

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF HIGHER EDUCATION AND TRAINING

NO. 275

29 MARCH 2017

SKILLS DEVELOPMENT ACT, 1998 (ACT 97 of 1998)

CALL FOR COMMENTS ON THE DRAFT WORKPLACE BASED LEARNING PROGRAMMES AGREEMENT REGULATIONS

I, Bonginkosi Emmanuel Nzimande, MP, Minister of Higher Education and Training, hereby publish the *Workplace Based Learning Programmes Agreement Regulations for public comments*.

All interested persons and organisations are invited to comment on the report in writing within a period of 21 working days from the date of publication of this notice.

Comments must be submitted to the following addresses :

Post Comments to :

The Acting Chief Director
Work Integrated Learning
Private Bag X174
PRETORIA
0001

Fax comments to :

086 298 9783

Hand deliver comments to :

Reception
SETA Support & Learnerships
123 Francis Baard Street
PRETORIA

E-mail comments to :

Mashabane.E@dhet.gov.za and
Lusenga.P@dhet.gov.za



Dr BE Nzimande, MP
Minister of Higher Education and Training

Date: 14/03/2017

SCHEDULE

SKILLS DEVELOPMENT ACT, 1998 (ACT 97 OF 1998)

SETA WORKPLACE BASED LEARNING PROGRAMME AGREEMENT REGULATIONS, 2017

PREAMBLE

The Skills Development Act, 1998 (Act 97 of 1998) provides that a learning programme “includes a learnership, an apprenticeship, a skills programme and any other prescribed learning programme which includes a structured work experience component” (s.1).

The Act requires a SETA, in accordance with any requirements that may be prescribed, to establish and promote learning programmes, assist in the conclusion of agreements for learning programmes to the extent that is required, and register agreements for learning programmes to the extent that is required (s. 10(1)(b)(i), (c)(iv) and (d)).

The Sector Education and Training Authorities (SETAs) Grant Regulations, 2012 provide that “A key focus of SETAs must be to address scarce and critical skills through programmes that are designed to address such skills needs, and which includes workplace-based learning” (Regulation 6(11)).

The purpose of the SETA Workplace-Based Learning Programme Agreement Regulations is to provide for –

- (1) the addition of the terms “candidacy”, and “internship”, which are common forms of workplace-based learning, are added to the definition of “learning programme as included in Annexure A;
- (2) the preparation, submission, registration and management of workplace-based learning programme and skills programme agreements, the management of disputes and certain administrative arrangements; and
- (3) the repeal of the Learnership Regulations published in Notice R519 (*Government Gazette* No. 30010) dated 29 June 2007 as a whole.

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CHAPTER 1

DEFINITIONS AND APPLICATION

Definitions

1. In these regulations, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act shall have that meaning and –

“AQP” means assessment quality partner;

“agreement” means a workplace-based learning programme agreement;

“agreement form” means a workplace-based learning programme agreement form;

“employer” means the employer party to an agreement or a group of such employers as contemplated in s. 17(1)(b) of the Act;

“learner” means the learner party to an agreement as contemplated in s. 17(1) (a) of the Act;

“Learnership Regulations” means the Learnership Regulations, 2007 published in Notice R519 (*Government Gazette* No. 30010) dated 29 June 2007.

“NAMB” means the National Artisan Moderation Body contemplated in section 26A of the Act;

“professional body” means any body of expert practitioners in an occupational field recognised by SAQA in terms of s. 29 of the NQF Act, and includes an occupational body;

“professional designation” means a title or status conferred by a professional body in recognition of a person's expertise and right to practise in an occupational field and registered on the NQF in terms of s. 30 of the NQF Act;

“provider” means the skills development provider party to an agreement or group of such providers as contemplated in ss. 1 and 17(1)(c) of the Act;

“qualification” includes a part qualification as defined in section 1 of NQF Act;

“quality council” means a quality council contemplated in s. 1 of the NQF Act;

“workplace-based skills programme” means a learning programme contemplated in s. 20(1) of the Act;

“submit” means to deliver a document by hand or registered post or by an electronic communication that can be printed by the addressee;

“suspend” means to formally interrupt an agreement for a specified period of time without terminating it;

“terminate” means to dissolve an agreement before all the terms of agreement have been fulfilled;

“the Act” means the Skills Development Act 1998 (Act 97 of 1998).

“workplace-based learning programme” means is an educational approach with a quality assured curriculum through which a person internalises knowledge, gain insights and acquire skills and competencies through exposure to a work-place to achieve specific outcomes applicable for employability. .

“workplace-based skills programme” means is an educational approach without a quality assured curriculum through which a person internalises knowledge, gain insights and acquire skills and competencies through exposure to a work-place to achieve specific outcomes applicable for employability.

Application

2. These regulations apply to all workplace based learning programmes as defined in Annexure B or workplace-based skills programmes as defined in Annexure C.

CHAPTER 2

PARTIES TO AGREEMENT

Parties to agreement

3. The parties to an agreement are –

- (a) a learner;
- (b) an employer; and
- (c) a provider.

Rights and duties

4. When the parties sign an agreement they have the rights and are bound by the duties specified in the agreement as contemplated in s. 17(2) of the Act.

CHAPTER 3

REGISTRATION OF AGREEMENT

Submission of agreement form

- 5.(1) An agreement must be in the prescribed form set out in Annexure A or B without any changes made by a SETA.
- (2) The parties to an agreement must complete and sign an agreement form.
- (3) If the learner is a minor, the learner's parent or guardian must sign on behalf of the learner.
- (4) Subject to these regulations the employer or the provider must submit the completed and signed agreement form to the SETA such that the SETA receives it within 45 calendar days of the date on which the learner signed the agreement.
- (5) On receipt of the completed agreement form the SETA must confirm to the sender in writing the date on which the agreement form was received.

Conditional placement of learner

- 6.(1) When a learner has signed an agreement the employer must forthwith conditionally place the learner on the relevant workplace-based learning programme or workplace-based skills programme pending a SETA's decision to register or not to register the agreement.
- (2) If the learner referred to in sub-regulation (1) is unemployed a contract of employment comes into effect when the learner is conditionally placed on the learning programme.
- (3) If in terms of regulation 10(1) a SETA registers the agreement referred to in sub-regulation (1) the employer must forthwith confirm the learner's placement.
- (4) If in terms of regulation 10(2) a SETA declines to register the agreement the employer must forthwith terminate the learner's conditional placement whether or not funding has been secured.

Requirements for registration

7. A SETA may register an agreement if –
 - (a) it has received a completed and signed agreement form referred to in regulation 5(1) within 45 calendar days of the date on which the learner has signed the agreement;
 - (b) in the case of a learnership, it has been registered with the Director-General in terms of chapter 3 of these Regulations;
 - (c) the employer falls within the scope of the SETA as established or re-established by the Minister in terms of s. 9 of the Act;
 - (d) the employer enters into a contract of employment with the learner if the learner is not employed at the start of the workplace-based learning programme agreement
 - (f) the provider is accredited by the QCTO or professional body for the relevant curriculum components associated with the learning programme; and
 - (g) the terms of the agreement comply with the terms of the workplace-based learning programme, the Act and any other applicable law.

Additional requirements for group of employers

8. In addition to the requirements in regulation 7 and subject to any reasonable condition that the Director-General may determine, a SETA may register a workplace-based learning programme agreement to which a group of employers is party only if –
- (a) one of the employers is identified in the agreement as the lead employer and that employer is geographically located within South Africa;
 - (b) the lead employer has signed the agreement and all other employer parties are listed in an annexure to the agreement;
 - (c) all employers who are party to the agreement are collectively approved by the QCTO for the structured work experience component; and
 - (d) the lead employer undertakes:
 - (i) to ensure compliance with the employer's duties in terms of the agreement; and
 - (ii) to ensure the implementation of the agreement at the workplace of the other employer parties.

Additional requirements for group of providers

9. In addition to the requirements in regulation 7 a SETA may register a workplace-based learning programme agreement to which a group of providers is party only if –
- (a) one of the providers is identified in the agreement as the lead provider and that provider is geographically located within South Africa;
 - (b) every provider who is a party to the agreement is accredited for a component of the curriculum associated with the learning programme; and
 - (c) the lead provider –
 - (i) has entered into a binding agreement with the accredited provider parties to provide the relevant curriculum components;
 - (ii) undertakes to ensure compliance with the provider's duties in terms of the agreement; and
 - (iii) ensures that the accreditation status of the provider parties to the agreement is maintained for the duration of the agreement.

Registration decision by SETA

- 10.(1) If within 14 working days of receiving an agreement a SETA is satisfied that the relevant requirements in regulations 7-9 have been complied with it must –
- (a) register the agreement, record the date of registration and generate a number for the agreement;
 - (b) submit to each party proof that the agreement has been registered;
 - (c) make available a copy of the agreement to each party as and when requested to do so;
 - (d) determine whether the employer is eligible for a grant in terms of the prevailing SETA Grant Regulations; and
 - (e) advise the employer of the amount of any grant that it will pay.
- (2) If within 14 working days of receiving an agreement a SETA decides not to register it the SETA must notify each party, providing reasons for its decision considering relevant facts.
- (3) If a SETA approves the termination of an agreement in terms of regulation 14 the SETA must de-register the agreement and determine appropriate action to protect the learner.

Amendment to agreement

- 11.(1) The parties to an agreement may, by mutual agreement and subject to the SETA's prior approval, amend the terms of a registered agreement.
- (2) A SETA may register an amendment referred to in sub regulation (1) if an annexure signed by each party indicating the amendment to the original agreement is submitted to the SETA prior to implementing the amendment.

Substitution of party

12. A SETA may approve an application from an employer for the substitution of the employer or the provider if a written application in the form of an annexure setting out the terms of the substitution and signed by each party is submitted to the SETA.

Suspension of agreement

- 13.(1) A SETA may suspend a learning programme agreement for a specified period if the employer or the learner has requested, on good cause, to suspend the agreement and the

other parties to the agreement have had the opportunity to make representations as to why the agreement should not be suspended.

- (2) An application to suspend an agreement in terms of sub-regulation (1) must be submitted to the SETA in writing together with –
 - (a) the reasons for requesting the suspension; and
 - (b) proof that the other parties to the agreement have had the opportunity to make representations as to why the agreement should not be suspended
- (3) On approval of the suspension the SETA must –
 - (a) attach the application to suspend the agreement as an annexure to the agreement;
 - (b) extend the registered agreement completion date by the period of the suspension agreed by the parties or as determined by the SETA in sub- regulation (1);
 - (c) suspend any grant payments that may be associated with the agreement; and
 - (d) notify each party to the agreement of the suspension period and the date on which the agreement will recommence.
- (4) The employer must inform the SETA in writing of the re-commencement of the agreement within seven calendar days of re-commencement.
- (5) The SETA must resume any outstanding grant payments on receipt of proof that the agreement has been re-commenced.

Termination of agreement

14.(1) A SETA may approve the termination of an agreement if –

- (a) an employer or learner has made a written request to terminate and the other parties have had an opportunity to make representations;
- (b) a learner has terminated a contract of employment with the employer and another employer has not been substituted in terms of regulation 12; or

- (c) a provider has requested on good cause to terminate and the other parties have had an opportunity to make representations; or
 - (d) the SETA or the employer have been unable to arrange for another provider to be substituted for the existing provider in terms of regulation 12.
- (2) An application to terminate an agreement in terms of sub-regulation 1 must be submitted to the SETA in writing.
- (3) In the case of sub-regulation (1)(a) the application to terminate must be accompanied by a letter signed by the employer and the learner setting out the reasons for the termination.
- (4) The SETA's decision must be communicated to each party in writing and must determine appropriate action to protect the learner

Certification of learner achievements

- 15 (1) For all workplace-based learning programme agreements the AQP appointed by the QCTO must, within 21 working days after the verification of the learner's final external summative assessment submit the results –
- (a) to the QCTO. ; and
 - (b) to the SETA where the workplace-based learning programme is registered.
 - © to the relevant Quality Council.
- (2) If a learner referred to in sub-regulation (1) has met the requirements of the final external summative assessment the QCTO must issue the learner with a certificate for the relevant occupational qualification within 21 working days of receiving the certification recommendation from the AQP or the CHE.

Completion of agreement

16. When the end date specified in an agreement has been reached the SETA must –
- (a) inform the learner and the employer that the agreement has been completed and advise on any outstanding matters relating to it; and
 - (b) if the learner concerned has completed the workplace-based learning programme, inform the Department after a period of six months in a format determined by the Department if the learner was employed full time or part time by an employer.

CHAPTER 4

Registering Learnerships

17. (1) A SETA applying to register a learnership in terms of section 16 of the Act must complete the registration form set out in Annexure C to these Regulations.
- (2) The completed registration form referred to in subregulation (1) must be signed by the executive officer of the SETA and be submitted to the Director-General.
- (3) If the SETA applying to register a learnership is not the SETA that is required to monitor the learnership for the relevant qualification associated with the learnership, the SETA must submit proof to the satisfaction of the Director-General that it has made adequate arrangements with the relevant SETA-
- (a) .
- (4) Upon registration of a learnership, the Director-General must-
- (a) allocate and issue a learnership registration number; and
- (b) issue a certificate of registration to the SETA.
- (5) The Director-General may require a SETA to submit information, particulars or documentation prior to the registration of a learnership within time-periods stipulated by the Director-General.

Amending registered Learnerships

18. (1) A SETA may apply in writing to the Director-General to amend a registered learnership.

(2) If the South African Qualifications Authority amends the registration of a qualification associated with a learnership, the relevant SEA must, within 45 working days of the amendment, apply to amend the registered learnership in terms of subregulation (1).

(3) If the registered learnership is amended, the Director-General must amend the relevant certificate of registration accordingly or issue a new certificate of registration.

(4) The amendment of a registered learnership does not affect-

- (a) the rights and obligations of the parties to any learnership agreement in respect of that learnership in force at the time of the amendment;
- (b) the validity of any learnership completed by a learner or any qualification associated with the learnership achieved by a learner –
 - (i) before amendment of the learnership; or
 - (ii) in respect of any period of learnership that is commenced before the amendment of the learnership and which the learner has duly completed.

Deregistration of Learnerships

19. (1) The Director-General may deregister a learnership if –

- (a) the relevant SETA has in writing requested the Director-General to deregister the learnership;
- (b) the qualification associated with the learnership has been deregistered by the South African Qualifications Authority;

- (c) the relevant SETA fails to submit information, particulars or documentation in respect of the learnership in accordance with regulation 2(5); or
 - (d) the Director-General is satisfied that there is no longer a need for the learnership due to no enrolments of learners.
 - (2) Before deregistering a registered learnership, the Director-General must, -
 - (a) publish notice of the intention to deregister and the reasons for doing so in the *Government Gazette*;
 - (b) give interested person 30 days from the date of notice in the *Government Gazette* to make representations on why the learnership should not be deregistered; and
 - (c) consider those representations, and any views expressed by the National Skills Authority, in reaching a decision.
 - (3) The deregistration of a registered learnership does not affect-
 - (a) the right and obligations of the parties to any learnership agreement in respect of that learnership in force at the time of deregistration;
 - (b) the validity of any learnership completed by a learner or any qualification associated with the learnership achieved by a learner –
 - (i) before deregistration of the learnership; or
 - (ii) in respect of any period of learnership that is commenced before the deregistration of the learnership and which the learner has duly completed.

CHAPTER 5

DISPUTES

Referral of dispute

20. (1) A party referring a dispute in terms of section 19(2) of the Act must submit a completed Form 7.11 published in terms of the Labour Relations Act 66 of 1995 to the Commission for Conciliation, Mediation and Arbitration
- (2) A party to a dispute regarding the quality and delivery of education and training or assessment provided by a party to the agreement may refer the dispute in writing to the relevant AQP.
- (3) If a dispute is not settled by the relevant SETA or AQP within 21 working days of the written submission being received, then the matter must be referred to the Department or QCTO respectively for resolution in accordance with the applicable policies and procedures of the Department or QCTO.
- (4) Where relevant a party to a dispute may also use the provisions of prevailing legislation.

CHAPTER 6

ADMINISTRATIVE PROVISIONS

Record keeping by SETAs

- 21.(1) Every SETA must keep an updated record of every—
- (a) agreement registered by the SETA including the registration number;
 - (b) grant paid by the SETA in respect of every agreement;
 - (c) amendment to an agreement;
 - (d) successfully completed agreement in terms of regulation 16 including the agreement registration number, qualification number and certificate number;
 - (e) agreement that the SETA declined to register and the reasons for not registering it;
 - (f) agreement terminated in terms of regulation 14, including the reasons for such termination; and
 - (g) employer's report regarding the employment status of each learner who has completed an agreement.

- (2) Records referred to in sub-regulation (1) may be kept in any form, but an original agreement and any amendment to an agreement must be produced in hard copy when required.

Repeal of regulations

22. The Learnership Regulations, 2007 published in Government Notice R 519 in *Government Gazette* No. 30010 dated 29 June 2007 are hereby repealed as a whole.

Transitional arrangements

23. (1) A provider accredited by a SETA remains accredited for the purposes of the teach out period associated with a learnership agreement registered in terms of the Learnership Regulations.
- (2) A dispute that originated and for which the process commenced prior to these regulations coming into effect will continue to be managed and be resolved through the provisions of the regulations repealed by regulation 19.
- (3) A record kept in terms of the regulations repealed by regulation 19 is deemed to be a record generated and managed in terms of these regulations.

Short title and commencement

- 24.(1) These are the SETA Workplace-Based Learning Programme Agreement Regulations, 2014.
- (2) These regulations come into force on 1 April 2015.

Annexure A



**WORKPLACE-BASED LEARNING PROGRAMME
AGREEMENT**



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, 2014 ('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.

"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 the requirement for the Diploma, National Diploma, Higher Certificate or Advanced Certificate as a vocational qualification stipulated in the 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 QCTO.

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 access to the required resources for all required curriculum components of the workplace-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 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 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 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 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 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 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. Learner details

1.1 Full name: _____

1.2 Identity number: _____

1.3 Date of birth: _____

1.4 Sex: ☐ 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 1998)¹

☐ Yes (specify): _____ ☐ No

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 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.

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 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 What 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 No: _____

3.15 Fax No: _____

3.16 Cell No: _____

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 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: _____

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. Candidacy	
3. Internship for the "N" Diploma*	
4. Learnership	
5. Student internship: Category A	
6. Student Internship: Category B	

SETA responsible for agreement	
Qualification or part qualification title associated 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

Learner Full Name: _____

Signature: _____

Date: _____

Witness signature:

Parent or Guardian's signature

(Only if the learner is a minor)

Full Name:

Date: _____

Witness 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 signature:

Witness
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))	_____
Signature, name and designation of SETA official approved by the CEO to register Workplace-Based Learning Programme Agreements.	_____ _____ _____

Annexure B



WORKPLACE-BASED SKILLS PROGRAMMES



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 these regulations ('the regulations') shall have the meaning so assigned.

PART B: DEFINITIONS

For purposes of workplace-based skills programme agreements only:

"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.

"other" means a period of learning related to workplace-based competencies and/or transfer of skills as determined and confirmed by a SETA and may include Continuous Professional Development courses.

PART C: TERMS AND CONDITIONS OF AGREEMENT

TERMS AND CONDITIONS OF WORKPLACE-BASED LEARNING AGREEMENTS APPLY TO ALL WORKPLACE-BASED SKILLS PROGRAMMES

PART D: DETAILS OF SKILLS PROGRAMME AND PARTIES TO THIS AGREEMENT

1. Learner details

1.1 Full name: _____

1.2 Identity number: _____

1.3 Sex: ☐ Male ☐ Female

1.4 Race: ☐ African ☐ Indian
☐ Coloured ☐ White

1.5 Do you have a disability, as contemplated by the Employment Equity Act, 1998 (Act 55 of 1998)²?

☐ Yes (specify): _____ ☐ No

1.6 What is your highest qualification? _____

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 Home address: _____

2.4 Postal address (if different from above): _____

2.5 Telephone number (home and work): _____

2.6 E-mail address: _____

3. Employer details

² 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.

3.1 Name of employer: _____

3.2 SDL or SETA Registration number: _____

3.4 Name of SETA with which registered: _____

3.5 Name of contact person: _____

3.6 E-mail address: _____

4. Skills Development 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: _____

5. Workplace-Based Skills Programme Type

Workplace-Based Skills Programme Type	Place an X next to ONLY ONE Type
1. Graduate internship	
2. Student Internship	
3. Other	

Duration of Workplace-Based Skills Programme in Days: _____**6. Signatories**

Learner full name: _____	Employer full name: _____
Learner signature: _____	Employer signature _____
Date: _____	Date: _____
Provider signature _____	Provider Name and Accreditation Details: _____
Date: _____	Date; _____

SETA Official Use Only

Workplace Skills Programme Agreement Number	_____
Registration date of the agreement (Regulation 10(1))	_____
Signature, name and designation of SETA official approved by the CEO to register Skills Programme Agreements	_____ _____ _____

Annexure C

APPLICATION TO REGISTER A LEARNERSHIP



Documents to accompany this application form:

- The relevant SAQA qualification document downloaded from the SAQA website.
- If the applying SETA is not the accredited ETQA for the qualification associated with the learnership, proof of adequate arrangements with the relevant ETQA must be attached.

Learnership registration number : _____

Learnership registration date: _____

Learnership review date: _____

SETA responsible for learnership: _____

ETQA accredited for qualification associated with the learnership:

(For official use only)

1. SETA information

1.1 Name of SETA:

1.2 Name of Chamber (if applicable):

1.3 Details of SETA official responsible for preparing the application

1.3.1 Name: _____

1.3.2 Telephone number: _____

1.4 SETA's telephone number:

1.5 SETA's fax number:

1.6 SETA's postal address:

1.7 SETA's e mail address:

2. Qualification information

2.1 Title of qualification associated with the learnership:

2.2 SAQA qualification ID number:

2.3 NQF level:

2.4 Expiry date of the qualification:

2.5 Minimum number of credits of the qualification:

2.6 Entry level requirements for the qualification:

2.7 Name of ETQA accredited for the qualification:

3. Learnership information

3.1 Is this an application to register a new learnership or to replace an existing learnership?

(tick relevant box)

3.1.1 ☐ new learnership

3.1.2 ☐ learnership to replace an existing learnership

3.2 If replacing an existing learnership, indicate the following:

3.2.1 Name of existing learnership:

3.2.2 Registration number of existing learnership:

3.3 Learnership title:

3.4 Review date of the learnership:

3.5 Number of credits to be earned through the learnership:

3.6 Related occupation (as per Organising Framework for Occupations – OFO):

3.7 Occupation code (as per Organising Framework for Occupations – OFO):

4. Learnership identification

4.1 How was the need for this learnership identified?

(tick the relevant box or boxes)

<input type="checkbox"/>	SETA sector skills plan
<input type="checkbox"/>	Skills plans from "adjacent" SETAs
<input type="checkbox"/>	SETA commissioned research
<input type="checkbox"/>	Workplace skills plans
<input type="checkbox"/>	Scarce skills list
<input type="checkbox"/>	Generally available research (specify): _____
<input type="checkbox"/>	Other (specify): _____

4.2 What needs will the learnership address?

4.3 What is the specific purpose of the learnership?

[illegible]

6 Learnership outline in case of non- unit standards based qualification

Exit level outcomes	Specific theoretical learning outcomes	Notional Learning Hours	Percentage of learning at:		Specified Practical Workplace Experience Activities	Notional Learning Hours
			Training Provider	Work Place		
Year 1						

[illegible]

7. Declaration by SETA

We declare that this application is a true and accurate reflection of the learnership, the qualification associated with the learnership and the rationale for the learnership.

Signed on this ____ day of _____ 20____ at _____

SETA Executive Officer: _____
Name Signature

ETQA Manager: _____
Name Signature

Learnership Manager: _____
Name Signature