

FREELANCE CONTRACT

Made and entered into between:

Goethe-Institut South Africa
119 Jan Smuts Avenue
Johannesburg 2193
(*domicilium citandi et executandi*)
Registration number: xx

Represented by: Name, title, duly authorized,

(hereinafter referred to as "**Client**")

And

Name: xx
RSA ID Number or DOB: xx
Passport number if no ID: xxx
Issuing country of Passport: xxx
RSA Tax Number: xx
Physical Address: xx
(*domicilium citandi et executandi*)

Cell phone Number: xx
E-Mail address: xx
(hereinafter referred to as "**Freelancer**")

The Client and the Freelancer shall collectively be referred to as the "**Parties**".

1. PURPOSE OF THE CONTRACT

The purpose of this Contract is to record the terms and conditions under which the **Client** engages the **Freelancer** to provide certain independent freelance services, as described in Annexure "A", and under which the **Freelancer** agrees to render such Services to the **Client**.

2. NATURE OF RELATIONSHIP

- 2.1 The **Freelancer** is engaged as an independent contractor. This Contract is not intended to create or evidence an employment relationship, partnership, agency or joint venture. The **Freelancer** also does not stand in an employee-like relationship with the **Client**.
- 2.2 The **Freelancer** places on record that at the time of signing this Contract, the **Freelancer** is uninterested in permanent employment. The **Client** also specifically places on record that if the **Freelancer** does become interested in obtaining permanent employment, the **Freelancer** will immediately terminate this Contract in order to pursue that objective.
- 2.3 The **Freelancer** shall not be entitled to employee benefits, such as pension, UIF (unemployment insurance fund), or medical aid contributions. The **Freelancer** is also not entitled to any benefits in terms of any labour legislation or laws.
- 2.4 The **Freelancer** shall act free of instructions in the fulfilment of the tasks and type of execution and is subject only to terms of the Contract.
- 2.5 The **Freelancer** will be independent as regards time management and place of performing the services, subject only to agreed milestones or deadlines. Where the Services must be

rendered at the **Client's** premises or at the specific service address, or during certain hours reasonably required, the **Freelancer** shall accommodate such requirements, provided that such directions relate only to the outcome and logistics of the Services and shall not affect the status of the **Freelancer** as an independent contractor.

2.6 The **Freelancer** is not subject to a non-competition clause with respect to the **Client**. The **Freelancer** is free to offer its Services elsewhere on the market and ensures to provide comparable Services for other clients as well.

2.7 The **Freelancer** must not act or speak on behalf of, or to bind the **Client** in any way, unless the **Client** has given the **Freelancer** specific written authorisation to do so.

3. **OBLIGATIONS OF THE FREELANCER**

3.1 **The Services**

3.1.1 The scope of the Services to be performed under this Contract is set out in the annexure marked **Annexure "A"** hereto.

3.1.2 The **Freelancer** will perform the services with due skill, in a professional and respectful manner, consistent with the objectives of the **Client**, and shall comply with all reasonable, applicable organisational policies, safety requirements, security regulations and procedures.

3.2 **Information and documentation to be provided to the Client**

The **Freelancer** shall provide the **Client** with any and all information and documentation relating to the Services carried out by the **Freelancer** upon request.

3.3 **Service meetings**

The **Freelancer** shall ensure that the **Freelancer** attends service meetings at the **Client's** premises or online as and when required by the **Client**.

3.4 **Tools**

The **Freelancer** shall be responsible for obtaining and maintaining all tools and equipment necessary to perform the agreed Services in terms of this Contract.

3.5 **Confidentiality, return of property**

3.5.1 During the duration of the Contract and beyond the **Freelancer** shall keep confidential any information of the **Client**, that is not in the public domain and whose secrecy is in the legitimate interest of the **Client**. The **Freelancer** shall not disclose such information without prior written consent or use it for the **Freelancer's** own benefit or for any other purpose whatsoever other than for the purpose for which it was disclosed. It does not apply if there is an obligation to disclose by law.

3.5.2 "Confidential Information" includes but is not limited to: any information in respect of know-how, systems, business methods, marketing methods, promotional plans, financial models, long-term plans, details of the financial structure, company organization, work contents and operation results of the **Client**; the contractual and financial arrangements between the **Client** and other parties with whom it has business arrangements of whatsoever nature; personal data, details of the Client's customer and supplier base and their personal information and all other matters relating to the **Client**, which is of a confidential nature.

3.5.3 Upon termination of the Contract, the **Freelancer** undertakes, at the simple request of the **Client** at any time and without further request, to hand over to the **Client** all objects and documents made available to the **Freelancer** for the fulfilment of the commission in the form of copies, data carriers, etc. The right of retention is excluded.

3.6 **Avoiding a conflict of interest**

During the terms of this Contract, the **Freelancer** shall:

3.6.1 Avoid any actual or potential conflict of interests of the **Client**.

3.6.2 Advise the **Client** immediately of any conflict of interest that may arise or has arisen.

4. **OBLIGATIONS OF THE CLIENT**

4.1 **Information**

The **Client** shall give reasonable guidance and provide any requested and necessary information to the **Freelancer** to enable the **Freelancer** to perform the Services and fulfil the obligations under this Contract. Details are defined in **Annexure "A"**.

4.2 **Payment**

Upon performance of the Services from the **Freelancer** for the rendering of the Services, the **Client** shall pay for the Services in accordance with the terms of this Contract.

5. **FEES AND PAYMENT**

5.1 **Payment fee**

The **Client** will pay the **Freelancer** a compensation according to the payment schedule set out in the **Annexure "A"**.

5.2 **Payment terms**

5.2.1 The Payment will be made upon completion of the Services required and receipt of an invoice from the **Freelancer**. The due date is specified in **Annexure "A"**.

5.2.2 The invoice shall be addressed to the Goethe-Institut South Africa carrying the following details: invoice number, invoice date, contact details of the **Freelancer**, description of Service, amount due and currency, banking details.

5.2.3 Should the **Freelancer** be or become registered for Value added Tax (VAT), the Service fee set in the Annexure "A" shall be inclusive of such VAT and the **Freelancer** must meet all requirements for a legal VAT invoice.

5.2.4 Payment shall be made via EFT (Electronic funds transfer) into the bank account as provided in Annexure "A".

5.2.5 The bank account must be in the name of the **Freelancer**. If otherwise, the third-party declaration shall be provided.

5.2.6 In the event of an overpayment by the **Client**, the **Freelancer** must refund the **Client** the overpayment.

5.2.7 If the agreed **Services** are not provided, the **Service Fee** will not be payable.

5.2.8 Payment of the Service Fee shall be subject to the satisfactory performance of the Services, as determined reasonably and in good faith by the **Client**. In the event, that the Services are not performed to the required standard, the **Client** shall be entitled

to withhold payment or reduce the Service Fee proportionally to the extent of the defective performance in accordance with the Breach clause 12.1.

5.3 **Other expenses**

Only the costs explicitly agreed upon as per **Annexure "A"** of this Contract will be covered. Any additional expenses or claims require prior written approval.

6. **TAXATION**

6.1 The **Freelancer** is wholly responsible for any personal income tax obligations arising from the Service Fee received, in accordance with SARS or the Freelancer's tax residence country requirements. The **Client** cannot be held responsible or is in any way liable for any associated issues.

6.2 The **Client** shall not be liable for any Tax, UIF or other statutory deductions and their payment to SARS, unless legally required to withhold, in which case the **Freelancer** consents to such deductions.

6.3 It is recorded that the **Client** will report to the South African Revenue Services ("SARS") only such amounts paid to the **Freelancer**, as are legally reportable, should the **Freelancer** be liable for tax in South Africa.

6.4 The **Freelancer** indemnifies the **Client** against any liability or claims of SARS or any other revenue authorities whether in South Africa or abroad (PAYE, VAT), Workman's Compensation Board, Unemployment Insurance (UIF), Bargaining Council levies, if applicable. This indemnity shall not apply to the extent that such liability arises solely from the **Client's** wrongful act or omission.

7. **INTELLECTUAL PROPERTY AND INVENTIONS**

7.1 No rights of ownership to the Intellectual property of the **Client** are transferred under this Contract to the **Freelancer**, such as all current and future registered and unregistered rights (including rights held or acquired from a third person by agreement in the nature of license or similar) in respect of copyright, designs, trademarks, know-how, confidential information, inventions, and all other intellectual property in relationship to the Service.

7.2 All intellectual property, copyright, and related rights in any works, materials, software, designs, reports, training content, or other deliverables created by the **Freelancer** specifically for the **Client** during the performance of the Services shall, upon full payment of the agreed fees, be assigned to and vest in the **Client**.

7.3 Nothing in this Contract shall be construed as transferring ownership of the **Freelancer's** general know-how, methodologies, or tools of trade.

7.4 The **Freelancer** retains ownership of any pre-existing intellectual property incorporated into the deliverables, but grants the **Client** a non-exclusive, royalty-free license to use such elements as incorporated into the work product.

7.5 The **Freelancer** must not do or permit or omit to do any act which infringes the Intellectual Property of the **Client** or any third party while performing the Services.

7.6 The **Freelancer** is entitled to inventions made while fulfilling the contract. The **Freelancer** undertakes, however, to transfer the rights in such inventions without restriction to the **Client** at a separate fee, on which the parties shall reach an agreement. If the object of the commission within the framework of this freelance employment relationship is precisely the development of the invention, then this invention is compensated with the service fee and the **Freelancer** is obliged to transfer the rights, title and interest to the **Client** free of charge. In both instances the **Freelancer** is to be acknowledged as the inventor under South African patent law.

8. PHOTOGRAPHIC CONSENT

- 8.1 The **Freelancer** agrees that, for the purpose of the Services rendered, the **Client** may take photographs or video recordings of the **Freelancer**. The **Freelancer** grants permission for the **Client** to use such photographs or recordings for purposes related to the **Client's** activities, including communications, publications, or promotional materials.
- 8.2 The **Freelancer** understands and accepts that the **Client** will use such materials responsibly and respectfully. To the extent permitted by law, the **Freelancer** releases the **Client** and its employees, agents and contractors from liability arising from the reasonable use of the photographs or recordings, and waives any claim for invasion of privacy in connection with such use.

9. LIABILITY AND INDEMNITY

- 9.1 **Each Party** is responsible for its own acts and omissions and shall indemnify and hold **the other party** (including its employees, directors, agents, service providers and representatives) harmless against any direct damages, reasonable expenses, legal costs and losses suffered to persons or property, arising from its own negligence, wilful misconduct or breach of this Contract. **Neither party** shall be liable for any indirect or consequential loss (including loss of profits or business), except in cases of gross negligence, fraud, or wilful misconduct. The total liability of **either Party** under this contract shall not exceed the total fees payable under this contract, except for gross negligence, fraud, or wilful misconduct.
- 9.2 In particular, the **Freelancer** shall be solely responsible for the safety and well-being of itself while on the **Client's** premises and shall indemnify and hold the **Client** harmless against any claims, damages, injuries, or losses arising in connection therewith, except to the extent caused by the gross negligence or wilful misconduct of the **Client**.
- 9.3 The **Freelancer** shall be liable for any acts or omissions of subcontractors, assistants, or agents engaged in the performance of the Services to the extent that such acts or omissions arise from the **Freelancer's** negligence in selecting, supervising, or instructing them.

10. GUARANTEES AND ASSUARANCES

- 10.1 The **Freelancer** warrants that the **Freelancer** has the expertise, qualifications, and the capacity to perform the Services.
- 10.2 The **Freelancer** guarantees that materials or content provided are, to the best knowledge of the **Freelancer**, original and do not infringe the rights of any third party, which could limit or interfere with utilisation by the **Client**, and as a precaution releases the **Client** from all claims of third Parties.
- 10.3 Should the **Freelancer** be unable to complete the services by the agreed date or for the full period, the **Freelancer** shall notify the **Client** in writing without delay, stating the reasons, and where possible, providing a revised completion date. The **Client** may, in its discretion, extend or adjust timelines; or accept partial completion with the pro-rata payment of the Service fee.
- Persistent or unexplained failure to complete the services, or failure to notify the **Client** in accordance with this clause, may be treated as **non-performance** and give rise to termination under the immediate Termination provision of this Agreement.
- 10.4 The **Freelancer** will avoid any conduct during the services that may reasonably harm the reputation or interests of the **Client**, its clients, or its employees.

11. COMMENCEMENT AND TERMINATION

- 11.1 **Commencement and Duration**

This Contract shall commence on the date of signature by the last Party and shall continue until the completion of the services and the last payment of the Service Fee, unless terminated earlier in accordance with this Contract.

11.2 **Termination by Notice**

Either party may terminate this Agreement by giving **30 calendar days** written notice to the other Party.

11.2.1 If the Contract is terminated by either Party before the commencement of the Service, the Party initiating termination shall reimburse the other party for any reasonable and evidenced costs directly incurred in the preparation or in reliance on the engagement, provided that such reimbursement shall not extend to the full service fee.

11.2.2 If the Contract is terminated while the Service is in progress, the **Freelancer** shall be entitled to a pro rata portion of the Service fee for the Service already performed. By mutual agreement, the **Freelancer** may propose a suitably qualified substitute, subject to **Client's** prior approval, to complete the remaining portion of the Service. In such case, the substitute shall perform under the responsibility and coordination of the **Freelancer**, and the **Client** shall remain liable only to the **Freelancer** for payment in terms of this Contract. The **Freelancer** shall remain fully accountable for the quality and completion of the Engagement, whether performed personally or through an approved substitute. No additional costs shall arise for the **Client**. The total contract value shall remain unchanged, unless otherwise agreed in writing.

11.3 **Immediate Termination**

Notwithstanding the above, **either Party** may terminate this Agreement immediately by written notice, if the **other Party** engages in gross misconduct, fraud or intentional harm, breaches confidentiality or intellectual property obligations, or the **Freelancer** repeatedly fails to follow the **Client's** reasonable policies, procedures and safety standards.

11.4 **Force Majeure clause**

Neither Party shall be held liable for any failure or delay in performing its obligations under this Contract if such failure or delay results from circumstances beyond its reasonable control, including but not limited to natural disasters, epidemics, pandemics, government regulations, strikes, or other unforeseen events. In such cases, the affected party shall promptly consult in good faith to determine whether the Contract should be suspended, adjusted or terminated without liability.

11.5 **Rights and obligations after Termination**

Termination of this Contract for any reason does not affect provisions that give **either Party** rights or obligations, which continue after termination. Those provisions will remain in full force. Termination also does not affect any rights already accrued by either Party at the date of termination, including payment for work performed and any reasonable expenses (if applicable).

12. **BREACH**

12.1 Should the **Freelancer** fail to perform any of its obligations in terms of this Contract or if **either Party** commits a breach of any material term of this Contract, other than mentioned in 11.3, the non-breaching Party may give the breaching Party written notice requiring it to remedy the breach within 7 (seven) days of receipt of such notice. If the breach is not remedied within that period, the non-breaching Party shall be entitled, without prejudice to any other rights or remedies it may have, to terminate this Agreement with immediate effect by written notice and/or claim damages or other relief to which it may be entitled in law.

12.2 Should **either party** commit a breach, and the non-breaching Party instructs attorney to take measures for the enforcement of the non-breaching Party's rights, the breaching Party shall be liable for the reasonable legal costs incurred by the non-breaching Party, on an attorney-and-client scale.

13. **LIMITATION OF CLAIMS**

Any claims by **either Party** arising from this Contract must be made in writing within 6 months after the claiming Party becomes aware, or could reasonably have become aware, of the facts giving rise to the claim, provided that in any event no claim may be brought later than 2 years after the termination of this Agreement. This limitation shall not apply to claims which are legally non-forfeitable under South African law.

14. **DATA PROTECTION**

14.1 The **Freelancer** authorizes the **Client** to use, review and process any personal information provided by the **Freelancer** in the course of providing the **Services**.

14.2 The **Freelancer** acknowledges that the **Freelancer** understands that the **Freelancer's** right to privacy and the right to have the **Freelancer's** personal information processed in accordance with the conditions for the lawful processing of personal information set out in the Protection of Personal Information Act 4 of 2013 according to South African law. The **Freelancer** consents for the **Client** to collect, process and distribute relevant personal information, where the **Client** is legally required to do so.

14.3 The **Freelancer** acknowledges that the **Freelancer** understands that third parties, included but not limited to, the South African Revenue Services have access to the **Freelancer's** personal information and the **Freelancer** consents to the **Client** sharing the **Freelancer's** personal information with such third parties.

15. **DOMICILIUM AND NOTICES**

15.1 The **Parties** choose as their *domicilium citandi et executandi* (legal address) for all purposes of giving of any notice, payment of any sum, serving of any process and for any other purpose arising from this agreement the addresses as set out on page 1 hereof.

15.2 Each **Party** shall be entitled from time to time, by written notice to the other **Party**, to vary its domicilium to any other physical address.

15.3 Any notice given and any payment made by a **Party** to the other **Party** shall be deemed to have been received:

- if delivered by hand at the addressee's domicilium, on the date of the delivery,
- if sent by prepaid registered post, 5 (five) days after posting, unless the sender is notified of earlier receipt.
- If sent by email to the designated email address, on the date of transmission, provided that no delivery failure notification is received.

16. **JURISDICTION**

16.1 This agreement is governed by and construed in accordance with the laws of the Republic of South Africa.

16.2 The parties hereby consent to the non-exclusive jurisdiction of any Magistrate's Court in the Republic of South Africa for any disputes arising out of or in connection with this agreement, even if for the dispute normally beyond the jurisdiction of that court.

17. **GENERAL PROVISIONS**

- 17.1 No remedy granted by this agreement shall exclude any other remedy available at law.
- 17.2 This agreement constitutes the whole agreement between the parties and no warranties or representations whether express or implied have been given or made by the **Client** to the **Freelancer**.
- 17.3 No amendment to this agreement or any consensual cancellation thereof or any part thereof shall be binding on the parties unless reduced to a written document and signed by both parties.
- 17.4 Each clause of this agreement is severable. In the event of a court finding a clause invalid it shall be deemed severed from the rest of this agreement.
- 17.5 If **either Party** chooses not to enforce, or delays the enforcing any right under this Contract, that does not mean that the Party has waived that right. The Party may still enforce the right at any later time, and such relaxation does not prevent the Party from enforcing the Contract strictly in the event of any further breach.
- 17.6 This agreement shall not be assigned, ceded or delegated by any party without the prior written consent of the other party.

With their legally binding signatures, both parties agree to the stipulations mentioned above.

Signed at Johannesburg on this the..... day of 2026

THE FREELANCER

Signed at Johannesburg on this the..... day of 2026

Represented by:

Designation:

FOR THE CLIENT, duly authorised

SERVICES

1. PROJECT DESCRIPTION

XXXXXXXXXX

2. SERVICES OF THE FREELANCER

The Freelancer agrees to perform the following Services (clear description of the tasks/outputs):

2.1 XXXX

2.2 XXXX

2.3 XXXX

3. DELIVERABLES AND MILESTONES

3.1 Milestone 1: Signing of the contract - due on XX.

3.2 Milestone 2: XXX - due on XX.

3.3 Milestone 2: XXX - due on XX.

4. RESPONSIBILITIES OF THE FREELANCER

The **Freelancer** is responsible for (obligations beyond deliverables such as collaboration duties, communication, accountability):

4.1 XXXX

4.2 XXXX

5. RESPONSIBILITIES OF THE CLIENT

The **Client** is responsible for (access to systems, data, collaboration duties):

5.1 XXXX

5.2 XXXX

6. TIME AND PLACE OF PERFORMANCE

6.1 The services are expected to require approximately XX hours per week over a period of XX months.

6.2 The Freelancer will deliver the Services CHOOSE THE APPLICABLE.

6.3 XXXX

7. PAYMENT

7.1 **Payment fee**

The Client will pay the Freelancer **CHOOSE THE APPLICABLE**.

in amount of ZAR/EUR/USD [amount] for the Services provided under this Contract. The billing shall occur **CHOOSE THE APPLICABLE**. The due date of the invoice is **CHOOSE THE APPLICABLE**.

[If paid in instalments], the first instalment will be paid upon signing of this Contract in the amount of ZAR xx (in words xx), and the balance after the completion and acceptance of agreed milestones by the **Client**.

The payment shall be made to the **banking details** as per the invoice.

7.2 **Additional hours (if the amount of working hours is specified in 6.1)**

Should the Freelancer or the Client reasonably anticipate that additional hours will be required to complete the services, one party shall notify the other party in writing in advance. Any hours worked in excess of the original estimate shall be subject to the client's or freelancer's prior written approval and shall be compensated at the hourly rate of **AMOUNT/hr**. The additional amount must not exceed the original contract value by more than 20%, or the new Contract must be concluded. Such compensation shall constitute payment for additional services rendered and shall not be regarded as overtime or any entitlement arising under labour legislation or otherwise associated with employer-employee relationship.

7.3 **Other expenses (specify reimbursement of travel, data expenses or accommodation, delete what is not applicable)**

7.3.1 The following travel expenses are covered by the Institute: Visa, flight, hotel, ground travel between the airport, hotel and place of Service. Only the travel in economy class and midrange hotels are accepted.

7.3.2 The **Client** will **CHOOSE THE APPLICABLE**.

7.3.3 If option (a) in paragraph 7.3.2 is chosen: The agreed amount of the lumpsum for travel expenses is **R xx (in words)** and must be listed separately in the invoice, distinct from the Service fee. No further payments for travel related costs will be paid.

7.3.4 If option (b) in paragraph 7.3.2 is chosen: Where the arrangements are made by the **Client**, the **Freelancer** shall comply with itinerary and booking conditions. The **Client** shall not be liable for any additional costs arising from changes made by the **Freelancer** to travel or accommodation bookings without the **Client's** prior written approval.

7.3.5 If option (c) in paragraph 7.3.2 is chosen: In instances where the **Freelancer** books and pays for travel / accommodation, the **Freelancer** shall provide the **Client** with documentary proof of the booking, charges and proofs of payments prior to being refunded. The costs shall be confirmed by the **Client** prior to booking. The amount of refundable expenses must be stated separately in the invoice, distinct from the Service fee.

7.3.6 The **Client** shall reimburse the **Freelancer** for further expenses as listed below, provided such expenses are pre-approved in writing by the **Client** and supported by appropriate proof of payment. These costs are to be separately outlined in the invoice. **[list any further expenses]**.

17.6.1 The **Recipient** shall receive a daily allowance of **R xx (in words)** per day to cover meals and incidental expenses during the period of the Engagement. Where meals or catering are provided by the Institute as part of the programme or event, the corresponding value will be deducted from the daily allowance, or such allowance

may not apply for those days. The **Institute** shall inform the **Recipient** in advance of any catering arrangements or deductions applicable.

7.3.7 Should the **Freelancer** request a return ticket to an alternative destination, this must be agreed with the **Client** in advance, and the **Client** shall not be liable for any amount exceeding the costs of a return ticket to the original place of departure.

7.3.8 XXX

7.3.9 Only the costs explicitly agreed upon in this Contract will be covered. Any additional expenses or claims require prior written approval.