

BANKSETA PIVOTAL 2022/23 MOA Number:

Is this a 2022/23 PIVOTAL Funded Agreement: Yes / No

18.2 Unemployed Categories:

Please select (tick) the relevant Learnership/Internship category for the learner:

Unemployed Learnership	X
Unemployed Internship	
Unemployed Learnership: Programs supporting Learners with Disabilities	

Please ensure the below is attached to the duly signed agreement as required:

- Duly signed means all pages are initialed by main and witness signatories AND signed in full by all the main AND witness signatories

18.2 Learnerships	<ul style="list-style-type: none">- DHET/ Quality Council for Trade Occupations learnerships registration certificate (this certificate should be provided by the Training provider)- A printout as proof of SAQA Qualification ID, obtainable from https://allqs.saga.org.za/- Valid Training provider proof of accreditation applicable to the learnership- Duly signed fixed term contract of employment- Learner ID copy – clearly visible Clearly visible means that every single digit and every single letter and detail on the ID is clearly legible and not distorted in any way- Copy of learner's highest qualification Affidavits will only be accepted if it is accompanied by proof of application for the re-issue of the highest qualification It is of utmost importance to submit the proof of highest qualification to BANKSETA once re-issued <p>The learner surname on all the above documents should not differ from the surname on the learners' ID document. If so, a marriage certificate or official Department of Home Affairs confirmation for change of surname is required and must be attached</p>
18.2 Internships	<ul style="list-style-type: none">- Duly signed fixed term contract of employment- A printout as proof of SAQA Qualification ID, obtainable from https://allqs.saga.org.za/- Learner ID copy – clearly visible Clearly visible means that every single digit and every single letter and detail on the ID is clearly legible and not distorted in any way- Copy of learner's highest qualification Affidavits will only be accepted if it is accompanied by proof of application for the re-issue of the highest qualification It is of utmost importance to submit the proof of highest qualification to BANKSETA once re-issued <p>The learner surname on all the above documents should not differ from the surname on the learners' ID document. If so, a marriage certificate or official Department of Home Affairs confirmation for change of surname is required and must be attached</p>

Initial of Learner	Initial of Learner Witness	Initial of Employer /Lead Employer	Initial of Employer or Lead Employer Witness	Initial of Provider or Lead Provider	Initial of Provider or Lead Provider Witness
OCM	SJF	LM	QM		

Annexure A

WORK-BASED LEARNING PROGRAMME AGREEMENT

**PART A: INTERPRETATIONS**

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 purposes 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 the requirement for the Diploma, National Diploma, Higher Certificate or Advanced Certificate as a vocational qualification stipulated in the Higher Education Qualifications Sub-Framework (HEQSF).

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

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“student internship: Category C” means a period of workplace based learning undertaken as part of the requirement for the Occupation 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 the parties

We understand that this Agreement is legally binding.

We understand that it is an offence in terms of the Act to provide false or misleading information in this Agreement.

We agree to the following rights and duties.

2. Rights and duties of learners, employers and training providers

2.1 Rights of the Learner

The learner has the right to:

- 2.1.1 receive an induction to the workplace based learning programme;
- 2.1.2 be educated and trained under the workplace based learning programme;
- 2.1.3 access to the required resources for all required curriculum components of the workplace based learning programme;
- 2.1.4 be assessed internally as specified and have access to the assessment results of the workplace based learning programme;
- 2.1.5 have access to final external summative assessments as specified in the assessment specification;
- 2.1.6 if successful, be awarded a certificate of competence, by the relevant body;
- 2.1.7 in the case of an unemployed learner, receive the agreed workplace based learning programme allowance for the duration of the learning programme; and

Initial of Learner	Initial of Learner Witness	Initial of Employer /Lead Employer	Initial of Employer or Lead Employer Witness	Initial of Provider or Lead Provider	Initial of Provider or Lead Provider Witness
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- 2.1.8 raise grievances in writing with the SETA concerning any shortcomings in the quality of the education and training under the workplace based learning programme.

2.2 Duties of the Learner

The learner must:

- 2.2.1 carry out all related work experience activities specified in the workplace based learning programme;
- 2.2.2 comply with the employer's workplace policies and procedures;
- 2.2.3 be available for, and participate in, all knowledge, practical skills and work experience activities required by the workplace based learning programme;
- 2.2.4 complete timesheets and projects and participate in all internal assessment activities that are required for the final external summative assessment at the end of the workplace based learning programme; and
- 2.2.5 be available for the final external summative assessment of occupational competence on the date and place scheduled.

2.3 Rights of the Employer

The employer has the right to require the learner to:

- 2.3.1 perform lawful duties in terms of this agreement; and
- 2.3.2 comply with the rules and regulations concerning the employer's workplace policies and procedures.

2.4 Duties of the Employer

The employer must:

- 2.4.1 comply with all duties in terms of the Act and applicable legislation including those listed hereunder unless other legislation exists that is applicable to the employer specifically:
- 2.4.1.1 Basic Conditions of Employment Act, 1997(Act 75 of 1997);
- 2.4.1.2 Labour Relations Act, 1995 (Act 66 of 1995);
- 2.4.1.3 Employment Equity Act, 1998 (Act 55 of 1998);
- 2.4.1.4 Occupational Health and Safety Act, 1993 (Act 85 of 1993)
or Mine Health and Safety Ac, 1996 (Act 27 of 1996);
- 2.4.1.5 Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993); and

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2.4.1.6 Unemployment Insurance, 1996 (Act 30 of 1996);

- 2.4.2 provide the facilities and resources required for the work experience components of the workplace based learning programme;
- 2.4.3 provide the learner with supervision and mentoring at work;
- 2.4.4 release the learner during normal working hours to attend off-the-job components of the workplace based learning programme;
- 2.4.5 complete the learner's work records;
- 2.4.6 keep up to date records of workplace learning and periodically discuss progress with the learner and the provider;
- 2.4.7 if the learner was not in the employment of the employer at the time of concluding this Agreement, the employer must:
 - 2.4.7.1 enter into a contract of employment with the learner for the duration of the learning programme;
 - 2.4.7.2 advise the learner of the terms and conditions of his or her employment, including the learner allowance;
 - 2.4.7.3 advise the learner of the employer's workplace policies and procedures.
 - 2.4.7.4 pay the learner on time the agreed learner allowance for the duration of the learning programme;
 - 2.4.7.5 apply the same disciplinary, grievance and dispute resolution procedures to the learner as to any other employee;
- 2.4.8 submit the signed learning programme agreement to the SETA for registration.

2.5 Rights of the provider

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

2.6 Duties of the provider

The provider must:

- 2.6.1 provide the knowledge and practical skills components specified in the work based learning programme;
- 2.6.2 provide the learner support as required by the workplace based learning programme;
- 2.6.3 record, monitor and retain details of the education and training provided to the learner in terms of the workplace based learning programme and

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periodically discuss and record progress with the learner and the employer;

2.6.4 conduct internal assessments for the knowledge and practical skills components specified in the workplace based learning programme; and

2.6.5 issue statements of results

3. Completion or termination of this agreement

3.1 This workplace based learning programme agreement is completed:

3.1.1 on the date as stipulated in this agreement as completion date; or

3.1.2 on an earlier date if the learner has successfully completed the final external summative assessment and fulfilled all requirements associated with the specified workplace experience activities of the work based learning programme.

3.2 This workplace based learning programme agreement is terminated if:

3.2.1 the learner is fairly dismissed by the employer for a reason related to the learner's conduct or capacity as an employee; or

3.2.2 the SETA approves the termination of the agreement in terms of the 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 cease 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 3. Details of the other employers must be attached on a separate sheet; and
- If a group of providers is party to this agreement, one of them must perform the function of lead training provider. The lead provider must be accredited for the relevant curriculum components and must complete Section 4. Details of the other providers must be attached on a separate sheet.

Initial of Learner	Initial of Learner Witness	Initial of Employer /Lead Employer	Initial of Employer or Lead Employer Witness	Initial of Provider or Lead Provider	Initial of Provider or Lead Provider Witness
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1. Learner details1.1 Full name: **Ofentse Chantal Malebye**1.2 Identity number: **9807290658086**1.3 Date of birth: **1998/07/29**1.4 Sex: ☐ Male ☒ Female1.5 Race: ☒ African ☐ Indian☐ Coloured ☐ White1.6 Do you have a disability, as contemplated by the Employment Equity Act, 1998 (Act 55 of 1998)?²⁶☐ Yes (specify): _____☒ No

1.7 Learner's residential, home and birth place addresses:

Residential: **6953 Kilimanjaro street, Clayville Ext.45, Olifantsfontein, 1666**Home: **6954 Kilimanjaro street, Clayville Ext.45, Olifantsfontein, 1666**Birth: **Limpopo**1.8 Contact telephone numbers: **0655175323****(As many contact numbers as possible. One MUST be a cell number.)**

1.9 Postal address (if different from residential): _____

1.10 E-mail address: **malebyeoc@gmail.com**²⁶ 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.

Initial of Learner	Initial of Learner Witness	Initial of Employer /Lead Employer	Initial of Employer or Lead Employer Witness	Initial of Provider or Lead Provider	Initial of Provider or Lead Provider Witness
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Are you a South African citizen?

☒ Yes ☐ No

If No, specify and attach documents indicating your status including citizenship and/or permanent residence, study permit, etc.

1.11 Were you employed by your employer before concluding this agreement?

☐ Yes ☒ No

1.12 Were you party to a workplace based learning programme agreement at any time in the past before concluding this agreement?

☐ Yes ☒ No

2. Parent or guardian details

(To be completed if learner is a minor, i.e. unmarried person under 18 years.)

2.1 Full name: _____

2.2 Identity number: _____

2.3 Residential address: _____

2.4 Postal address (if different from above): _____

2.5 Telephone number (home and work): _____

2.6 E-mail address: _____

Initial of Learner	Initial of Learner Witness	Initial of Employer /Lead Employer	Initial of Employer or Lead Employer Witness	Initial of Provider or Lead Provider	Initial of Provider or Lead Provider Witness
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3. Employer details3.1 Legal name of employer: **ABSA BANK LIMITED**3.2 Trading name (if different from above): **ABSA**3.3 Employer workplace approval number: **N/A**3.4 Approving SETA: **BANK SETA**3.5 Approval date: **N/A**3.6 Approval review date: **N/A**

3.7 Are you liable for the skills development levy (SDL)?

☒

Yes

☐

No

If yes, what is your SDL number: **L320717509**3.8 Name of SETA with which you are registered: **BANKSET**

3.9 What is the Standard Industrial Classification (SIC) code that applies to your core

business: **81121**

3.10 Are you acting as the Lead Employer?

☒

Yes

☐

No

3.11 Business address: **ABSA TOWERS,****TROYE STREET, JOHANNESBURG, 2001**

3.12 Postal address (if different from 3.11):

3.13 Name of contact person: **LERATO MONYATSI**3.14 Telephone No: **011 846 9031**3.15 Fax No: **N/A**3.16 Cell Number: **082 927 5321**3.17 E-mail address: **Lerato.Monyatsi@absa.africa**

Initial of Learner	Initial of Learner Witness	Initial of Employer /Lead Employer	Initial of Employer or Lead Employer Witness	Initial of Provider or Lead Provider	Initial of Provider or Lead Provider Witness
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4. Provider details4.1 Legal name of Training Provider: **SpecCon Holdings (pty) Ltd**4.2 Trading name (if different from above): **SpecCon**

4.3 Are you acting as the Lead Provider?

☒

Yes

☐

No

4.4 Are you liable for the skills development levy (SDL)?

☒

Yes

☐

No

If yes, what is your SDL number: **L070783503**4.5 What is the Standard Industrial Classification (SIC) code that applies to your core business: **61951**4.6 Accreditation Council: **MICTSETA**4.7 Accreditation number: **ACC2014/07/144**

4.8 Accreditation review date: _____

4.9 Business address: **Cambridge Office Park, Building C, 5 Bauhinia****Technopark, Centurion, 0157**

4.10 Postal address (if different from 4.9): _____

4.11 Name of contact person: **Landie Bam**4.12 Telephone number: **065 887 5085**

4.13 Fax number: _____

4.14 E-mail address: **landie@speccon.co.za**

Initial of Learner	Initial of Learner Witness	Initial of Employer /Lead Employer	Initial of Employer or Lead Employer Witness	Initial of Provider or Lead Provider	Initial of Provider or Lead Provider Witness
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5. Contract of employment

5.1 Is the learner's contract of employment specific to the period of the agreement?

☒Yes (specify): 12 Months☐

No

If yes, attach a copy of the contract of employment.

5.2 Does the learner have a copy of the contract of employment?

☐

No (explain): _____

☒

Yes

6. Workplace Based Learning Programme Selection:

Workplace Based Learning Programme Type	Place an X next to ONLY ONE Type
1. Apprenticeship	
2. Learnership	X
3. Internship for the "N" Diploma	
4. Candidacy	
5. Student internship: Category A	
6. Student internship: Category B	
7. Student internship: Category C	
8. Student internship	
9. Graduate internship	

Initial of Learner	Initial of Learner Witness	Initial of Employer /Lead Employer	Initial of Employer or Lead Employer Witness	Initial of Provider or Lead Provider	Initial of Provider or Lead Provider Witness
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SETA responsible for agreement	MICT Seta
Qualification or part qualification title associated with agreement if applicable	NC: IT Systems Support NQF 5
Qualification or part qualification SAQA ID number associated with agreement if applicable	48573
Curriculum registration number associated with the agreement	12Q120014001205
QCTO appointed Assessment Quality Partner (AQP) associated with the workplace based agreement	
Agreement start date (date SETA registers the agreement)	01 April 2023
Agreement end date (subject to number of credits of qualification or part qualification or duration of curriculum)	31 March 2024
Designation registered with SAQA if applicable	

7. Signatories

Learner Full Name: _

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

Ofentse Chantal Malebye


Full Name: _____

Signature: 

Signature: _____

Date: **03 April 2023**

Date: _____

Witness Signature: 

Witness Signature: _____

Date: **03 April 2023**

Date: **03 April 2023**

Initial of Learner	Initial of Learner Witness	Initial of Employer /Lead Employer	Initial of Employer or Lead Employer Witness	Initial of Provider or Lead Provider	Initial of Provider or Lead Provider Witness
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Employer or Lead Employer's signatureFull Name: Lerato MonyatsiDesignation: Skills Development ManagerSignature: Lerato MonyatsiDate: 03 April 2023Witness Signature: Queen MatelaDate: 03 April 2023**Provider or Lead Provider's signature**Full Name: Landie BamDesignation: Learnership Admin

Signature: _____


Date: 03 April 2023

Witness Signature: _____

Date: 03 April 2023**SETA Official Use Only****Workplace Based Learning Programme Agreement Number** _____**Conditional placement date****(Regulation 6(1))** _____**Registration date of the agreement****(Regulation 10(1))** _____**SETA official approved by the CEO to register Workplace Based Learning Programme Agreements.****Name:** _____**Designation:** _____**Signature:** _____

Initial of Learner	Initial of Learner Witness	Initial of Employer /Lead Employer	Initial of Employer or Lead Employer Witness	Initial of Provider or Lead Provider	Initial of Provider or Lead Provider Witness
OCM	SJF	LM	QM		

BANKSETA SETMIS REQUIRED INFORMATION:**Please complete in full. This is compulsory information as required by DHET:**

Learnership I.D	12Q120014001205				
Qualification I.D/ SAQA Number	48573				
NQF Level of Learnership	5				
Unit Standard I.D					
Training Provider Code					
Training Provider Accreditation Number	ACC/2014/01/144				
Training Provider ETQA (this is where the provider is registered)	MICT SETA				
Training Provider Postal Address:					
Postal address 1	Cambridge Office Park, Building C, 5 Bauhinia Technopark, Centurion, 0157				
Postal address 2					
Postal Code					
Training Provider Accreditation Start date	13/02/2020				
Training Provider Province code (this is the provider postal code)	0157 				
Training Provider Physical address:					
Address 1	Cambridge Office Park, Building C, 5 Bauhinia Technopark, Centurion, 0157				
Address 2					
Address Code					
Learner's home language	Setswana				
Learner Province	Gauteng				
Learner Municipal Area	City of Ekurhuleni Metropolitan Municipality				
Learner Place of residence Rural or Urban	Urban				

Initial of Learner	Initial of Learner Witness	Initial of Employer /Lead Employer	Initial of Employer or Lead Employer Witness	Initial of Provider or Lead Provider	Initial of Provider or Lead Provider Witness
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Affidavit

Learner Name : **Ofentse Chantal**

Learner Surname : **Malebye**

Identity Number : **9807290658086**

I, **Ofentse Chantal Malebye** (learner name and surname)

hereby confirm that at the time I started the **IT Systems Support NQF 5** (program name) with

ABSA Bank (employer/ bank name) on the **01 April 2023** (insert program start date) I was unemployed, meaning I did not have a permanent job.

The program offered me an opportunity to gain work experience and improve my chances for a permanent position, both within the Bank, and outside.

Signed on **03 April 2023**

Signature



Initial of Learner	Initial of Learner Witness	Initial of Employer /Lead Employer	Initial of Employer or Lead Employer Witness	Initial of Provider or Lead Provider	Initial of Provider or Lead Provider Witness
OCM	SJF	LM	QM		

ANNEXURE B:**CONSENT TO BANKSETA TO RECEIVE AND PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF INFORMATION ACT, 4 OF 2013 (POPI)****1.1. Introduction**

The Protection of Personal Information Act (POPI) aims to give effect to the constitutional right to privacy by balancing the right to privacy against that of access to information. POPI requires that personal information pertaining to individuals be processed lawfully and in a reasonable manner that does not infringe on the right to privacy.

This section in the learning programme agreement sets out how personal information will be collected, used and protected by BANKSETA, as required by POPI. The use of the words “the individual” for the purposes of this document shall be a reference to any learner completing and signing this learning programme agreement. It also includes any other communication with BANKSETA and/or concluding any agreement, registration or application related to learning programmes including the certification after successful completion.

1.2 What is personal information?

The personal information that BANKSETA requires relates to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

1.3 What is the purpose of the collection, use and disclosure (the processing) of personal information?

BANKSETA is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting skills development initiatives to the Department of Higher Education and Training;
- reporting enrolments and achievements of programmes to the South African Qualifications Authority;
- reporting on quality assurance functions to the Quality Council of Trades and Occupations;
- evaluating and processing applications for access to funding;
- compiling statistics and other research reports;
- providing personalised communications;
- providing information for internal and external auditing purposes
- complying with the law; and/or
- for a purpose that is ancillary to the above.

BANKSETA will safeguard all information and will not process personal information for a purpose other than those which are identified above without obtaining consent beforehand.

1.4 What is ‘processing’?

‘Processing’ means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including –

- (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- (b) dissemination by means of transmission, distribution or making available in any other form; or
- (c) merging, linking, as well as restriction, degradation, erasure or destruction of information.

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OCM	SJF	LM	QM		

1.5 How will BANKSETA process personal information?

BANKSETA will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual;
- from an agent, employer, or other duly authorised representative who may seek or request our services;
- from education institutions, training providers, or other service providers that are providing or provided the individual with services;
- from our own records relating to our previous supply of services or responses to the individual's request for services;
- and/or from a relevant public or equivalent entity.

1.6 To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public entities of Government Departments, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all or a portion of BANKSETA's mandate or functions, personal information will be disclosed to that party, but they will equally be obliged as we are, to protect personal information in terms of POPI.

1.7 For how long will personal information be kept and how will it be destroyed?

Personal information will be kept for 5 years after successful completion date by the learner. After 5 years it will be destroyed.

1.8 Rights regarding the processing of personal information:


- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide BANKSETA with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if BANKSETA agrees to same in writing. BANKSETA specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits. Further, please note that the revocation of consent is not retroactive and will not affect disclosures of personal information that have already been made.
- In order to withdraw consent, please contact the Information Officer at [BANKSETA](#).
- Where personal information has changed in any respect, the individual is encouraged to notify BANKSETA so that our records may be updated. BANKSETA will largely rely on the individual to ensure that personal information is correct and accurate.

1.9 Consent and Permission to process personal information:

- I hereby provide authorisation to BANKSETA to process the personal information provided for the purpose stated.
- I understand that, should I refuse to provide the BANKSETA with the required consent and/ or information, BANKSETA will be unable to assist me with registration requirements for the learning programme.

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- I will not hold BANKSETA responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

Learner's signature:  Date: 03 April 2023.

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

Initial of Learner	Initial of Learner Witness	Initial of Employer /Lead Employer	Initial of Employer or Lead Employer Witness	Initial of Provider or Lead Provider	Initial of Provider or Lead Provider Witness
OCM	SJF	LM	QM		