
GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

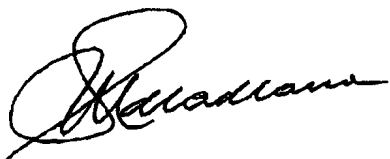
No. R. 519

29 June 2007

SKILLS DEVELOPMENT ACT, 1998 (ACT NO. 97 of 1998)

LEARNERSHIP REGULATIONS, 2007

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, in terms of section 36 read with sections 16 and 17 of the Skills Development Act, 1998 (Act No. 97 of 1998) after consultation with the National Skills Authority, hereby make the regulations in the Schedule attached hereto.



MMS MDLADLANA
MINISTER OF LABOUR

SCHEDULE
LEARNERSHIP REGULATIONS, 2007

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Definitions

1 In this Schedule, any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and -

- (a) **'employer'** includes a lead employer;
- 5 (b) **'ESDA'** means Employment and Skills Development Agency contemplated in section 17(7) of the Act;
- (c) **'ETQA'** means an education and training quality assurance body contemplated in section 5(1)(a)(ii)(bb) of the South African Qualifications Authority Act;
- 10 (d) **'lead employer'** means a lead employer contemplated in regulation 5(4);
- (e) **'lead training provider'** means a lead training provider contemplated in regulation 5(5);
- (f) **'learnership'** means a learning programme which –
 - (i) consists of a structured learning component; the learnership includes
 - 15 practical work experience of a specified nature and duration;
 - (ii) the learnership would lead to a qualification registered by the South African Qualifications Authority and related to an occupation, and
 - (iii) the intended learnership is registered with the Director-General in the prescribed manner.
- 20 (g) **'learnership agreement'** means a learnership agreement contemplated in section 17(1) of the Act;
- (h) **'qualification associated with a learnership'** means the qualification contemplated in section 16(c) of the Act;

- (i) **'section 18(1) learner'** means a learner who was in the employment of the employer party to the learnership agreement when the agreement was concluded;
- 5 (j) **'section 18(2) learner'** means a learner who was not in the employment of the employer party to the learnership agreement when the agreement was concluded;
- (k) **'submit'** means to deliver by hand or registered post or to transmit a communication by electronic mechanism as a result of which the recipient is capable of printing the communication;
- 10 (l) **'the Act'** means the Skills Development Act, 1998 (Act No. 97 of 1998); and
- (m) **'training provider'** includes a lead training provider.

Registering learnerships

- 2 (1) A SETA applying to register a learnership in terms of section 16 of the Act must complete the registration form set out in Annexure A to these Regulations.
- 15 (2) The completed registration form referred to in subregulation (1) must be signed by the executive officer of the SETA and be submitted to the Director-General.
- 20 (3) If the SETA applying to register a learnership is not the ETQA accredited for the relevant qualification associated with the learnership, the SETA must submit proof to the satisfaction of the Director-General that it has made adequate arrangements with the relevant ETQA-
- (a) to ensure the quality management of the education, training and assessment of learners under the learnership; and
- 25 (b) to issue certificates of achievement for the qualification.
- (4) Upon registration of a learnership, the Director-General must-

(a) allocate and issue a learnership number; and

(b) issue a certificate of registration to the SETA.

- (5) The Director-General may require a SETA to submit information, particulars or documentation prior to the registration of a learnership within time-periods stipulated by the Director-General.

5

Amending registered learnerships

- 3 (1) A SETA may apply in writing to the Director-General to amend a registered learnership.

- 10 (2) If the South African Qualifications Authority amends the registration of a qualification associated with a learnership, the relevant SETA must, within 45 working days of the amendment, apply to amend the registered learnership in terms of subregulation (1).

- 15 (3) If the registered learnership is amended, the Director-General must amend the relevant certificate of registration accordingly or issue a new certificate of registration.

- (4) The amendment of a registered learnership does not affect –

(a) the rights and obligations of the parties to any learnership agreement in respect of that learnership in force at the time of the amendment;

- 20 (b) the validity of any learnership completed by a learner or any qualification associated with the learnership achieved by a learner –

(i) before amendment of the learnership; or

(ii) in respect of any period of learnership that is commenced before the amendment of the learnership and which the learner has duly completed.

Deregistration of learnerships

- 4 (1) The Director-General may deregister a registered learnership if -
- (a) the relevant SETA has in writing requested the Director-General to deregister the learnership;
- 5 (b) the qualification associated with the learnership has been deregistered by the South African Qualifications Authority;
- (c) the relevant SETA fails to submit information, particulars or documentation in respect of the learnership in accordance with regulation 2(5); or
- 10 (d) the Director-General is satisfied that there is no longer a need for the learnership due to no enrolments of learners.
- (2) Before deregistering a registered learnership, the Director-General must, -
- (a) publish notice of the intention to deregister and the reasons for doing so in the *Government Gazette*;
- 15 (b) give interested persons 30 days from the date of notice in the *Government Gazette* to make representations on why the learnership should not be deregistered; and
- (c) consider those representations, and any views expressed by the National Skills Authority, in reaching a decision.
- 20 (3) The deregistration of a registered learnership does not affect –
- (a) the rights and obligations of the parties to any learnership agreement in respect of that learnership in force at the time of deregistration;
- (b) the validity of any learnership completed by a learner or any qualification associated with the learnership achieved by a learner-
- 25 (i) before deregistration of the learnership; or

- (ii) in respect of any period of learnership that is commenced before the deregistration of the learnership and which the learner has duly completed.

Registering learnership agreements

- 5 5 (1) A learnership agreement must be in the form set out in Annexure B.
- (2) A SETA may require the parties to a learnership agreement to submit relevant information in addition to that required in terms of subregulation (1).
- (3) A SETA may register a learnership agreement in terms of section 17(3) of the Act only if-
- 10 (a) the Director-General has registered the learnership;
- (b) a completed learnership agreement form referred to in subregulation (1) has been submitted to the SETA;
- (c) all parties to the agreement have signed the agreement and, if the learner is a minor¹, the learner's parent or guardian has signed the agreement on behalf of the learner
- 15 (d) the employer party to the learnership agreement falls within the scope of coverage of the SETA as determined by the Minister in terms of section 9(2) of the Act;
- (e) if the employer party is liable to pay a skills development levy, the employer party is classified within the jurisdiction of the SETA in terms of section 5 of the Skills Development Levies Act;
- 20 (f) the training provider party to the learnership agreement is accredited for the qualification associated with the learnership as contemplated in section 17(1)(c) of the Act;

¹ A minor is a person as defined by the Birth and Registration Amendment Act No. 1 of 2002

- (g) the terms of the agreement comply with the Act, any other applicable law and the terms of the registered learnership;
 - (h) the learnership agreement was concluded before the start of the learnership; and
 - 5 (i) in the case of a section 18(2) learner, the learner and the employer party have, subject to subregulation (8), entered into a contract of employment.
- (4) A SETA may only register a learnership agreement to which a group of employers is party if-
 - 10 (a) one of the employers is identified in the agreement as the lead employer;
 - (b) the lead employer and the learner have signed the agreement; and
 - (c) the lead employer undertakes -
 - (i) to ensure compliance with the employer's duties in terms of the agreement; and
 - 15 (ii) to ensure the implementation of the agreement at the workplace of the other employer parties to the agreement.
- (5) A SETA may only register a learnership agreement to which a group of training providers is party if-
 - 20 (a) one of the training providers is identified in the agreement as the lead training provider;
 - (b) the lead training provider is accredited for the qualification associated with the learnership as contemplated in section 17(1)(c) of the Act;
 - (c) the lead training provider undertakes -
 - 25 (i) to ensure compliance with the training provider's duties in terms of the agreement;

(ii) to ensure the proper assessment of the learner in accordance with the requirements of the relevant SETA; and

(iii) to undertake the quality assurance of training and assessment at the sites of the training provider parties to the agreement.

5 (6) The SETA must -

(a) within 21 working days of receiving the learnership agreement, decide whether or not to register the learnership agreement;

(b) if it decides to register the learnership agreement, within 7 working days of its decision -

10 (i) record the name, the date of registration and the registration number of the learnership agreement; and

(ii) send a copy of the learnership agreement to each of the parties to the agreement at the addresses stated in the agreement.

15 (c) if it decides not to register the learnership agreement, within 7 working days of its decision notify the parties to the agreement accordingly in writing, providing reasons thereof.

(7) Unless the parties to the contract agree otherwise, a contract of employment concluded with a section 18(2) learner only comes into effect once the SETA has registered a learnership agreement in respect of the learner.

20 **Commencing education and training under learnerships**

6 The learner and training provider parties to a learnership agreement may not commence the education and training specified in the agreement until the SETA has registered the learnership agreement.

Altering terms of learnership agreements

- 7 (1) The parties to a learnership agreement registered with the relevant SETA may, by agreement and subject to the SETA's approval, alter the terms of the said agreement.
- 5 (2) A SETA may only register an alteration referred to in subregulation (1), if a copy of the learnership agreement, together with the alterations to the said agreement, signed by all the parties thereto, is submitted to the SETA.

Substituting parties to learnership agreements

- 8 (1) A SETA may approve the substitution of the employer or the training provider
10 party to a learnership agreement in terms of section 17(5) of the Act if a written application, accompanied by an agreement setting out the terms of the substitution and signed by all the parties to the learnership agreement, is submitted to the SETA.

Terminating learnership agreements

- 15 9 (1) A SETA may approve the termination of a learnership agreement in terms of section 17(4)(b) of the Act if-
- (a) the employer and learner have agreed in writing to terminate the agreement;
- (b) the employer or the learner has requested, on good cause, to terminate
20 the agreement and the other parties to the learnership agreement have had the opportunity to make representations as to why the agreement should not be terminated;
- (c) the learner has terminated the contract of employment with the employer; or
- 25 (d) the training provider has requested on good cause to terminate the agreement and-

- (i) the other parties to the agreement have had the opportunity to make representations; and
 - (ii) the SETA and the employer have been unable to arrange for a new training provider party to be substituted for the old training provider party in accordance with regulation 7(1).
- 5 (2) An application to terminate a learnership agreement in terms of subregulation 1 must be submitted to the SETA in writing together with-
 - (a) a copy of the relevant learnership agreement;
 - (b) in the case of subregulation (1)(a), a written agreement signed by the employer and the learner setting out the reasons for the termination.

10

Decision making by SETAs

- 10 Unless indicated otherwise in these Regulations, a SETA must make any decision required in terms of these Regulations within 30 working days of receiving the relevant documents.

15 Record keeping by SETAs

- 11 (1) Every SETA must keep an updated record of-
- (a) all learnership agreements registered by the SETA, including the title and registration number of the learnerships;
 - (b) all grants paid by the SETA in respect of learnerships;
 - 20 (c) all alterations to the terms of learnership agreements referred to in regulation 7;
 - (d) all substitutions of parties to learnership agreements in terms of regulation 8;
 - 25 (e) all learnership agreements successfully concluded, including the title and number of the learnerships;

(f) all learnership agreements that the SETA did not register and the reasons for not registering the agreements; and

(g) all learnership agreements terminated in terms of regulation 10, including the reasons for termination.

5 (2) Records referred to in subregulation (1) may be kept in any form, provided that at least one set of the records is kept in hard copy.

Employer agreements with ESDAs

12 (1) An employer may conclude an agreement with an ESDA in terms of which the ESDA assumes responsibility for exercising some or all of the employer's
10 rights or performing some or all of the employer's duties-

(a) in terms of a learnership agreement with a section 18(1) learner;

(b) in terms of a contract of employment or a learnership agreement with a section 18(2) learner.

15 (2) An employer may conclude an agreement contemplated in subregulation (1) only with an ESDA registered by the Director-General in terms of these regulations.

(3) An agreement contemplated in subregulation (1)-

(a) may apply to one or more contracts of employment or learnership agreements;

20 (b) may apply to a contract of employment or learnership agreement-

(i) that has already been concluded only once the contract of employment or learnership agreement has been amended in writing and signed by the parties to the contract or agreement;

(ii) to be concluded at a future date;

25 (c) may not vary or transfer any rights or duties in terms of the contract of employment of a section 18(1) learner;

(d) may not vary or transfer any rights or duties in terms of any statute, other than the Act, except to the extent permitted by such statute.²

(4) If an agreement contemplated in subregulation (1) is concluded in respect of -

5 (a) a section 18(1) learner, the ESDA may only exercise those rights and assume responsibility for those duties which are specifically identified in the learnership agreement as being transferred to the ESDA;

10 (b) a section 18(2) learner, the ESDA is responsible for exercising the rights and performing the duties of the employer except those which are specifically identified in the learnership agreement or contract of employment as remaining within the responsibility of the employer.

(5) An agreement contemplated in subregulation (1) must comply with the minimum terms and conditions contained in Annexure C.

Applications for registration of ESDA

13 15 An application for registration of an ESDA must be submitted to the Director-General in the form set out in Annexure D.

Requirements for registration of ESDAs

14 (1) The Director-General may register an ESDA if the Director-General is satisfied that the applicant-

20 (a) has the necessary infrastructure, resources and systems to provide quality services to learners and employers;

(b) will comply with all statutory requirements relevant to its operations;

(c) has effective financial management policies and procedures;

(d) has effective administrative and records management policies and procedures;

² NOTE:.. For example, the employer remains responsible under the Occupational Health and Safety Act 85 of 1993 for ensuring the health and safety at work of learners working under the employer's direction or supervision.

- (e) has structures and processes for decision-making, accountability and control that will ensure good governance;
 - (f) has the necessary skills to provide effective services as an ESDA;
 - (g) will maintain a high standard of ethical conduct in providing services as an ESDA; and
 - (h) will comply with any other reasonable requirements determined by the Director-General.
- (2) The Director-General may require an applicant to submit further information, particulars or documentation in support of any application for registration, within the time-period stipulated by the Director-General.

Registration of ESDAs

- (1) If the Director-General decides to register an ESDA, the Director-General must-
- (a) enter the applicant's name in the register of ESDAs; and
 - (b) issue a certificate of registration to the ESDA stating the terms of registration.
- (2) The certificate of registration of an ESDA must be substantially in the form of Annexure E.
- (3) If the Director-General decides not to register an ESDA, the Director-General must advise the applicant in writing of the decision and provide the applicant with written reasons for the decision.

Conditions for registration of ESDAs

- The Director-General may impose any reasonable conditions on the registration of an ESDA and may on reasonable grounds, amend or cancel any condition imposed or impose new conditions.

Deregistration of ESDAs

- 17 (1) The Director-General may, on reasonable grounds, deregister an ESDA after-
- (a) notifying the ESDA in writing of the intention to cancel its registration and the reasons thereof;
 - 5 (b) giving the ESDA 30 days from the date of notice to make representations on why it should not be deregistered; and
 - (c) considering any representations received in reaching a decision.
- (2) If the Director-General deregisters an ESDA, the Director-General must –
- (a) notify the ESDA of the decision in writing and provide reasons for the
10 decision; and
 - (b) remove the ESDA's name from the register of ESDAs.
- (3) An ESDA which has been deregistered as contemplated in subsection (1) must return its certificate of registration to the Director-General within 30 days of receiving notice of deregistration.
- 15 (4) In the event that an ESDA responsible for exercising the rights or performing the obligations of an employer in terms of any learnership agreement or contract of employment is deregistered or ceases to exist or operate for any reason, the responsibility for exercising or performing the rights and duties transferred to the ESDA in terms of an agreement contemplated by regulation
20 12 revert to the employer, unless the employer has concluded an agreement contemplated by regulation 12(1) with another ESDA.

Referral of disputes

- 18 (1) A party referring a dispute in terms of section 19(2) of the Act must submit a completed Form 7.11 published in terms of the Labour Relations Act 66 of
25 1995 to the Commission for Conciliation, Mediation and Arbitration.

- (2) The relevant provisions of Parts C and D of Chapter VII of the Labour Relations Act 66 of 1995, read with the changes required by the context, apply in respect of a dispute in terms of section 19 of the Act.
- 5 (3) A learner referring a dispute contemplated by section 19(1) of the Act to the Commission for Conciliation, Mediation and Arbitration in terms of section 19(2) of the Act complies with section 19(3) of the Act if -
- 10 (a) in respect of a learnership agreement or a contract of employment in respect of which any of the employer's rights or duties are exercised or performed by an ESDA, a copy of the referral is served on either the employer or the ESDA;
- (b) in respect of a learnership agreement to which a group of employers are a party, a copy of the referral is served on the lead employer.

Short title

19 These regulations are to be known as the Learnership Regulations, 2007.

15 **Repeal of regulations**

20 The Learnership Regulations, 2001 published in General Notice No 330 in Government Gazette 22197 of 3 April 2001 are hereby repealed as a whole.

Annexure A**APPLICATION TO REGISTER A LEARNERSHIP****Documents to accompany this application form:**

- The relevant SAQA qualification document downloaded from the SAQA website.
- If the applying SETA is not the accredited ETQA for the qualification associated with the learnership, proof of adequate arrangements with the relevant ETQA must be attached.

Learnership registration number : _____
Learnership registration date: _____
Learnership review date: _____
SETA responsible for learnership: _____
ETQA accredited for qualification associated with the learnership: _____

(For official use only)

1. SETA information

1.1 Name of SETA: _____

1.2 Name of Chamber (if applicable): _____

1.3 Details of SETA official responsible for preparing the application

1.3.1 Name: _____

1.3.2 Telephone number: _____

1.4 SETA's telephone number: _____

1.5 SETA's fax number: _____

1.6 SETA's postal address: _____

1.7 SETA's e mail address: _____

2. Qualification information

2.1 Title of qualification associated with the learnership: _____

2.2 SAQA qualification ID number: _____

2.3 NQF level: _____

2.4 Expiry date of the qualification: _____

2.5 Minimum number of credits of the qualification: _____

2.6 Entry level requirements for the qualification: _____

2.7 Name of ETQA accredited for the qualification: _____

3. Learnership information

3.1 Is this an application to register a new learnership or to replace an existing learnership?

(tick relevant box)

3.1.1 ☐ new learnership

3.1.2 ☐ learnership to replace an existing learnership

3.2 If replacing an existing learnership, indicate the following:

3.2.1 Name of existing learnership: _____

3.2.2 Number of existing learnership: _____

3.3 Learnership title: _____

3.4 Review date of the learnership: _____

3.5 Number of credits to be earned through the learnership: _____

3.6 Related occupation (as per Organising Framework for Occupations – OFO):

3.7 Occupation code (as per Organising Framework for Occupations – OFO):

4. Learnership identification**4.1 How was the need for this learnership identified?**

(tick the relevant box or boxes)

- ☐ SETA sector skills plan
- ☐ Skills plans from "adjacent" SETAs
- ☐ SETA commissioned research
- ☐ Workplace skills plans
- ☐ Scarce skills list
- ☐ Generally available research (specify):

Other (specify):**4.2 What needs will the learnership address?**

4.3 What is the specific purpose of the learnership?

5 Learnership outline in case of unit standards based qualification

Occupation name				Occupation number				
Learnership title				Credit value of this learnership				
Qualification title				Qualification registration number				
Qualification expiry date		NQF registration level		Credit value of qualification				
ETQA accredited for qualification								
Purpose of the learnership								
Entry level requirements for the learnership								
Unit Standard Title	US number	NQF Level	Credit value	Specific Outcomes for each Unit Standard	Percentage of learning at:		Specified Practical Workplace Experience Activities	Notional Hours
					Training Provider	Work Place		
Fundamental Unit Standards								
				•			•	
				•			•	
				•			•	
TOTAL				TOTAL				TOTAL
Core Unit Standards								
				•			•	
				•			•	
				•			•	
TOTAL				TOTAL				TOTAL
Elective Unit Standards								
				•			•	
				•			•	
				•			•	
				•			•	

6 Learnership outline in case of non- unit standards based qualification

Occupation name			Occupation number	
Learnership title			Credit value of this learnership	
Qualification title			Qualification registration number	
Qualification expiry date		NQF registration level		Credit value of qualification
ETQA accredited for qualification				
Purpose of the learnership				
Entry level requirements for the learnership				

Exit level outcomes	Specific theoretical learning outcomes	Notional Learning Hours	Percentage of learning at:		Specified Practical Workplace Experience Activities	Notional Learning Hours
			Training Provider	Work Place		
Year 1						
			TOTAL			
Year 2						
			TOTAL			
Year 3						

Annexure A
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		TOTAL				

7. Declaration by SETA

We declare that this application is a true and accurate reflection of the learnership, the qualification associated with the learnership and the rationale for the learnership.

Signed on this _____ day of _____ 20_____

at _____

SETA Executive Officer:

Name

Signature

ETQA Manager:

Name

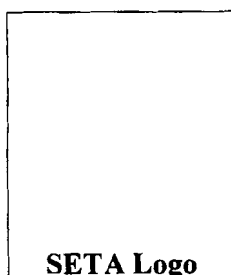
Signature

Learnership Manager:

Name

Signature

Annexure B

**LEARNERSHIP AGREEMENT****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 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 learnership;
- 2.1.2 be educated and trained under the learnership;
- 2.1.3 access to the required resources for the achievement of the specified outcomes for the structured learning component as well as the specified practical workplace experience activities of the learnership;
- 2.1.4 be assessed and have access to the assessment results for the structured learning component as well as the specified practical workplace experience activities of the learnership;
- 2.1.5 receive a written statement of results within 21 working days of the final assessment required in this learnership agreement;
- 2.1.6 if successful, be awarded a certificate of achievement for the qualification associated with the learnership within 45 working days of the learner's final assessment;
- 2.1.7 in the case of a section 18(2) learner, receive the agreed learnership allowance for the duration of the learnership;
- 2.1.8 raise grievances in writing with the SETA or the ETQA accredited for the qualification associated with the learnership concerning any shortcomings in the quality of the education and training under the learnership.

2.2 Duties of the Learner

The learner must:

- 2.2.1 carry out all occupationally related work for the employer required for the practical workplace experience activities specified in the learnership;
- 2.2.2 comply with the employer's workplace policies and procedures;
- 2.2.3 be available for, and participate in, all structured learning and practical workplace experience activities required by the learnership;
- 2.2.4 attend all theoretical learning sessions and practical learning activities with the training provider;
- 2.2.5 complete timesheets and projects and participate in any assessment activities that are required for the final assessment at the end of the learnership; and
- 2.2.6 undertake all learning relating to the learnership conscientiously.

2.3 Rights of the Employer

The employer has the right to require the learner to:

- 2.3.1 perform 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 Skills Development Act and 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.

- 2.4.2 provide the facilities and resources required for the specified practical workplace experience activities of the learnership;
- 2.4.3 provide the learner with supervision, mentoring and coaching at work;
- 2.4.4 provide the learner with appropriate education and training to competently perform the specified workplace experience activities required by the learnership;
- 2.4.5 release the learner during normal working hours to attend off-the-job structured learning required by the learnership;
- 2.4.6 conduct on-the-job assessment for the specified workplace experience activities, or cause it to be conducted;
- 2.4.7 keep up to date records of workplace learning and periodically discuss progress with the learner and the training provider;
- 2.4.8 if the learner was not in the employment of the employer at the time of concluding this Agreement-
 - enter into a contract of employment with the learner for the duration of the learnership;
 - advise the learner of the terms and conditions of his or her employment, including the learner allowance; and
 - advise the learner of the employer's workplace policies and procedures.
- 2.4.9 pay the learner the agreed learner allowance for the duration of the learnership;
- 2.4.10 apply the same disciplinary, grievance and dispute resolution procedures to the learner as to any other employee;
- 2.4.11 submit the signed learnership agreement to the SETA for registration.
- 2.4.12 submit records as required by ETQA body.

2.5 Rights of the Training provider

The training provider has the right to access the learner's portfolio of evidence and workplace learning related assessments.

2.6 Duties of the Training provider

The training provider must:

- 2.6.1 provide the structured learning specified in the learnership;

- 2.6.2 provide the learner support as required by the learnership;
- 2.6.3 record, monitor and retain details of the education and training provided to the learner in terms of the learnership and periodically discuss progress with the learner and the employer;
- 2.6.4 conduct off-the-job assessments for the structured learning component specified in the learnership, or cause it to be conducted;
- 2.6.5 ensure that the assessment against the outcomes of the qualification associated with the learnership is conducted at the end of the learnership; and
- 2.6.6 issue a written statement of results in respect of the learner's final assessment for the qualification associated with the learnership within 21 working days of the assessment, to the learner, the SETA and the ETQA accredited for the qualification.

3 Suspension of this agreement

- 3.1 A SETA may approve the suspension of this agreement if-
 - 3.1.1 the employer and the learner have agreed in writing to suspend the agreement; or
 - 3.1.2 the employer or the learner has requested, on good course, to suspend the agreement and the other parties to the learnership agreement have had opportunity to make presentations as to why the learnership should not be suspended.
- 3.2 An application to suspend a learnership agreement must be submitted to the SETA in writing together with-
 - 3.1.1 a written agreement signed by the employer and the learner setting out the reasons for the suspension; and
 - 3.1.2 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.
- 3.3 All parties to a suspended learnership agreement must take appropriate steps to reactivate the learnership programme on expiry of the suspension period.

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 has successfully completed the final assessment and fulfilled all requirements associated with the specified workplace experience activities of 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 SETA approves the termination of the Agreement in terms of the Learnership Regulations, 2007.

5 Disputes

- 5.1 If there is a dispute concerning any of the following matters, it may be referred to the Commission for Conciliation, Mediation and Arbitration (CCMA):
 - 5.1.1 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;
 - 5.1.2 Chapter 4 of the Act;
 - 5.1.3 the termination of this Agreement or, in the case of a section 18(1) learner, the learner's contract of employment.
- 5.2 If there is a dispute regarding the quality of education and training provided by the training provider or regarding the quality of the learner's learning performance, it may be referred to the ETQA accredited for the learnership qualification for resolution in accordance with the applicable policies and procedures of the ETQA.

PART B: DETAILS OF THE LEARNERSHIP AND THE PARTIES TO THIS AGREEMENT**Please take note of the following:**

- If the learner is not already in the employ of the employer, the learner and employer must conclude a contract of employment.
- If the learner is a minor then the learner's parent or guardian must be a party to this Agreement and must complete section 3. The parent or guardian ceases to be a party to this Agreement once the learner ceases to be a minor.
- 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. 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 training providers are party to this Agreement, one of the providers must perform the function of lead training provider. The lead training provider must be accredited for the qualification and must complete section 5. Details of the other training providers must be attached on a separate sheet.
- A copy of the learning programme outline and implementation plan must be attached.
- If the employer has concluded an agreement with an ESDA in terms of which the ESDA is to perform some or all of the employer's obligations or exercise some or all of the employer's rights in terms of the learnership agreement, section 6 must be completed.

1 Learnership details

- 1.1 Name of learnership: _____
- 1.2 Department of Labour registration number of learnership: _____
- 1.3 Commencement date of learnership agreement: _____
- 1.4 Termination date of learnership agreement: _____

1.5 Occupation that this learnership is related to (as per the Organising Framework of Occupations (OFO): _____

1.6 Name of the qualification: _____

1.7 SAQA Qualification ID number: _____

2 Learner details

2.1 Full name: _____

2.2 Identity number: _____

2.3 Date of birth: _____

2.4 Sex: ☐ Male ☐ Female

2.5 Race: ☐ African ☐ Indian

☐ Coloured ☐ White

☐ Other (specify): _____

2.6 Do you have a disability, as contemplated by the Employment Equity Act 55 of 1998?³

☐ Yes (specify): _____

☐ No

2.7 Home address: _____

2.8 Telephone number: _____

³ 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.

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2.9 Postal address (if different from above): _____

2.10 E-mail address: _____

2.11 Are you a South African citizen?

☐

Yes

☐No (specify and attach documents indicating your status,
for example: permanent residence, study permit, etc):

2.12 Highest level qualification:

(Tick the relevant box)

NQF level / nomenclature		Other nomenclature		
8	<input type="checkbox"/>	Doctoral degrees, PhD	<input type="checkbox"/>	
7	<input type="checkbox"/>	Masters degrees	<input type="checkbox"/>	
6	<input type="checkbox"/>	4 year Degrees	<input type="checkbox"/>	
5	<input type="checkbox"/>	National diplomas and higher certificates	<input type="checkbox"/>	
4	Further Education & Training Certificate	<input type="checkbox"/>	Grade 12, matriculation exemption NTC 4	<input type="checkbox"/>
3	<input type="checkbox"/>	Grade 11, NTC 3	<input type="checkbox"/>	
2	<input type="checkbox"/>	Grade 10, NTC 2	<input type="checkbox"/>	
1	General Education & Training Certificate	<input type="checkbox"/>	Grade 9, School leaving certificate, NTC 1, ABET level 4	<input type="checkbox"/>

2.13 What is the title of your highest qualification? _____

2.14 Have you previously undertaken a learnership?

☐ Yes (specify title and code): _____ ☐ No

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

☐ Yes ☐ No

2.16 If you were unemployed before concluding this Agreement, state for how long:

2.17 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)

3.1 Full name: _____

3.2 Identity number: _____

3.3 Home address: _____

3.4 Postal address (if different from above): _____

3.5 Telephone number (home and work): _____

3.6 E-mail address: _____

4 Employer details

4.1 Legal name of employer: _____

4.2 Trading name (if different from above): _____

4.3 Are you liable for the skills development levy?

☐ Yes☐ No

If yes, what is your SDL number: _____

4.4 Name of SETA with which you are registered: _____

4.5 What is the Standard Industrial Classification (SIC) code that applies to your core business: _____

4.6 Are you acting as the Lead Employer?

☐ Yes☐ No4.7 Business address: _____

_____4.8 Postal address (if different from 4.7): _____

4.9 Name of contact person: _____

4.10 Telephone No: _____

4.11 Fax No: _____

4.12 E-mail address: _____

5 Training Provider details

5.1 Legal name of Training Provider: _____

5.2 Trading name (if different from above): _____

5.3 Are you acting as the Lead Training Provider?

☐ Yes☐ No

5.4 Are you liable for the skills development levy?

☐

Yes

☐

No

If yes, what is your SDL number: _____

5.5 What is the Standard Industrial Classification (SIC) code that applies to your core business: _____

5.6 Name of ETQA that has accredited your institution: _____

5.7 Accreditation number and review date: _____

5.8 Business address: _____

5.9 Postal address (if different from 5.8): _____

5.10 Name of contact person: _____

5.11 Telephone number: _____

5.12 Fax number : _____

5.13 E-mail address: _____

6 ESDA details (if applicable)

6.1 Legal name of ESDA: _____

6.2 Trading name (if different from above): _____

6.3 Registration number: _____

6.4 Business address: _____

6.5 Postal address (if different from 6.4): _____

6.6 Name of contact person: _____

6.7 Telephone number: _____

6.8 Fax number : _____

6.9 E-mail address: _____

6.10 If the learner is a section 18(1) learner, list below the rights and duties of the employer in terms of the learnership agreement, if any, that are to be exercised by the ESDA as agreed by the employer and the ESDA:⁴

6.11 If the learner is a section 18(2) learner, specify below the rights and duties of the employer in terms of the contract of employment or the learnership agreement, if any, that will be within the responsibility of the employer⁵:

⁴ If the required information is set out clearly in the agreement concluded between the employer and the ESDA, reference can be made to the relevant provisions in the agreement.

⁵ If the required information is set out clearly in the agreement concluded between the employer and the ESDA, reference can be made to the relevant provision in the agreement.

6.12 Attach a copy of the agreement between the employer and the ESDA.

7 Terms and conditions of employment

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

☐

Yes (specify):

☐

No

7.2 Attach a copy of a document reflecting the learner's conditions of employment (for example: contract of employment, written particulars of employment).

8 Signatories

Learner's signature:

Date: _____

Witness signature:

Date: _____

Parent or Guardian's signature

(Only if the learner is a minor)

Date: _____

Witness signature:

Date: _____

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Employer or Lead Employer's signature

Date: _____

Witness signature:

Date: _____

**Training Provider or Lead Training
Provider's signature**

Date: _____

Witness signature:

Date: _____

Official use only

Learnership Agreement Number: _____

Registration date of the Agreement: _____

Signature of SETA Official (Learnership
Manager): _____

**TO BE COMPLETED BY EACH TRAINING PROVIDER IF A GROUP OF
TRAINING PROVIDERS IS PARTY TO THE AGREEMENT****Training Provider 1**

Legal name of training provider: _____

Name of ETQA that has accredited your institution: _____

Accreditation number and review date: _____

Name of contact person: _____

Telephone number: _____

Fax number: _____

E-mail address: _____

Signature: _____

Date: _____

Training Provider 2

Legal name of training provider: _____

Legal name of training provider: _____

Accreditation number and review date: _____

Name of contact person: _____

Telephone number: _____

Fax number: _____

E-mail address: _____

Signature: _____

Date: _____

**TO BE COMPLETED BY EACH EMPLOYER IF A GROUP OF EMPLOYERS IS PARTY
TO THE AGREEMENT****Employer 1**

Legal name of employer: _____

Name of contact person: _____

Telephone number: _____

Fax number: _____

E-mail address: _____

Signature: _____

Date: _____

Employer 2

Legal name of employer: _____

Name of contact person: _____

Telephone number: _____

Fax number: _____

E-mail address: _____

Date: _____

Annexure C**AGREEMENT BETWEEN EMPLOYER AND ESDA****MINIMUM TERMS AND CONDITIONS OF A REGULATION 12 AGREEMENT**

An agreement between an employer and an ESDA as contemplated in Regulation 12 must contain:

1. A sufficient description of the parties, including legal names, trading names, relevant registration details, addresses, responsible persons and their contact details.
2. The scope of the agreement
 - (1) If the agreement covers contracts of employment or learnership agreements that have already been concluded, the agreement must –
 - (a) identify the relevant contracts of employment or learnership agreements to which the agreement applies;
 - (b) contain an acknowledgement that the agreement will apply to these contracts of employment or learnership agreements only once they have been amended in writing and signed by the parties to the contracts of employment or learnership agreements.
 - (2) If the agreement covers contracts of employment or learnership agreements to be concluded at a future date, the agreement must identify the future contracts of employment or learnership agreements to which the agreement will apply with as much clarity as is possible.
3. The rights and duties of the ESDA under the agreement in respect of learners, including
 - (1) in respect of section 18(1) learners, the rights and duties of the employer under the learnership agreement that have been transferred to the ESDA;
 - (2) in respect of section 18(2) learners, the parties' agreement that the ESDA will exercise the rights and perform the duties of the employer in terms of the learnership agreement or contract of employment except those rights or duties specifically identified in the learnership agreement or contract of employment as falling within the responsibility of the employer;
 - (3) the commitment by the ESDA to exercise such rights and duties in accordance with any applicable law or regulation.

4. The rights and duties of the employer under the agreement.
5. A warranty by the ESDA-
 - (a) regarding the standard of services to be provided under the agreement;
 - (b) that it has the capacity and resources to comply with any duties it assumes in terms of contracts of employment, learnership agreements and applicable legislation.
6. The duration of the agreement.
7. Provision for amending the agreement.
8. Provision for terminating the agreement.
9. Provision for the expedited arbitration of any dispute regarding the interpretation or application of the agreement.

Annexure D**APPLICATION TO REGISTER AN ESDA**

Place:

Date:

(IN TRIPLICATE)

The Director-General

Department of Labour

Private Bag

1. Details of Applicant

- 1.1. Legal name of applicant: _____
- 1.2. Trading name (if different from above): _____
- 1.3. Type of legal entity: _____
- 1.4. Registration number: _____
- 1.5. Business address: _____

- 1.6. Postal address (if different from above): _____

- 1.7. Name of responsible person: _____
- 1.8. Telephone number: _____
- 1.9. Fax number: _____
- 1.10. E-mail address: _____

2. Identification of employment and skills development services to be provided

- 2.1. Provide details of the industries/sectors and geographic regions in which you intend providing employment and skills development services:

- 2.2. Identify the learnerships in respect of which you intend offering employment and skills development services:

- 2.3. Provide details of any needs analysis conducted to determine expected demand for your services:

3. Documents to be attached to application

- 3.1. Certified copy of entity registration documents;
- 3.2. Proof of compliance with relevant statutory requirements;
- 3.3. Copies of financial management policies and procedures;
- 3.4. Copies of administrative and records management policies and procedures;
- 3.5. A description of the governance structures of the organisation;
- 3.6. Proof of skills of personnel;

3.7. Proof of financial capacity;

3.8. A needs analysis and expected demand report.

Signed on this _____ day of _____ 20_____

at _____

Authorised official: _____
Name Signature

Annexure E**CERTIFICATE OF REGISTRATION OF ESDA**

This is to certify that Director-General: Labour has registered

[Name of ESDA].....

.....

Registration No:.....

of [Business address of ESDA]

.....

.....

.....

as an Employment and Skills Development Agency (“ESDA”) in terms of regulation 15 of the Learnership Regulations, 2007 subject to the following terms and conditions:

.....

.....

.....

.....

.....

Director-General: Labour

Date: 20