, codes of conduct, communication protocols, participation guidelines, media consent documents and any written instructions or requirements issued by the Foundation from time to time.

2. DEFINITIONS

- 2.1. In this Agreement, unless the context indicates otherwise:
 - 2.1.1. "**Agreement**" means this Mentee Participation Agreement, together with all schedules, annexures, policies, written amendments and any documents incorporated by reference;
 - 2.1.2. "**Commencement Date**" means the commencement date recorded in Schedule 2, or failing such recordal, the date upon which this Agreement is signed by the Party signing last in time;
 - 2.1.3. "**Confidential Information**" means any information relating to the Foundation, Programme, Mentors, Mentees, beneficiaries, stakeholders, donors, sponsors, partners, participants, internal processes, operations, opportunities, documents, personal information, communications, reports, plans, strategies or any other information which is confidential in nature or which ought reasonably to be regarded as confidential;
 - 2.1.4. "**Foundation**" means Thapedi Refilwe Mentorship and Leadership Foundation NPC, Registration Number: 2026/406501/08;
 - 2.1.5. "**Mentor**" means any individual appointed, approved, recognised or assigned by the Foundation to provide mentorship, guidance, support, leadership input, professional exposure or developmental assistance under the Programme, and includes any one or more Mentors assigned to a Mentee from time to time;





- 2.1.6. "**Mentee**" means the individual whose details are recorded in Schedule 1 and who participates in the Programme pursuant to this Agreement;
- 2.1.7. "**Minor**" means any person under the age of 18 years;
- 2.1.8. "**Parent or Guardian**" means the parent, legal guardian or responsible adult who signs this Agreement on behalf of, or in support of, a Mentee who is a Minor;
- 2.1.9. "**Personal Information**" bears the meaning ascribed to it in the Protection of Personal Information Act 4 of 2013;
- 2.1.10. "**POPIA**" means the Protection of Personal Information Act 4 of 2013, as amended from time to time;
- 2.1.11. "**Programme**" means the Foundation's mentorship and leadership development programme and all associated activities, workshops, engagements, mentorship sessions, group discussions, networking opportunities, training, exposure opportunities and developmental initiatives;
- 2.1.12. "**Programme Materials**" means any documents, templates, guides, resources, presentations, recordings, training materials, written communications, worksheets, reports, branded materials or information provided to the Mentee by or on behalf of the Foundation;
- 2.1.13. "**Safeguarding Concern**" means any concern, allegation, incident, behaviour, communication, request or circumstance which may compromise, or reasonably be perceived to compromise, the safety, wellbeing, dignity, privacy, rights, emotional welfare, ethical standing or protection of any Mentee, Mentor or Programme participant;
- 2.1.14. "**Schedule 1**" means the schedule containing the Mentee's personal particulars;
- 2.1.15. "**Schedule 2**" means the schedule recording the Mentee's participation details and Programme term; and



2.1.16. **"Unethical Conduct"** includes any conduct which is dishonest, exploitative, manipulative, coercive, abusive, discriminatory, intimidating, inappropriate, secretive, conflicted, financially improper, reputationally harmful, abusive of power or otherwise inconsistent with the standards, objectives and values of the Programme.

2.2. In this Agreement:

2.2.1. headings are inserted for convenience only and shall not affect interpretation;

2.2.2. references to the singular include the plural and vice versa;

2.2.3. references to one gender include all genders;

2.2.4. references to a statute include that statute as amended, substituted or re-enacted from time to time;

2.2.5. where any obligation is imposed on the Mentee and the Mentee is a Minor, the Parent or Guardian shall, where appropriate, support the Mentee's compliance with that obligation;

2.2.6. any reference to written notice includes notice by email, unless the context requires otherwise; and

2.2.7. where the Foundation is required to exercise a discretion, such discretion shall be exercised reasonably, having regard to the nature of the Programme, safeguarding considerations, ethical requirements, operational capacity and the best interests of the Programme.



3. PARTICIPATION AND ACCEPTANCE

- 3.1. The Foundation hereby admits the Mentee to participate in the Programme and the Mentee accepts such participation subject to the terms and conditions contained in this Agreement.
- 3.2. The Mentee acknowledges that participation in the Programme is voluntary and intended to support the Mentee's personal, academic, leadership and professional development.
- 3.3. Participation in the Programme does not create any employment relationship, partnership, agency, joint venture, bursary relationship, scholarship entitlement, consultancy relationship, commercial relationship or other legally dependent relationship between the Foundation and the Mentee.
- 3.4. The Mentee acknowledges that continued participation in the Programme is dependent upon:
 - 3.4.1. compliance with this Agreement;
 - 3.4.2. adherence to the values, objectives and standards of conduct established by the Foundation from time to time;
 - 3.4.3. meaningful and consistent engagement with the Programme;
 - 3.4.4. compliance with safeguarding, ethical and communication requirements; and
 - 3.4.5. continued suitability for participation, as reasonably determined by the Foundation.
- 3.5. The Foundation may amend the structure, format, frequency, scope, availability or method of delivery of the Programme from time to time, provided that such changes are made reasonably and in line with the objectives of the Programme.
- 3.6. The Foundation does not guarantee that the Mentee will be assigned to any particular Mentor or number of Mentors, continue with any particular Mentor, receive a particular opportunity, or remain in the Programme for any minimum period.



4. NATURE AND PURPOSE OF MENTORSHIP

- 4.1. The Mentee acknowledges that the purpose of mentorship under the Programme is to provide guidance, encouragement, developmental support, leadership insight, professional exposure and structured engagement.
- 4.2. The Mentor's role is developmental and supportive. The Mentee acknowledges that any guidance or advice provided by a Mentor is developmental in nature and does not constitute professional, legal, financial, medical, psychological, academic or employment advice.
- 4.3. The Mentee remains responsible for making his or her own decisions, with the support of a Parent or Guardian where applicable. The Foundation shall not be responsible for any decision taken by the Mentee based on mentorship discussions, guidance, opinion, encouragement or developmental support received through the Programme.

5. MENTEE RIGHTS AND OBLIGATIONS

- 5.1. As a participant in the Programme, the Mentee undertakes to:
 - 5.1.1. actively participate in mentorship engagements, group discussions, workshops, networking opportunities, leadership initiatives and other activities forming part of the Programme;
 - 5.1.2. approach the Programme with a genuine commitment to personal, academic, leadership and professional development;
 - 5.1.3. demonstrate honesty, integrity, accountability, respect, professionalism and courtesy in all interactions with Mentors, Foundation representatives, fellow Mentees and other Programme participants;
 - 5.1.4. take reasonable initiative in seeking guidance, applying developmental feedback and making meaningful use of opportunities provided through the Programme;



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- 5.1.5. attend scheduled mentorship sessions, Programme activities and engagements punctually and consistently, and provide reasonable notice where attendance is not possible;
 - 5.1.6. maintain reasonable and responsive communication with the Foundation and any Mentor or Mentors assigned to the Mentee throughout participation in the Programme;
 - 5.1.7. promptly notify the Foundation of any change in personal circumstances, contact details, educational status or any matter which may materially affect participation in the Programme;
 - 5.1.8. comply with this Agreement, all Programme policies, procedures, safeguarding requirements, communication protocols, codes of conduct and reasonable instructions issued by the Foundation from time to time;
 - 5.1.9. respect the privacy, dignity, confidentiality and Personal Information of all Programme participants;
 - 5.1.10. conduct himself or herself in a manner consistent with the values, objectives and reputation of the Foundation;
 - 5.1.11. promptly report any safeguarding concern, welfare concern, complaint, misconduct allegation, conflict of interest, inappropriate communication, boundary concern or other matter which may compromise the integrity, safety, wellbeing or objectives of the Programme; and
 - 5.1.12. refrain from any conduct which is unlawful, dishonest, abusive, discriminatory, threatening, intimidating, exploitative, unethical or otherwise inconsistent with the standards and objectives of the Programme.
- 5.2. Subject to the terms of this Agreement and the requirements of the Programme, the Mentee shall be entitled to participate in the Programme and to receive the benefits, opportunities and support reasonably made available by the Foundation from time to time.





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- 5.2.1. The Mentee shall be entitled to be treated with dignity, respect, fairness and courtesy by the Foundation, Mentors and other Programme participants.
- 5.2.2. The Mentee shall be entitled to participate in a safe, inclusive and supportive environment free from discrimination, harassment, bullying, victimisation, exploitation or inappropriate conduct.
- 5.2.3. The Mentee shall be entitled to raise concerns in a reasonable and discretionary manner, complaints, safeguarding concerns or grievances relating to the Programme without fear of retaliation, victimisation or unfair treatment.
- 5.2.4. The Mentee shall be entitled to reasonable access to information relating to the Programme, including applicable policies, procedures, participation requirements and communication protocols.
- 5.2.5. The Mentee shall be entitled to the protection of his or her Personal Information in accordance with applicable law and the Foundation's governance and safeguarding requirements.
- 5.2.6. The Mentee may request that the Foundation review a mentorship arrangement where the Mentee reasonably believes that the mentorship relationship is no longer effective, appropriate or aligned with the objectives of the Programme.
- 5.2.7. The Mentee shall be entitled to withdraw from the Programme in accordance with the termination provisions contained in this Agreement.

6. FOUNDATION RIGHTS AND OBLIGATIONS

- 6.1. The Foundation undertakes to use reasonable endeavours to:
 - 6.1.1. facilitate the administration, coordination and operation of the Programme in accordance with its objectives and available resources;
 - 6.1.2. assign one or more suitable Mentors to the Mentee, where reasonably practicable and subject to Mentor availability, safeguarding considerations, suitability and Programme capacity;



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- 6.1.3. facilitate mentorship engagements, developmental opportunities, workshops, networking opportunities and Programme activities from time to time;
 - 6.1.4. provide guidance, support and access to Programme resources reasonably available to the Foundation;
 - 6.1.5. maintain reasonable oversight of the Programme and monitor participation, engagement and developmental progress where appropriate;
 - 6.1.6. maintain a safe, respectful, inclusive and supportive environment conducive to learning, development and mentorship;
 - 6.1.7. implement and maintain reasonable safeguarding, reporting, communication and participant welfare measures;
 - 6.1.8. provide reasonable administrative support in connection with the Programme and respond to participant queries and concerns within a reasonable period;
 - 6.1.9. take reasonable steps to investigate and address complaints, safeguarding concerns, ethical concerns or allegations of misconduct brought to its attention;
 - 6.1.10. process Personal Information in accordance with applicable laws and the Foundation's governance and safeguarding requirements; and
 - 6.1.11. promote the objectives of the Programme in a manner consistent with the Foundation's mission of youth upliftment, leadership development, social impact and community advancement.
- 6.2. The Mentee acknowledges that the Foundation's obligations are subject to:
- 6.2.1. Mentor availability;
 - 6.2.2. donor, sponsor and stakeholder support;
 - 6.2.3. operational capacity;





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6.2.4. Programme resources;

6.2.5. safeguarding considerations;

6.2.6. the Mentee's compliance with this Agreement;

6.2.7. the continued viability and appropriateness of the Mentee's participation; and

6.2.8. circumstances beyond the Foundation's reasonable control.

6.3. The Foundation shall not be liable for failing to provide any specific opportunity, Mentor, session, workshop, placement, sponsorship, employment opportunity, funding opportunity or other benefit, provided that the Foundation has acted reasonably and in accordance with the overall objectives of the Programme.

6.4. The Foundation reserves the right to:

6.4.1. allocate, reallocate, replace or withdraw Mentors;

6.4.2. amend Programme structures, schedules, content and participation requirements from time to time;

6.4.3. suspend participation pending investigation of any complaint, safeguarding concern or alleged breach of this Agreement;

6.4.4. refuse participation in any activity where it reasonably considers such participation contrary to the objectives or best interests of the Programme; and

6.4.5. implement such policies, procedures and safeguarding measures as may be necessary for the effective administration of the Programme.

7. SAFEGUARDING, ETHICAL CONDUCT AND PARTICIPANT WELFARE

7.1. The Foundation is committed to maintaining a safe, respectful, ethical, inclusive and professionally appropriate environment for all participants.

7.2. The Mentee acknowledges that the Foundation adopts a zero-tolerance approach to abuse, harassment, exploitation, bullying, discrimination, intimidation, grooming, coercion, retaliation, victimisation, inappropriate communication, inappropriate personal relationships, conflicts of interest, financial impropriety, reputational misconduct and any conduct which may compromise the safety, dignity, wellbeing or integrity of Programme participants.



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- 7.3. The Mentee shall immediately report to the Foundation any concern, complaint, incident or circumstance involving misconduct, abuse, harassment, exploitation, bullying, discrimination, inappropriate conduct, unethical conduct, boundary concerns, conflicts of interest, or any conduct which may compromise the wellbeing of a participant or the integrity of the Programme.
- 7.4. The Mentee acknowledges that mentorship engagements must remain within the scope, purpose and boundaries of the Programme and must not develop into any inappropriate, undisclosed, private, exploitative, financial, commercial or otherwise unethical relationship.
- 7.5. The Mentee shall not communicate with any Mentor through inappropriate private channels, late-night communications, personal messaging platforms or any channel outside the communication methods approved by the Foundation, unless reasonably necessary and appropriate in the circumstances or otherwise approved by the Foundation.
- 7.6. The Foundation may prescribe reasonable communication protocols for mentorship engagements, including requirements relating to:
 - 7.6.1. approved meeting formats;
 - 7.6.2. approved communication platforms;
 - 7.6.3. parental or guardian oversight;
 - 7.6.4. group settings;
 - 7.6.5. reporting lines;
 - 7.6.6. appropriate times of communication;
 - 7.6.7. record keeping; and
 - 7.6.8. escalation of concerns.





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- 7.7. Where the Mentee is a Minor, no meeting between the Mentee and a Mentor may take place unless approved by the Foundation and, where required, the Mentee's Parent or Guardian.
- 7.8. The Foundation reserves the right to monitor, review, restrict, suspend or terminate any mentorship engagement where it reasonably believes that continued engagement may pose a safeguarding, ethical, reputational, welfare, legal or operational risk.
- 7.9. The Foundation reserves the right to investigate any complaint, allegation, Safeguarding Concern, ethical concern, boundary concern or misconduct allegation and to take such action as it reasonably considers appropriate in the circumstances.
- 7.10. The Mentee shall cooperate with any reasonable investigation conducted by the Foundation, including by providing relevant information, documents, communications or explanations where reasonably requested.
- 7.11. The Foundation may, where appropriate and lawful, notify a Parent or Guardian, school, institution, authority, regulator, law enforcement body, donor, sponsor or relevant stakeholder of any safeguarding, welfare, legal or ethical concern.
- 7.12. The Foundation shall not be required to continue any mentorship arrangement where it reasonably considers that doing so may expose the Mentee, Mentor, Foundation, Programme or any participant to harm, risk, reputational damage, legal exposure or ethical compromise.

8. MENTOR-MENTEE BOUNDARIES

- 8.1. The Mentee acknowledges that the Mentor's role is to provide guidance, encouragement, developmental support, leadership insight and professional exposure within the framework of the Programme.





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- 8.2. The Mentee shall not place undue reliance on any Mentor and acknowledges that the Mentor is not responsible for the Mentee's personal, educational, financial, emotional, professional or career outcomes.
- 8.3. The Mentee shall not request any Mentor to provide money, employment, sponsorship, bursaries, accommodation, transport, gifts, personal favours, professional services, personal introductions or other benefits outside the scope of the Programme, unless expressly approved by the Foundation.
- 8.4. The Mentee shall not contact a Mentor's employer, family members, business associates, clients, professional contacts or personal network for personal benefit unless expressly authorised by the Mentor and approved by the Foundation.
- 8.5. The Mentee shall not publish, disclose or use any Mentor's name, image, employer details, professional status, contact information or association with the Mentee for personal, commercial, promotional or reputational purposes without the prior written consent of the Mentor and the Foundation.
- 8.6. The Mentee shall not invite, encourage or pressure a Mentor to communicate, meet or interact outside the Programme's approved framework.
- 8.7. The Mentee shall not create the impression that the Mentor, the Mentor's employer, the Foundation or any Foundation stakeholder has endorsed, sponsored, employed, funded or guaranteed the Mentee unless this has been confirmed in writing by the Foundation. Similarly, The Foundation does not guarantee admission to any educational institution, receipt of funding, bursaries, scholarships, employment opportunities, internships, sponsorships, mentorship outcomes or any particular personal, academic, professional or leadership result.
- 8.8. The Foundation may reassign, remove or replace a Mentor at any time where it reasonably considers this necessary for operational, safeguarding, ethical, availability, compatibility or Programme-related reasons.





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- 8.9. The Mentee acknowledges that the Foundation does not guarantee that a particular Mentor will remain assigned to the Mentee for the full duration of the Programme.
- 8.10. The Mentee acknowledges that the Foundation may, in its discretion, assign more than one Mentor to the Mentee at any time, whether concurrently or sequentially, having regard to the developmental needs of the Mentee, Mentor availability, area of expertise, and the objectives of the Programme.

9. REPORTING, COMMUNICATION AND ATTENDANCE

- 9.1. The Mentee shall maintain reasonable communication with the Foundation and any assigned Mentor throughout participation in the Programme.
- 9.2. The Mentee shall use only the communication channels approved by the Foundation or recorded in Schedule 2, unless otherwise authorised by the Foundation.
- 9.3. The Mentee shall provide such information, updates, feedback and reports as may reasonably be requested by the Foundation for Programme administration, monitoring, evaluation, reporting and impact assessment purposes.
- 9.4. The Mentee shall attend scheduled engagements punctually and shall provide reasonable notice if the Mentee is unable to attend.
- 9.5. Repeated non-attendance, late cancellation, non-responsiveness or failure to communicate may constitute grounds for review, suspension or termination of participation.
- 9.6. Where the Mentee is a Minor, the Foundation may communicate with the Parent or Guardian regarding attendance, participation, concerns, safeguarding matters and Programme progress.

10. CONFLICTS OF INTEREST AND PERSONAL BENEFITS

- 10.1. The Mentee shall immediately disclose to the Foundation any actual, potential or perceived conflict of interest arising from participation in the Programme.





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- 10.2. The Mentee shall not use the Programme to obtain undisclosed personal, financial, commercial, professional, reputational or other advantage.
- 10.3. The Mentee shall not solicit, request, receive, offer or facilitate any personal benefit from or to any Mentor, donor, sponsor, stakeholder, Foundation representative or Programme participant without prior written disclosure to and approval from the Foundation.
- 10.4. Any internship, employment opportunity, bursary, funding opportunity, sponsorship, business opportunity, gift, financial support or similar benefit where such opportunity arises directly through the Programme must be disclosed to the Foundation before being accepted.
- 10.5. The Foundation may prohibit, regulate or place conditions on any benefit, opportunity or arrangement where it reasonably considers that such benefit, opportunity or arrangement may create a conflict of interest, ethical issue, safeguarding concern or reputational risk.

11. PROTECTION OF PERSONAL INFORMATION

- 11.1 The Mentee acknowledges and agrees that the Foundation may collect, receive, process, store, and update Personal Information relating to the Mentee for the purposes of the administration, operation, monitoring, evaluation and reporting of the Programme.
- 11.2 The Foundation undertakes to process the Personal Information in accordance with the Protection of Personal Information Act 4 of 2013 ("POPIA") and shall implement reasonable technical, organisational and administrative safeguards designed to protect such information against unauthorised access, disclosure, loss, misuse, alteration or destruction.
- 11.3 The Foundation may process Personal Information for purposes including, but not limited to:
 - 11.3.1 administering the Mentee's participation in the Programme;
 - 11.3.2 facilitating mentorship engagements and Programme activities;





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- 11.3.3 monitoring attendance, participation and developmental progress;
 - 11.3.4 communicating with the Mentee, Parent or Guardian, Mentors and Programme stakeholders where appropriate;
 - 11.3.5 compiling Programme reports, impact assessments and governance records
 - 11.3.6 complying with legal, regulatory, safeguarding and reporting obligations; and
 - 11.3.7 protecting the safety, wellbeing and legitimate interests of Programme participants.
- 11.4. The Foundation shall not disclose the Mentee's Personal Information to any third party except:
- 11.4.1. where required or permitted by law;
 - 11.4.2. where reasonably necessary for the administration of the Programme;
 - 11.4.3. where required for safeguarding, welfare, risk management or participant protection purposes;
 - 11.4.4. where the Mentee or Parent or Guardian has provided the necessary consent; or
 - 11.4.5. where such disclosure is reasonably required for donor, sponsor, governance or reporting purposes, provided that appropriate safeguards are maintained.
- 11.5. The Mentee shall promptly notify the Foundation of any change to Personal Information provided to the Foundation.
- 11.6. Subject to applicable law, the Mentee shall have the right to request access to, correction of or deletion of Personal Information held by the Foundation.
- 11.7. The obligations contained in this clause shall survive termination of this Agreement.





12. LIMITATION OF LIABILITY

- 12.1. The Programme is intended to provide mentorship, developmental support, leadership guidance, professional exposure and personal growth opportunities and does not constitute professional, legal, medical, financial, psychological, educational or employment advice.
- 12.2. The Foundation, its directors, officers, employees, volunteers, Mentors, donors, sponsors and stakeholders shall not be liable for any indirect, consequential, incidental, special, reputational or economic loss arising from or in connection with the Mentee's participation in the Programme.
- 12.3. The Foundation does not warrant or guarantee any specific educational, academic, professional, financial, leadership, personal or career outcome arising from participation in the Programme.
- 12.4. The Mentee indemnifies and holds harmless the Foundation, its directors, officers, employees, volunteers, Mentors, donors, sponsors, stakeholders and representatives against any third-party claim, demand, action, proceeding, loss, liability, damage, cost or expense (including reasonable legal costs) arising from or in connection with:
- 12.4.1. any breach by the Mentee of this Agreement;
- 12.4.2. any unlawful, negligent, dishonest, fraudulent, misleading or wrongful act or omission by the Mentee;
- 12.4.3. any misuse, unauthorised disclosure or unlawful processing of Confidential Information or Personal Information by the Mentee;
- 12.4.4. any conduct by the Mentee which causes harm, loss, damage, injury or reputational prejudice to the Foundation, the Programme, a Mentor, another Mentee or any Programme participant; or
- 12.4.5. any claim brought by a third party arising directly or indirectly from the Mentee's conduct, actions or omissions during participation in the Programme.
- 12.4.6. The indemnity contained in this clause shall survive the termination or expiry of this Agreement.



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- 12.5. To the fullest extent permitted by law, the Foundation's liability arising from or in connection with this Agreement shall be limited to direct damages proven to have been caused by the Foundation's gross negligence or wilful misconduct.
- 12.6. Nothing in this Agreement shall exclude or limit liability to the extent that such exclusion or limitation is prohibited by law.

13. PARENTAL/GUARDIAN CONSENT (FOR MENTEES UNDER 18 YEARS OF AGE)

- 13.1. If the Mentee is under the age of 18 years, this Agreement must be signed by a parent or legal guardian. By signing below, the parent/guardian confirms that:
- 13.1.1. they have read and understood the terms of this Agreement;
- 13.1.2. they consent to the Mentee's participation in the Programme on the terms set out herein;
- 13.1.3. they consent to the collection, processing, and storage of the Mentee's personal information as described in this Agreement; and
- 13.1.4. they assume responsibility for ensuring the Mentee's compliance with the terms of this Agreement.

14. DURATION AND TERMINATION

- 14.1. This Agreement shall commence on the Commencement Date recorded in Schedule 2 and shall continue for the Participation Term recorded therein, unless terminated earlier in accordance with this Agreement. Where no Commencement Date or Participation Term is recorded in Schedule 2, this Agreement shall commence on the date of signature by the Party signing last in time and shall continue for a period of 12 (twelve) months.
- 14.2. Upon expiry of the Participation Term, the Mentee's participation may be renewed, extended or varied by written agreement between the Parties, having regard to the objectives of the Programme, Mentor availability, Programme capacity and the Mentee's continued suitability for participation.





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- 14.3. Either Party may terminate this agreement by giving the other Party 30 (thirty) days' written notice.
- 14.4. The Foundation may suspend the Mentee's participation in the Programme or terminate this Agreement with immediate effect by written notice to the Mentee if:
- 14.4.1. the Mentee commits a material breach of this Agreement and fails to remedy such breach within 14 (fourteen) days after receiving written notice requiring the breach to be remedied;
 - 14.4.2. the Mentee engages in conduct which, in the reasonable opinion of the Foundation, brings or is likely to bring the Foundation, the Programme, any Mentor, donor, sponsor, stakeholder or participant into disrepute;
 - 14.4.3. the Mentee fails to maintain reasonable communication with the Foundation or any assigned Mentor for a period exceeding 1 (one) week without reasonable explanation;
 - 14.4.4. the Mentee fails to participate meaningfully in mentorship engagements, workshops or Programme activities for a period exceeding 14 (fourteen) consecutive days without reasonable justification;
 - 14.4.5. the Mentee engages in conduct which compromises, or is reasonably likely to compromise, the safety, wellbeing, dignity or rights of any participant in the Programme;
 - 14.4.6. the Mentee engages in conduct which constitutes a Safeguarding Concern, Unethical Conduct or a serious breach of the Foundation's policies, procedures, safeguarding requirements or codes of conduct;
 - 14.4.7. the Mentee provides materially false, inaccurate or misleading information to the Foundation; or
 - 14.4.8. the Foundation reasonably determines that the Mentee's continued participation is no longer consistent with the objectives, values, safeguarding requirements or best interests of the Programme, its participants or the Foundation.





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14.5. Upon termination of this Agreement for any reason:

- 14.5.1. the Mentee shall immediately cease participating in the Programme and any activities associated therewith, unless otherwise authorised in writing by the Foundation;
- 14.5.2. the Mentee shall cease representing himself or herself as a participant, beneficiary, ambassador or representative of the Foundation or the Programme;
- 14.5.3. the Mentee shall, upon request, return, destroy or permanently delete any Programme Materials, Confidential Information, records or Personal Information in his or her possession or control;
- 14.5.4. the Foundation may terminate any access granted to the Mentee in respect of Programme resources, platforms, communications groups, systems or events;
- 14.5.5. termination shall not affect any rights, obligations or liabilities accrued prior to the date of termination; and
- 14.5.6. any provision of this Agreement which by its nature is intended to survive termination, including confidentiality, data protection, safeguarding, intellectual property, indemnity and limitation of liability provisions, shall remain of full force and effect notwithstanding such termination

15. GENERAL PROVISIONS

- 15.1. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements, understandings, representations, and warranties, whether written or oral.
- 15.2. **Amendment:** No amendment or variation of this Agreement shall be valid unless in writing and signed by both Parties.
- 15.3. **Waiver:** No failure or delay by either Party in exercising any right or remedy under this Agreement shall constitute a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any further exercise thereof or the exercise of any other right or remedy.





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- 15.4. **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- 15.5. **Assignment:** The Mentor may not assign or transfer any of the Mentor's rights or obligations under this Agreement without the prior written consent of the Foundation.
- 15.6. **Notices:** Any notice or communication required or permitted under this Agreement shall be in writing and shall be delivered by email to the email addresses set out below or to such other email address as may be notified by a Party from time to time.
- 15.7. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.
- 15.8. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 15.9. Any dispute arising from or in connection with this Agreement shall first be referred to mediation, save where urgent interim relief is required. If the dispute is not resolved within 14 (fourteen) days of referral to mediation, either Party may pursue such remedies as may be available at law.
- 15.10. The Parties consent to the jurisdiction of the courts of the Republic of South Africa.





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16. SIGNATURES

The Parties hereby acknowledge that they have read, understood and agree to be bound by the terms and conditions of this Agreement.

FOR THE FOUNDATION

THAPEDI REFILWE MENTORSHIP AND LEADERSHIP FOUNDATION NPC

Name: Refilwe Mphego

Capacity: Founder

Signature: _____

Date: _____

Place: _____

FOR THE MENTEE

MENTEE

Full Name: _____

Identity Number: _____

Signature: _____

Date: _____

Place: _____





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PARENT / GUARDIAN CONSENT, IF THE MENTEE IS A MINOR

I, the undersigned parent or legal guardian, confirm that I have read and understood this Agreement and consent to the Mentee's participation in the Programme on the terms and conditions contained herein.

PARENT / LEGAL GUARDIAN

Full Name: _____

Relationship to Mentee: _____

Identity Number: _____

Contact Number: _____

Email Address: _____

Signature: _____

Date: _____

Place: _____

