



WORK BASED LEARNING PROGRAMME AGREEMENT- QUICK REFERENCE GUIDE



Workplace Based Learning Programme Type	Indicate with an X ONLY ONE TYPE	Workplace Based Learning Programme Type	Indicate with an X- ONLY ONE TYPE
Apprenticeship		Student internship	
Learnership		Graduate internship	
Internship for the "N" Diploma		AET	
Candidacy		Bursary	
Student internship: Category A		Skills Programme	
Student internship: Category B		Work Integrated Learning	
Student internship: Category C			

LEARNER DETAILS			
NAME/S			
SURNAME			
ID NUMBER			
LEARNERSHIP TITLE			
LEARNERSHIP ID NUMBER			
LEARNER STATUS (<i>employed -18.1 / unemployed 18.2</i>)			
DG REFERENCE NUMBER			
EMPLOYER DETAILS			
REGISTERED NAME OF EMPLOYER			
CONTACT PERSON			
TELEPHONE NUMBER			
EMAIL ADDRESS			
TRAINING PROVIDER DETAILS			
REGISTERED NAME OF PROVIDER			
CONTACT PERSON			
TELEPHONE NUMBER			
EMAIL ADDRESS			
LEARNERSHIP AGREEMENT SUBMISSION CHECKLIST			
CRITERIA	YES	NO	
Certified copy of Learner ID document attached			
Copy of Learning pathway (timetable) attached			
Certified copy of Learner highest school qualification attached			
Agreement to be signed by all parties (including witnesses)			
All pages of agreement initialed by all parties			
Copy of employment contract/conditions of employment of Learner attached (18.2)			
Medical questionnaire (applicable to apprentices)			

SEE END OF DOCUMENT FOR A LIST OF OFFICIAL TRADES, SIC CODES, LEARNERSHIP TITLES THAT MUST BE USED

Only submit the agreement with supporting documentation (Page 1 to 14)

NB: KINDLY ENSURE THAT THE AGREEMENT IS FULLY COMPLETED AND CAPTURED ON THE MIS



WORK-BASED LEARNING PROGRAMME AGREEMENT



higher education
& training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

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 be in a learnership learning programme and if unemployed at the beginning of the workplace based learning, to receive the agreed workplace based learning programme allowance, as would have been agreed upon and gazetted in the Government Gazette for National Minimum Wage- Schedule 2 for the duration of the learning programme. ***The learner allowance would increase on annual basis as would be determined by the National Minimum Wage Commission and published in the Government Gazette.***

NOTE: If the learnership learning programme is not SETA funded, that particular learner is not entitled to a learner allowance. Also an unemployed learner who enters a learnership learning programme and goes to maternity leave during the learning period, she is not entitled for a learner stipend during her maternity leave.

- 2.1.8 be in an apprenticeship workplace learning programme, to be paid the apprentice wage as would have been agreed and approved by the relevant SETA Board; and
- 2.1.9 raise grievances in formally in writing with the SETA concerning any shortcomings in the quality of the education and training and or any other matter related to the training conditions 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 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 must ensure is workplace approved by the relevant SETA
- 2.4.8 keep safe the learner's portfolio of evidence

- 2.4.9 must comply with the relevant SETA, Quality Council for Occupational Trades and or National Artisan Moderating Body Regulations and or policies.
- 2.4.10 if the learner was not in the employment of the employer at the time of concluding this agreement, the employer must:
 - 2.4.10.1 enter into a contract of employment with the learner for the duration of the learning programme;
 - 2.4.10.2 advise the learner of the terms and conditions of his or her employment, **including the learner allowance**;
 - 2.4.10.3 advise the learner of the employer's workplace policies and procedures;
 - 2.4.10.4 pay the learner on time the agreed learner allowance for the duration of the learning programme; and
 - 2.4.10.5 apply the same disciplinary, grievance and dispute resolution procedures to the learner as to any other employee,
- 2.4.11 upload onto the SETA MIS and submit the signed learning programme agreement to the SETA for registration, within thirty (30) days after the signature of the learner

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 maintain accreditation by the relevant SETA to deliver the learning programme
- 2.6.2 provide the knowledge and practical skills components specified in the work-based learning programme;
- 2.6.3 provide the learner support as required by the workplace based learning programme;
- 2.6.4 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;
- 2.6.5 conduct internal assessments for the knowledge and practical skills components specified in the workplace-based learning programme; and
- 2.6.6 issue statements of results to both the learner and the workplace.

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 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 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 employer must conclude a contract of employment;
- If the learner is an unmarried person under 18 years' person, 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 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 3. Details of the 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.
- Paragraph 1.18 below will be applicable and binding to all parties/signatories to this Agreement.

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 Indian Coloured White

1.6 Do you have a disability, as contemplated by the Employment Equity Act, 1998?
(Act 55 of 1 998)

Yes (specify): _____

1.7 Learners residential, home and birth place addresses: _____

1.8 Contact telephone numbers: _____

(As many contact numbers as possible. One MUST be a 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 any time in the past before concluding this agreement?

YES NO

1.14 Highest Educational Qualification: _____

1.15 Last School EMIS: _____

1.16 Last School Year: _____

1.17 StatsSA area Code: _____

1.18 POPI Act Status: Consent and Permission to process personal information

(authorized signatory): _____

I hereby provide authorization to FP&M SETA to process the personal information provided for the purpose stated.

- I understand that withholding of or failure to disclose personal information will result in FP&M SETA being unable to perform its functions and/or any services or benefits I may require from FP&M SETA.

- Where I shared personal information of individuals other than myself with FP&M SETA I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in accordance with this consent provided and I warrant that I am authorized to give this consent on their behalf.
- To this end, I indemnify and hold FP&M SETA harmless in respect of any claims by any other person on whose behalf I have consented, against FP&M SETA should they claim that I was not so authorized.
- I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to Police.
- I will not hold FP&M SETA responsible for any improper or unauthorized use of personal information that is beyond its reasonable control.

1.19 POPI Act date: _____

2. Parent or guardian details

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

2.1 Full name: _____

2.2 Identity number: _____

2.3 Residential address: _____

2.4 Postal address (if different from above): _____

2.5 Telephone number (home and 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 expiry/review date: _____

3.7 Are you liable for the 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 Is the Standard Industrial Classification (SIC) code that applies to your core business

3.10 Are you acting as the 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: _____

3.18 Web Address: _____

3.19 GPS Coordinates: _____

4. Provider details

4.1 Legal name of provider: _____

4.2 Trading name (if different from above): _____

4.3 Are you acting as the lead provider?

YES

NO

4.4 Are you liable for the Skills Development Levy (SDL)?

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: _____

4.13 Fax number: _____

4.14 E-mail address: _____

4.15 Web Address: _____

4.16 GPS Coordinates: _____

5. Contract of employment

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

YES (specify): _____

NO

If yes, attach a copy of the contract of employment.

5.2 Does the learner have a copy of the contract of employment?

NO (explain): _____

YES

6. Workplace Based Learning Programme Selection:

Workplace Based Learning Programme Type	Place an X next to ONLY ONE TYPE
1. Apprenticeship	
2. Learnership	
3. Skills Programme	
4. Bursary	
5. Adult Education and Training - AET	
6. Work Integrated Learning - WIL	
7. Internship for the "N" Diploma	
8. Candidacy	
9. Student internship: Category A	
10. Student internship: Category B	
11. Student internship: Category C	
12. Student internship	
13. Graduate internship	

SETA responsible for agreement	
Qualification or part qualification title associated with agreement if applicable	
Qualification or part qualification SAQA ID number associated with agreement if applicable	
Curriculum registration number associated with the agreement	

QCTO appointed Assessment Quality Partner (AQP) associated with the workplace-based agreement	
Agreement start date (date SETA registers the agreement)	
Agreement end date (subject to number of credits of qualification or part qualification or duration of curriculum)	
Designation registered with SAQA if applicable	

7. Signatories

Parent or Guardian's signature

(Only if the learner is a minor)

Learner Full Name: _____

Full Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Witness:

Witness:

Signature: _____

Signature: _____

Date: _____

Date: _____

Employer or Lead Employer's signature

Provider or Lead Provider's signature

Full Name: _____

Full Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Witness:

Witness:

Signature: _____

Signature: _____

Date: _____

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: _____