

PART A: INTERPRETATION

In this Agreement, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Skills Development Act, 1998 (Act 97 of 1998) ('the Act') or the SETA Workplace Based Learning Programme Agreement Regulations, 2018 ('these regulations') shall have the meaning so assigned.

PART B: DEFINITIONS

For purposes of workplace based learning programme agreements only;

"apprenticeship" means a period of workplace based learning culminating in an occupational qualification for a listed trade.

"candidacy" means a period of workplace based learning undertaken by a graduate as part of the requirement for registration as a professional in the required professional designation as stipulated by a professional body.

"internship for the Diploma" means a period of workplace based learning undertaken as part of the requirement for the "N" Diploma.

"learnership" means a period of workplace based learning culminating in an occupational qualification or part qualification.

"skills programme" means a period of workplace based learning culminating in a part qualification.

"student internship" Category A" means a period of workplace based learning undertaken as part of the requirement for the Diploma, National Diploma, Higher Certificate or Advanced Certificate as a vocational qualification stipulated in the Higher Education Qualifications Sub Framework (HEQSF)

"student internship" Category B" means a period of workplace based learning undertaken as part of the requirement for a professional qualification.

"student internship" Category C means a period of workplace based learning undertaken as part of the requirement for the Occupational Qualifications of the Quality Council for Trades and Occupations (QCTO),

"graduate internship" means a period of workplace based learning for the purposes allowing a person who has completed a post-school qualification to gain workplace experience or exposure to enhance competence and/or employability. This may include academic staff with existing qualifications that need industrial exposure or experience.

"student internship" means a period of workplace based learning for a person who is enrolled at an education and training institution for a SAQA registered qualification and may include vacation work.

PART C: TERMS AND CONDITIONS OF AGREEMENT

1. Declaration of the parties

- We understand that this agreement is legally binding.
- We understand that it is an offence in terms of the Act to provide false or misleading information in this agreement.
- We agree to the following rights and duties.

2. Rights and duties of learners, employers and providers

2.1 Rights of the learner

The learner has the right to:

- 2.1.1 receive an induction to the workplace based learning programme;
- 2.1.2 be educated and trained under the workplace based learning programme;
- 2.1.3 have access to the required resources and equipment for all curriculum components of the work-based learning programme;
- 2.1.4 be assessed internally as specified and have access to the assessment results of the workplace based learning programme;
- 2.1.5 have access to final external summative assessments as specified in the assessment specification;
- 2.1.6 be awarded a certificate and or statement of results, if declared competent by the relevant body;
- 2.1.7 in the case of unemployed learners, receive the agreed workplace based learning programme allowance, for the duration of the learning programme, and
- 2.1.8 raise formal grievances in writing with the SETA concerning any shortcomings in the quality of the education and training under the workplace based learning programme

2.2 Duties of the learner

The learner must:

- 2.2.1 carry out all related work experience activities specified in the workplace-based learning programme;
- 2.2.2 comply with the employer's workplace policies and procedures;
- 2.2.3 be available for, and participate in, all knowledge, practical skills and work experience activities required by the workplace-based learning programme;
- 2.2.4 complete timesheets, logbooks and projects, and participate in all internal assessment activities that are required for the final external summative assessment at the end of the workplace based learning programme; and
- 2.2.5 be available for the final external summative assessment of occupational competence on the date and place scheduled.

2.3 Rights of the employer

The employer has the right to require the learner to:

- 2.3.1 perform lawful duties in terms of this agreement; and
- 2.3.2 comply with the rules and regulations concerning the employer's workplace policies and procedures.

2.4 Duties of the employer

The employer must:

- 2.4.1 comply with all duties in terms of the Act and applicable legislation including those listed hereunder unless other legislation exists that is applicable to the employer specifically:
 - 2.4.1.1 Basic Conditions of Employment Act, 1997(Act 75 of J 997);
 - 2.4.1.2 Labour Relations Act* 1995 (Act 66 of 1995);
 - 2.4.1.3 Employment Equity Act, 1998 (Act 55 of 1998);
 - 2.4.1.4 Occupational Health and Safety Act, 1993 (Act 85 of 1993) or Mine; Health and Safety Act, 1996 (Act 27 of 1996);
 - 2.4.1.5 Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993); and
 - 2.4.1.6 Unemployment Insurance Act, 1996 (Act 30 of 1 996);
- 2.4.2 provide the facilities, equipment and resources, required for the work experience components of the workplace-based learning programme;
- 2.4.3 provide the learner with supervision and mentoring at work;
- 2.4.4 release the learner during normal working hours to attend off the-job components of the workplace-based learning programme;
- 2.4.5 complete the learner's work records;
- 2.4.6 keep up to date records of workplace leaning and periodically discuss progress with the learner and the provider;
- 2.4.7 if the learner was not in the employment of the employer at the time of concluding this agreement, the employer must:
 - 2.4.7.1 enter into a contract of employment with the learner for the duration of the learning programme;
 - 2.4.7.2 advise the learner of the terms and conditions of his or her employment, including the learner allowance;
 - 2.4.7.3 advise the learner of the employer's workplace policies and procedures;
 - 2.4.7.4 pay the learner on time the agreed learner allowance for the duration of the learning programme; and
 - 2.4.7.5 apply the same disciplinary, grievance and dispute resolution procedures to the learner as to any other employee,

2.5 Rights of the provider

The provider has the right to access the learner's work experience records.

2.6 Duties of the provider

The provider must:

- 2.6.1 provide the knowledge and practical skills components specified in the work-based learning programme;
- 2.6.2 provide the learner support as required by the workplace based learning programme;
- 2.6.3 record, monitor and retain details of the education and training provided to the learner in terms of the workplace-based learning programme and periodically discuss and record progress with the learner and the employer;
- 2.6.4 conduct internal assessments for the knowledge and practical skills components specified in the workplace-based learning programme; and
- 2.6.5 issue statements of results.

3. Completion or termination of this agreement

3.1 This workplace based learning programme agreement is completed:

- 3.1.1 on a date if the learner has successfully completed the final external summative assessment and fulfilled all requirements associated with the specified workplace experience activities of the work-based learning programme.

3.2 This workplace based learning programme agreement is terminated if:

- 3.2.1 the learner is fairly dismissed by the employer for a reason related to the learner's conduct or capacity as an employee; or
- 3.2.2 SETA approves the termination of the agreement in terms of the SETA Workplace-Based Learning Programme Regulations.

PART D: DETAILS OF THE LEARNING PROGRAMME AND THE PARTIES TO THIS AGREEMENT

Please take note of the following;

- If the learner is not already in the employ of the employer, the learner and employer must conclude a contract of employment;
- If the learner is an unmarried person under the age of 18 years, then the learner's parent or guardian must be a party to this agreement. The parent or guardian ceases to be a party to this agreement once the learner turns 18 years old;
- If a group of employers is party to this agreement, one of the employers must perform the function of a lead employer. The lead employer must complete Section 2. Details of the other employers must be attached on a separate sheet; and

1. LEARNER DETAILS

1.1. Full names:

1.2. Identity number:

1.3. Gender:

1.4. Home language:

1.5. Race: African/ Coloured/ Indian/ White/ Other

1.6. Do you have a disability, as contemplated by the Employment Equity Act (No. 55 of 1998)

(If yes, specify and attach proof) :

1.7. Home address:

1.8. Postal address (if different from 1.7):

1.9. E-mail address:

1.10. Tel No / Cell Number:

1.11. Are you a South African citizen?:

If no, attach documents such as residency or study permit indicating your status in South Africa.

1.12. When did you start to work with your employer?

2. EMPLOYER DETAILS

2.1. Registered name of employer:

2.2. Are you the lead employer?:

2.3. Physical address:

2.4. Postal address:

2.5. Full names of contact person:

2.6. Tel No:

2.7. Fax No:

2.7. E-mail:

2.8. SETA:

3. TRAINING PROVIDER DETAILS

3.1. Registered name of training provider: South African Value Education (PTY) LTD

3.2. Trading name (if different from 4.1): N/A

3.3. Are you the lead training provider? Yes

3.4. Physical business address: Suite 205, Second Floor, Bloemhof Building

George, 6529

3.5. Postal address: PO Box 3139, George Industria, 6536

3.6. Full names of contact person: Lauren Strauss

3.7. Accreditation Number: 5P5350

3.8. Tel No and Code: 044 805 5453

3.9. Fax No and Code: N/A

3.10. E-mail: save@savegroup.co.za

3.11. SDL Number: L880730611

4. SIGNATORIES:

Employer		Date:
Training Provider		Date:
Learner		Date: