



Learnership Agreement

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 97 of 1998 ('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 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 business concern.

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 Act and all applicable legislation including:

- Basic Conditions of Employment Act (No. 75 of 1997);

- any applicable determination made in terms of section 18(3) of the Act;
 - Labour Relations Act (No. 66 of 1995);
 - Employment Equity Act (No. 55 of 1998);
 - Occupational Health and Safety Act (No. 85 of 1993) or Mine Health and Safety Act (No. 27 of 1996);
 - 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 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, advise the learner of –
- (a) the terms and conditions of his or her employment, including the learning allowance; and
 - (b) workplace policies and procedures.
- 3.2.10 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.

4. Termination of Agreement

This learnership agreement terminates:

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

5. Disputes

If there is a dispute concerning any of the following matters, it may be referred to the Commission for Conciliation, Mediation and Arbitration (CCMA):

- 5.1 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;
- 5.2 Chapter 4 of the Act;
- 5.3 the termination of this Agreement or the learner's contract of employment.

Part B: Details of the learnership and the parties to this agreement

Please take note of the following:

- If the learner is not already in the employ of the employer, the learner and employer must conclude a contract of employment.
- If the learner is a minor then the learner's parent or guardian must be a party to this Agreement and must complete section 3. The parent or guardian ceases to be a party to this Agreement once the learner turns 21.
- 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.
- If the employer and the accredited training provider are the same entity, the employer must complete sections 4 and 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.

1. Learnership details

1.1 Name of learnership:

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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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2. Learner details

2.1 Full name:

.....

2.2 Identity number:

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2.3 Date of birth

C	C	Y	Y	M	M	D	D
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2.4 Sex:

Male	Female
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2.5 Race:

African	Indian	Coloured	White
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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:

.....
.....
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2.8 Postal address (if different from above):

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.....
.....

2.9 E-mail address:

.....

2.10 What language/s do you speak at home?

.....

2.11 Are you a South African citizen?

Yes	No
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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?

.....

2.14 Have you previously undertaken a learnership?

Yes	No
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If yes, specify title and code:

.....

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

Yes	No
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2.16 If you were unemployed before concluding this Agreement, state for how long:

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

C	C	Y	Y	M	M	D	D
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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:

.....

3.2 Identity number:

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3.3 Home address:

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

3.4 Postal address (if different from above):

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.....
.....

3.5 Telephone number:

Home:

Work:

3.6 E-mail address:

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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
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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 numbers and codes:

SIC:

SARS:

SETA:

5. Training Provider details

5.1 Legal name of Training Provider:

.....

5.2 Trading name (if different from above):

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5.3 Are you acting as Lead Training Provider?

Yes	No
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5.4 Business address:

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.....
.....

5.5 Postal address (if different from 5.4):

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.....
.....

5.6 Name of contact person:

.....

5.7 Telephone No:

.....

5.8 Fax No:

.....

5.9 E-mail address:

.....

5.10 Registration numbers or codes:

SIC:

SARS:

SETA:

SAQA:

6. Terms and conditions of employment:

6.1 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
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If yes, specify:

6.2 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.)

Learner's signature:.....

Date:

Witness signature:.....

Date:

Parent or Guardian's signature:
(Only if the learner is a minor)

Date:

Witness signature:.....

Date:

Employer or Lead Employer's signature

Date:

Witness signature:.....

Date:

Training Provider or Lead Training Provider's signature

Date:

Witness signature:.....

Date: