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 the purpose 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 qualification.

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

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

"**student internship: Category C**" means a period of workplace based learning undertaken as part of 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 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 of learners, employers and registered 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 assessment specifications;

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 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 occupational 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 skill 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 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 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 learners allowance; and

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 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 workplace based learning programme;

2.6.2 provide 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 statement 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 the 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 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 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 a 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 the other employers must be attached on a separate sheet.
- If the employer and the accredited training provider are the same entity, the employer must complete sections 4 and 5.
- If a group of providers are 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.

1. LEARNER DETAILS

1.1	**FULL NAME**					
1.2	**IDENTITY NUMBER**					
1.3	**DATE OF BIRTH**					
1.4	**GENDER**	Male		Female		
1.5	**RACE**	African	Coloured	Indian	White	
1.6	**Do you have disability, as contemplated by the Employment Equity Act, 1998 (Act 55 of 1998)**	Yes		No		
	Yes (Specify)					
1.7	**LEARNER'S RESIDENTIAL, HOME AND BIRTHPLACE ADDRESSES**					
1.8	**CONTACT TELEPHONE NUMBERS (As many contact numbers as possible. At least one MUST be a cell number.)**					
			CELL NUMBER			

1.9	POSTAL ADDRESS (if different from residential)					
1.10	E-MAIL ADDRESS					
1.11	ARE YOU A SOUTH AFRICAN CITIZEN?	YES		NO		
	If No, (specify and attach documents indicating your status including citizenship and/or permanent residence, study permit, etc.					
1.12	WERE YOU EMPLOYED BY YOUR EMPLOYER BEFORE CONCLUDING THIS AGREEMENT?	YES		NO		
1.13	WERE YOU PARTY TO A WORKPLACE-BASED LEARNING PROGRAMME AGREEMENT AT ANYTIME IN THE PAST BEFORE CONCLUDING THIS AGREEMENT?	YES		NO		

2. PARENT OR GUARDIAN DETAILS (to be completed if learner is a minor i.e. an unmarried perso under 18 years)

2.1	FULL NAME				
2.2	IDENTITY NUMBER				
2.3	RESIDENTIAL ADDRESS				
2.4	POSTAL ADDRESS (if different from residential)				
2.5	TELEPHONE NUMBER	HOME		WORK	
2.6	E-MAIL ADDRESS				

3. EMPLOYER DETAILS

3.1	LEGAL NAME OF EMPLOYER				
3.2	TRADING NAME (if different from above)				
3.3	EMPLOYER WORKPLACE APPROVAL NUMBER				
3.4	APPROVING SETA				
3.5	APPROVAL DATE				
3.6	APPROVAL REVIEW DATE				
3.7	ARE YOU LIABLE FOR SKILLS DEVELOPMENT LEVY (SDL)?	YES		NO	

	IF YES, WHAT IS YOUR SDL NUMBER?				
3.8	**NAME OF SETA WITH WHICH YOU ARE REGISTERED**				
3.9	**WHAT IS THE STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE THAT APPLIES TO YOUR CORE BUNISINESS?**				
3.10	**ARE YOU ACTING AS A LEAD EMPLOYER?**	**YES**		**NO**	
3.11	**BUSINESS ADDRESS:**				
3.12	**POSTAL ADDRESS (if different from 3.11)**				
3.13	**NAME OF CONTACT PERSON**				
3.14	**TELEPHONE NUMBER**				
3.15	**FAX NUMBER**				
3.16	**CELL NUMBER**				
3.17	**E-MAIL ADDRESS**				
4.	**PROVIDER DETAILS**				
4.1	**LEGAL NAME OF PROVIDER**				
4.2	**TRADING NAME (if different from above)**				
4.3	**ARE YOU ACTING AS LEAD TRAINING PROVIDER?**	**YES**		**NO**	
4.4	**ARE YOU LIABLE FOR SKILLS DEVELOPMENT LEVY?**	**YES**		**NO**	
	IF YES, WHAT IS YOUR SDL NUMBER?				
4.5	**WHAT IS THE STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE THAT APPLIES TO YOUR CORE BUSINESS?**				
4.6	**ACCREDITING COUNCIL**				
4.7	**ACCREDITATION NUMBER**				
4.8	**ACCREDITATION REVIEW DATE**				
4.9	**BUSINESS ADDRESS**				

4.10	**POSTAL ADDRESS (if different from 4.9)**				
4.11	**NAME OF CONTACT PERSON**				
4.12	**TELEPHONE NUMBER**		**CELL NUMBER**		
4.13	**FAX NUMBER**				
4.14	**EMAIL ADDRESS**				

5. CONTRACT OF EMPLOYMENT

5.1	**IS THE LEARNER'S CONTRACT OF EMPLOYMENT SPECIFIC TO THE PERIOD OF THE AGREEMENT?**	Yes		No	
	If Yes (Specify) and attach a copy of the contract of employment				
5.2	**DOES THE LEARNER HAVE A COPY OF THE CONTRACT OF EMPLOYMENT?**	Yes		No	
	If No (explain)				

6. WORKPLACE BASED LEARNING PROGRAMME SELECTION:

6.1 WORKPLACE BASED LEARNING PROGRAMME TYPE	**Place an X next to ONLY ONE Type**
6.1.1 Apprenticeship	
6.1.2 Learnership (Indicate Title and Level)	
6.1.3 Internship for the "N" Diploma	
6.1.4 Candidacy	
6.1.5 Student Internship: Category A	
6.1.6 Student Internship: Category B	
6.1.7 Student Internship: Category C	
6.1.8 Student Internship	
6.1.9 Graduate Internship	

6.2 SETA RESPONSIBLE FOR AGREEMENT	
6.3 QUALIFICATION OR PART QUALIFICATION TITLE ASSOCIATED WITH AGREEMENT IF APPLICABLE	
6.4 QUALIFICATION OR PART QUALIFICATION SAQA ID NUMBER ASSOCIATED WITH AGREEMENT IF APPLICABLE	
6.5 CURRICULUM REGISTRATION NUMBER ASSOCIATED WITH THE AGREEMENT	
6.6 QCTO APPOINTED ASSESSMENT QUALITY PARTNER (AQP) ASSOCIATED WITH THE WORKPLACE-BASED AGREEMENT	
6.7 AGREEMENT START DATE (DATE SETA REGISTERS THE AGREEMENT)	
6.8 AGREEMENT END DATE (SUBJECT TO NUMBER OF CREDITS OF QUALIFICATION OR PART QUALIFICATION OR DURATION OF CURRICULUM))	
6.9 DESIGNATION REGISTERED WITH SAQA IF APPLICABLE	

7. SIGNATORIES

1. LEARNER	**LEARNER'S WITNESS**
Full Name:_____ Signature: _____ Date:_____	Full Name: _____ Signature: _____ Date:_____
2. PARENT OR GUARDIAN (only if the learner is a minor)	**PARENT OR GUARDIAN'S WITNESS**
Full Name: _____ Signature: _____ Date:_____	Full Name: _____ Signature: _____ Date:_____

3. EMPLOYER OR LEAD EMPLOYER	EMPLOYER'S OR LEAD EMPLOYER'S WITNESS
Full Name: _____ Designation: _____ Signature: _____ Date:_____	Full Name: _____ Signature: _____ Date:_____
4. PROVIDER OR LEAD PROVIDER	**PROVIDER'S OR LEAD PROVIDER'S WITNESS**
Full Name: _____ Designation: _____ Signature: _____ Date:_____	Full 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: _____ Date:_____