



**DEPARTMENT OF SOCIAL DEVELOPMENT  
KWAZULU NATAL**

**POLICY ON LEARNERSHIP PROGRAMME**

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## **1. INTRODUCTION**

The country is faced with a challenge of unemployment especially among the youth. In order to optimally develop the youth to meet the demand of the labour market, it is essential to provide them with knowledge, skills and practical experience. The Department has identified a need to develop a framework which the Department will use as a guide to provide Learnership Programme that will adequately develop, transfer skills and knowledge to learners.

The department has set out conditions for learners to ensure that their term of Learnership Programme is meaningful and enriching.

## **2. PURPOSE**

To provide the Department with guidelines in terms of implementing learnership programmes.

## **3. OBJECTIVES**

- 3.1 To create a quick and efficient introduction to the world of work for the learners;
- 3.2 To provide the supporting competencies to develop the capacity of the learner;
- 3.3 To build a relationship between structured learning and structured workplace experience which equips learners with new kinds of competencies as required by the labour market;
- 3.4 To create a resource for learners to access employment later on;
- 3.5 To transform learners into productive and independent workers who will be useful to employers and who are confident individuals;
- 3.6 To reduce unemployment rate formed by unemployed youth and unemployed graduates;
- 3.7 To empower employees with necessary skills and enhance their skills in order to ensure that they are well trained, qualified and marketable, thereby increasing their chances of employability, promotion and for career progression; and
- 3.8 To assist in creating and promoting learning environment that will improve level of competency, develop and transfer skills to the less experienced.

## **4. SCOPE OF APPLICABILITY**

This policy shall apply to serving employees of the Department of Social Development, unemployed and prospective employees in terms of Skills Development Act, 1997 (Act No. 97 of 1998), as amended.

## 5. LEGISLATIVE FRAMEWORK

- 5.1 Labour Relations Act, 1995 (Act No. 66 of 1995), as amended;
- 5.2 South African Qualifications Authority Act, 1995 (Act No.58 of 1995), as amended;
- 5.3 Employment Equity Act, 1998 (Act No.55 of 1998), as amended;
- 5.4 Occupational Health and Safety Act, 1993(Act No.85 of 1993), as amended;
- 5.5 Compensation for Occupational Injuries and Diseases Act, 1993 (Act No.130 of 1993), as amended;
- 5.6 Skills Development Act, 1998 (Act No. 97 of 1998), as amended;
- 5.7 Basic Conditions of Employment Act, 1997 (Act No.75 of 1997), as amended;
- 5.8 Learnership Regulations;
- 5.9 Determination on Interns and Learners;
- 5.10 National Human Resource Development Strategy;
- 5.11 Public Service Act, 1994 (Proclamation No.103 of 1994), as amended;
- 5.12 Public Service Regulations, of 2001(Government Notice No.R1 of 2001), as amended;
- 5.13 White Paper on Human Resource Management in the Public Service;
- 5.14 National Qualifications Framework;
- 5.15 Skills Development Levies Act, 1999(Act no.9 of 1999), as amended;
- 5.16 White Paper on Public Service Training and Education, as amended;
- 5.17 Public Finance Management Act, 1999(Act No.1 of 1999), as amended;  
and
- 5.18 Sectoral Determination 5: Learnerships.

## 6. DEFINITIONS, ABBREVIATIONS AND ACRONYMS

For the purposes of this policy, any word or expression shall have the following meaning:

- 6.1 **“Assessment”** means the process of measuring the achievement of the learner against specified National Qualification Framework (NQF) standards or qualifications;

- 6.2 “**Assessor**” means someone who oversees, monitors and evaluates the learnership outcomes;
- 6.3 “**Couch**” means someone who demonstrates the task in a practical manner to a learner at the workplace;
- 6.4 “**Department**” means the KwaZulu-Natal Provincial Government, in its Department of Social Development and “Employer” shall have corresponding meaning to that of the “Department”;
- 6.5 “**Employment Context**” means the nature of the working environment within which the structured workplace learning will occur;
- 6.6 “**Employment contract**” means the contract between the employer and the employee, which describes the employment conditions and rate of remuneration;
- 6.7 “**ESDA**” means Employment and Skills Development Agency, an organisation that employs learners in agreement with the employer for on the job training and assessment;
- 6.8 “**ETQA**” means a body accredited in terms of sections 5(1) (a) (ii) of the SAQA Act, 1995 (Act No.58 of 1995), as amended responsible for monitoring and auditing achievements in terms of national standards or qualifications and to which specific functions relating to the registration of national standards or qualifications have been assigned in terms of section 5(1) (b) (i) of the Act;
- 6.9 “**Learner**” means a person employed by the department under the learnership programme under the auspices of the Minister of Labour who has entered into a learnership agreement with the Department and registered training provider;
- 6.9.1 “**18(1) Learners**” means those learners who are currently in the employment by the Department;
- 6.9.2 “**18(2) Learners**” means those learners who are currently not in the employment of the Department;
- 6.10 “**Learnership Agreement**” means agreement entered into between a learner, the department, and accredited training provider or group of training providers for a specific period;
- 6.11 “**Learnerships**” means practical workplace experience and a structured learning programme that is offered by accredited providers of a specified nature and duration, which constitutes credit(s) towards a qualification within the NQF and culminates in a qualification registered with SAQA;
- 6.12 “**Mentor**” means someone who provides guidance and or counselling to learners at the workplace;
- 6.13 “**Misconduct**” means any act of misbehaviour as prescribed in the Public Service Disciplinary Code;

- 6.14 “**NQF**” means National Qualifications Framework;
- 6.15 “**PSETA**” means Public Service Education and Training Authority and is the custodian for transversal skills development initiatives in the Public Sector ;
- 6.16 “**Registered Training Provider (RTP)**” means training providers registered with the Department of Labour and or SAQA and accredited by ETQAs;
- 6.17 “**SAQA**” means the South African Qualifications Authority established by section 3 of the SAQA Act, 1995;
- 6.18 “**SETA**” means Sector Education and Training Authority established in terms of the Skills Development Act, 1998 (Act No.97 of 1998); and
- 6.19 “**Workplace**” means the place where a learner will receive structured working experience.

## **7. POLICY PRINCIPLES**

### **7.1 Entry requirements**

- 7.1.1 The Learner must be eighteen (18) and not older than thirty five (35) years of age at the date of entering into a learnership agreement, for 18(2) Learners;
- 7.1.2 The Learner must meet minimum requirements as laid out in the advertisement;
- 7.2 The learnership programme must be in line with skills needed in the Department;
- 7.3 The Department must be in a position to provide necessary range of learning experiences that are required by the learnership programme;
- 7.4 The Department must be able to fund the learnership programme i.e. sourcing of training provider, paying of learners stipends, on the job training, off the job training, assessments and paying of subsistence and travelling allowance of Learners;
- 7.5 The Department must be able to provide for physical, financial and human resources for the implementation of learnership programme;

### **7.6 Selection of training provider**

- 7.6.1 The training provider must be accredited by the relevant SETA that registered the learnership;
- 7.6.2 The learnership programme must be accredited with SAQA and the relevant SETA;

## **7.7 Selection of Learners**

- 7.7.1 The Human Resource Development must advertise and receive applications of a learnership programme;
- 7.7.2 The Human Resource Development must do the shortlisting together with the selection committee made up of the respective line function;
- 7.7.3 The method of recruiting learners must not be limited to advertising. Partnership with tertiary institutions, database from the department of labour and disability agencies may be used to recruit learners;
- 7.7.4 For 18(1) Learners, the learnership programme must be in line with training and development needs of the individual and work functions of the office the employee is in;

## **7.8 Selection of Mentors**

- 7.8.1 Mentors must be selected within the Department and must receive appropriate training; and
- 7.8.2 Each Learner must be linked to a mentor who will guide the Learner through the programme and offer practical and moral support.

## **8. CONDITIONS OF SERVICE**

### **8.1 Contractual Obligation**

The Department, the Learner and the Training provider shall enter into a learnership agreement for the duration of the Learnership to achieve the outcomes set in the Learnership programme;

The terms and conditions of the Learnership agreement are contained on the form attached as Annexure A;

In a case where the Learner is an 18(2), the Department and the Learner shall enter into an employment contract for the duration of a learnership programme and in a case where the Learner is an 18(1), no contract shall be entered into hence the employee shall continue to enjoy the conditions and benefits that are included in the existing contract of employment;

### **8.2 Compensation and benefits**

#### **8.2.1 18(2) Learners**

- (a) 18(2) Learners shall be paid a monthly stipend as will be determined by the Department guided by the Department of Public Service and Administration's determination on Interns and Learners;

- (b) At the end of the learnership programme, the Department is not compelled to employ the Learner but it could be an option should the need exist;

#### **8.2.2 18(1) Learners**

- (a) 18(1) Learners shall continue to be paid their monthly salaries and existing conditions and benefits shall not be forfeited by the employee;
- (b) Completion of learnership does not automatically qualify an employee for appointment or translation to a higher position, the approved recruitment, selection and appointment policy shall apply;

### **8.3 Leave**

- 8.3.1 The learner is entitled to the same leave provisions applicable to a contract worker as contemplated in the Determination on Leave of absence in the Public Service;

### **8.4 PERIOD OF AGREEMENT**

- 8.4.1 Learners shall be within the Department for a period stipulated in the agreement;
- 8.4.2 If the learner does not achieve the required learning outcomes within the period agreed, the Learnership Agreement will cease, unless varied by agreement between the parties;
- 8.4.3 Termination before the expiry of the Learnership Agreement must conform to the provisions laid down in Section 17(4) of the Skills Development Act, 1998 (Act No. 97 of 1998) as stated below;
  - (a) the learner meets the requirements for the successful completion of the learnership;
  - (b) the SETA which registered the agreement approves of such termination; or
  - (c) the learner is fairly dismissed for a reason related to the learner's conduct or capacity as an employee;
- 8.4.4 No learner shall withdraw from the learnership agreement for unjustifiable reasons, should the learner withdraw from the learnership agreement for unjustifiable reasons, he/she will be bound by the learner liability provisions of the agreement;
- 8.4.5 Should the learner withdraw for valid reasons as contemplated by Human Resource Development Committee then such withdrawal shall not prejudice the learner for enrolling in future learnerships offered, nor will refund to the Department be applicable; and



8.4.6 Should the learner fail the module he/she shall repeat the module at his/her expense.

## **9. ROLES AND RESPONSIBILITIES**

### **9.1 Head of Department**

The Head of Department shall:

- (a) Approve the learnership programme in the department;
- (b) Ensure that learnership programmes are integrated into the strategic plan of the Department;
- (c) Ensure commitment and support of the learnership programme throughout the Department;
- (d) Ensure that the impact of learnerships is monitored in the department;
- (e) Report on the learnership programme in the annual report;

### **9.2 Human Resource Development Management**

The Human Resource Management shall:

- (a) Identify learnerships to be implemented in line with the strategic objectives of the Department;
- (b) Align learnerships with the overall Human resource development strategy of the Department;
- (c) Facilitate recruitment and selection process of learners;
- (d) Ensure that contracts are signed by all parties concerned and kept for record purposes and that all parties abide by the terms of the agreements;
- (e) Assign the mentorship of the learner;
- (f) Facilitate the placement of learners;
- (g) Ensure that training is planned and provided according to the needs of the learners;
- (h) Ensure that learnerships are registered with the relevant institutions and SETAs;
- (i) Provide support to the SETA in skills profile requirements;
- (j) Participate in the selection of appropriate service providers to conduct training for the Learnership programme;

- (k) Ensure that the Service level agreement is signed with the suitable service provider;
- (l) Arrange proper induction programme for each and every learner, i.e. being familiarised with the Code of conduct and other relevant conditions during the period of induction;
- (m) Implement, monitor and evaluate the effectiveness of the learnership programme in the Department and report on the progress of learners;

### **9.3 The Mentor**

The Mentor shall:

- (a) Provide the Learner with the appropriate training in the work environment to achieve the relevant outcomes required by the learnership;
- (b) Provide the learner with adequate supervision in the workplace;
- (c) Provide appropriate facilities to train the learners in accordance with the practical requirements of the learnership;
- (d) Provide a supportive environment for the learner to ensure the learner's development;
- (e) Keep updated records of learning and periodically discuss progress with the learner;

### **9.4 The Line Manager**

The Line Manager shall:

- (a) Consider service delivery requirements of the component when employees are identified to participate in the learnership programme;
- (b) Release the employee during normal working hours to attend practical training required for the learnership;
- (c) Provide a supportive work environment for the employee to succeed in the learnership;

### **9.5 The Training Provider**

The Training provider shall:

- (a) Provide education and training in terms of the learnership;
- (b) Provide the learner support as required by the learnership;

- (c) Record, monitor and retain details of training provided to the learner in terms of the learnership;
- (d) Conduct appropriate assessments in terms of the learnership;
- (e) Provide reports to the Department on the learner's performance.

## **9.6 The Learner**

The Learner shall:

- (a) Sign the learnership agreement and employment contract if necessary with the Department and comply with the conditions;
- (b) Work for the employer as part of the learning process;
- (c) Be available for and participate in all learning and work experience required by the learnership;
- (d) Comply with workplace policies and procedures;
- (e) Complete any timesheets or any written assessment tools supplied by the employer to record relevant workplace experience;
- (f) Attend all study periods and theoretical sessions with the training provider;
- (g) Execute all tasks and duties allocated to the best of their ability;
- (h) Comply with the specific protocols and requirements of the Department;
- (i) Demonstrate a willingness to grow, develop and learn through work experience;
- (j) Take full advantage of the training and development opportunities that are made available within the specific learnership programme;
- (k) Participate fully in the general activities of the Department;
- (l) Undertake all learning conscientiously and comply with the conditions of the Learnership Agreement;

## **9.7 Human Resource Development Committee**

The Human Resource development committee shall:

- (a) Monitor progress reports from assessors;
- (b) Monitor the implementation of the learnership;
- (c) Resolve problems encountered during the implementation;

- (d) Compile criteria for the selection of learners and registered training providers;
- (e) Identify appropriate learnerships;
- (f) Institute Service level agreement between relevant parties;
- (g) Monitor the induction programme for learners;
- (h) Review reasons of employees for withdrawal from learnerships and recommend accordingly;
- (i) Consider requests for extension, where applicable, supported by the training provider and relevant bodies; and
- (j) Ensure that learners recruited reflect the proposed equity targets, outlined in the National Skills development strategy.

## **10. CRITERIA FOR SELECTION**

### **10.1 Learners**

The Human Resource Development Committee must be guided by the following when selecting Learners for the Learnership Programme; the list is not limited to the following:

- (a) The minimum ETQA criteria need to be considered;
- (b) Applicable National Skills Development Strategy targets must be taken into consideration;
- (c) Excess serving employees, who need to broaden their skills or change profession, provided the profession is applicable within the Department;
- (d) Previously disadvantaged serving employees who need to broaden their skills or change profession, provided the profession is applicable within the Department;

### **10.2 Training Provider**

The Human Resource Development Committee must be guided by the following when selecting Training Provider for the Learnership Programme; the list is not limited to the following:

- (a) The Training Provider must have capacity and experience to implement the learnership in the Department;
- (b) The locality in terms of where the training provider can conduct the relevant training;
- (c) The cost of the training to be offered;

- (e) Contactable references where similar training has previously taken place; and
- (f) The training provider should preferably be based in the Province.

**11. RESOLUTION OF DISPUTES**

- 11.1 All disputes regarding the Learnership Agreement and the contract of employment shall be resolved in accordance with the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997), as amended and the Labour Relations Act, 1995 (Act No. 66 of 1995);
- 11.2 Where the dispute is not resolved, parties may in the same manner refer the dispute to the applicable Bargaining Council, or the Commission for Conciliation, Mediation and Arbitration as established by section 112 of the Labour Relations Act, 1995 (Act no. 66 of 1995);
- 11.3 The party who so refers the dispute must satisfy the Commission that a copy of the referral has been served on all other parties to the dispute; and
- 11.4 If the dispute remains unresolved, any party may request that the dispute be resolved through arbitration as soon as possible.

**12. MONITORING, EVALUATION AND REVIEW**

- 12.1 The Human Resource Management is responsible for communicating the provisions of this policy to all employees; and
- 12.2 The policy will be monitored, evaluated and reviewed on regular basis to ensure to that it achieves the intended purpose.

**13. EFFECTIVE DATE**

The effective date of this policy will be the date of approval.

**14. TITLE OF THE POLICY**

This policy shall be called Policy on Learnership Programme.

**15. POLICY APPROVAL**

This policy supersedes all other policies on Learnership Programme promulgated before. This policy is approved with effect from the 26th day of January in the year 2011 and will be effective on the date of approval.

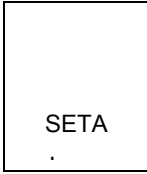


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**MR BL NKOSI**  
**HEAD: DEPARTMENT OF SOCIAL DEVELOPMENT**

## **LEARNERSHIP AGREEMENT**

### **Please take Note of the following:**

1. All learnerships must be registered before commencement of the learnership programme with relevant bodies such as PSETA, Department of Labour
2. The signing of the Agreement by role players must be preceded by an induction session that outlines the purpose and conditions of the agreement
3. The agreement must be signed by Learner, the Department and the Training provider
4. Each page of the agreement must be initialled by all parties
5. All sections must be completed where all applicable
6. The learner must meet qualification enrolment requirements
7. The Training provider must be accredited to provide the related qualification
8. Unemployed Learners must be offered employment for the duration of a learnership
9. The Learner must be paid a monthly allowance in accordance with the Determinations on Interns and Learners as determined by the Minister of the Department of Public Service and Administration



Learnership No.: -----

**LEARNERSHIP AGREEMENT**

Entered into between

**KWAZULU NATAL PROVINCIAL GOVERNMENT, IN ITS DEPARTMENT OF SOCIAL DEVELOPMENT**

(herein referred to as the Employer)

Duly represented by .....in his/her duly authorized capacity as the .....

And

..... hereafter referred to as the Learner and herein assisted by ..... in his or her capacity as the guardian of the student (if applicable) as hosted by the Department of Social Development.

And

Company Name.....  
Company registration no.....  
hereafter referred to as the Training Provider and herein duly represented by .....in his/her duly authorized capacity as the.....

## **WHEREBY IT IS AGREED AS FOLLOWS:**

### ***Part A: Terms and conditions of agreement***

#### **1. Declaration of parties**

We understand that this Agreement is legally binding. We understand that it is an offence in terms of the Skills Development Act, 1998 (Act No.97 of 1998), as amended; ('the Act') to provide false or misleading information in this Agreement. We agree to the following rights and duties.

#### **2. Rights of learners, employers and registered training providers**

##### **2.1 Learner**

The learner has the right to:

- 2.1.1 be educated and trained in terms of this Agreement;
- 2.1.2 have access to the required resources to receive training in terms of the learnership;
- 2.1.3 have his or her performance in training assessed and have access to the assessment results;
- 2.1.4 receive a certificate upon successful completion of the learning;
- 2.1.5 receive an induction to the learnership
- 2.1.6 be employed by the Department for the duration of a learnership
- 2.1.7 receive the agreed learnership allowance for the duration of the learnership in case of 18(2) learner
- 2.1.8 raise grievances in writing with the SETA concerning any shortcomings in the training.

##### **2.2 Employer**

The employer has the right to require the learner to:

- 2.2.1 perform duties in terms of this Agreement; and
- 2.2.2 comply with the rules and regulations concerning the employer's workplace policies and procedures.

##### **2.3 Training provider**

- 2.3.1 The registered training provider has the right of access to the learner's books, learning material and workplace, if required.

#### **3. Duties of learners, employers and registered training providers**

##### **3.1 Learner**

The learner must:

- 3.1.1 work for the employer as part of the learning process;
- 3.1.2 be available for and participate in all learning and work experience required by the learnership;



- 3.1.3 comply with workplace policies and procedures;
- 3.1.4 complete any timesheets or any written assessment tools supplied by the employer to record relevant workplace experience; and
- 3.1.5 attend all study periods and theoretical learning sessions with the training provider and undertake all learning conscientiously.

### **3.2 Employer**

- 3.2.1 The employer must comply with its duties in terms of the Skills Development Act, 1998 (Act No.97 of 1998), as amended; and all applicable legislation including:
  - (a) Basic Conditions of Employment Act (No. 75 of 1997);
  - (b) any applicable determination made in terms of section 18(3) of the Act;
  - (c) Labour Relations Act (No. 66 of 1995);
  - (d) Employment Equity Act (No. 55 of 1998);
  - (e) Occupational Health and Safety Act (No. 85 of 1993) or Mine Health and Safety Act (No. 27 of 1996);
  - (f) Compensation for Occupational Injuries and Diseases Act (No.130 of 1993);
- 3.2.2 Provide the learner with appropriate training in the work environment to achieve the relevant outcomes required by the learnership;
- 3.2.3 Provide appropriate facilities to train the learner in accordance with the workplace component of learning;
- 3.2.4 Provide the learner with adequate supervision, mentoring and coaching at work;
- 3.2.5 Release the learner during normal working hours to attend off-the-job education and training required by the learnership;
- 3.2.6 Pay the learner the agreed learning allowance both while the learner is working for the employer and while the learner is attending approved off-the-job training;
- 3.2.7 Conduct on-the-job assessment, or cause it to be conducted;
- 3.2.8 Keep up to date records of learning and periodically discuss progress with the learner;
- 3.2.9 If the learner was not in the employment of the employer at the time of concluding this Agreement,
  - (a) enter into a contract of employment with the learner for a duration of a learnership
  - (b) advise the learner of the terms and conditions of his or her employment, including the learning allowance;
  - (c) pay the learner the agreed learner allowance for the duration of the learnership and
  - (d) advise the learner of workplace policies and procedures.
- 3.2.10 Register the learnership and submit the signed learnership agreements to the SETA and relevant bodies
- 3.2.11 Submit records as required by ETQA body
- 3.2.12 Apply the same disciplinary, grievance and dispute resolution procedures to the learner as to other employees.

### **3.3 Training provider**

The training provider must:

- 3.3.1 Provide education and training in terms of the learnership;
- 3.3.2 Provide the learner support as required by the learnership;
- 3.3.3 Record, monitor and retain details of training provided to the learner in terms of the learnership;
- 3.3.4 Conduct off-the-job assessment in terms of the learnership, or cause it to be conducted; and

- 3.3.5 Provide reports to the employer on the learner's performance.
- 3.3.6 Ensure that assessments are conducted at the end of the learnership and results are issued to the learner, the SETA and the ETQA

#### **4. Suspension of this agreement**

- 4.1 A SETA may approve the suspension of this agreement if:
  - 4.1.1 The employer and the learner have agreed in writing to suspend the agreement; or
  - 4.1.2 The employer or the learner has requested, on good course, to suspend the agreement and other parties to the learnership agreement have had the opportunity to make presentations as to why the learnership should not be suspended
- 4.2 An application to suspend a learnership must be submitted to the SETA together with:
  - 4.2.1 A written agreement signed by the employer and the learner setting out the reasons for the suspension; and
  - 4.2.2 Where appropriate the reasons for the suspension and proof that the other parties to the learnership agreement have had the opportunity to make presentations as to why the agreement should be suspended;
- 4.3 All parties to a suspended learnership agreement must take appropriate steps to reactivate the learnership programme on expiry of a suspension period.

#### **5. Termination of Agreement**

This learnership agreement terminates:

- 5.1 on the termination date stipulated in Part B of this Agreement; or
- 5.2 on an earlier date if:
  - 5.2.1 the learner successfully completes the learnership;
  - 5.2.2 the learner is fairly dismissed by the employer for a reason related to the learner's conduct or capacity as an employee;
  - 5.2.3 the employer and learner agree to terminate the Agreement; or
  - 5.2.4 the SETA approves a written application to terminate the Agreement by the learner or, if good cause is shown, by the employer.

#### **6. Disputes**

- 6.1 If there is a dispute concerning any of the following matters, it may be referred to the Commission for Conciliation, Mediation and Arbitration (CCMA):
  - 6.1 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;
  - 6.2 Chapter 4 of the Act;
  - 6.3 the termination of this Agreement or the learner's contract of employment in case of 18(1) learners.
- 6.2 If there is a dispute regarding the quality of education and training provided by the training provider or regarding the quality of the learners learning performance, it may be referred to the ETQA accredited for the learnership qualification for resolution and 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:

1. If the learner is not already in the employ of the employer, the learner and employer must conclude a contract of employment.
2. 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 turns 21.
3. 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 and details of the other employers must be attached on a separate sheet.
4. If the employer and the accredited training provider are the same entity, the employer must complete sections 4 and 5.
5. If a group of accredited training providers are party to this Agreement, one of the providers must perform the function of lead training provider. The lead training provider must complete section 5 and details of the other accredited training providers must be attached on a separate sheet.
6. If the employer has concluded an agreement with an ESDA in terms of which the ESDA is to perform some or all of the employer's obligations or exercise some or all of the employer's rights in terms of the learnership agreement, section 6 must be completed.

**1. Learnership details**

**Type of a Learner (Mark appropriate block)**

18.1(Employed)	18.2(Unemployed)
----------------	------------------

1.1 Name of learnership:

.....

1.2 Department of Labour registration number of learnership:

.....

1.3 Commencement date of learnership agreement:

C	C	Y	Y	M	M	D	D
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1.4 Termination date of learnership agreement:

C	C	Y	Y	M	M	D	D
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1.5 Occupation that this learnership is related to (as per organizing framework of occupations (OFO): .....

1.6 Name of qualification: .....

1.7 SAQA qualification ID number: .....

**2. Learner details**

2.1 Full name and Surname:

.....

2.2 Identity number:

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2.2 Date of birth

C	C	Y	Y	M	M	D	D
---	---	---	---	---	---	---	---

Persal number (if section 18.1)

--	--	--	--	--	--	--	--

2.3 Sex:

Male	Female
------	--------

2.5 Race:

African	Indian	Coloured	White
---------	--------	----------	-------

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

Yes	No
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If yes, specify: .....

2.7 Home address:

.....  
.....  
.....

Telephone No.: .....

2.8 Postal address (if different from above):

.....  
.....  
.....

2.9 E-mail address:

.....

2.10 What language/s do you speak at home?

.....

Preferred method of communication: .....

2.11 Are you a South African citizen?

Yes	No
-----	----

If no, specify and attach documents indicating your status, for example: permanent residence, study permit, etc):

2.12 Highest level qualification: (for example: Standard 7, Grade 10, ABET Level 3)

.....

2.13 What is the title of your highest qualification?

..... Year completed.....

2.14 Have you previously undertaken a learnership?

Yes	No
-----	----

If yes, specify title and code:

.....

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?

C	C	Y	Y	M	M	D	D
---	---	---	---	---	---	---	---

### 3. Parent or Guardian details

(To be completed if learner is a minor – i.e. an unmarried person under 21 years)

3.1 Full name and Surname:

.....

3.2 Identity number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

3.3 Home address:

.....

.....  
.....

3.3 Postal address (if different from above):

.....  
.....  
.....

3.4 Telephone number:

Home: .....

Work: .....

3.5 E-mail address:

.....

**4. Employer details**

4.1 Legal name of employer:

.....

4.2 Trading name (if different from above):

.....

4.3 Are you acting as Lead Employer?

Yes	No
-----	----

4.4 Business address:

.....  
.....  
.....

4.5 Postal address (if different from 4.4):

.....  
.....  
.....

4.6 Name of contact person:

.....

4.7 Telephone No:  
.....

4.8 Fax No:  
.....

4.9 E-mail address:  
.....

4.10 Registration names and codes:  
SIC Name: ..... Code .....  
SARS code: .....  
SETA name:.....  
SDL number: .....

**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 Lead Training Provider?

Yes	No
-----	----

5.3 Business address:  
.....  
.....  
.....

5.4 Postal address (if different from 5.4):  
.....  
.....  
.....



- 5.5 Name of contact person:  
.....
- 5.6 Telephone No:  
.....
- 5.7 Fax No:  
.....
- 5.8 E-mail address:  
.....
- 5.9 Registration names and codes:  
 SIC Name: ..... Code .....  
 SARS code: .....  
 SETA name:.....  
 ETQA name.....  
 SDL number: .....  
 Accreditation number and review date:.....

**6. ESDA details (if applicable)**

- 6.1. Legal name of ESDA:  
.....
- 6.2 Trading name (if different from above):  
.....
- 6.3 Registration number  
.....
- 6.4 Business address:  
.....  
.....  
.....
- 6.5 Postal address (if different from 6.4):  
.....  
.....

.....  
6.6 Name of contact person:

.....  
6.7 Telephone No:

.....  
6.8 Fax No:

.....  
6.9 E-mail address:

.....  
6.11 If the Learner is a 18(1) learner, list below the rights and duties of the employer in terms of the learnership agreement, if any, that are to be exercised by the ESDA as agreed by the employer and the ESDA

.....  
6.12 If the Learner is a 18(2) learner, list below the rights and duties of the employer in terms of the contract of employment or learnership agreement, if any, that will be within the responsibility of employer

.....  
6.13 Attach a copy of the agreement between the employer and ESDA

**7. Terms and conditions of employment:**

7.1 Are the learner's terms of employment determined by a document of general application (for example, section 18(3) determination, sectoral determination, bargaining council agreement, collective agreement.)

Yes	No
-----	----

If yes, specify: .....

7.2 Attach a copy of a document reflecting the learner's conditions of employment for learners who were not employed by the employer when the agreement was concluded as contemplated by section 18(2) of the Act. (for example: contract of employment, written particulars of employment.)

**8. 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** .....

**Designation** .....

Date: .....

Witness signature:.....

Date: .....

**Training Provider or Lead Training Provider's signature** .....

**Designation** .....

Date: .....

Witness signature:.....

Date: .....