



THAPEDI REFILWE
MENTORSHIP AND LEADERSHIP
FOUNDATION

www.trfoundation.co.za
info@trfoundation.co.za
+27 76 309 9579

"Empowering Youth. Building Leaders."

MENTORSHIP AGREEMENT

between

THAPEDI REFILWE MENTORSHIP AND LEADERSHIP FOUNDATION NPC

(Registration Number: 2026/406501/08)

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

and

THE MENTOR

as further described in Schedule 1 hereinbelow

(**"Mentor"**)

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





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SCHEDULE: 1

MENTOR INFORMATION

Item	Details
Full Name of Mentor	
Identity Number / Passport Number	
Residential Address	
Email Address	
Contact Number	
Occupation / Profession	
Current Employer / Organisation	
Professional Designation / Registration Number, if applicable	
Area(s) of Expertise	
Province / Region	

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





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SCHEDULE 2
DETAILS OF MENTORSHIP

Item	Details
Commencement Date	
Term of Participation	





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1. INTRODUCTION AND BACKGROUND

- 1.1. The Foundation is a non-profit company and a structured mentorship and leadership development initiative established to identify, support and empower young individuals who demonstrate potential including from rural communities, under-resourced backgrounds, schools and tertiary education environments, under the guiding principle: *"Empowering youth. Building leaders"*.
- 1.2. The purpose of the Foundation is to contribute meaningfully towards youth upliftment and sustainable community development, bridging the gap between ambition and access by equipping mentees with practical skills, professional exposure, guidance and mentorship from a network of experienced professionals required to develop their confidence, unlock opportunities, make informed educational and career decisions, and participate meaningfully in their communities and future professions.
- 1.3. The Foundation has invited the Mentor to participate in its mentorship programme, as a voluntary mentor, which invitation the Mentor has accepted, on the terms and conditions set out in this Agreement.
- 1.4. The Parties wish to record the terms of their agreement in writing.

DEFINITIONS AND INTERPRETATION

2. In this Agreement, unless the context indicates otherwise:

- 2.1. **"Agreement"** means this Mentorship Agreement, including any annexures, schedules, and amendments thereto;
- 2.2. **"Annexure A"** means the annexure to this Agreement setting out the Mentorship Activities selected by the Mentor;
- 2.3. **"Commencement Date"** means the commencement date recorded in Schedule 2, or if no date is recorded, the date of signature of this Agreement by the Party signing last in time;





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- 2.4. **"Confidential Information"** means all information, whether written, oral, electronic, or in any other form, disclosed by either Party to the other or accessed by the Mentor in connection with this Agreement, the Programme, the Foundation, any Mentee or any Mentorship Activities, including but not limited to Personal Information, programme materials, beneficiary information, operational or commercial information, donor or stakeholder information, and any information which by its nature ought reasonably to be treated as confidential;
- 2.5. **"Foundation"** means Thapedi Refilwe Mentorship and Leadership Foundation NPC, Registration Number 2026/406501/08, being a non-profit company duly incorporated in accordance with the laws of the Republic of South Africa;
- 2.6. **"Mentee"** means any participant, beneficiary, learner, student or young person in the Programme who has been introduced to, assigned to or otherwise supported by the Mentor under the Programme;
- 2.7. **"Mentor"** means the individual whose details are recorded in Schedule 1 and who has agreed to participate in the Programme as a voluntary mentor;
- 2.8. **"Mentorship Activities"** means mentorship, guidance, support, training, development, networking, career guidance and related activities selected or undertaken by the Mentor as set out in terms of Annexure A and this Agreement;
- 2.9. **"Minor"** means any person under the age of 18 (eighteen) years;
- 2.10. **"Personal Information"** has the meaning ascribed thereto in the Protection of Personal Information Act 4 of 2013 and includes any personal information relating to the Mentor, Mentees, Minors, beneficiaries, representatives, donors, stakeholders or any other identifiable natural or juristic person processed in connection with the Programme;
- 2.11. **"POPIA"** means the Protection of Personal Information Act 4 of 2013, as amended from time to time;





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- 2.12. **"Programme"** means the Foundation's mentorship and leadership development programme established to support, guide and empower young people through mentorship, professional exposure, career guidance and related upliftment activities;

3. APPOINTMENT AND ACCEPTANCE

- 3.1. The Foundation hereby appoints the Mentor as a voluntary mentor under the Programme, and the Mentor hereby accepts such appointment, subject to the terms and conditions contained in this Agreement.
- 3.2. The Mentor's appointment shall commence on the Commencement Date and shall continue for the period recorded in Schedule 2 until terminated earlier in accordance with the provisions of this Agreement.
- 3.3. The Mentor acknowledges and agrees that participation in the Programme is undertaken on a voluntary and unpaid basis in support of the Foundation's objectives and that nothing contained in this Agreement shall be construed as creating an employment relationship, partnership, joint venture, agency relationship, or any other relationship giving rise to remuneration, benefits or authority to bind the foundation.

4. MENTOR'S OBLIGATIONS

- 4.1. The Mentor undertakes to:
- 4.1.1. perform duties including but not limited the Mentorship Activities noted in Annexure A
 - 4.1.2. actively contribute to the achievement of the objectives of the Programme, including the personal, educational, professional, and leadership development of the Mentees;
 - 4.1.3. prioritise and promote the safety, wellbeing, dignity and best interests of all Mentees, particularly Minors;





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- 4.1.4. prior to mentor selection process of the Programme, provides consent to undergo identity verification, any required valid background screening or reference checks, including but not limited to police clearance checks or other vetting processes, as may reasonably required by the Foundation, particularly where Mentorship Activities involve Minors or vulnerable persons;
- 4.1.5. maintain appropriate professional boundaries with all Mentees at all times and refrain from any conduct, communication or interaction which may be inappropriate, exploitative, coercive, discriminatory, harassing or inconsistent with the values of the Foundation;
- 4.1.6. immediately report to the Foundation any concerns, incident, complaint or circumstance regarding the safety, welfare, wellbeing, dignity or protection of a Mentee, particularly where such concern involves a Minor or vulnerable person;
- 4.1.7. not provide professional advice (including but not limited to legal, medical, financial, or psychological, therapeutic or counselling advice) unless duly qualified, registered and authorised to provide such advice, and such advice falls within the scope approved by the Foundation;
- 4.1.8. immediately upon becoming aware, refer any Mentee requiring specialist, professional, therapeutic, counselling, medical, legal, or other support to the Foundation, which shall determine the appropriate referral or intervention process;
- 4.1.9. attend the required training sessions, meetings and programme-related engagements as may be recommended and required by the Foundation;
- 4.1.10. perform all duties and conduct himself or herself with integrity, honesty, professionalism, respect and accountability, and in a manner which upholds and does not prejudice the reputation, objectives, values or credibility of the Foundation.
- 4.1.11. comply with all policies, procedures, and regulatory requirements of the Programme, including any reporting and information requirements, as amended from time to time.





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- 4.1.12. timeously provide reports, feedback forms, attendance records or programme updates as may reasonably be requested by the Foundation from time to time; and
- 4.1.13. maintain such records of Mentorship Activities as may reasonably be required by the Foundation and provide periodic updates regarding mentee engagement, attendance, progress, concerns and outcomes.

5. FOUNDATION'S OBLIGATIONS

5.1. The Foundation undertakes to:

- 5.1.1. provide the Mentor with appropriate orientation, guidance and information regarding the Programme, the Foundation's objectives and the Mentor's role within the Programme;
- 5.1.2. assign Mentees to the Mentor, where applicable, having regard to the Mentor's selected Mentorship Activities, area of expertise, availability and the needs of the relevant Mentees;
- 5.1.3. provide the Mentor with reasonable support, information and resources necessary for the performance of the Mentorship Activities;
- 5.1.4. provide reasonable guidance regarding the manner in which mentorship engagements are to be conducted, including any applicable reporting, communication or programme requirements;
- 5.1.5. track Mentee progress and Programme participation, where applicable, and provide the Mentor with reasonable feedback, or updates relevant to the Mentor's participation in the Programme;
- 5.1.6. recognise the Mentor as a founding Mentor or programme contributor on the Foundation's digital platforms and communication material (subject to the Mentor's prior consent);





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- 5.1.7. provide regular reporting on Programme impact and beneficiary reach, in accordance with the Foundation's requirements where applicable and at intervals determined by the Foundation.

6. CONFIDENTIALITY

6.1. The Mentor undertakes to:

- 6.1.1 keep all Confidential Information strictly confidential and not disclose it to any third party without the prior written consent of the Foundation;
- 6.1.2 use Confidential Information solely for the purpose of performing the Mentorship Activities and participating in the Programme;
- 6.1.3 take all reasonable steps to prevent unauthorised access to, use of, copying, loss or disclosure of Confidential Information;
- 6.1.4 not use Confidential Information for any personal, commercial, professional or other purpose unrelated to the Programme
- 6.1.5 immediately notify the Foundation of any actual or suspected unauthorised access to, disclosure of, misuse of or loss of Confidential Information; and
- 6.1.6 return, delete or destroy all Confidential Information upon termination of this Agreement or upon request by the Foundation, subject to any retention required by law.

6.2. The obligations of confidentiality contained in this clause shall survive the termination of this Agreement for a period of 5 (five) years.

7. DATA PROTECTION

7.1. The Mentor acknowledges that in performing the Mentorship Activities, the Mentor may have access to Personal Information relating to Mentees, Minors, beneficiaries, representatives of the Foundation and other individuals connected to the Programme.





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7.2. The Mentor undertakes to:

- 7.2.1 process Personal Information only in accordance with the Foundation's instructions and solely for the purpose of performing the Mentorship Activities and participating in the Programme;
- 7.2.2 comply with all applicable provisions of POPIA and any data protection, confidentiality, or information security requirements communicated by the Foundation;
- 7.2.3 treat all Personal Information as confidential and not disclose, copy, retain, share or use Personal Information for any purpose unrelated to the Programme;
- 7.2.4 implement appropriate and reasonable, technical and organisational measures to protect Personal Information against unauthorised access, disclosure, loss, damage, misuse or destruction;
- 7.2.5 notify the Foundation immediately of any actual or suspected data breach involving Personal Information; and
- 7.2.6 not transfer Personal Information outside the Republic of South Africa without the prior written consent of the Foundation.

8. INTELLECTUAL PROPERTY

- 8.1. The Foundation grants the Mentor limited, revocable permission to use the Foundation's name, logo, and branding solely for the purposes directly connected with the approved Mentorship Activities, subject to the Foundation's prior approval.
- 8.2. The Mentor shall not use the Foundation's name, logo, branding, materials or reputation for any personal, commercial, promotional or unauthorised purpose.
- 8.3. All intellectual property rights in the Foundation's name, logo, branding, programme materials and related content shall remain vested in the Foundation.





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9. LIABILITY AND INDEMNITY

9.1. The Mentor shall not be liable to the Foundation for any loss, damage, cost or expense arising from the performance of the Mentorship Activities in good faith, except to the extent that such loss, damage, cost or expense arises as a result of the Mentor's gross negligence, wilful misconduct, fraud, breach of this Agreement or contravention of any applicable law.

9.2. The Mentor hereby indemnifies and holds harmless the Foundation, its directors, officers, employees, volunteers, representatives and agents against any claims, actions, losses, damages, liabilities, penalties, costs, and expenses (including legal costs on an attorney-and-client scale) arising from or in connection with:

9.2.1. any breach by the Mentor of the provisions of this Agreement;

9.2.2. any negligent, unlawful, wrongful, dishonest or fraudulent act or omission by the Mentor in the performance of the Mentorship Activities;

9.2.3. any breach of confidentiality, data protection or privacy obligations by the Mentor;

9.2.4. any conduct by the Mentor which causes harm to a Mentee, beneficiary, Minor or third party; and

9.2.5. any unauthorised representation made by the Mentor on behalf of the Foundation.

9.3. The provisions of this clause shall survive the termination of this Agreement.

10. TERMINATION

10.1. Either Party may terminate this Agreement at any time by giving the other Party not less than 30 (thirty) days' prior written notice.





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10.2. The Foundation may suspend the Mentor's participation in the Programme or terminate this Agreement with immediate effect by written notice to the Mentor if:

- 10.2.1. the Mentor commits a material breach of this Agreement and fails to remedy such breach within 7 (seven) days of deemed receipt of the written notice requiring the breach to be remedied;
- 10.2.2. the Mentor engages in conduct which, in the reasonable opinion of the Foundation, brings or is likely to bring the Foundation, its beneficiaries, stakeholders or the Programme into disrepute;
- 10.2.3. the Mentor fails to maintain reasonable communication with the Foundation for a period exceeding 30 (thirty) consecutive days without reasonable explanation, or abandons, neglects or repeatedly fails to fulfil mentorship commitments undertaken in terms of this Agreement;
- 10.2.4. the Mentor engages in any unethical, inappropriate, exploitative, abusive, discriminatory, harassing, intimidating or otherwise unacceptable conduct towards a Mentee or any participant in the Programme;
- 10.2.5. the Mentor engages in conduct which may compromise the safety, wellbeing, dignity or best interests of any Mentee, particularly a Minor;
- 10.2.6. the Mentor refuses or fails to comply with any vetting, reporting or compliance requirements reasonably imposed by the Foundation;
- 10.2.7. the Foundation reasonably determines that the continued participation of the Mentor is no longer in the best interests of the Programme, its beneficiaries or the Foundation; and
- 10.2.8. the Mentor is convicted of, or formally charged with, any criminal offence involving dishonesty, violence, abuse, exploitation or harm to any person, where the Foundation reasonably determines that the Mentor's continued participation may prejudice the Programme, its beneficiaries or the Foundation.





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10.3. Upon termination of this Agreement for any reason:

the Mentor shall immediately cease all Mentorship Activities, unless otherwise authorised in writing by the Foundation;

10.3.1. the Mentor shall return, delete or destroy all Confidential Information and Personal Information, records, documents, materials and property relating to the Foundation, the Programme or any Mentee;

10.3.2. the Mentor shall immediately cease representing himself or herself as a mentor, representative, ambassador, affiliate or contributor of the Foundation; and

10.3.3. termination shall not affect any rights, obligations or liabilities which accrued prior to the date of termination.

10.4. any provisions of this Agreement which by their nature are intended to survive termination, including but not limited to confidentiality, data protection, intellectual property and indemnity obligations, shall continue in full force and effect.

11. DISPUTE RESOLUTION

11.1. In the event of any dispute arising out of or in connection with this Agreement, the Parties shall first attempt to resolve the dispute through good faith negotiations.

11.2. If the dispute is not resolved through negotiations within 14 (fourteen) days, the Parties shall submit the dispute to mediation in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA).

11.3. If the dispute is not resolved through mediation within 30 (thirty) days, either Party may refer the dispute to arbitration in accordance with the rules of AFSA. The arbitration shall be held in Cape Town before a single arbitrator agreed upon by the Parties or, failing agreement, appointed by AFSA.





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11.4. The decision of the arbitrator shall be final and binding on the Parties and may be made an order of any court of competent jurisdiction.

11.5. Nothing in this clause shall preclude either Party from seeking urgent interim relief from a court of competent jurisdiction.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

13. GENERAL PROVISIONS

13.1. **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.

13.2. **Amendment:** No amendment or variation of this Agreement shall be valid unless in writing and signed by both Parties.

13.3. **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.

13.4. **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.

13.5. **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.





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13.6. **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.

13.7. **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.

SIGNATURE

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

FOR THE FOUNDATION:

Signature: _____

Name: Refilwe Mphego

Capacity: Founder and Director

Date: _____

FOR THE MENTOR:

Signature: _____

Name: _____

Date: _____





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ANNEXURE A: MENTORSHIP ACTIVITIES

The Mentor agrees to provide mentorship in respect of the following activities :

Academic and Career Guidance

- ☐ Guide high-school learners through tertiary applications and admissions processes
- ☐ Support high-school learners with bursary and scholarship applications
- ☐ Encourage reading culture and intellectual curiosity

Professional Development

- ☐ Provide training and encourage integrity and ethical leadership
- ☐ Provide training and mentorship to students in your field.
- ☐ Provide training on workplace etiquette and professionalism
- ☐ Prepare students for internships, learnerships, and graduate programmes
- ☐ Introduce Mentees to professional networks and opportunities

Personal and Emotional Support

- ☐ Serve as a trusted and consistent adult role model
- ☐ Provide emotional encouragement and encourage accountability
- ☐ Help Mentees build confidence and resilience
- ☐ Encourage healthy communication and conflict resolution
- ☐ Promote mental wellness and self-worth

