



labour  
Department:  
Labour  
REPUBLIC OF SOUTH AFRICA

# Learnership Agreement

This Agreement is entered into between

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***(The Organisation)***

represented by

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***(The Training Manager/Owner/HR Manager/SDF)***

and

---

***(The Learner)***

for

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***(Learnership Title)***  
***(Refer to page 6)***

*Note:*

- 1. Please post the original Learnership Agreement as faxed copies will not be accepted.*
- 2. Each page of the Agreement must be initialed by all parties (Learner, Employer and Provider).*

## Process for Registering Learners on Learnership Agreements<sup>1</sup> for registered Learnerships

1. Learnership Agreement for each learner – **signed** and **initialed** by the **employer**, **learner** and the **witnesses**. If the agreement is being signed for the practical component, then the employer and the training provider are the same organisation. The employer and the learner must initial each page. The original agreement must be sent to Fasset via post or hand delivered to:

**PO Box 6801, Cresta, 2118 or**

**Hand delivered to: Cnr Beyers Naude Dr and Judges Avenue, Eva Office Park, 2<sup>nd</sup> Floor Block A, Blackheath, Randburg.**

2. Signed copy of employment contract for each learner.
3. Proof of learner registration with professional body e.g CIMA, SAIPA etc (student number)
4. Proof of employer accreditation status with professional body (copy of letter/certificate)
5. Proof that levy payments to SARS are up-to-date.
6. Proof of Approval of Workplace Skills Plan (If applicable)
7. Proof of Tax clearance/exemption letter/Fasset **E** number or certificate from SARS if not paying levy
8. Learner ID copy
9. ***A proof of Recognition of Prior Learning (RPL) from the professional body is required should Fasset receive a learnership agreement 6 months after the learner has commenced the learnership with the employer.***

**Kindly note that the learnership agreement will not be registered if the above process is not followed.**

Fasset will provide the employer with proof that the learner is registered by means of an official confirmation letter that will include the following details:

- Seta Name and Code
- Addressed to the Employer Organisation with Levy Number
- DoL Learnership Title
- DoL Learnership Code
- Full Names of Learner
- Learner ID Number
- Learnership Agreement Classification 18 (1) employed OR 18 (2) unemployed
- Date of Commencement of Learnership
- Date of Completion of Learnership

<sup>1</sup> Please Note: For SAICA Trainee Accountants, this process will be handled by SAICA directly

## Part A

# Terms and Conditions of Agreement

## 1. Declaration of the parties

We understand that this Agreement is legally binding. We understand that it is an offence in terms of the Skills Development Act 97 of 1998 ('the Act') to provide false or **misleading** information in this Agreement. We agree to the following rights and duties:

## 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 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

*The employer must:*

- 3.2.1 comply with its duties in terms of the Act and all applicable legislation including:
  - Basic Conditions of Employment Act 75 of 1997;
  - Labour Relations Act 66 of 1995;
  - Employment Equity Act 55 of 1998;
  - Occupational Health and Safety Act 85 of 1993 (or Mine Health and Safety Act 27 of 1996);
  - Compensation for Occupational Injuries and Diseases Act 130 of 1993;

- Unemployment Insurance Act 30 of 1996.
- 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;
  - 3.2.4 release the learner during normal working hours to attend off-the-job education and training required by the learnership;
  - 3.2.5 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.
  - 3.2.9 apply the same disciplinary, grievance and dispute resolution procedures to the learner as to other employees.
  - 3.2.10 submit a signed learnership agreement to the seta for registration
  - 3.2.11 submit records as required by the EQTA body

### 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 this 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. Suspension of this Agreement

- 5.1 A seta may approve the suspension of this agreement if-
  - 5.1.1 the employer and the learner have agreed in writing to suspend the agreement or
  - 5.1.2 the employer or the learner has requested, on good course, to suspend the agreement and the other parties of the learnership agreement have had opportunity to make presentations as to why the learnership should not be suspended.
- 5.2 an application to suspend a learnership agreement must be submitted to the seta in writing together with-

- 5.2.1 a written agreement signed by the employer and the learner setting out the reason of suspension and;
- 5.2.2 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.
- 5.3 All parties to a suspended learnership agreement must take appropriate steps to reactivate the learnership programme expiry of suspension period

## 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 note 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 under 18 years 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 18.
- 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

Please indicate relevant Learnership (X):

X	No	Title	NQF Level	Learnership Code	NLRD No	Professional Body
	1	CIS Professional Post – Graduate Qualification: Company Secretarial and Governance Practice	7	01Q010030001207	60654	Chartered Secretaries Southern Africa

Learnership start date: \_\_\_\_\_

Learnership completion date: \_\_\_\_\_

**2. Learner details**

2.1a	Surname:												
2.1b	First names:												
2.2	Identity number:												
2.3	Date of birth:	D	D	M	M	Y	Y	Y	Y				
2.4a	Are you a South African citizen?	Yes		No									
2.4b	If No, specify citizenship and attach documents indicating your status, ie: permanent residence, study permit, etc):												
2.5	Gender:	Male		Female									
2.6	Race:	Black: African		Black: Indian		Black: Coloured		White		Other (specify):			
2.7a	Do you have a disability, as contemplated by the Employment Equity Act 55 of 1998? <sup>2</sup>					Yes		No					
2.7b	If Yes, please specify:												
2.8	Home address:												
	Postal code:												
2.9	Postal address (if different to above):												
	Postal code:												
2.10	E-mail address:												
2.11	Home telephone number:		(       )										
2.12	Cellphone number:												
2.13	Preferred method of communication:			E-mail			Telephone			Post			
2.14	Home language:												
2.15	Highest qualification (Eg Grade 12, BComm) or NQF Level:												
2.16a	Have you previously undertaken a learnership?					Yes		No					
2.16b	If Yes, specify Learnership title and code:								Learner no:				

<sup>2</sup> 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.

2.17a	Were you employed by your employer before concluding this Learnership Agreement?	Yes	No	
2.17b	If you were unemployed before concluding this Agreement, state for how long:			
2.17c	If you are employed, when did you start work with your employer?			

### 3. Parent or Guardian details

*(To be completed if learner is a minor – ie an unmarried person under 18 years)*

3.1a	Surname:												
3.1b	First names:												
3.2	Identity number:												
3.3	Date of birth:	D	D	M	M	Y	Y	Y	Y				
3.4	Home address:												
	Postal code:												
3.5	Postal address (if different to above):												
	Postal code:												
3.6	Home telephone number:	(            )											
3.7	Work telephone number:	(            )											
3.8	Mobile number												
3.9	E-mail address:												



**4. Employer details**

4.1	Legal name of employer:			
4.2	Trading name (if different to above):			
4.3a	Company/Entity registration number:			
4.3b	Company/Entity registration date:			
4.4	Are you acting as Lead Employer?	Yes	No	
4.5	Business address:			
	Postal code:			
4.6	Postal address (if different to above):			
	Postal code:			
4.7a	Contact person name:			
4.7b	Contact person surname:			
4.8	Telephone number:	(       )		
4.9	Fax number:	(       )		
4.10	E-mail address:			
4.11	Registration numbers and codes:			
	SIC	Skills Development Levy (SDL)	Seta	SAQA
			<b>01</b>	Not applicable

## 5. Training Provider details

*Note: the Employer can also be the Training Provider*

5.1	Legal name of training provider:			
5.2	Trading name (if different to above):			
5.4	Are you acting as Lead Training Provider?	Yes	No	
5.5	Business address:			
	Postal code:			
5.6	Postal address (if different to above):			
	Postal code:			
5.7a	Contact person name:			
5.7b	Contact person surname:			
5.8	Telephone number:	(	)	
5.9	Fax number:	(	)	
5.10	E-mail address:			
5.11	Registration numbers and codes:			
	SIC	Skills Development Levy (SDL)	Seta	SAQA
			<b>01</b>	Not applicable

## 6. Terms and conditions of employment

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

Yes	If Yes, please specify: _____
No	

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

Signature (Learner)	Signature (Parent/Guardian if learner is a minor)
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Date:	Date
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Signature (Witness 1)	Signature (Witness 2)
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Date	Date
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Signature (Employer or Lead Employer)	Signature (Provider or Lead Provider)
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Date:	Date
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Signature (Witness 1)	Signature (Witness 2)
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Date	Date
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# Fasset Notification of Terms and Conditions of Learnership Agreement

This Learnership Agreement will be registered based on the following terms and conditions:

- Alteration to the terms and conditions of the agreement are to be registered with Fasset;
- Termination of the agreement must be approved by Fasset; and
- Substitution must be approved by Fasset.

I (learner) \_\_\_\_\_

and

I (employer) \_\_\_\_\_

acknowledge that I have read/understand and accept that the Learnership Agreement  
will be registered based on the above terms and conditions.

\_\_\_\_\_  
Signature  
(Learner)

\_\_\_\_\_  
Signature  
(Employer)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

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### For Seta Use Only

#### Recommendation for registration and approval

\_\_\_\_\_  
Signature  
(Learnership Advisor)

\_\_\_\_\_  
Date:

