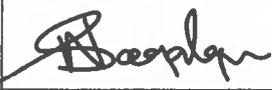
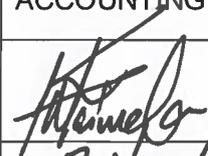


### LEARNING PROGRAMMES POLICY

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NAME AND DESIGNATION OF THE AUTHOR	MOKOTO MAKAEPEA LEARNING PROGRAMMES MANAGER
NAME AND DESIGNATION OF THE LINE EXECUTIVE MANAGER	SHIVANTHINI NAGALINGAM-POTTER CHIEF OPERATIONS OFFICER
SIGNATURE OF THE LINE EXECUTIVE MANAGER AND DATE	 24-02-2026
NAME AND DESIGNATION OF THE RECOMMENDING OFFICIAL	BONTLE LERUMO CHIEF EXECUTIVE OFFICER
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NAME OF APPROVAL AUTHORITY	DR KENNY MAIMELA CHAIRPERSON OF THE ACCOUNTING AUTHORITY
SIGNATURE OF APPROVAL AUTHORITY	
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## 1. INTRODUCTION

- 1.1. This policy serves as an instrument within which the implementation of Learning Programmes is managed and administered in the PSETA.
- 1.2. In terms of Section 10 of the Skills Development Act as amended, PSETA is expected to fulfil the following functions:
  - 1.2.1 Establish Learning Programmes,
  - 1.2.2 Assist in the conclusion of the Agreements for Learning Programmes, to the extent that it is required; and
  - 1.2.3 Register Agreements for Learning Programmes, to the extent that it is required.

## 2. PURPOSE

The purpose of this Policy is to establish a structured policy framework for the implementation and management of Learning Programmes within PSETA. This framework ensures that all Learning Programmes:

- 2.1. Align with legislative and regulatory prescripts;
- 2.2. Address sectoral skills priorities as outlined in the PSETA Sector Skills Plan (SSP);
- 2.3. Support the strategic objectives of capacity building and service delivery improvement within the public service.

## 3. OBJECTIVES

The objectives of this policy are to:

- 3.1. Provide clear policy provisions for stakeholders intending to implement Learning Programmes falling within the scope of PSETA.
- 3.2. Guide stakeholders and PSETA officials in the consistent application of the Learning Programmes Policy during planning, implementation and monitoring.
- 3.3. Ensure compliance with relevant legislative and regulatory prescripts through the development and application of Learning Programmes SOP.
- 3.4. Identify and implement learning interventions that are aligned with SSP.

#### 4. ACRONYMS AND ABBREVIATIONS

The following acronyms and abbreviations are often referred to in this Policy:

Acronym/Abbreviation	Description
AA	Accounting Authority
APP	Annual Performance Plan
ARPL	Artisan Recognition of Prior Learning
DHET	Department of Higher Education and Training
DPSA	Department of Public Service and Administration
HEI	Higher Education Institution
HET	Higher Education and Training
NATED	National Accredited Technical Education Diploma
NQF	National Qualifications Framework
NSDP	National Skills Development Plan
NDP	National Development Plan
PSETA	Public Service Sector Education and Training Authority
OQSF	Occupational Qualification Sub-Framework
QAP	Quality Assurance Partner
QCTO	Quality Council for Trades and Occupations
QMR	Quarterly Monitoring Report
RPL	Recognition of Prior Learning
SAQA	South African Qualifications Authority
SDP	Skills Development Provider
SETA	Sector Education and Training Authority
SETMIS	Sector Education and Training Management Information System
SLA	Service Level Agreement
SMS	SETA Management System
TVET	Technical Vocational Education and Training
WBLPA	Workplace-Based Learning Programme Agreement
WIL	Work Integrated Learning

## 5. DEFINITIONS

Term	Description
<b>Agreement</b>	Means a Workplace-Based Learning Programme Agreement.
<b>Allowance/ Stipend</b>	Means the amount of money payable to a learner in respect of ordinary or shorter hours worked in a day or week. It is a monthly allowance to trainees or apprentices to cover living expenses.
<b>Apprenticeship</b>	Means a period of workplace-based learning culminating in an occupational qualification for a listed trade.
<b>Candidacy</b>	It 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.
<b>Competent person</b>	It means any person who is legally competent to consent to any action or decision being taken in respect of any matter concerning a child.
<b>Consent</b>	Means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information.
<b>Data subject</b>	Means the person whose personal information is related to.
<b>Employer</b>	Refers to an employer party to an agreement or a group of such employers.
<b>Internship</b>	Means a period of workplace-based learning for the purposes of 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 who need industrial exposure or experience.
<b>Lapsed</b>	Means that a learning programme agreement has ended after the learner has completed all the relevant curriculum components and declared competent. This includes the

Term	Description
	termination of the agreement and payment of all associated grants to the employer and the deactivation of the learner from the active database of learners in Learning Programmes.
<b>Learner</b>	Means one who has concluded a learning programme agreement in terms of section 17 of the Act i.e. the learning party to a learning programme agreement, who is enrolled in a registered learning programme that has a curriculum registered with QCTO and includes the learner contemplated in both section 18(1) and section 18(2) of the Act".
<b>Learnership</b>	Means a period of workplace-based learning culminating in an occupational qualification or part qualification.
<b>Learner Registration Form</b>	Means a form for skills programmes, RPL programme, Bursaries programme or full qualification; entered by the learner and the Institution/SDP for the purposes of registration by the PSETA.
<b>Learning Programme</b>	Learning programme includes a learnership, an apprenticeship, a skills programme and any other prescribed learning programme which includes a structured work experience component. In the context of the public service sector, learning programmes also refer to developmental programmes.
<b>Mentor</b>	Means a knowledgeable and experienced individual or a subject matter expert identified in the workplace to assist the learners with the requisite learning expectations.
<b>Non-PIVOTAL Programme</b>	Learning interventions which do not lead to qualification or part qualification on the National Qualifications Framework (NQF).
<b>Operator</b>	Means a person who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party.
<b>PIVOTAL Programme</b>	Refers to professional, vocational, technical and academic

Term	Description
	learning programmes that result in qualifications or part qualifications on the National Qualifications Framework (NQF).
<b>Placement</b>	It means placing an individual in a placement opportunity, with due regard to the Code of Good Practice on the Integration of Employment Equity in Human Resources Policies and Practices in terms of the Employment Equity Act, 1998 (Act 55 of 1998).
<b>POPI ACT</b>	Means the Protection of Personal Information Act, No 4 of 2013, to promote the protection of personal information by public and private bodies.
<b>Professional Designation</b>	Means a title or status conferred by a professional body in recognition of a person's expertise and right to practice in an occupational field and registered on the NQF in terms of section 30 of the NQF Act.
<b>PSETA Funded</b>	Refers to programmes funded by the PSETA through a Memorandum of Agreement signed after the approval of applications received through a Discretionary Grant Call or any other means as outlined in the PSETA Discretionary Grant Policy.
<b>Sector Funded</b>	Refers to Learning Programmes funded by PSETA stakeholders. This excludes any programmes implemented by PSETA stakeholders but funded by other SETAs.
<b>SETMIS</b>	Is a unit record-based information system that stores and maintains unit records of SETA data related to skills education and training, including participating employers, skill development providers, assessors, learners and skills education and training.
<b>Skills Development Provider</b>	Means a provider of occupational learning accredited by the QCTO.
<b>Skills Programme</b>	Means a learning programme that is occupationally based and when completed constitutes a credit(s) towards a

Term	Description
	registered qualification in terms of the NQF Act.
<b>Submit</b>	It means delivering by hand, registered post or by electronic communication that can be printed by the receiver.
<b>Suspend</b>	Means to formally interrupt an agreement for a specific period without terminating it.
<b>Termination</b>	It means to dissolve an agreement before all the terms of the agreement have been fulfilled.
<b>The Act</b>	Means the Skills Development Act No 97 of 1998, as amended.
<b>Work Integrated Learning</b>	Means a period of workplace-based learning undertaken as part of the requirement for the National Diploma. Further, it refers to the position of a student or trainee who works in an organisation to gain work experience or satisfy requirements for a qualification.
<b>Workplace-based Learning Programme</b>	Means an intervention as contemplated in an occupational qualification sub-framework, which a person internalises knowledge, skills and competencies and gains insight through exposure to work by achieving specific outcomes to enhance employability.

## 6. SCOPE OF APPLICATION

The Policy applies to:

- 6.1. All the SDPs, Facilitators, Assessors, Moderators accredited by PSETA and/or QCTO to deliver qualifications under the PSETA scope, learners and PSETA staff, and any other role players intending to establish, develop, register and implement Learning Programmes related to the PSETA scope of coverage.
- 6.2. All the public service officials within the public service sector who intend to further their knowledge and skills for the improvement of productivity and efficiency in the workplace.
- 6.3. To all people classified as unemployed youth and Not in Education, Employment and Training (NEET), for building a requisite pool of skilled people who are ready to enter the labour market within the public service sector.
- 6.4. This policy covers the following Learning Programmes:

- 6.4.1 Artisan Development;
- 6.4.2 Bursaries;
- 6.4.3 Learnerships;
- 6.4.4 Skills Programmes and Single Unit Standards;
- 6.4.5 Work Integrated Learning;
- 6.4.6 Internships;
- 6.4.7 Recognition of Prior Learning; and
- 6.4.8 Full Qualifications, including occupational qualifications.

## **7. LEGISLATIVE AND REGULATORY PRESCRIPTS**

- 7.1. The Constitution of the Republic of South Africa No. 108 of 1996
- 7.2. Promotion of Justice Act, No. 3 of 2003
- 7.3. Promotion of Access to Information Act, 2000
- 7.4. Skills Development Act, No. 97 of 1998, as amended
- 7.5. Skills Development Levies Act, No. 10 of 1999
- 7.6. Workplace-Based Learning Programme Agreement Regulations, 2018
- 7.7. National Qualifications Framework Act, No. 67 of 2008
- 7.8. Trade Test Regulations of 2014
- 7.9. Basic Condition of Employment Act: Sectoral Determination No. 5
- 7.10. Directive on the employment of persons to Developmental Programmes in the Public Service
- 7.11. National Skills Development Plan 2030
- 7.12. Protection of Personal Information Act No. 4 of 2013.
- 7.13. PSETA POPI Policy
- 7.14. PSETA Discretionary Grant Policy
- 7.15. PSETA External Moderation Policy
- 7.16. PSETA Accreditation Policy
- 7.17. PSETA Certification Policy
- 7.18. PSETA E-Learning Policy
- 7.19. PSETA Management of Assessment Policy
- 7.20. PSETA Recognition of Prior Learning Policy

*The highlighted legislation is not meant to be an exhaustive list.*

	POLICY DOCUMENT
	LEARNING PROGRAMMES POLICY

## 8. POLICY STATEMENT

### 8.1. PSETA and its officials shall:

8.1.1. Implement and manage Learning Programmes in accordance with the provisions of this Policy and will always execute its mandate with professionalism and without bias or favouritism.

8.1.2. Ensure that the applicable Learning Programmes guideline documents and processes are accessible to all stakeholders implementing Learning Programmes.

8.1.3. Support and guide stakeholders before, during and after the implementation process.

8.1.4. Ensure that this Policy is reviewed in line with the PSETA Policy Framework.

### 8.2. Principles: This Policy is based on the promotion of basic values and principles governing public administration as enshrined in section 195 of the Constitution of the Republic of South Africa, and these include:

8.2.1. High standards of professional ethics must be promoted and maintained;

8.2.2. Efficient, economic and effective use of resources must be promoted;

8.2.3. Services must be provided impartially, fairly, equitably and without bias, and

8.2.4. Transparency must be fostered by providing the public with timely, accessible and accurate information.

### 8.3. Adherence to procedural fairness: Adherence to procedural fairness as required by the Promotion of Justice Act (Act No. 3 of 2003) in terms of:

8.3.1. Reasonable notice, indicating the nature and purpose;

8.3.2. A chance to make representations;

8.3.3. A clear statement of the administrative action;

8.3.4. Advice on the internal appeal rights and process and

8.3.5. Advice on the right to request reasons.

## 9. ROLES AND RESPONSIBILITIES

9.1. The Accounting Authority (AA) approves this Policy to be implemented and exercises its fiduciary duties under the provisions of the Policy and Delegations of Authority.

9.2. The Chief Executive Officer (CEO), assisted by the Chief Operations Officer (COO), is accountable for establishing and maintaining systems to manage Learning Programmes.

9.3. The Learning Programmes Manager is responsible for the management of this

Policy and overseeing the development, implementation, maintenance, review and improvement of its procedures.

9.4. The PSETA officials are responsible for the implementation of this Policy and ensuring stakeholder compliance with its provisions.

9.5. Stakeholders implementing PSETA-funded and/or PSETA quality-assured Learning Programmes are responsible for aligning their operations with the requirements contained in this Policy.

## 10. IMPLEMENTATION OF LEARNING PROGRAMMES

### 10.1. Learnerships:

A learnership means a period of workplace-based learning culminating in an occupational qualification or part qualification. Section 16 of the Act states that a SETA may establish a Learnership if:

- 10.1.1 The Learnership includes a structured learning component;
- 10.1.2 The Learnership includes a structured work experience component.
- 10.1.3 The Learnership would lead to a qualification registered by the South African Qualifications Authority (SAQA) associated with a trade, occupation or profession and
- 10.1.4 The intended Learnership is registered with the DHET Director-General in the prescribed manner.
- 10.1.5 A learner who is currently enrolled in a Learnership is permitted to concurrently register and participate only in Skills Programmes training that complements or enhances the learning outcomes of the Learnership. Participation in additional full qualifications or other learning interventions outside the scope of the Learnership is not allowed under this policy.

### 10.2. Skills Programmes:

In terms of Section 20 (1) of the Act, Skills Programmes means a programme that:

- 10.2.1 Is occupationally based;
- 10.2.2 When completed, will constitute a credit(s) towards a qualification registered in terms of the National Qualifications Framework (NQF) as defined in section 1 of the South African Qualifications Authority (SAQA) Act;
- 10.2.3 Uses accredited Skills Development Providers; and
- 10.2.4 Complies with any requirements prescribed by the PSETA.

10.2.5 Non-pivotal skills programmes may be delivered to address key objectives of the SETA, including industry research, career guidance, core soft skills development, e.g. communication, teamwork, negotiation skills and industry-specific conferences.

10.2.6 Non-pivotal programmes do not require an accredited Skills Development Provider for the delivery of training.

10.2.7 A learner enrolled in a skills programme may participate in other Learning Programmes concurrently, as skills programmes are shorter courses designed to enhance specific competencies.

### 10.3. **Work Integrated Learning (WIL):**

10.3.1 Work Integrated learning (WIL) is the term given to educational activities that integrate academic learning of a discipline with its practical application in the workplace. The aim is to ensure that students develop the ability to integrate their learning through a combination of academic and work-related activities.

10.3.2 The WIL programme for Technical Vocational Education and Training (TVET) is offered for students who have completed a Nated course at level 6 (N6) and require 18 months' work experience to acquire a National "N" Diploma.

10.3.3 The WIL programme for Higher Education Institution (HEI/HET) is offered for students who have completed their studies and require 3 to 6 months of work experience to acquire a National Diploma.

10.3.4 A learner who is currently enrolled on Work Integrated Learning is permitted to concurrently register and participate only in Skills Programmes training that complements or enhances the learning outcomes of Work Integrated Learning. Participation in additional full qualifications or other learning interventions outside the scope of Work Integrated Learning is not allowed under this policy.

### 10.4. **Artisan Development:**

10.4.1 Artisan Development Programme is a programme that is aimed at developing a learner to become a qualified artisan. There are two programmes to artisan development, namely: the Apprenticeship programme and the Artisan Recognition of Prior Learning (ARPL) programme.

10.4.2 The apprenticeship programme has two approaches to the mode of delivery of training, namely: the Legacy Trades approach and the Occupational Trades Qualification approach.

10.4.3 A learner enrolled in an Artisan Development Programme may not participate in any

other learning programme while they are actively engaged in the Artisan Development Programme. This restriction ensures full commitment to the intensive nature of artisan training.

10.4.4 A learner who has completed the Artisan Development Programme but has not yet been found competent after the three attempts afforded may participate in the Artisan Recognition of Prior Learning (ARPL) process to demonstrate competence and achieve certification.

#### 10.5. Recognition of Prior Learning Programme:

10.5.1 RPL is an assessment process that involves the assessment of an individual's relevant prior learning, including formal, informal and non-formal learning, to determine the credit outcomes of an individual's application for credits.

10.5.2 The gained credits through the RPL process cannot be used to apply for another credit transfer at a higher NQF level.

10.5.3 A learner who is enrolled in a Recognition of Prior Learning (RPL) process may not enrol in any other learning programme until the completion of the RPL assessment and verification process. This restriction ensures that the learner remains fully committed to demonstrating competence through prior learning evidence.

#### 10.6. Bursary Programme:

10.6.1 A bursary is a formal programme which offers financial assistance to qualifying students for their academic studies. It is awarded based on financial neediness and/or academic performance of a learner (employed or unemployed learners). Employers/Institutions apply for bursary funding to the SETA on behalf of the learners and/or employees who are in need of funding.

10.6.2 The bursary allocation may be used by the institutions for tuition, books, accommodation, etc.

10.6.3 All postgraduate students who conduct research as part of their studies, which are funded by the PSETA, are required to ensure that their field of research is aligned to the PSETA research agenda.

10.6.4 The institution allocated funding for the bursary programme is required to submit research topics of all students funded under this agreement to PSETA for approval before commencement of the research study.

10.6.5 A learner who is enrolled in a Bursary Programme may not participate in any other learning programme until the successful completion of the bursary programme.

### 10.6.6 Progression from Bursary to Internship

10.6.1.1 Learners who have completed a bursary programme may be considered for placement in an Internship Programme, subject to the following conditions:

10.6.1.1.1 The learner must have completed the bursary-funded qualification in full and achieved the relevant qualification.

10.6.1.1.2 The internship opportunity must align with the learner's field of study and the identified skills priorities in line with the PSETA SSP.

10.6.1.1.3 Placement into an internship is not automatic and will depend on available opportunities, compliance with eligibility criteria, and the approval of PSETA and the employer.

10.6.1.2 Employers hosting interns are required to encourage and support interns to settle any outstanding fees with their respective institutions of higher learning to enable the issuance of their qualifications or academic certificates.

### 10.7. Internship Programme:

10.7.1 Means a programme which affords a person an opportunity to gain work experience while earning a stipend. The period shall be for a pre-determined fixed timeframe not exceeding 24 months.

10.7.2 Learners will be paid a stipend as per the Department of Public Service and Administration (DPSA) directive on the employment of persons to developmental programmes in the public service and in line with the PSETA Discretionary Grants Funding Framework.

10.7.3 It is a programme offered to a person who has completed a qualification and is unemployed but requires workplace experience to enhance future employment opportunities.

10.7.4 A learner who is currently enrolled on an Internship Programme is permitted to concurrently register and participate only in Skills Programmes training that complements or enhances the learning outcomes of the Internship Programme.

## 11. REGISTRATION OF WORKPLACE-BASED LEARNING PROGRAMME AGREEMENT

11.1. Requirement for registration:

11.1.1. A fully completed and duly signed WBLP agreement (agreement signed

- by all relevant parties and each page initialled) for Learnership, Internship, TVET WIL, HEI WIL and Artisan Development;
- 11.1.2. A duly signed agreement entered into between the learner and the SETA or its contracted Agent for the Bursary programme.
  - 11.1.3. A completed and duly signed Registration form (signed by all relevant parties and each page initialled) for RPL, Full Qualification and Skills Programme.
  - 11.1.4. Certified copy of the Learner's ID not older than six months (determined by the start date of training) for all learning programmes
  - 11.1.5. Certified copy of the Learner's highest qualification not older than six months (determined by the start date of training) for Learnership, Internship, TVET WIL, HEI WIL, Full qualification and Artisan Development.
  - 11.1.6. A completed and duly signed employment contract for unemployed learners;
  - 11.1.7. Employment confirmation letter for employed learners;
  - 11.1.8. Proof of registration/ admission from the University or College, for the Bursary programme.
  - 11.1.9. Letter from the Institution stating that the learner requires WIL to complete a qualification; for TVET and HEI WIL.
  - 11.1.10. Completions – certified copy of certificate/Transcripts/Statement of Results (SOR), or a duly signed letter of completion from the employer.
  - 11.1.11. PSETA provides stakeholders (employer/SDP/learners/HEI) with approved learner agreement templates;
  - 11.1.12. The parties to the agreement must complete and sign the agreement /form.
  - 11.1.13. If the learner is a minor, the learner's parent or guardian must sign on behalf of the learner;
  - 11.1.14. The Employer or the Skills Development Provider must submit the fully completed and duly signed learner agreement with the required supporting documents to the PSETA within 30 working days of the date on which the learner signed the agreement.
  - 11.1.15. The employer enters a contract of employment with the learner if the learner is unemployed at the start of the workplace-based learning programme agreement.

11.1.16. If the learner is employed, confirmation of employment should be submitted with the agreement/form for registration.

11.1.17. The Skills Development Provider must be accredited for the relevant qualification associated with the learning programme.

11.2. Conditional placement of a learner:

11.2.1. When a learner has signed the agreement, the employer must forthwith conditionally place the learner on the relevant workplace-based learning programme pending PSETA's registration and compliance process;

11.2.2. If the learner is unemployed, a contract of employment comes into effect when the learner is conditionally placed on the learning programme;

11.2.3. If the PSETA decides not to register the agreement, the employer must forthwith terminate the learner's conditional placement, whether or not funding has been secured.

11.3. Additional requirements for a group of employers:

11.3.1. PSETA may register a workplace-based learning programme agreement to which a group of employers is a party or if one of the employers is identified in the agreement as the lead employer;

11.3.2. The lead employer has signed the agreement and all other employer parties are listed in an annexure to the agreement.

11.4. Registration decision by the PSETA:

11.4.1. If, within 30 working days of receiving an agreement, the PSETA has verified that the relevant requirements have been complied with, the

11.4.2. PSETA will register the agreement, record the date of registration and generate a number for the agreement;

11.4.3. Submit proof to the awarded stakeholder that the agreement has been registered. For sector-funded programmes, the proof of registration is provided to the stakeholder upon request, as they are able to draw the report from portal.

11.4.4. Make available a copy of the approved agreement to each party as and when requested to do so;

11.4.5. If PSETA decide not to register the agreement, the PSETA will notify each party, providing reasons for its decision considering relevant facts within 14 working days.

11.5. Amendment to agreement:

- 11.5.1. The parties to an agreement may, by mutual agreement and subject to the PSETA's prior approval, amend the terms of a registered agreement;
- 11.5.2. PSETA may register an amendment if an annexure signed by each party indicating the amendment to the original agreement is submitted to the PSETA prior to implementing the amendment.

11.6. Suspension of agreement:

- 11.6.1. PSETA may suspend a learning programme agreement for a specified period if the employer or the learner has requested, on good cause, to suspend the agreement and the other parties to the agreement have had the opportunity to make representations as to why the agreement should not be suspended.
- 11.6.2. An application to suspend the agreement must be submitted to the PSETA in writing.

11.7. On approval of the suspension, the PSETA must:

- 11.7.1. Attach the application to suspend the agreement as an annexure to the agreement;
- 11.7.2. Extend the registered agreement completion date by the period of the suspension agreed by the parties;
- 11.7.3. Suspend any grant payments that may be associated with the agreement;
- 11.7.4. Notify each party to the agreement of the suspension period and the date on which the agreement will recommence;
- 11.7.5. The employer must inform the PSETA in writing of the recommencement of the agreement within seven calendar days of the recommencement;
- 11.7.6. The PSETA will resume any outstanding grant payments on receipt of proof that the agreement has been recommenced.

11.8. Termination of agreement: The PSETA may approve the termination of an agreement if:

- 11.8.1. An employer or a learner has made a written request to terminate, and the other parties have had an opportunity to make a representation;
- 11.8.2. An employer or a learner has made a written request to terminate, and the other parties have had an opportunity to make a representation;

- 11.8.3. A learner has terminated a contract of employment with the employer;
- 11.8.4. A Skills Development Provider has requested, on good cause, to terminate, and the other parties have had an opportunity to make a representation;
- 11.8.5. The PSETA or the employer have been unable to arrange for another Skills Development Provider to be substituted for the existing SDP.

## **12. REGISTRATION OF FOREIGN LEARNERS ON LEARNING PROGRAMMES**

- 12.1. PSETA may register foreign nationals on learning programmes and qualifications within its approved scope of authority, provided that such learners are legally permitted to study and participate in education and training within the Republic of South Africa.
- 12.2. All foreign learners must, prior to registration, submit certified copies of a valid form of identification, including but not limited to:
  - a. A valid passport; and
  - b. A study visa, work permit, or other lawful authorisation permitting participation in education and training activities in South Africa.
- 12.3. Where a foreign learner holds prior learning or entry qualifications obtained outside the Republic of South Africa, such qualifications must be formally evaluated by the South African Qualifications Authority (SAQA) to determine equivalence against the National Qualifications Framework (NQF).
- 12.4. Proof of SAQA evaluation and recognition must be submitted and verified prior to learner registration on any PSETA-accredited learning programme or qualification.
- 12.5. PSETA shall not register, assess, or certify any foreign learner who does not fully comply with the above identification and qualification verification requirements.

## **13. CONDITIONS FOR LAWFUL PROCESSING OF PERSONAL INFORMATION**

- 13.1. The Responsible party to ensure conditions for lawful processing - the PSETA will ensure that personal information of stakeholders (SDPs/employers/learners/HEIs) shall be handled with care and in a secure manner during the processes of validation of information, capturing, auditing, reporting, and filing.
- 13.2. Responsible party to ensure conditions for lawful processing - the PSETA will ensure that personal information of stakeholders (SDPs/employers/learners/HEIs) shall be handled with care and in a secure manner during the processes of validation of information, capturing, auditing, reporting, and filing.

- 13.3. Lawfulness of processing - personal information shall be processed lawfully and in a reasonable manner that does not infringe the privacy of the data subject.
- 13.4. Consent, justification and objection - personal information may only be processed if:
- 13.4.1 The data subject or a competent person, where the data subject is a child consent to the processing;
- 13.4.2 Processing is necessary to carry out actions for the conclusion or performance of a contract to which the data subject is a party;
- 13.4.3 Processing complies with an obligation imposed by law on the responsible party;
- 13.4.4 Processing protects a legitimate interest of the data subject;
- 13.4.5 Processing is necessary for the proper performance of a public law by a public body or
- 13.4.6 Processing is necessary for the pursuit of the legitimate interests of a responsible party or of a third party to whom the information is supplied.
- 13.5. Collection directly from data subject - personal information must be collected directly from the data subject, except if:
- 13.5.1 The information is contained in or derived from a public record or has deliberately been made public by the data subject.
- 13.5.2 The data subject or a competent person, where the data subject is a child, has consented to the collection of the information from another source;
- 13.5.3 Collection of the information from another source would not prejudice a legitimate interest of the data subject;
- 13.6. Collection of the information from another source is necessary:
- 13.6.1 To avoid prejudice to the maintenance of the law by any public body;
- 13.6.2 To comply with an obligation imposed by law or to enforce legislation;
- 13.6.3 For the conduct of proceedings in any court or tribunal that have commenced or are reasonably contemplated;
- 13.6.4 In the interests of national security;
- 13.6.5 To maintain the legitimate interests of the responsible party or of a third party to whom the information is supplied;
- 13.6.6 Compliance would prejudice a lawful purpose of the collection or
- 13.6.7 Compliance is not reasonably practicable in the circumstances of a particular case.
- 13.7. Collection for specific purpose

- 13.7.1 Personal information must be collected for a specific, explicitly defined and lawful purpose related to a function or activity of the reasonable party;
- 13.7.2 The PSETA informs the data subject of the purpose of the collection of the information during induction;
- 13.8. Information quality
- 13.8.1 A responsible party must take reasonably practicable steps to ensure that the personal information is complete, accurate, not misleading and updated where necessary.
- 13.9. Security measures on integrity and confidentiality of personal information
- 13.9.1 A responsible party must secure the integrity and confidentiality of personal information in its possession or under its control by taking appropriate and reasonable technical and organisational measures to prevent loss of damage to or unauthorised destruction of personal information and unlawful access to or processing of personal information.
- 13.10. Information processed by an operator or person acting under authority - an operator or anyone processing personal information on behalf of the responsible party or an operator must:
- 13.10.1 Process such information only with the knowledge or authorisation of the responsible party and
- 13.10.2 Treat personal information which comes to their knowledge as confidential and must not disclose it, unless required by law or in the course of the proper performance of their duty.

#### **14. MONITORING AND EVALUATION PHASE**

- 14.1. Monitoring and Evaluation
- 14.1.1 Monitoring is an ongoing activity which tracks the progress of the project during its lifetime.
- 14.1.1.1 To establish baseline information.
- 14.1.1.2 To track changes from baseline conditions to the desired outcomes.
- 14.1.1.3 To identify areas requiring corrective action.
- 14.1.2 Evaluation is a systematic process that assesses the strengths and weaknesses of the project.
- 14.1.2.1 To validate what results were achieved, how and why they were achieved or not.

- 14.1.2.2 To refine the "theory of change", revisit original assumptions and objectives, thereby improving learning and future approaches.
- 14.1.3 The monitoring of Learning Programmes is undertaken as a formative assessment, with the purpose of continuous monitoring to deal with issues in a way that fosters improvement and generation of knowledge to meet the required progress towards desired outputs during the implementation of Learning Programmes.
- 14.1.4 Monitoring of Learning Programmes takes the following forms:
- 14.1.4.1 Workplace Audit/Vetting
  - 14.1.4.2 Pre-implementation
  - 14.1.4.3 Induction/Orientation
  - 14.1.4.4 Project monitoring
  - 14.1.4.5 Project close-out
- 14.1.5 PSETA officials will monitor PSETA-funded projects as per the project monitoring plans outlined in the Learning Programmes Standard Operating Procedure (SOP).
- 14.1.6 In any given financial year, PSETA officials will conduct two desktop project monitoring and/or two site visits per project. This provision excludes the Skills Programme as they are of a shorter period. Desktop project monitoring entails online or telephonic engagement with the stakeholder and/or the learners.
- 14.1.7 For Skills Programmes: Orientation, and/or Project close-out may happen in the same financial year, depending on the start date of the project.
- 14.1.8 Monitoring after three months of the start of the training, but not later than six months, is compulsory for all programmes excluding Skills Programmes.

## 14.2. **Workplace Audit/Vetting**

- 14.2.1 The purpose of a workplace audit or vetting is:
- 14.2.1.1 To verify that the workplace meets the Health and Safety requirements in terms of the Occupational Health and Safety (OHS) Act or the Mine Health and Safety (MHS) Act (for Artisan learners).
  - 14.2.1.2 To verify the approval status of the workplace and start a process of supporting them with the workplace approval if it is

not approved.

- 14.2.1.3 To verify whether there are adequate resources, both physical (e.g. infrastructure) and human (e.g. mentors), to provide work experience to the number of learners applied for.
- 14.2.2 The frequency is a once-off activity before the pre-implementation.
- 14.2.3 The workplace will be approved for a period of three years. However, the workplace should maintain the status of approval, which will be verified during monitoring.
- 14.2.4 For Artisan Development programmes, this entails a physical inspection of the workplace, whereas for Learnerships, Internships and Work Integrated Learning, a desktop/virtual/physical inspection will be conducted.
- 14.2.5 The workplace audit/vetting may also be conducted for the purposes of contracting.

#### 14.3. Pre-Implementation

- 14.3.1 The purpose of pre-implementation is:
  - 14.3.1.1 To guide the stakeholder to develop an implementation plan with the necessary resources to implement Learning Programmes.
  - 14.3.1.2 To verify and validate accreditation/scope, physical and human resources relevant to provisioning practices in relation to the learning intervention.
  - 14.3.1.3 To communicate project documents.
  - 14.3.1.4 To provide guidance to the appointed stakeholders where applicable.
  - 14.3.1.5 To verify that there are partnership agreements in place where a stakeholder cannot fully and successfully implement the Programme on its own.
- 14.3.2 A pre-implementation can take the form of a Discretionary Grant application workshop, Memorandum of Agreement (MoA) or project definition workshop, Project Implementation Plan support workshop or a meeting requested by a stakeholder seeking to implement a sector funded Programme or a meeting initiated by the PSETA to support the stakeholder.

#### 14.4. Induction

- 14.4.1 The purpose of Induction is to take all stakeholders through the terms and conditions of the Learning Programme Agreement and advise stakeholders of their roles and responsibilities as enshrined in the Workplace-Based Learning Programme Agreement.
- 14.4.2 The PSETA is responsible for inducting learners in all PSETA funded Programmes.
- 14.4.3 For the sector funded Programmes, induction is conducted upon invitation from the funder or implementing stakeholder.

#### 14.5. Project Monitoring

- 14.5.1 Verify that learners are placed in the correct directorates or sections in line with their qualifications.
- 14.5.2 Verify that bursary, Learnership, internship, WIL and artisan learners are attending training accordingly.
- 14.5.3 For learners (artisan development, WIL, internships and Learnerships) whose directorates cannot give them the full exposure in terms of qualification requirements, verify that there is a plan in place to rotate them to other sections or departments.
- 14.5.4 For WIL, verify that the Technical and Vocational Education and Training (TVET) College has a monitoring plan and that they are adhering to it.
- 14.5.5 Inspect the learner attendance registers to verify regular work attendance.
- 14.5.6 Verify whether learners are receiving the learner allowance as per the provisions of the MoA.
- 14.5.7 Support the stakeholder with the preparation and packaging of the tranche claim.
- 14.5.8 This is a compulsory project monitoring that happens three months after the start of the training, but not later than six months for all projects except skills programmes.

#### 14.6. Project Closeout

- 14.6.1 The project closeout is conducted at the end of a project. The purpose of the project closeout is for an overall assessment of the project performance in terms of:
- 14.6.1.1 Scope Management
  - 14.6.1.2 Time Management

- 14.6.1.3 Financial Management
- 14.6.1.4 Risk Management
- 14.6.1.5 Communication Management
- 14.6.1.6 Stakeholder Management
- 14.6.1.7 Lessons learned and recommendations for future projects

#### **14.7. Learning Support**

14.7.1 During monitoring the following aspects are looked at to ensure requisite support for learning:

- 14.7.1.1 Placement of learners - the appropriateness of the structured workplace experience provided to the learners; check if they are provided with working stations, is the working environment related to the learning, policies and procedures managing employment.
- 14.7.1.2 Learning enablers - do the learners have mentors and/or coaches, do they have learning material (where applicable), is the workplace assisting in the completion of the required work, is the workplace provided with guidance regarding the requisite support.
- 14.7.1.3 Monitoring of learners - training schedule, workplace assignments, attendance records, learner conduct, track learner achievement/ performance, communication, payment of learner stipends (where applicable).
- 14.7.1.4 For artisan development, learners are equipped with appropriate protective clothing (PPE) and that learner received fully equipped toolboxes related to the trade.
- 14.7.1.5 Employers hosting learners are required to: provide a safe and supportive work environment that promotes the well-being of learners.
- 14.7.1.6 This can be achieved through the implementation of reasonable accommodation measures where possible, without compromising programme requirements.
- 14.7.1.7 Maintain confidentiality in accordance with applicable laws and organisational policies and facilitate access to Employee Assistance Programmes (EAP) to the learners where possible.

### **15. PROVISION OF ADEQUATE WORKPLACE INFRASTRUCTURE AND DIGITAL**

## RESOURCES FOR LEARNERS

### 15.1. Minimum Workplace Readiness Requirements

All host employers participating in PSETA-funded internship, learnership and WIL programmes shall demonstrate that the workplace environment is adequately equipped to support meaningful workplace-based learning. This shall include access to basic work infrastructure, systems, and resources necessary for the execution of assigned duties.

### 15.2. Access to Digital Resources

Host employers must ensure that learners are provided with reasonable and regular access to computing resources, including computers or laptops, relevant software applications, and institutional systems, in line with the nature of the learning programme and the occupational outcomes to be achieved. Where shared resources are utilised, host employers must demonstrate that such arrangements do not materially limit the intern's ability to acquire practical workplace experience.

### 15.3. Recognition of Varied Digital Contexts

PSETA acknowledges that certain host employers, particularly within local government and operational environments, may operate within partially digitised or manual systems. In such cases, host employers must still ensure that interns are exposed to appropriate digital and administrative competencies relevant to the workplace context and the qualification or learning programme.

## 16. PROHIBITION OF PROGRAMME HOPPING

16.1 PSETA does not permit learners to move between developmental programmes without completing the programme for which they were originally enrolled. Learners who exit or abandon a developmental programme in order to participate in another programme, whether for financial or perceived opportunity reasons, will not be accepted into any PSETA-supported programme.

16.2 The host employer recruiting learners into a developmental programme is responsible for verifying that the learner has completed any prior developmental programme or has been formally released in accordance with applicable requirements.

16.3 Where it is established that a learner has enrolled in a developmental programme without completing a previous programme and without formal approval, the learner shall be **terminated from the programme with immediate effect**.

## 17. QUARTERLY MONITORING REPORT

- 17.1. In terms of Section 10(h)(ii) of the Skills Development Act, the Director- General of DHET is the Accounting Officer, and SETAs are required to submit plans and reports on the implementation of its Service Level Agreement (SLA). The National Skills Development Plan (NSDP) also states that a SETA must develop a Strategic Plan (SP), Annual Performance Plans (APP) and SLA; and submit quarterly reports. It further emphasises that the APP will allow the system to review the annual performance of SETAs to ensure that the SETAs have met the agreed upon milestones. This will form the basis for the monitoring of the SETAs. The implementation of the APP is reviewed and reported to DHET on a quarterly basis.
- 17.2. The DHET communicates the Quarterly Monitoring Report (QMR) submission dates through a circular to SETAs. The SETA is required to report to DHET on the number of SETA and/or sector funded learners enrolled and completing Learning Programmes in a reporting year.
- 17.3. This information is reported through the Sector Education and Training Management Information System (SETMIS) reporting tool provided by DHET.
- 17.4. The SETA submits a quarterly monitoring report (QMR) at the end of each quarter. Over and above, the SETA is required to submit a performance report on monthly basis.
- 17.5. The QMR is submitted through the SETMIS, and the SETA CEO declares the data submitted through the system.
- 17.6. In cases where the SETMIS submission system is not operational, DHET provides an Excel spreadsheet for manual completion, which the SETA must accurately complete and submit to DHET via email within the prescribed timelines

## 18. RESOLVING LEARNING PROGRAMMES DISPUTES

- 18.1. The Sectoral Determination 5 sets out the procedures that may be followed in the event of grievances/disputes not being able to be resolved through the internal procedures.
- 18.2. A learner may take a contractual dispute to the Commission for Conciliation, Mediation and Arbitration (CCMA) or the Labour Court if there is a breach of contract, unfair dismissal, non-payment of learner allowance, etc.

- 18.3. Where there is a problem related to the quality of the education and training in the learning programme (either the formal education and training or the structured workplace component) the concern should be communicated to the PSETA, and the relevant QAP will intervene.
- 18.4. Where there are grounds for variation or termination of the agreement (the learner leaves the employer or skills development provider ceases to exist, or other substantial reason), then a formal request needs to be made to the SETA.
- 18.5. Where the issue is related to the progress of the learner, the accredited skills development provider must have processes and procedures in place to address disputes internally between the mentor and learners.

## **19. RECORD KEEPING**

- 19.1. PSETA Learning Programmes Department must keep an updated record (Electronically/Physically).
- 19.2. All Learning Programme agreements registered by PSETA, including the registration number.
- 19.3. All grants paid by the PSETA in respect of all Learning Programme agreements.
- 19.4. All amendments to the terms of Learning Programme agreements.
- 19.5. All Learning Programme agreements successfully completed including the agreement registration number, qualification or part qualification number and certificate number.
- 19.6. All Learning Programme agreements terminated including reasons for such termination.
- 19.7. All reports from employers regarding the employment status of a learner that has completed his or her Learning Programme.

## **20. NON-COMPLIANCE**

- 20.1. Non-compliance with this Policy or any applicable regulatory requirements through any deliberate or negligent act or omission, including allowing any staff, either expressly or impliedly, not to comply with this Policy or any applicable regulatory requirements, will be considered serious and be dealt with in terms of PSETA's disciplinary policies and procedures.
- 20.2. Non-compliance with this Policy or any applicable regulatory requirements through any deliberate or negligent act or omission by SDPs, Host Employers, Assessors, Moderators or learners will be considered serious and dealt with in

terms of the contractual agreement between PSETA and the party and/or the relevant code of conduct.

#### **21. POLICY IMPLEMENTATION AND EFFECTIVE DATE**

This Policy comes into effect on the date of signature, and the relevant owner shall ensure that it is communicated to staff using various modes, not limited to email, intranet, workshops, etc. However, this shall not have any bearing on the effective date for implementation.

#### **22. MONITORING, REVIEW AND UPDATING OF THE POLICY**

This Policy shall be monitored by the Policy Owner to ensure consistent implementation and compliance with all relevant legislative and regulatory requirements. This Policy has to be reviewed every 5 years (60 months) in line with the PSETA Policy Development Framework, and the outcome of such a process may either require the author to maintain the status quo or update/amend it.

#### **23. APPROVAL OF THE POLICY**

The Policy shall be approved by the AA and signed by the Chairperson after the Resolution taken. The approval dates and signatures shall appear on the cover page of the document.