**Provider/Employer/CETA Workplace Based Learning Programme Agreement Checklist**

**(Completed document to be attached to agreement)**

**Learner Details: CETA FUNDED**

e Economic Status: 18.1 18.2 **INDUSTRY FUNDED**

A learner who is currently employed by the employer is termed an 18.1

A learner who is currently unemployed, is termed an 18.2 Learner

**Surname**\_ {{learner\_last\_name}}\_\_\_\_\_ **Names**\_\_{{learner\_first\_name}} {{learner\_middle\_name}}\_

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **{{national\_id\_0}}** | **{{national\_id\_1}}** | **{{national\_id\_2}}** | **{{national\_id\_3}}** | **{{national\_id\_4}}** | **{{national\_id\_5}}** | **{{national\_id\_6}}** | **{{national\_id\_7}}** | **{{national\_id\_8}}** | **{{national\_id\_9}}** | **{{national\_id\_10}}** | **{{national\_id\_11}}** | **{{national\_id\_12}}** |

ID#

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **A** | **Workplace Based Learning Programme Checklist (Attach to learner agreement)** | **Employer/ Provider** | | | **CETA Provincial Administrator** | | | | | | **Comments** | |
| **ITEM** | **Learner Names and Surname: Inganam Mati** | **YES** | **NO** | | **YES** | | | **NO** | | |  | |
| 1 | Employer has uploaded the Agreement to the CETA system | **x** |  | |  | | |  | | |  | |
| 2 | All parties have initialed each page | **x** |  | |  | | |  | | |  | |
| 3 | Agreement is fully completed in **black** ink | **x** |  | |  | | |  | | |  | |
| 4 | Learner, Employer, and Provider/ Institution details are completed in full | **x** |  | |  | | |  | | |  | |
| 5 | All parties to the agreement have signed | **x** |  | |  | | |  | | |  | |
| 6 | There is a witness signature to each signatory *(Page corners do not need witness initials)* | **x** |  | |  | | |  | | |  | |
| 7 | The witness signatures are dated on the same day as the representative signature | **x** |  | |  | | |  | | |  | |
| 8 | Ensure all fields that are not applicable are marked "N/A" (Do not leave empty spaces) | **x** |  | |  | | | |  | |  | |
| 9 | The agreement is signed by all parties prior to the start date of the programme and where scratched out, all parties initialed | **x** |  | |  | | | |  | |  | |
| 1. **Attachments to the agreement** | | | | | | | | | | | | |
| 10 | ***Clear and legible certified*** ID Copy is attached to each agreement (certification stamp is not older than six months) | **x** | |  |  | |  | | |  | | |
| 11 | Clear and legible certified highest qualification copy submitted with agreement (certification stamp is no older than six months) | **x** | |  |  | |  | | |  | | |
| 12 | Fixed Term Employment Contract submitted with the agreement in case of an 18(2) learner, confirmation of employment if 18.(1) | **x** | |  |  | |  | | |  | | |
| 13 | Fixed Term Employment Contract dates to correspond with learner agreement dates | **x** | |  |  | |  | | |  | | |
| **C. Hard Copy Registration (For CETA office use only)** | | | | | | | | | | | | |
| 14 | The copy of a learner agreement is signed by the Administrator registering the agreement |  |  | |  |  | | | | | |  |
| 15 | A copy of the agreement is returned to the Employer |  |  | |  |  | | | | | |  |
| 16 | CETA copy of agreement is filled and electronic record of filling kept |  |  | |  |  | | | | | |  |
| **Checklist completed by company/provider representative (Full name):** | | Print Full Name | | | | | | | | | | Signature |
| **Checklist completed by CETA Provincial Administrator (Full Name):** | | Print Full Name | | | | | | | | | | Signature |
| **System Registration completed by CETA HO Administrator (Full Name):** | | Print Full Name | | | | | | | | | | Signature |



**WORKPLACE-BASED LEARNING PROGRAMME AGREEMENT**

**(Excluding Bursaries & Skills Programmes)**

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 a 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 qualification.

**“Student Internship” Category C:** means a period of workplace-based learning undertaken as part of the requirement for the occupational qualifications of the Quality Council for Trades and Occupations (QCTO).

**“Graduate Internship”** means a period of a workplace-based learning for the purposes allowing a person who has completed a post school qualification to gain workplace experience or exposure to enhance competency 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 vocation work.

**PART C: TERMS AND CONDITIONS OF AGREEMENT**

# **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.

# **Rights and duties of learners, employers and providers**

## **Rights of the Learner**

The learner has the right to:

### Receive an induction of the workplace-based learning programme,

### Be educated and trained under the workplace-based learning programme,

### Have access to the required resources to receive training in terms of the learning programme,

### Be assessed internally as specified and have access to the assessent results of the workplace-based learning programme,

### Have access to the final external summative assessments as specified in assessment specification,

### If successful, be awarded a certificate of competence, by the relevant body,

### In the case of an unemployed learner, receive an agreed workplace-based learning programme allowance for the duration of the learning programme; and

### Raise grievances in writing with the CETA concerning any shortcomings in the quality of the education and training under the workplace-based learning programme.

## **Duties of the Learner**

The learner must:

### Carry out all related work experience activities specified in the workplace-based learning programme.

### Comply with the employer’s workplace policies and procedures.

### Be available for, participating in, all knowledge, practical skills and work experience activities required by the workplace-based learning programme.

### Complete timesheets and projects, and participate in all internal assessment activities that are required for the final internal summative assessments at the end of the workplace-based learning programme, and

### Be available for the final external summative assessments of occupational competence on the dates and place scheduled.

## **Rights of the employer**

The employer has the right to require the learner to:

### Perform lawful duties in terms of this agreement; and

### Comply with the rules and regulations concerning the employers working place policies and procedures,

## **Duties of the Employer**

The employer must;

### Comply with all the duties in terms of the Act and applicable legislation including those listed hereunder unless other legislation exists that is applicable to the employer specifically:

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

#### 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);

#### Unemployment Insurance Act, 1996 (Act 30 of 1996)

## Provide the facilities and resources required for the work experience components of the workplace-based learning programme.

## Provide the learner with supervision and mentoring at work.

## Release the learner during normal working hours to attend off-the-job components of the workplace-based leaning programme.

## Complete the learner’s work records;

## Keep up to date records of workplace learning and periodically discuss progress with the learner and provider.

## If the learner was not in the employment of the employer at the time of concluding this agreement, the employer must:

## Enter into a contract of employment with the learner for the duration of the learning programme.

## Advise the learner of the terms and conditions of his or her employment, including the learner allowance.

## Advise the learner of the terms of the employer’s workplace policies and procedures.

## Pay the learner on time the agreed learner allowance for the duration of the learning programme; and

## Apply the same disciplinary, grievance and dispute resolution procedures to the learner as to any other employee.

## Submit the signed learning programme agreement to the CETA for registration.

## **Rights of the Training Provider**

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

## **Duties of the provider**

### The provider must:

### Provide the knowledge and practical skills component specified in the workplace-based learning programme.

### Provide the learner support as required by the workplace-based learning programme.

### Record, monitor and retain details of the education and training provided to the learner in terms of the workplace-based learning programme and periodically discuss and record progress with the learner and the employer.

### Conduct internal assessments for the knowledge and practical skills component specified in the workplace-based learning programme; and

### Issue statement of results.

# **COMPLETION OR TERMINATION OF THIS AGREEMENT**

## This workplace-based learning programme agreement is completed.

## On the date as stipulated in this agreement as completion date; or

## 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 workplace-based learning programme

## This workplace-based learning programme agreement is terminated if:

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

## The CETA 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 the learner’s parent or guardian must be party to this agreement and must complete section 6, the parent or guardian ceases to be party of the 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 9 and details of the other employers must be attached on a separate sheet. * If a group of providers are party to this Agreement, one of the providers must perform the function of lead provider. The lead training provider must complete section 4 and details of the providers must be attached on a separate sheet. |

# **Workplace Based Learning Programme Selection**

|  |  |  |
| --- | --- | --- |
| No | Workplace Based Learning Programme Type | Place an X next to one Type |
|  | Apprenticeship |  |
|  | Candidacy |  |
|  | Learnership | X |
|  | Internship for the “N” Diploma (TVET Placement) |  |
|  | Candidacy |  |
|  | Student “Internship category A”  (University Placement) |  |
|  | Student “Internship category B” |  |
|  | Student “Internship category C” |  |
|  | Student Internship |  |
|  | Graduate Internship |  |

|  |  |
| --- | --- |
| SETA responsible for agreement | CETA |
| Qualification or part qualification title associated with agreement if applicable | FETC: Generic Management NQF L4 |
| Qualification or part qualification SAQA ID number associated with agreement | 57712 |
| Curriculum Registration Number associated with the agreement (to be completed by SETA) | 23Q230074261504 |
| QCTO appointed Assessment Quality Partner (AQP) associated with the workplace-based agreement |  |
| Agreement start date (date SETA registers the agreement) | 28 February 2025 |
| Agreement End date (subject to number of credits of qualification or part qualification or duration of curriculum) | 27 February 2026 |
| Designation registered with SAQA if applicable |  |
|  | R |

# **Learner Details**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 5.1 | **Names and Surname** | {{learner\_first\_name}} {{learner\_middle\_name}} {{learner\_last\_name}} | | | | | | | | | |
| 5.2 | **Identity Number** | {{national\_id}} | | | | | | | | | |
| 5.3 | **Passport Number** |  | | | | | | | | | |
| 5.4 | **Date of birth** | **{{learner\_birth\_date}}** | | | | | | | | | |
| 5.5 | **Gender** | **Male** | **{{gender\_male}}** | | **Female** | | **{{gender\_female}}** | | **Other** | |  |
| 5.6 | **Race** | **Black {{equity\_african}}** | **Coloured {{equity\_coloured}}** | | **Indian {{equity\_indian}}** | | **White {{equity\_white}}** | | **Other** | | |
| 5.7 | **Other (specify)** |  | | | | | | | | | |
| 5.8 | **Do you have a disability as contemplated by the Employment Equity Act 55 of 1998?** | | | **YES {{disability\_sight}} {{disability\_hearing}} {{disability\_communication}} {{disability\_physical}} {{disability\_intellectual}} {{disability\_emotional}} {{disability\_multiple}} {{disability\_unspecified}}** | | | | **No {{disability\_none}}** | | | |
| **If yes, specify and attach proof** | | | | {{disability\_status\_name}} | | | |
| 5.9 | **Last School attended** | | | {{secondary\_school\_name}} | | | | | |  | |
| 5.10 | **Area of last School attended** | | |  | | | | | | | |
| 5.11 | **Residential, Home or Birthplace Address** | | | {{address\_line1}}, {{address\_line2}}, {{city}} | | | | | | | |
| {{state\_province}}, {{postal\_code}} | | | | | | | |
| 5.12 | **Postal address (if different from above)** | | |  | | | | | | | |
|  | | | | | | | |
| 5.13 | **Local/District Municipality** | | |  | | | | | | | |
| 5.14 | **Do you live in a Rural or Urban Area?** | | | **URBAN** | | | | **RURAL** | | | |
| 5.15 | **Email Address** | | | {{email\_address}} | | | | | | | |
| 5.16 | **Learner cell number (As many contact numbers as possible)** | | | {{phone\_number}} {{alt\_contact\_number}} | | | | | | | |
| 5.17 | **Home Language** | | | {{home\_language\_name}} | | | | | | | |
| 5.18 | **Are you a South African Citizen?** | | | Yes {{citizen\_sa}} | | No - (specify and attach documents indicating your status, for example: permanent residence, study permit, etc. {{citizen\_other}} {{citizen\_unknown}}{{citizen\_permanent}} | | | | | |

# **Parent or Guardian details**

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

|  |  |  |  |
| --- | --- | --- | --- |
| 6.1 | **Full Names and surname** |  | |
| 6.2 | **Identity Number** |  | |
| 6.3 | **Residential Address** |  | |
|  | |
| 6.4 | **Postal Address (if different from above)** |  | |
|  | |
| 6.5 | **Telephone Numbers (home and work)** |  |  |
| 6.6 | **Email address** |  | |

# **Employer details**

|  |  |  |  |
| --- | --- | --- | --- |
| 7.1 | **Legal name of Employer** | Provest Cementitious Products (Pty) Ltd | |
| 7.2 | **Trading name (if different from above)** | Provest Cementitious Products (Pty) Ltd | |
| 7.3 | **Workplace approval Number** |  | |
| 7.4 | **Approving SETA** |  | |
| 7.5 | **Approval Date** |  | |
| 7.6 | **Approval Review Date** |  | |
| 7.7 | **Are you Liable for Skills Development Levies** | Yes **X** | No |
| 7.8 | **If yes, what is your Skills Development Levy (SDL) Number** | L250754464 | |
| 7.9 | **Name of SETA with which you are registered** | CETA | |
| 7.10 | **What is the standard Industrial Classification (SIC) Code that applies to your core business** |  | |
| 7.11 | **Are you acting as Lead Employer?** | Yes **X** | No |
| 7.12 | **Business Address** | 55 Brink Street | |
| Rustenburg, North West | |
| 0299 | |
| 7.13 | **Employer GPS Coordinates** |  | |
| 7.14 | **Postal Address if different from 7.12)** | Postnet Suite 49 | |
| Private Bag x 82329 | |
| North West, 0300 | |
| 7.15 | **Name of Contact Person** | Jana Janse Van Rensburg | |
| 7.16 | **Telephone Number** | 014 597 3485 | |
| 7.18 | **Cell Number** |  | |
| 7.19 | **Email Address** | Jana.jansevanrenseburg@provest.co.za | |

# **Provider / TVET/ University/ University of Technology Details**

(For TVET/HEI Learners, only the Name of the Institution is compulsory in this section)

|  |  |  |  |
| --- | --- | --- | --- |
| 8.1 | **Legal name of the Provider** | Ensemble Trading 460 Pty Ltd | |
| 8.2 | **Trading name (if different from above)** | The Learning Organisation | |
| 8.3 | **Are you acting as Lead Provider?** | Yes **X** | No |
| 8.4 | **Are you liable for skills development levies?** | Yes **X** | No |
| 8.5 | **If yes, what is your SDL Number?** | L660744659 | |
| 8.6 | **What is the Standard Industrial Classification (SIC) code that applies to your core business** | 6100 | |
| 8.7 | **Accreditation Council** | Services SETA | |
| 8.8 | **Accreditation Number** | 2121 | |
| 8.9 | **Accreditation Review date** | 30 June 2026 | |
| 8.10 | **Business Address** | Kildrummy Office Park, Glenfiddich Building | |
| Cnr. Witkoppen & Umhlanga Roads, Paulshof | |
| 8.11 | **Training Provider GPS Coordinates** |  | |
| 8.12 | **Postal Address if different from 8.10)** |  | |
|  | |
| 8.13 | **Name of Contact Person** | Robyn Sinclair | |
| 8.14 | **Telephone Number** | 010 612 0679 | |
| 8.15 | **Fax Number** |  | |
| 8.16 | **Email Address** | robyns@tlo.co.za | |

**Contract of Employment**

## Is the learner’s contract of employment specific to the period of the agreement?

## Yes (specify) {{learner\_current\_ocupation}} No

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

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

## No (Explain) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Yes

# **Protection of personal information:**

## By signing this agreement:

### I hereby acknowledge that in compliance with the applicable legislation and specifically the Protection of Personal Information Act 2013, Act 4 of 2013 (POPI), CETA might be required to review, process, divulge and or share personal information with third parties or affiliates for purposes of this agreement.

### I hereby give consent for the processing of personal information to CETA and CETA affiliates, to process such personal information for the purposes related to this agreement in line with POPI.

### I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information in terms of POPI and hereby give my unconditional consent to CETA to collect, process and divulge relevant personal information in line with POPI.

### I hereby indemnify CETA and CETA affiliates against any claims whatsoever relating to the processing of personal information in terms of this agreement.

### Learner has read and understands the POPI Act

### **Signatories**

### **Learner and Guardian (for unmarried learners under the age of 18 years)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Learner’s Signature** |  | **Parent or Guardian’s Signature (**only if the learner is a minor) |  |
| **Date** |  | **Date** |  |
| **Witness Signature** |  | **Witness Signature** |  |
| **Date** |  | **Date** |  |

### **Employer and Training Provider (**the SDP section is not compulsory for candidacy, TVET Placement, and University Placement)

|  |  |  |  |
| --- | --- | --- | --- |
| **Employer or Lead Employer’s Signature** |  | **SDP or Lead SDP Signature** |  |
| **Date** |  | **Date** |  |
| **Witness Signature** |  | **Witness Signature** |  |
| **Date** |  | **Date** |  |

|  |  |
| --- | --- |
|  |  |

|  |
| --- |
| **FOR OFFICE USE ONLY** |

|  |  |
| --- | --- |
| **Date Entered by provider** |  |
| **Verified By (Provincial Administrator):** |  |
| **Date Registered:** |  |
| **Registered by (Head Office):** |  |
| **Signature ():** |  |