



LEARNERSHIP AGREEMENT



PART A: 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 Skills Development Act 97 of 1998 ('the Act') to provide false or misleading information in this Agreement.

We agree to the following rights and duties.

Please ensure to attach the following evidence to this agreement:

- Certified copy of ID
- Certified copy of highest qualification
- Signed, Original fixed term contract (unemployed learners only)

2 Rights and duties of learners, employers and training providers

2.1 Rights of the Learner

The learner has the right to:

- 2.1.1 receive an induction to the learnership;
- 2.1.2 be educated and trained under the learnership;
- 2.1.3 access to the required resources for the achievement of the specified outcomes for the structured learning component as well as the specified practical workplace experience activities of the learnership;
- 2.1.4 be assessed and have access to the assessment results for the structured learning component as well as the specified practical workplace experience activities of the learnership;
- 2.1.5 receive a written statement of results within 21 working days of the final assessment required in this learnership agreement;
- 2.1.6 if successful, be awarded a certificate of achievement for the qualification associated with the learnership within 45 working days of the learner's final assessment;
- 2.1.7 in the case of a section 18(2) learner, receive the agreed learnership allowance for the duration of the learnership;
- 2.1.8 raise grievances in writing with the SETA or the ETQA accredited for the qualification associated with the learnership concerning any shortcomings in the quality of the education and training under the learnership.

2.2 Duties of the Learner

The learner must:

- 2.2.1 carry out all occupationally related work for the employer required for the practical workplace experience activities specified in the learnership;
- 2.2.2 comply with the employer's workplace policies and procedures;
- 2.2.3 be available for, and participate in, all structured learning and practical workplace experience activities required by the learnership;
- 2.2.4 attend all theoretical learning sessions and practical learning activities with the training provider;
- 2.2.5 complete timesheets and projects and participate in any assessment activities that are required for the final assessment at the end of the learnership; and
- 2.2.6 undertake all learning relating to the learnership conscientiously.

2.3 Rights of the Employer

The employer has the right to require the learner to:

- 2.3.1 perform 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 Skills Development Act and applicable legislation including:
 - Basic Conditions of Employment Act 75 of 1997;
 - Labour Relations Act 66 of 1995;
 - Employment Equity Act 55 of 1998;
 - Occupational Health and Safety Act 85 of 1993 (or Mine Health and Safety Act 27 of 1996);
 - Compensation for Occupational Injuries and Diseases Act 130 of 1993;
 - Unemployment Insurance Act 30 of 1996.
- 2.4.2 provide the facilities and resources required for the specified practical workplace experience activities of the learnership;
- 2.4.3 provide the learner with supervision, mentoring and coaching at work;

- 2.4.4 provide the learner with appropriate education and training to competently perform the specified workplace experience activities required by the learnership;
- 2.4.5 release the learner during normal working hours to attend off-the-job structured learning required by the learnership;
- 2.4.6 conduct on-the-job assessment for the specified workplace experience activities, or cause it to be conducted;
- 2.4.7 keep up to date records of workplace learning and periodically discuss progress with the learner and the training provider;
- 2.4.8 if the learner was not in the employment of the employer at the time of concluding this Agreement-
 - enter into a contract of employment with the learner for the duration of the learnership;
 - advise the learner of the terms and conditions of his or her employment, including the learner allowance; and
 - advise the learner of the employer's workplace policies and procedures.
- 2.4.9 pay the learner the agreed learner allowance for the duration of the learnership;
- 2.4.10 apply the same disciplinary, grievance and dispute resolution procedures to the learner as to any other employee;
- 2.4.11 submit the signed learnership agreement to the SETA for registration; and
- 2.4.12 submit records as required by ETQA Body.

2.5 Rights of the Training provider

The training provider has the right to access the learner's portfolio of evidence and workplace learning related assessments.

2.6 Duties of the Training provider

The training provider must:

- 2.6.1 provide the structured learning specified in the learnership;
- 2.6.2 provide the learner support as required by the learnership;
- 2.6.3 record, monitor and retain details of the education and training provided to the learner in terms of the learnership and periodically discuss progress with the learner and the employer;
- 2.6.4 conduct off-the-job assessments for the structured learning component specified in the learnership, or cause it to be conducted; and

- 2.6.5 ensure that the assessment against the outcomes of the qualification associated with the learnership is conducted at the end of the learnership; and
- 2.6.6 issue a written statement of results in respect of the learner's final assessment for the qualification associated with the learnership within 21 working days of the assessment, to the learner, the SETA and the ETQA accredited for the qualification.

3 Termination of this Agreement

This learnership agreement terminates:

- 3.1 on the termination date stipulated in Part B of this Agreement; or
- 3.2 on an earlier date if:
 - 3.2.1 the learner has successfully completed the final assessment and fulfilled all requirements associated with the specified workplace experience activities of the learnership;
 - 3.2.2 the learner is fairly dismissed by the employer for a reason related to the learner's conduct or capacity as an employee;
 - 3.2.3 the SETA approves the termination of the Agreement in terms of the Learnership Regulations, 2006.

4 Disputes

- 4.1 If there is a dispute concerning any of the following matters, it may be referred to the Commission for Conciliation, Mediation and Arbitration (CCMA):
 - 4.1.1 the interpretation or application of any provision of this Agreement, the learner's contract of employment or a sectoral determination made in terms of section 18(3) of the Act;
 - 4.1.2 Chapter 4 of the Act;
 - 4.1.3 the termination of this Agreement or, in the case of a section 18(1) learner, the learner's contract of employment.
- 4.2 If there is a dispute regarding the quality of education and training provided by the training provider or regarding the quality of the learner's learning performance, it may be referred to the ETQA accredited for the learnership qualification for resolution in accordance with the applicable policies and procedures of the ETQA.

PART B: DETAILS OF THE LEARNERSHIP 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 a minor then the learner's parent or guardian must be a party to this Agreement and must complete section 3. The parent or guardian ceases to be a party to this Agreement once the learner ceases to be a minor.
- If a group of employers are party to this Agreement, one of the employers must perform the function of a lead employer. The lead employer must complete section 4. 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 training providers are party to this Agreement, one of the providers must perform the function of lead training provider. The lead training provider must be accredited for the qualification and must complete section 5. Details of the other training providers must be attached on a separate sheet.
- A copy of the learning programme outline and implementation plan must be attached.
- The Protection of Personal Information Act, No 4 of 2013 promotes the protection of personal information by public and private bodies. The BANKSETA is in full support of the PoPI Act, and will disclose information only to ensure compliance in terms of the PIVOTAL reporting requirements.

1 Learnership details

1.1 Name of learnership

1.2 Department of Labour registration number of learnership

1.3 Commencement date of learnership agreement

1.4 Termination date of learnership agreement

1.5 Occupation that this learnership is related to

(as per the Organising Framework of Occupations (OFO))

1.6 Name of the qualification

1.7 SAQA Qualification ID number

1.8 Is the learnership SETA Funded

2 Learner details

2.1 Full name : _____

2.2 Identity number : _____

2.3 Date of birth : _____

2.4 Sex: Male Female

2.5 Race: African Indian

Coloured White

Other (specify): _____

2.6 Do you have a disability, as contemplated by the Employment Equity Act 55 of 1998?¹

Yes (specify): _____ No

2.7 Home address : _____

Name of Municipality: _____

Province _____

Rural or Urban _____

2.8 Telephone number : _____

2.9 Postal address (if different from above):

2.10 E-mail address : _____

2.11 Are you a South African citizen?

Yes No (specify and attach documents indicating your status,
for example: permanent residence, study permit, etc):

2.12 Highest level qualification:

¹ The Employment Equity Act defines a disability as a long-term or recurring physical or mental impairment which substantially limits prospects of entry into, or advancement in, employment.

(Tick the relevant box)

NQF level / nomenclature		Other nomenclature	
8	<input type="checkbox"/>	Doctoral degrees, PhD	<input type="checkbox"/>
7	<input type="checkbox"/>	Masters degrees	<input type="checkbox"/>
6	<input type="checkbox"/>	4 year Degrees	<input type="checkbox"/>
5	<input type="checkbox"/>	National diplomas and higher certificates	<input type="checkbox"/>
4	Further Education & Training Certificate	<input type="checkbox"/>	Grade 12, matriculation exemption NTC 4
3	<input type="checkbox"/>	Grade 11, NTC 3	<input type="checkbox"/>
2	<input type="checkbox"/>	Grade 10, NTC 2	<input type="checkbox"/>
1	General Education & Training Certificate	<input type="checkbox"/>	Grade 9, School leaving certificate, NTC 1, ABET level 4

2.13 What is the title of your highest qualification? _____

2.14 Have you previously undertaken a learnership?

Yes (specify title and code): _____ No

2.15 Were you employed by your employer before concluding this Agreement?

Yes No

2.16 If you were unemployed before concluding this Agreement, state for how long:

2.17 If you are employed, when did you start work with your employer?

3 Parent or Guardian details

(To be completed if learner is a minor)

3.1 Full name : _____

3.2 Identity number : _____

3.3 Home address : _____

3.4 Postal address (if different from above):

3.5 Telephone number : _____

(home and work)

3.6 E-mail address : _____

4 Employer details

4.1 Legal name of employer :

4.2 Trading name (if different from above) :

4.3 Are you liable for the skills development levy?

Yes

No

If yes, what is your SDL number :

4.4 Name of SETA with which you are registered:

4.5 What is the Standard Industrial Classification (SIC) code that applies to your core business? :

4.6 Are you acting as the Lead Employer?

Yes

No

4.7 Business address :

4.8 Postal address (if different from 4.7) :

4.9 Name of contact person :

4.10 Telephone No :

4.11 Fax No :

4.12 E-mail address :

5 Training Provider details

5.1 Legal name of Training Provider :

5.2 Trading name (if different from above) :

5.3 Are you acting as the Lead Training Provider?

Yes No

5.4 Are you liable for the skills development levy?

Yes No

If yes, what is your SDL number :

5.5 What is the Standard Industrial Classification (SIC) code that applies to your core business :

5.6 Name of ETQA that has accredited your institution

5.7 Accreditation number and review date :

5.8 Business address: :

5.9 Postal address (if different from 5.10) :

5.10 Name of contact person

5.11 Telephone number

5.12 Fax number

5.13 E-mail address

6. Terms and conditions of employment

6.1 Are the learner's terms of employment determined by a document of general application (for example, sectoral determination, bargaining council agreement, collective agreement?)

Yes (specify): Sectoral Determination Nr.5 No

6.2 Attach a copy of a document reflecting the learner's conditions of employment (for example: contract of employment, written particulars of employment.)

7. Signatories

Learner's signature:

Date: _____

Witness signature:

Date: _____

Parent or Guardian's signature

(Only if the learner is a minor)

Date: _____

Witness signature:

Date: _____

Employer or Lead Employer's signature

Date: _____

Witness signature:

Date: _____

Training Provider or Lead Training Provider's signature

Date: _____

Witness signature:

Date: _____