



Education, Training and Development Practices Sector Education and Training Authority

# Work-Based Learning Programme Agreement

AT THE CUTTING EDGE OF SKILLS DEVELOPMENT



higher education  
& training

Department:  
Higher Education and Training  
REPUBLIC OF SOUTH AFRICA

## INSTRUCTIONS

1. Please read carefully before completing, signing or submitting this agreement
2. Complete ALL information on this agreement using black ink
3. Complete in BLOCK LETTERS
4. Ensure that this agreement is signed by all parties and initialled on each page
5. An agreement with incomplete or incorrect information will automatically be disqualified
6. Completed agreement should be submitted to the relevant ETDP SETA
7. No erasure is permitted on this agreement
8. The following documents MUST be attached:
  - A certified ORIGINAL copy of a valid proof of identification (i.e. Identity Document/Driver's Licence)
  - A certified ORIGINAL of copy of highest qualification (where applicable)
  - Proof of employment (This is only applicable for the employed beneficiaries)

## DISCLOSURE OF PERSONAL INFORMATION

Information provided will solely be used for the ETDP SETA reporting purposes and will not be provided to the third party without the prior consent of the beneficiary. The ETDP SETA commits to handle the beneficiary personal information in accordance with the provisions of the POPI Act.

## INDEMINITY

Upon signature of this agreement the training provider and beneficiary shall indemnify and hold harmless the SETA, its officers, employees and agents from and against any loss (including legal costs and expenses) or liability incurred or suffered by any person arising from any claim, demand, action or proceeding by any person where such loss or liability was caused by a wilful, unlawful or negligent act or omission of the training provider, its employees, agents or subcontractors.

## PART A: BACKGROUND INFORMATION

Work based learning is collective terms that refers to the following programmes:

- Apprenticeship
- Learnership
- Internship for the " N" Diploma
- Candidacy
- Student internship: Category A
- Student internship: Category B
- Student internship: Category C
- Student internship
- Graduate internship; including the Career Development Officers

### 1. Work Based Learning Programme Objectives

The objective of the SETA work based learning programme is to enable the beneficiaries to acquire knowledge, skills, competencies and gain insights through work place exposure with an intension to enhance employability.

## 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 w1dertaken 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 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 Qualification 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

- 1.1. We understand that this agreement is legally binding.
- 1.2. We understand that it is an offence in terms of the Act to provide false or misleading information in this agreement.
- 1.3. 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. 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 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 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 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**

- 2.4.1. The employer must:
- 2.4.2. 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 :
- 2.4.3. Basic Conditions of Employment Act, 1997(Act 75 of 1997);
- 2.4.4. Labour Relations Act, 1995 (Act 66 of 1995);
- 2.4.5. Employment Equity Act, 1998 (Act 55 of 1998);
- 2.4.6. Occupational Health and Safety Act, 1993 (Act 85 of 1993) or Mine Health and Safety Act, 1996 (Act 27 of 1996) ;
- 2.4.7. Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993); and
- 2.4.8. Unemployment Insurance Act, 1996 (Act 30 of 1996) ;
- 2.4.9. provide the facilities and resources required for the work experience components of the workplace-based learning programme;
- 2.4.10. provide the learner with supervision and mentoring at work;
- 2.4.11. release the learner during normal working hours to attend of the job components of the workplace-based learning programme;
- 2.4.12. complete the learner ' s work records;
- 2.4.13. keep up to date records of workplace learning and periodically discuss progress with the learner and the provider;
- 2.4.14. if the learner was not in the employment of the employer at the time of concluding this agreement, the employer must:
- 2.4.15. enter into a contract of employment with the learner for the duration of the learning programme;
- 2.4.16. advise the learner of the terms and conditions of his or her employment, including the learner allowance
- 2.4.17. advise the learner of the employer' s workplace policies and procedures;

- 2.4.18. apply the same disciplinary, grievance and dispute resolution procedures to the learner as to any other employee.
- 2.4.19. submit the signed training 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 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 )earning 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 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 D: 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; 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.

### 1. DETAILS OF THE WORK BASED LEARNING PROGRAMME

Title of work based learning programme:																			
S	O	C	I	A	L		W	O	R	K	E	R		I	N	T	E	R	N
S	P	E	C	I	A	L		S	C	H	O	O	L	S					
Commencement date of work based learning programme agreement:								0	1	/	0	6	/	2	0	2	0		
Termination date of work based learning programme agreement:								3	1	/	0	5	/	2	0	2	1		
OFO occupation that this work based learning programme is related to (as per the OFO Update Version 2017):																			
NQF Level																			
SETA responsible for agreement								ETDPSETA											

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												







4. HOST EMPLOYER DETAILS

Employer Name	E	A	S	T	E	R	N	C	A	P	E	D	E	P	A	R	T	M	E	N	T	O	F	E	D	U	C	A	T	I	O	N
Standard Industrial Classification (SIC) code																																
Employer workplace approval number																																
Approving SETA	E	T	D	P	S	E	T	A																								
Approval Date			/		/																											
Approval Review Date			/		/																											
Name and Surname of SDF/ Contact Person (If Applicable)	L	U	K	H	A	N	Y	O	S	I	D	I	Y	A																		
Do you pay Skills Development Levy (SDL)?	Yes	X	No																													
Name of SETA with which you are registered	E	T	D	P	S	E	T	A																								

Employer SDL Number (If Applicable)	N	L	2	0	1	3	1	9	9	9	Telephone	0	4	0	6	0	8	4	7	8	4	Fax	0	4	0	6	0	8	4	5	5	2						
Email	L	U	K	H	A	N	Y	O	.	S	I	D	I	Y	A	@	E	C	D	O	E	.	G	O	V	.	Z	A										
Name of District Municipality	A	M	A	T	H	O	L	E	D	I	S	T	R	I	C	T	M	U	N	I	C	I	P	A	L	I	T	Y										
Name of Local Municipality	B	U	F	F	A	L	O	C	I	T	Y	M	E	T	R	O																						
Physical Address: Street No./Stand No.	S	T	E	V	E	V	U	K	I	L	E	T	S	H	W	E	T	E	B	U	I	L	D	I	N	G												
Name of Suburb/Village/Township	Z	W	E	L	I	T	S	H	A																													
Postal Address: Private Bag/P.O. Box Number	X	0	0	3	2	Name of City/Town/Tribal Authority	B	I	S	H	O																											
						Area Code	5	6	0	5																												



## 6. CONTRACT OF EMPLOYMENT

8.1 Is the learner's contract of employment specific to the period of the agreement? <i>(Place a tick in the appropriate box)</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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If yes, Specify:	

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

8.2 Does the learner have a copy of the contract of employment?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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If no, explain:	The Learners will be handed their copies employment contracts when all parties have signed the contracts

## 7. WORKPLACE BASED LEARNING PROGRAMME SELECTION

Workplace Based Learning Programme Type	Place an X next to ONLY ONE Type
9.1 Apprenticeship	
9.2 Learnership	
9.3 Internship for the " N" Diploma	
9.4 Candidacy	
9.5 Student internship: Category A	
9.6 Student internship: Category B	
9.7 Student internship: Category C	
9.8 Student internship	
9.9 Graduate internship including the Career Development Officers	<b>X</b>

## 8. DURATION OF THE WORK BASE LEARNING PROGRAMME

Start Date of the Work Based Learning Programme									
0	1	/	0	6	/	2	0	2	0

End Date of the Work Based Learning Programme									
3	1	/	0	5	/	2	0	2	1

In the event of the termination date being extended, then under no circumstances the duration of the work based learning programme, including remedial work if needed will exceed a period of 18 months calculated from the commencement date.

## 9. REMUNERATION

Monthly allowance/stipend will be paid by the ETDP SETA in the amount determined by the ETDP SETA’s Grant Disbursement Policy from time to time to assist the learner with travel and related costs, same amount which at the date of signature hereof is in the amount of

R	7	5	0	0	'	0	0
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This will be paid directly to the learner’s bank account per month for the duration of the Work Based Learning Agreement.

## 10. SIGNATORIES

Learner Signature:										
Date	2	9	/	0	5	/	2	0	2	0

Parent/Guardian Signature <i>(Only applicable if a learner is under 18 years of age)</i>										
Date			/			/	2	0	2	0

Witness Signature:										
Date	2	9	/	0	5	/	2	0	0	0

Witness Signature:										
Date			/			/	2	0	2	0

Host Employer Signature (if applicable)										
Witness Signature:										
Date	2	9	/	0	5	/	2	0	2	0

Training Provider Signature (if applicable):										
Witness Signature:										
Date			/			/	2	0	2	0

**11. OFFICIAL USE ONLY**

Workplace Based Learning Programme Agreement Number <b>(Only applicable to learnerships)</b>																						
													Conditional placement date (Regulation 6 (1))									
													D	D	/	M	M	/	Y	Y	Y	Y
													Registration date of the Agreement (Regulation 10 (1))									
													D	D	/	M	M	/	Y	Y	Y	Y
ETDP SETA Official approved by the CEO to register Workplace Base Learning Programme Agreements																						
Name	N	O	L	U	V	U	Y	O	S	O	C	U	T	S	H	A	N	A				
Signature of the ETDP SETA Designated Official																						
<p>-----</p>																						
Date			/			/	2	0	2	0												