



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, 2018 ('these regulations') shall have the meaning so assigned.

PART B: DEFINITIONS

For the purpose of workplace based learning programme agreements only:

"apprenticeship" means a period of workplace based learning culminating in an occupational qualification for a listed trade.

"candidacy" means a period of workplace based learning 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 requirement for the Diploma, National Diploma, Higher Certificate or Advance Certificate as a vocational qualification stipulated in the Higher Educational Qualification Sub-Framework (HEQSF).

"student internship: Category B" means a period of workplace based learning undertaken as part of requirement for a professional qualification.

"student internship: Category C" means a period of workplace based learning undertaken as part of requirement for the Occupational Qualifications of the Quality Council for Trades and Occupations (QCTO).

"graduate internship" means a period of workplace based learning for the purposes allowing a person who has completed a post-school qualification to gain workplace experience or exposure to enhance competence and/or employability. This may include academic staff with existing qualifications that need industrial exposure or experience.



"student internship" means a period of workplace based learning for a person who is enrolled at an education and training institution for a SAQA registered qualification and may include vacation work.

PART C: TERMS AND CONDITIONS OF AGREEMENT

1. Declaration of 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 of learners, employers and registered skills development 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;

2.1.7 in the case of an unemployed learner, receive the agreed workplace based learning programme stipend/allowance for the duration of the learning programme; and

2.1.8 raise grievances in writing with BANKSETA 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 attend the compulsory orientation/induction session arranged by the TVET and BANKSETA;

2.2.2 carry out all related work experience activities specified in the workplace based learning programme;

2.2.3 comply with the employer's workplace policies and procedures;



- 2.2.4 be available for, and participate in, all knowledge, practical skill and work experience activities required by the workplace based learning programme;
- 2.2.5 Complete monthly timesheets that are required for the administration of stipends/allowance

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 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 TVET;
- 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 learners stipend/ allowance; and
 - 2.4.7.3 advise the learner of the employer's workplace policies and procedures;
 - 2.4.7.4 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 BANKSETA for registration;
- 2.4.9 Co-sign the tripartite contract between BANKSETA, Employer and the UOT

2.5. Rights of the UOT

The College has the right to access the learner's work experience records.

2.6. Duties of the UOT College

The UOT must:

- 2.6.1 Identify and select the learners to be placed in the WIL Programme
- 2.6.2 Identify workplaces in the insurance sector that are willing to host and provide the learners with experiential training for the duration of the programme.
- 2.6.3 Conduct orientation/induction session with BANKSETA prior the commencement of the programme
- 2.6.4 Co-sign the WPBLPA before the commencement of the programme
- 2.6.5 Co-sign the tripartite contract between BANKSETA, Employer and the UOT
- 2.6.6 Submit learner document and populate the BI Tool as per BANKSETA requirements



- 2.6.7 Provide learner support as required by the workplace learning programme (WIL)
- 2.6.8 Record, monitor and retain details of the Education and Training provided to the learner in terms of the workplace based learning programme
- 2.6.9 Periodically discussed and record progress of the learner with the employer

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;

3.2 This workplace based learning programme agreement is terminated if:

- 3.2.1 the learner is fairly dismissed by the employer for a reason related to the learner's conduct or capacity as an employee; or
- 3.2.2 the SETA approves the termination of the agreement in terms of the SETA Workplace-Based Learning Programme Regulations.

PART D: DETAILS OF THE LEARNING PROGRAMME AND THE PARTIES TO THIS AGREEMENT

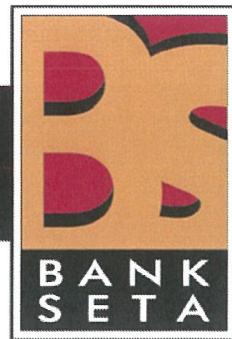
Please take note of the following:

- 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.



1. LEARNER DETAILS

1.1	FULL NAME	Hlokwatsela Elizabeth Ramalatsoq			
1.2	IDENTITY NUMBER	9809281080080			
1.3	DATE OF BIRTH	1998-09-28			
1.4	GENDER	Male <input checked="" type="checkbox"/>		Female <input type="checkbox"/>	
1.5	RACE	African <input checked="" type="checkbox"/>	Coloured <input type="checkbox"/>	Indian <input type="checkbox"/>	White <input type="checkbox"/>
1.6	Do you have disability, as contemplated by the Employment Equity Act, 1998 (Act 55 of 1998)	Yes <input type="checkbox"/>		No <input checked="" type="checkbox"/>	
	Yes (Specify)				
1.7	LEARNER'S RESIDENTIAL, HOME AND BIRTHPLACE ADDRESSES	Nobody Ga-mothapo Stand no. 245 Nyakelang MUNICIPALITY: Polokwane PROVINCE: Limpopo			
1.8	CONTACT TELEPHONE NUMBERS (As many contact numbers as possible. At least one MUST be a cell number.)	060 611 9421		CELL NUMBER	081 430 6074
1.9	POSTAL ADDRESS (if different from residential)	PO Box 312 Ga-mothiba 0727			
1.10	E-MAIL ADDRESS	elizabeth.ramalatsoq@gmail.com			
1.11	ARE YOU A SOUTH AFRICAN CITIZEN?	YES <input type="checkbox"/>	<input checked="" type="checkbox"/>	NO <input type="checkbox"/>	



	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	X	NO	
1.13	WERE YOU PARTY TO A WORKPLACE-BASED LEARNING PROGRAMME AGREEMENT AT ANYTIME IN THE PAST BEFORE CONCLUDING THIS AGREEMENT?	YES	X	NO	
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 residential)				
2.5	TELEPHONE NUMBER	HOME		WORK	
2.6	E-MAIL ADDRESS				
3. EMPLOYER DETAILS					
3.1	LEGAL NAME OF EMPLOYER	mLab			
3.2	TRADING NAME (if different from above)				
3.7	ARE YOU LIABLE FOR SKILLS DEVELOPMENT LEVY (SDL)?	YES		NO	X
	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?				



3.1 0	ARE YOU ACTING AS A LEAD EMPLOYER?	YES		NO	
3.1 1	BUSINESS ADDRESS:	15 BICCARD STREET POLOKWANE 0700 MUNICIPALITY: POLOKWANE PROVINCE: LIMPOPO			
3.1 2		POSTAL ADDRESS (if different from 3.11)			
3.1 3		NAME OF CONTACT PERSON Tyson Motlhabeng			
3.1 4		TELEPHONE NUMBER 012 844 0240			
3.1 5	FAX NUMBER				
3.1 6	CELL NUMBER 078 649 8402				
3.1 7	E-MAIL ADDRESS tyson@mlab.co.za				
4. UOT COLLEGE DETAILS					
4.1	LEGAL NAME OF THE UOT COLLEGE	TSHWANE UNIVERSITY OF TECHNOLOGY			
4.2	TRADING NAME (if different from above)				
4.4	ARE YOU LIABLE FOR SKILLS DEVELOPMENT LEVY?	YES	X	NO	
	IF YES, WHAT IS YOUR SDL NUMBER?	L650752050			
4.5	WHAT IS THE STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE THAT APPLIES TO YOUR CORE BUSINESS?				
4.9	BUSINESS ADDRESS	BLOCK L AUBREY MATLALA ROAD			
		SOSHANGUVE			
		PROVINCE: Gauteng			
		MUNICIPALITY: City of Tshwane			



		PRIVATE BAX X680		
4.10	POSTAL ADDRESS (if different from 4.9)	PRETORIA		
		0001		
4.11	NAME OF CONTACT PERSON	Mark Ntume Muwanguzi		
4.12	TELEPHONE NUMBER	0123829693	CELL NUMBER	0734865381
4.13	FAX NUMBER			
4.14	EMAIL ADDRESS	muwanguzimn@tut.ac.za		

5. CONTRACT OF EMPLOYMENT

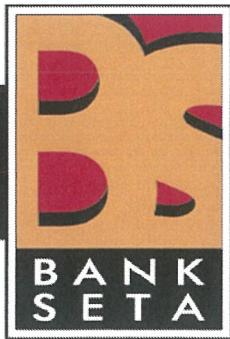
5.1	IS THE LEARNER'S CONTRACT OF EMPLOYMENT SPECIFIC TO THE PERIOD OF THE AGREEMENT?	Yes		No	
	If Yes (Specify) and attach a copy of the contract of employment				
5.2	DOES THE LEARNER HAVE A COPY OF THE CONTRACT OF EMPLOYMENT?	Yes		No	
	If No (explain)				
6.	LEARNER TOTAL STIPEND AMOUNT	R 66 000	MONTHLY STIPEND	R 5 500	

7. WORKPLACE BASED LEARNING PROGRAMME SELECTION:

7.1 WORKPLACE BASED LEARNING PROGRAMME TYPE	WIL
7.1.1 QUALIFICATION NAME	NDip: IT
7.2 SETA RESPONSIBLE FOR AGREEMENT	BANKSETA



7.3 AGREEMENT START DATE (DATE SETA REGISTERS THE AGREEMENT)	January 2022
7.4 AGREEMENT END DATE	December 2022
8. SIGNATORIES	
1. LEARNER	LEARNER'S WITNESS
Full Name: <u>Hlotswalela Ramalotsa</u> Signature: <u>Ramotl</u> . Date: <u>30-11-2021</u>	Full Name: <u>Julia Motloutsi</u> Signature: <u>JM</u> Date: <u>30/11/2021</u>
2. PARENT OR GUARDIAN (only if the learner is a minor)	PARENT OR GUARDIAN'S WITNESS
Full Name: _____ Signature: _____ Date: _____	Full Name: _____ Signature: _____ Date: _____
3. EMPLOYER OR LEAD EMPLOYER	EMPLOYER'S OR LEAD EMPLOYER'S WITNESS
Full Name: <u>Tyson Mothabeng</u> Designation: <u>Facilitator</u> Signature: <u>TM</u> Date: <u>30-11-2021</u>	Full Name: <u>LETTY MOILA</u> Signature: <u>LMM</u> Date: <u>30 NOVEMBER 2021</u>



4. UOT COLLEGE	UOT COLLEGE WITNESS
Full Name: _____ Designation: _____ Signature: _____ Date: _____	Full Name: _____ Signature: _____ Date: _____
SETA OFFICIAL USE ONLY	
WORKPLACE BASED LEARNING PROGRAMME AGREEMENT NUMBER	
REGISTRATION DATE OF THE AGREEMENT [Regulation 10(1)]	
SETA OFFICIAL APPROVED BY THE CEO TO REGISTER WORKPLACE BASED LEARNING PROGRAMME AGREEMENTS	Name: _____ Designation: _____ Signature: _____ Date: _____



home affairs

Department:
Home Affairs
REPUBLIC OF SOUTH AFRICA

H 4161064

83/DHA - 5

IDENTITY / IDENTITEIT

PARTICULARS FROM THE POPULATION REGISTERS

IDNO.:

IDNR.:

980928 1080 08 0

SURNAME:

VAN:

RAMALATSOA

FIRST NAME:

VOORNAME:

HLOKWALATSELA ELIZABETH PRIVATE BAG X9426

DEPARTMENT OF HOME AFFAIRS

2021-09-21

POLOKWANE 0700

POLOKWANE LARGE OFFICE (92)

ISSUED BY:

UITGEREIK DEUR: YCT310

DATE OF BIRTH:

GEBORETE DATUM:

1998-09-28

DATE ISSUED:

DATUM UITGEREIK:

2021-09-21

OFFICE CODE:

KANTOORKODE:

YCT

(VALID FOR 2 MONTHS FROM DATE OF ISSUE)
(GELDIG VIR 2 MAANDE NA UITREIKINGSDATUM)

SPA

CERTIFIED TRUE COPY OF THE ORIGINAL
GESERTIFIER WARE AFSKRIF
POSTNET PETROSTOP

22-09-2021

SIGNATURE:
P/BAG X9716, POLOKWANE, 0700
TEL: 015 291 2824 FAX: 015 291 2833



Gauteng
mLab, U8, Enterprise Building
6 Mark Shuttleworth Street
The Innovation Hub
Persequor x 10
Pretoria, South Africa
0087

Western Cape mLab
Workshop17
V & A Waterfront
17 Dock Road
Cape Town, South Africa
8001

Northern Cape mLab
Northern Cape Campus
Cnr Hulana St & Tyala St
Galeshewe
Kimberley, South Africa
8345

Limpopo
mLab Limpopo
15 Biccard Street
Polokwane Central
Polokwane, South Africa
0700

Mobile Applications Laboratory NPC
2011/149875/08

11 October 2021

**Confirmation of employment: Hlokwalatsela Elizabeth Ramalatsoa , ID
No.9809281080080**

To Whom It May Concern:

This serves to confirm that Hlokwalatsela Elizabeth Ramalatsoa is employed by mLab Southern Africa for a period of Ten (10) months (from 01 June 2021 to 31 March 2022).

mLab Southern Africa is a mobile solutions accelerator that assists new mobile enterprises to develop innovative mobile services and applications. We offer a range of support services, including office and hot desk space at our facilities in Gauteng, Limpopo, Northern Cape and Western Cape.

mLab Southern Africa also hosts the CodeTribe Academy, in partnership with The Innovation Hub(TIHMC), which trains youth in mobile software development and Agile SCRUM methodology.

The Trainee's participation in the Programme as a "digital solutions developer", will expose the Trainee to training on how to code and develop applications, adhere to designs supporting business requirements, eg. for external customers; to standardise the quality assurance procedure for software produced, and to test and develop fixes and scripts.

mLab provides a Skills Facilitator to provide the training; shall ensure that the Trainee has access to the necessary training facilities, for the duration of his/her participation in the Programme.

For the duration of the programme, the trainee is required to spend Mondays – Fridays for approximately 8 hours a day (40 hours per week) at the facilities of mLab to attend classes, from 08h00 – 16h00.

MLab has undertaken to provide the funding for the Programme and to contribute towards the participating trainees' studies in the form of a study subsidy of R6 000-00 per trimester

If you require any further information regarding Elizabeth, please do not hesitate to contact Skill Accelerator Coordinator Veronica Mahlangu, email: veronica@mlab.co.za or facilitator: Tyson Motlhabeng, email: tyson@mlab.co.za



Kind regards
Veronica Mahlangu
Skill Accelerator Coordinator
+27 012 8440240



CodeTribe Academy Contract

Contract Amendment

BETWEEN:
Name of trainee: Hlokwalatsela Elizabeth Portia Ramalatsoa
(Identification number: 9809281080080)
(Hereinafter referred to as the 'Trainee')

and

Mobile Applications Laboratory NPC

Registration number 2011/149875/08

(Hereinafter referred to as 'mLab')

Herein represented by **Mrs Nicoli Koorbanally**

In her capacity as **Chief Executive Officer**, being duly authorised thereto.

BACKGROUND

1. The Trainee and Mobile Applications Laboratory NPC, entered into a CodeTribe Academy Contract (the “Contract”) commencing on 1 June 2021 for the purpose of The Trainee participating in a Digital Skills Development Programme.
2. The Parties wish to amend the Contract on the terms and conditions set forth in this Amending Agreement (the “Agreement”).
3. This Agreement is the first amendment to The Contract.
4. References in this Agreement to The Contract are to the original contract.
5. IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfil the promises, conditions, and agreements below.

AMMENDMENTS

1. The Contract is amended as follows:
 - 1.1 The term of the Contract shall be extended from 31 December 2021 to 31 March 2022, at which date the Contract shall terminate automatically.

NO OTHER CHANGE

Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

GOVERNING LAW

Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of The Republic of South Africa without regard to the jurisdiction in which any action or special proceeding may be instituted.



REPUBLIC OF SOUTH AFRICA

National Senior Certificate

Awarded to

HLOKWALATSELA ELIZABETH RAMALATSOA

Identity number 9809281080080

Exam number 8171190026037

Subject	Achievement	level	Date
Sepedi Home Language	80	7	Nov 16
English First Additional Language	72	6	Nov 16
Mathematics	59	4	Nov 17
Life Orientation	77	6	Nov 16
Agricultural Science	50	4	Nov 16
Life Sciences	48	3	Nov 17
Physical Sciences	46	3	Nov 17

This candidate is awarded the National Senior Certificate and has met the minimum requirements for admission to bachelor's degree, diploma or higher certificate higher education, subject to the admission requirements of the higher education institution.

CERTIFIED TRUE COPY OF THE ORIGINAL
CERTIFICATE OF SENIOR SCHOOL CERTIFICATE
POSTNET PETROSTOP

22-09-2021

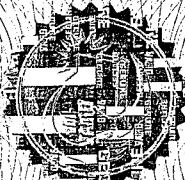
With effect from December 2017

SIGNATURE.....
P/BAG X9716, POLOKWANE, 0700
TEL: 015 291 2824 / 082 960 68694 R

M. S. LUNGESET

Chief Executive Officer

This certificate is issued without alterations or erasure of any kind



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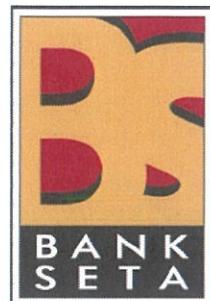
Council for Quality Assurance in
General and Further Education and Training
South Africa

0536752

(See reverse for more information)



INTERNSHIPS AGREEMENT
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WORK INTEGRATED LEARNING (WIL)

Entered into between

Tyson Mothlabeng (Employer Full Name)
Hereafter referred to as the Employer

And

Hlofwa Tsetsa Elizabeth Ramatlatsa (Learner full name)
Hereafter referred to as the Learner

And

TSHWANE UNIVERSITY OF TECHNOLOGY
(Training Provider full name)
Hereafter referred to as "the Training Provider"

Learner Initials

HE

Employer Initials

TM

Training Provider Initials

MN



Content

1. Details of Parties
2. Details of Pre-Learnership Programme
3. Rights and Responsibilities of parties
4. Duration and Termination
5. Signatories

1) Details of Parties

a) Learner details

Full Name	HOKWATATESEIA ELIZABETH			
Surname	RAMAIATSOA			
I.D Number	9 8 0 9 2 8 1 0 8 0 0 8 0			
Date of Birth	1 9 9 8 0 9 2 8			
Race	Black			
Gender				Female
Disability Status	Disabled (please specify)		Not disabled	X
Employment Status	18.1 (Currently Employed)	X	18.2 (Unemployed or pre-employed)	
Physical Address	2 middle street ladanna(Annadale) Polokwane			
Code	0699			
Region/Province	LIMPOPO			
Municipality	Polokwane			
Rural / Urban	URBAN			
Postal Address				

Learner Initials

HE

Employer Initials

TM

Training Provider Initials

MN



INTERNSHIPS AGREEMENT
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Code										
Region/Province										
Municipality										
Rural / Urban										
Telephone Numbers:	Home:									
	Cellphone	0	6	0	6	1	1	9	4	2
E-mail address	elizabethramalatsoa@gmail.com									
Citizen Status	South African									
Highest Education	Grade 12									
NQF Level	6									
Home language	Sepedi									

b) Details for Next of Kin (not at the same residence of learner)

Full Name	MOHLAGO LINAH									
Surname	Rammalatsoa									
I.D Number	8 0 0 6 1 9 0 8 3 0 0 8 2									
Date of Birth	1 9 8 0 0 6 1 9									
Race	Black									
Gender	Female									
Physical Address	MOBODA SA-mothapo Stand no. 245 Thakgalang									
Code	0727									
Region/Province	LIMPOPO									
Municipality	Polokwane									
Postal Address	P O Box 812 Gq-mothapo 0727									
Telephone Numbers:	Home:									
	Cellphone	0	7	2	6	6	0	5	1	4
E-mail address	mohlagokwenadi@gmail.com									

Learner Initials

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c) Employer details

Registered Name	mLab Southern Africa Limpopo	
Trading Name	mLab Southern Africa Limpopo	
SDL number		
Organisation registration number	2011/149875/08	
Physical Address	15 Biccard Street Polokwane	
Code	0700	
Region/Province	LIMPOPO	
Postal Address		
Contact Person	Name	TYSON Motlhabeng
	Telephone number	078 649 8402
	E-mail address	tyson@mLab.co.za

d) Training Provider details

Registered Name	TSHWANE UNIVERSITY OF TECHNOLOGY
Trading Name	TSHWANE UNIVERSITY OF TECHNOLOGY
SDL number	L650752050
Primary ETQA	
Accreditation number	
Private or Public Provider	PUBLIC
Organization registration number	
Physical Address	AUBREY MATLALA ROAD BLOCK L SOSHANGUVE PRETORIA

Learner Initials

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Employer Initials

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Training Provider Initials

MN



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Code	0152	
Region/Province	GAUTENG	
Postal Address	PRIVATE BAG X680 PRETORIA 0001	
Contact Person	Name	MARK MUWANGUZI
	Telephone number	0123829693
	E-mail address	MUWANGUZIMN@TUT.AC.ZA
	Cell number	0734865381

2) WORK INTEGRATED LEARNING PROGRAMME DETAILS

Programme Name	EXPERIENTIAL LEARNING		
Registration Number			
NQF Level	6		
Qualification Number			
Qualification Name	NDIP: ENGINEERING / NDIP: IT		
OFO Code/description			
Is the Programme SETA Funded	Yes	X	No
Grant Amount per learner	66 000		
Funding year	2021 - 2022		
Summary / outline of what the learner will be covering and/or exposed to in the practical work environment (please attach an outline if available)			

Learner Initials

HE

Employer Initials

TM

Training Provider Initials

MN



3) Rights and responsibilities of parties

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.

a) Rights of Learners

- i) The learner has the right to attend classroom instruction on the pre-Learnership programme during normal working hours
- ii) The Learner has a right to access his/her assessment documents.
- iii) The Learner has a right to reassessment

b) Rights of Employers

- i) The Employer has the right to schedule the training hours of the learner as per the contract concluded between the Employer and the Learner
- ii) Take disciplinary action against the learner for any breach of the disciplinary code of the employer

c) Rights of Training Provider

- i) The Training Provider has the right to assess the learner on both the formative as well as the summative assessment per the Pre-Learnership programme at the classroom instruction

d) Responsibilities of Learner

- i) The learner has the responsibilities to
 - (1) Conduct herself in a manner as befitting an employee of the Employer
 - (2) Attend all classroom instruction and assessments as scheduled by the Training Provider
 - (3) Attend all workplace experience as scheduled by the Employer
 - (4) Abide by the disciplinary code and conduct of the Employer at all time

Learner Initials

HE

Employer Initials

TM
MN

Training Provider Initials



e) Responsibilities of Employer

- i) The Employer has the responsibility to
 - (1) Pay the learner their monthly learner allowance.
 - (2) Provide the learner with adequate support relevant to this Pre-Learnership programme
 - (3) Provide the learner with the necessary mentoring and coaching support as relevant to this skills programme
 - (4) Ensure that the provision of training is at all times conducted by a Training Provider accredited and which has the scope to deliver and assess against the unit standards as per the skills programmes

f) Responsibilities of the Training Provider

- i) The Training Provider has the responsibility to
 - (1) Provide proof of its accreditation status as well as maintain accreditation and the scope to deliver and assess against the unit standards as contained in this skills programme at all times for the duration of this agreement
 - (2) Provide adequate theoretical instruction to the learner in order for the learner to attain competence
 - (3) Assess the learner, both formatively and summative against all unit standards as relevant to this Work Readiness Programme

4) Duration and Termination

- a) This agreement will commence on **15th November 2021** and will terminate on **31st October 2022**.
- b) Partners to the process shall at all times consider mitigating circumstances to ensure neither party is negatively impacted by premature contract termination.
- c) This agreement will terminate earlier than the date indicated in 4(a) above should one of the following occur:
 - i) The learner resigns from the employment of the Employer
 - ii) The learner is dismissed by the employer due to a breach of the disciplinary code and after following the necessary steps as provided for within this disciplinary code
 - iii) The Employer voluntarily terminates the agreement subsequent to consultation with the Training Provider and the BANKSETA and written confirmation by the BANKSETA of its agreement to this termination

Learner Initials

HE

Employer Initials

TM

Training Provider Initials

MN



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- iv) The Training Provider voluntarily terminates this agreement subsequent to consultation with the BANKSETA and the Employer and the Learner and written confirmation by the BANKSETA of its agreement to this termination

5) Signatories:

Learner

Date: <u>09/11/2021</u>	Date: <u>09/11/2021</u>	Date: <u>09/11/2021</u>
Learner <u>Ramahl.</u>	Witness <u>D</u>	Witness <u>JM</u>

For and on behalf of the Employer

Date: <u>09/11/2021</u>	Date: <u>09/11/2021</u>	Date: <u>09/11/2021</u>
<u>TM</u> Authorised Representative	<u>JP</u> Witness	<u>EN</u> Witness

For and on behalf of the Training Provider

Date: _____	Date: _____	Date: _____
Authorised Representative	Witness	Witness

Learner's appointed guardian or parent should the learner be under the age of 18

Date: _____	Date: _____	Date: _____
Parent or Guardian		
Learner / Guardian / Parent (Please cross out which is not	Witness	Witness

Learner Initials

HE

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(applicable)

Learner Initials

HE

Employer Initials

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Training Provider Initials

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