

WORKPLACE-BASED LEARNING PROGRAMME AGREEMENT

ENTERED INTO BETWEEN

THE LEARNER

LEARNER NAME: _____

ID NUMBER: _____

AND

THE EMPLOYER

EMPLOYER NAME: _____

DULY REPRESENTED BY: _____

IN HIS/HER CAPACITY AS THE: _____

AND

THE SKILLS DEVELOPMENT PROVIDER (IF APPLICABLE)

SDP NAME: _____

DULY REPRESENTED: _____

IN HIS/HER CAPACITY AS THE: _____

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 "N" 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 of qualification.

"student internship": Category A: means a period of workplace-based learning undertaken as part of the requirements for the Diploma, National Diploma, Higher Certificate or Advance Certificate as a vocational qualification stipulated in the Higher Qualification Sub Framework (HEQSF).

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

"student internship": Category C means a period of workplace-based learning undertaken as part of the requirements for the Occupational Qualifications of the Quality Council for Trades and Occupational (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 THE AGREEMENT

1. Declaration of the parties

2. 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. **Rights and duties of learners, employers and skills development 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. access to the required resources for all required 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 assessments specification;
- 2.1.6. if successful, be awarded a certificate of competence by the relevant body;
- 2.1.7. in the case of an unemployed learner, receive the agreed workplace-based learning programme allowance for the duration of the learning programme; and

- 2.1.8. raise grievances in writing with the SETA concerning any short comings 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 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 1997);
- 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 1996);
- 2.4.2. provide the facilities 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 the 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 learning with and periodically discuss progress with the learner and the skills development provider;
- 2.4.7. if the learner was not in the employment of the employer at the time of concluding this agreement, the employer and the provider:
 - 2.4.7.1. enter into a contract of employment with the learner for the duration of 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.

2.4.8. submit the signed learning programme agreement to the SETA for registration.

2.5. Rights of the skills development provider

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

2.6. Duties of the skills development provider

The skills development 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 the date as stipulated in this agreement as completion date; or
- 3.1.2. on an earlier 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 workplace-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. the SETA approves the termination of the agreement in terms of the SETA Workplace-Based Learning Programme Regulations.

PART C: 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 the employer must conclude a contract of employment;
- If the learner is an unmarried person under 18 years, then the learner's parent or guardian must be a party to this agreement and must complete Section 2. The parent or guardian ceases to be party to this agreement once the learner turns 18;
- 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 3. Details of other employers must be attached on a separate sheet; and
- If a group of providers is party to this agreement, one of them must perform the function of lead provider. The lead provider must be accredited for the relevant curriculum components and must complete Section 4. Details of the other providers must be attached on a separate sheet.
- If the learner is receiving funding from any other SETA/Sponsor for a learning programme at the same time of this agreement, PSETA reserves the right to terminate the learner agreement and may institute a recovery process for the funds paid for the learner

4. Learner details

4.1. Full name: _____

4.2. Identity number: _____

4.3. Home language: _____

4.4. Gender: Male ☐ Female ☐

4.5. Race: African ☐ Indian ☐ Coloured ☐ White ☐ Other ☐

If other Specify: _____

4.6. Do you have a disability, as contemplated in terms of the Employment Equity Act, 1998 (Act 55 of 1998)? Yes ☐ No ☐ If yes specify: _____

4.7. Learner's residential address:

4.8. Learner's home address:

4.9. Postal address (if different from the residential address):

4.10. Contact numbers: _____

4.11. Cell number: _____

4.12. Next of kin cell numbers _____

(as many contact numbers as possible)

4.13. E-mail address: _____

4.14. Are you a South African Citizen? Yes ☐ No ☐

If No, (specify and attach documents indicating your status including citizenship and/or permanent resident, study permit, etc.) _____

4.15. Were you employed before concluding this agreement? Yes ☐ No ☐

4.16. Were you party to a workplace-based learning programme agreement at any time in the past before concluding this agreement? Yes ☐ No ☐

If yes, were you paying UIF? Yes ☐ No ☐

Are you currently contributing to UIF? Yes ☐ No ☐

4.16.1. Are you currently receiving any funding/grant from any other source, i.e. another SETA, National Skills Fund, DHET, NSFAS, etc? Yes ☐ No ☐

4.17. What is the title of your highest qualification?

(E.g. Matric/National Diploma: Accountancy): _____

Last School EMIS ID

4.18. Last school attended: _____

(Refers to high school)

4.19. Last School Province: _____

4.20. Last School Year: _____

4.21. STATS SA Area Code: _____

4.22. POPI Act Status (Agree/Disagree): _____

LEARNER NEEDS TO AGREE (REFER TO POPI ACT IN ANNEXURE A)

4.23. POPI Act Status Date: _____

(REFERS TO THE DATE THE LEARNER GIVES CONSENT FOR THEIR INFORMATION TO BE USED)

5. Parent or guardian details

(To be completed if a learner is a minor, i.e. an unmarried person under 18 years)

5.1. Full name: _____

5.2. Identity number: _____

5.3. Residential address:

5.4. Postal address (if different from above):

5.5. Telephone number (home and work): _____

5.6. Cell numbers _____

5.7. E-mail address : _____

6. Employer details

6.1. Legal name of employer: _____

6.2. Trading name (if different from above): _____

6.3. Employer workplace approval number: _____

6.4. Approving SETA: _____

6.5. Approval date: _____

6.6. Approval review date: _____

6.7. Are you liable for the skills development levy (SDL)? Yes ☐ No ☐

If yes, what is your SDL number: _____

6.8. Name of SETA which you are registered: _____

6.9. What is the Standard Industry Classification (SIC) code that applies to your core business:

6.10. Are you acting as the lead employer? Yes ☐ No ☐

6.11. Business address:

6.12. Postal address:

6.13. GPS Co-ordinates: _____

6.14. Name of contact person: _____

6.15. Telephone number: _____

6.16. Fax number: _____

6.17. Cell number: _____

6.18. E-mail address: _____

7. Skills Development Provider details

7.1. Legal name of SDP: _____

7.2. Trading name (if different from above): _____

7.3. Are you acting as the lead provider? Yes ☐ No ☐

7.4. Are you liable for the Skills Development Levy (SDL)? Yes ☐ No ☐

If yes, what is your SDL number: _____

7.5. What is the Industrial Classification (SIC) code that applies to your core business?

7.6. Accrediting Council: _____

7.7. Accreditation number: _____

7.8. Accreditation review date: _____

7.9. Business address:

7.10. Postal address:

7.11. GPS Co-ordinates: _____

7.12. Name of contact person: _____

7.13. Telephone number: _____

7.14. Fax number: _____

7.15. E-mail address: _____

8. Contract of employment

8.1. Is the learner's contract of employment specific to the period of the agreement?

Yes ☐ No ☐

If yes specify: _____

(attach a copy of the contract of employment)

8.2. Does the learner have a copy of the contract of employment? Yes ☐ No ☐

If no explain: _____

9. Workplace Based Learning Programme Selection:

No	Workplace Based Learning Programme Type	Place an X next to ONLY ONE Type
1.	Apprenticeship	
2.	Learnership	
3.	Internship for the "N"	
4.	Candidacy	
5.	Student internship: Category A	
6.	Student internship: Category B	
7.	Student internship: Category C	
8.	Student internship	
9.	Graduate internship	
10.	SETA responsible for agreement	

10. Signatories

Learner	Learner Witness
Name:	
Signature:	
Date:	
Employer	Employer Witness
Name:	
Designation:	
Signature:	
Date:	
Skills Development Provider	Skills Development Provider Witness
Name:	
Designation:	
Signature	
Date:	
Parent/Guardian	Parent/Guardian Witness
Name:	
Signature:	
Date:	

SETA Official Use Only

Workplace Based Learning Programme Agreement Number	
Conditional placement date Regulation 6 (1)	
Registration date of the Agreement Regulation 10 (1)	
SETA official approved by the CEO to Register Workplace Based Learning Programme Agreements	Name:
	Designation:
	Signature:

ANNEXURE A :

POPI ACT

The Protection of Personal Information (POPI) Act, No 4 of 2013 promotes the protection of personal information by public and private bodies.

In simple terms, the purpose of the POPI Act is to ensure that all South African institutions conduct themselves in a responsible manner when collecting, processing, storing and sharing another entity's data subject's personal information by holding them accountable should they abuse or compromise your personal information in any way. The POPI Act also sets out requirements for lawful processing of personal information.

As part of its mandate, PSETA is legally obligated to collect, use, and disclose personal information of data subjects, for the purpose of reporting skills development initiatives and interventions to the Department of Higher Education and Training and/or performing its public law duties, as a National Public entity.

By selecting agree on this form, the data subject therefore gives consent agrees that his/her information can be used by the PSETA and the third party, such as the Department of Higher Education and Training, AGSA and any stakeholder implementing PSETA project for the purposes of reporting, auditing and registration on the learning intervention embarked on, which forms part of PSETA's public law duties as a National Public Entity.