



higher education  
& training  
Department:  
Higher Education and Training  
REPUBLIC OF SOUTH AFRICA

# Learnership & Workplace Based Learning Programme Agreement

This Agreement is entered between

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*(The Organisation/Employer/TVET)*

represented by

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

and

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*(The Learner)*

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*(Learnership/Programme Title)*

**Take note of the below important pages:**

*Page 3: Document submission (compulsory and non-compulsory information)*  
*Page 4: Definition of socio-economic status (employed and unemployed status)*  
*Page 15: Declaration of employment status*

# Learnership & Workplace Based Learning Programme Agreement

Agreement Type (Tick the relevant intervention)

Programme Type	
<b>Learnership</b>	
<b>Internship for N Diploma (TVET)</b>	
<b>Internship Category A</b> Internship required for achievement of higher education qualification	
<b>Internship Category B</b> Internship required for professional qualification	
<b>Graduate Internship</b> Internship commencing upon completion of a post-school qualification to gain experience	
<b>Student Internship</b> Vacation work / temporary assignment whilst student is enrolled for a qualification	

For Learnership, refer to page 3.



Learner	Employer	Training Provider	Witness
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## Process for Registering Learners on Learning programme agreements<sup>1</sup> for registered Learnerships

**ALL parties to the agreement must initial each page, including witnesses.** If the agreement is being signed for the practical component only, then the employer and the training provider are the same organization. A hard copy can be delivered to Fasset at

First Floor, 296 Kent Avenue, Randburg, 2194.

OR

Scanned and e-mailed to: [learnership.agreements@fasset.org.za](mailto:learnership.agreements@fasset.org.za)

**Please ensure and verify that the following supporting documents are attached to each individual Learning programme agreement:**

	Document	Compulsory	Not compulsory
1.	A signed and dated copy of employment contract with valid employment dates.	x	
2.	Proof of learner registration with the relevant professional body e.g. CIMA, SAIPA etc. for professional body registration	x	
3.	Proof that the employer is accredited by the relevant professional body (copy of letter/certificate) for professional body registration	x	
4.	Proof that the tuition / training provider is accredited by the relevant professional body or SETA, if applicable (copy of letter/certificate).	x	
5.	Proof that the workplace provider is accredited by the relevant professional body or SETA (copy of letter/certificate) for cross-sectoral learnership	x	
6.	A copy of the learners' identity document (please ensure copy is clear and legible).	x	
7.	Copies of highest qualifications		x
8.	For Previously Unemployed learners, please attach affidavit as proof of previous unemployment confirmation.	x	
9.	Learnership and Workplace Based Learning agreement <b>MUST</b> be submitted within <b>30 working days</b> of all-party signatures	x	

**The Learning programme agreement will be rejected if the documents stipulated above are not provided. A resubmission will be required to enable learner registration.**

Fasset will provide the employer with an official confirmation letter as proof that the learning programme agreement has been registered, which will include:

- Seta name and code
- Addressed to the employer organisation with the levy number
- DHET learnership Code and learnership Title
- Full names of learner
- Learner ID number
- Learning programme agreement classification i.e. Employed or Unemployed
- Date of commencement and completion of the learnership

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



Learner	Employer	Training Provider	Witness
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**Part A****NB: Employment status confirmation**

**As required by Work Based Learning Programme Regulations published in Government Gazette No 42037 on 16 November 2018, employers are required to declare a learner's employment status.**

**As per section 20 (i) and (j), the definition of employed and unemployed have been defined as below;**

- (i) section 18(1) learner' means a learner who was in the employment of the employer party to the learning programme agreement when the agreement was concluded;**
- (j) 'section 18(2) learner' means a learner who was not in the employment of the employer party to the learning programme agreement when the agreement was concluded;**



Learner	Employer	Training Provider	Witness
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## Part B

### Terms and Conditions of Agreement

#### Workplace Based Learning Programme

##### 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 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 work -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
- Raise grievances in writing with the SETA concerning any shortcomings in the quality of the education and training g 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.



Learner	Employer	Training Provider	Witness
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## 2.3 Rights of the employer

The employer has the right to require the learner to:

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

## 2.4 Duties of the employer

The employer must:

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

- 2.4.1.1 Basic Conditions of Employment Act .1997(Act 75 of 1997);
- 2.4.1.2 Labour Relations Act, 1995 (Act 66 of 1995);
- 2.4.1.3 Employment Equity Act, 1998 (Act 55 of 1998);
- 2.4.1.4 Occupational Health and Safety Act, 1993 (Act 85 of 1993) or Mine Health and Safety Act, 1996 (Act 27 of 1996);
- 2.4.1.5 Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993); and
- 2.4.1.6 Unemployment Insurance Act, 1996 (Act 30 of 1996);

2.4.2 provide the facilities and resources required for the work experience components of the workplace-based learning programme;

2.4.3 provide the learner with supervision and mentoring at work;

2.4.4 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; and
- 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.



Learner	Employer	Training Provider	Witness
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## 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 workplace-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 periodically discuss and record progress with the learner and the employer;

2.6.4 conduct internal assessments of 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 The workplace-based learning programme 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-based learning programme.

3.2 The workplace-based learning programme 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 approved the termination of the agreement in terms of the SETA Workplace-based Learning Programme Regulations.

## 4. CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

### 4.1. 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 consent form sets out how personal information will be collected, used and protected by Fasset, as required by POPI. The use of the words "the individual" for the purposes of this document shall be a reference to any individual communicating with Fasset and/or concluding any agreement, registration or application, with the inclusion of everyone referred to or included in terms of such agreement, registration or application.

### 4.2 What is personal information?



Learner	Employer	Training Provider	Witness
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The personal information that Fasset 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.

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

Fasset 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 financial and other benefits;
- compiling statistics and other research reports;
- providing personalised communications;
- complying with the law; and/or
- for a purpose that is ancillary to the above.

Fasset will not process personal information for a purpose other than those which are identified above without obtaining consent to further processing beforehand.

#### 4.4 What is 'processing'?

POPI provides that the term "processing" covers any operation or activity, whether or not by automatic means, concerning personal information, including collection, receipt, recording, organisation, collation, storage, retrieval, alteration, consultation or use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as restriction, erasure or destruction of information.

#### 4.5 How will Fasset process personal information?

Fasset 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, relative, employer, work colleague 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.

#### 4.6 To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (trans-border flow of information) 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 Fasset'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.

#### 4.7 Consent and Permission to process personal information:



Learner	Employer	Training Provider	Witness
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- I hereby provide authorisation to Fasset to process the personal information provided for the purpose stated.
- I understand that withholding of or failure to disclose personal information will result in Fasset being unable to perform its functions and/or any services or benefits I may require from Fasset.
- Where I shared personal information of individuals other than myself with Fasset I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in accordance with this consent provided and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold Fasset harmless in respect of any claims by any other person on whose behalf I have consented, against Fasset should they claim that I was not so authorised.
- I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold Fasset responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

**Learner’s signature:**.....

Date: .....

Witness signature:.....

Date: .....

**(Learning programme agreement to be submitted to Fasset within 30 days of signing)**

**Parent or Guardian’s signature:** .....  
(Only if the learner is a minor)

Date: .....

Witness signature:.....

Date: .....

**(Learning programme agreement to be submitted to Fasset within 30 days of signing this agreement)**

**Employer or Lead Employer’s signature** .....

Date: .....

Witness signature:.....

Date: .....

**(Learning programme agreement to be submitted to Fasset within 30 days of signing this agreement)**

**Training Provider or Lead Training Provider’s signature** .....

Date: .....

Witness signature:.....

Date: .....



Learner	Employer	Training Provider	Witness
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**(Learning programme agreement to be submitted to Fasset within 30 days of signing this agreement)**

**4.8 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 Fasset 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 Fasset agrees to same in writing. Fasset 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 [popi@fasset.org.za](mailto:popi@fasset.org.za).
- Where personal information has changed in any respect, the individual is encouraged to notify Fasset so that our records may be updated. Fasset will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that Fasset may have in its possession and is entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
  - the information comes under legal privilege in the course of litigation,
  - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
  - giving access may cause a third party to refuse to provide similar information to Fasset,
  - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
  - the information as it is disclosed may result in the disclosure of another person's information,
  - the information contains an opinion about another person and that person has not consented, and/or
  - the disclosure is prohibited by law.

**4.9 Requesting access and lodging of complaints:**

- Please submit any requests for access to personal information in writing to Fasset's information officer at [popi@fasset.org.za](mailto:popi@fasset.org.za).
- With any request for access to personal information, Fasset will require the individual to provide personal information in order to verify identification and therefore the right to access the information.
- There may be a reasonable charge for providing copies of the information requested.
- If any request has not been addressed to satisfaction a complaint may be lodged at the office of the Information Regulator.



Learner	Employer	Training Provider	Witness
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## Part C

### Details of the Learning Programme and the Parties to this Agreement

Please note the following:

- If the learner is not already in the employ of the employer, the learner and employer must conclude a contract of employment.
- If the learner is an unmarried person under 18 years then the learner's parent or guardian must be a party to this Agreement and must complete section 3. The parent or guardian ceases to be a party to this Agreement once the learner turns 18.
- If a group of employers are party to this Agreement, one of the employers must perform the function of a lead employer. The lead employer must complete section 4 and details of the other employers must be attached on a separate sheet.
- If the employer and the accredited training provider are the same entity, the employer must complete sections 4 and 5.
- If a group of accredited training providers are party to this Agreement, one of the providers must perform the function of lead training provider. The lead training provider must complete section 5 and details of the other accredited training providers must be attached on a separate sheet.



Learner	Employer	Training Provider	Witness
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## Part D

### 1. Learning programme details

Please complete the details of the Learnership if it is a non-Fasset registered Learnership OR select the Fasset registered Learnership (X):

#### Non-Fasset Learnerships

X	No	Title	NQF Level	Learnership Code	Qualification SAQA ID
	1				
SETA responsible for Learnership:			Quality Assurance Body responsible for qualification:		

#### Fasset registered Learnerships

X	No	Title	NQF Level	Learnership Code	NLRD No	Professional Body
	1	Chartered Certified Accountant	8	01/Q010005/00/780/7	63550	Association of Chartered Certified Accountants (ACCA )
	2	Certificate: Certified Accounting Technician	5	01/Q010013/00/390/5	20397	011 459 1912 infoza@accaglobal.com educationsa@accaglobal.com
	3	Post-graduate professional qualification: Professional Accountant in Business	7	01/Q010007/00/480/7	20392	South African Institute of Professional Accountants (SAIPA) Christal Boards Tel: 011 207 7840 cboards@saipa.co.za
	4	Post-graduate Diploma: Professional Accountant in Practice	8	01/Q010008/00/480/7	20391	
	5	Professional Qualification: Chartered Management Accountant	7	01/Q010012/00/930/7	20400	Chartered Institute of Management Accountants (CIMA) 011 788 8723 Johannesburg@cimaglobal.com www.cimaglobal.com
	6	National Diploma: Management Accounting	6	01/Q010017/00/240/6	24406 LP67694	
	7	National Certificate: Business Accounting	5	01/Q010016/00/120/5	24418	
	8	National Certificate: Small Business Financial Management	4	01/Q010023/24/120/4	48736	Institute of Certified Bookkeepers (ICB)  Tel: 021 659 1300 Email: support@icb.org.za Mandisa Gumede/ Aqeela Dahl
	9	Certificate: Office Administration	5	01/Q010021/00/120/5	23618	
	10	Senior Office Administrator	5	01/Q010040/00/240/5	23619	
	11	National Diploma: Technical Financial Accounting	5	01/Q010022/28/251/5	36213	
	12	Certificate: Junior Bookkeeper	3	01/Q010027/26/120/3	58375	
	13	Senior Bookkeeper	4	01/Q010028/28/130/4	58376	
	14	National Certificate: Public Sector Accounting	4	01/Q010019/00/120/4	20352	
	15	Diploma: Public Sector Accounting	5	01/Q010020/00/240/5	20353	
	16	Certificate: Local Government Accounting	3	01/Q010026/00/120/3	59751	Accounting Technicians AT(SA) 011 621 6888 Phumzile Phathedi/Mbali Mncwabe info@accountingtechniciansouthafrica.co.za
	17	Further Education and Training Certificate: Accounting Technician	4	01/Q010038/00/120/4	77143	
	18	Advanced Certificate: Local Government Accounting	4	01/Q010037/00/120/4	73712	
	19	Certificate: Accounting Technician	3	01/Q010036/00/120/3	73710	
	20	Certificate: Accounting	5	01/Q010039/00/120/5	80189	
	21	FET Certificate Debt Recovery	4	01/Q010024/26/149/4	49021	Fasset Ms. Nomadlozi Buthelezi 011 476 8570 nomadlozi.buthelezi@fasset.org.za



Learner	Employer	Training Provider	Witness
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22	Certificate: General Internal Auditing	8	01/Q010025/00/120/7	20359	Institute of Internal Auditors (IIA) Nosheena Mansoor 011 450 1040 tina@iiasa.org.za
23	Chartered Accountant: Auditing	7	01/Q010001/00/480/7	48913	South African Institute of Chartered Accountants (SAICA) Local: 08610 SAICA (72422) International: 27 11 621 6600 saica@saica.co.za
25	CIS Professional Post – Graduate Qualification: Company Secretarial and Governance Practice	8	01/Q010030/00/120/7	60654	Vicky Heideman Chartered Secretaries - Southern Africa Tel: 011 551 4000 Email: vicky@chartsec.co.za
26	CIS Professional Qual. Management and Administration	6	01Q/010032/00/130/5	60653	
27	CIS Professional Advanced Qualification: Governance and Admin	7	01/Q010033/00/120/6	60655	
28	CIS Professional Qual. Governance and Admin	6	01/Q010034/00/120/5	60651	
29	Advanced Certificate: Forensic Practitioner	8	01/Q01003500/120/6	101868	Chantell Schoeman Association of Certified Fraud Examiners - SA Chapter Email: chantell@acfesa.co.za Tel: 012 346 1913
30	Higher Certificate: Office Administration	5	01/Q010043/00/120/5	90510	Ismail Sadek Tel: +27 (0)11 718 4000 Fax: +27 (0)11 482 1814/1821 Mobile: +27 82 853 8223 Email: Ismail@Milpark.ac.za
31	Occupational Certificate: Tax Professional	8	01/Q010048/00/400/8	93624	Caretha Laubscher South African Institute of Tax Professionals Tel: 086 177 7274 Fax: 086 626 0650 Email: claubscher@thesait.org.za
32	Occupational Certificate: Tax Technician	6	01/Q010057/99/399/6	94098	
33	Occupational Certificate: Financial Markets Practitioner	7	01/Q010044/00/120/7	93603	Natasha Turton South African Institute of Stockbrokers - SAIS Tel: (011) 853 8700 e-mail: natasha@sais.co.za Web: www.sais.co.za

2. Learner Details										
2.1a	Surname:									
2.1b	First names:									
2.2	Identity number:									
Only the following identification numbers will be accepted:										
<ul style="list-style-type: none"> <li>- SA national ID</li> <li>- Foreign national ID</li> <li>- Passport number</li> </ul>										
2.3	Date of birth:	D	D	M	M	Y	Y	Y	Y	
2.4a	Are you a South African citizen?	Yes		No						
2.4b	If No, specify citizenship and attach documents indicating your status, i.e.: permanent residence, study permit, etc.):									
2.5	Gender:	Male		Female						
2.6	Race:	Black: African	Black: Indian	Black: Coloured	White	Other (specify):				
2.7a	Do you have a disability, as contemplated by the Employment Equity Act 55 of 1998? <sup>2</sup> Please indicate your status in the table below for each type of disability:									
	YES			NO						
PROOF OF DISABILITY TO BE ATTACHED										
2.8	Home address:									
	Postal code:									
2.9	Postal address (if different to above):									
	Postal code:									
2.10	E-mail address:									
2.11	Home telephone number:	(       )								
2.12	Cellphone number:									
2.13	Preferred method of communication:	E-mail			Telephone			Post		
2.14	Home language:									
2.15	Have you previously undertaken a learnership or internship?	Yes			No					



## 2.18 Qualifications history

- a) Please detail the qualifications you have attained, and qualifications you are currently studying. Space for a maximum of four qualifications has been provided.

	<b>Qualification 1</b>	<b>Qualification 2</b>	<b>Qualification 3</b>	<b>Qualification 4</b>
Name of qualification				
Name of institution				
Suburb				
Postal code				
Town/City				
Province				
Country				
Expected date of completion (if applicable)				
Date of completion				



<b>3. Parent or Guardian details</b> <i>(To be completed if learner is a minor – i.e. an unmarried person under 18 years)</i>											
3.1a	Surname:										
3.1b	First names:										
3.2	Identity number:										
3.3	Date of birth:	D	D	M	M	Y	Y	Y	Y		
3.4	Home address:										
	Postal code:										
3.5	Postal address (if different to above):										
	Postal code:										
3.6	Home telephone number:	(            )									
3.7	Work telephone number:	(            )									
3.8	Mobile number										
3.9	E-mail address:										

<b>4. Employer details</b>				
4.1	Legal name of employer:			
4.2	Trading name (if different to above):			
4.3a	Company/Entity registration number:			
4.3b	Company/Entity registration date:			
4.4	Are you acting as Lead Employer?	Yes	No	
4.5	Business address:			
	Postal code:			
4.6	Postal address (if different to above):			
	Postal code:			
4.7a	Contact person name:			
4.7b	Contact person surname:			
4.8	Telephone & Cell number:			
4.9	Fax number:			
4.10	E-mail address:			
4.11	<b>SETA registration (Compulsory)</b>			
	SETA Name	Skills Development Levy (SDL) number or other SETA issued registration number		

<b>5. Training Provider details</b>				
5.1	Legal name of training provider:			
5.2	Trading name (if different to above):			
5.4	Are you acting as Lead Training Provider?	Yes	No	
5.5	Business address:			
	Postal code:			
5.6	Postal address (if different to above):			
	Postal code:			
5.7a	Contact person name:			
5.7b	Contact person surname:			
5.8	Telephone and Cell number:			
5.9	Fax number:			
5.10	E-mail address:			
5.11	SETA SDL number (if applicable):			

## 6. Terms and conditions of employment

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

Yes
No

If yes, please specify: \_\_\_\_\_

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

**Learner's signature:**.....

Date: .....

Witness signature: .....

Date: .....

**(Learning programme agreement to be submitted to Fasset within 30 days of signing of signing this agreement)**

**Parent or Guardian's signature:** .....

(Only if the learner is a minor)

Date: .....

Witness signature:.....

Date: .....

**(Learning programme agreement to be submitted to Fasset within 30 days of signing this agreement)**

**Employer or Lead Employer's signature** .....

Date: .....

Witness signature:.....

Date: .....

**(Learning programme agreement to be submitted to Fasset within 30 days of signing of signing this agreement)**

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

Date: .....

Witness signature:.....

Date: .....

**(Learning programme agreement to be submitted to Fasset within 30 days of signing this agreement)**



Learner	Employer	Training Provider	Witness
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## Notification of Terms and Conditions of Agreement

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

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

I (learner)

---

And

I (employer)

---

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

---

Signature  
(Learner)

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Signature  
(Employer)

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Date:  
**(Agreement to be submitted to Fasset within  
30 working days of signing this agreement)**

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Date:  
**(Agreement to be submitted to Fasset within  
30 working days of signing this agreement)**

**NB: AGREEMENT SUBMITTED AFTER 30 WORKING DAYS OF ALL-PARTY SIGNATURES WILL BE REJECTED AND NEW SUBMISSION WILL BE REQUIRED.**



Learner	Employer	Training Provider	Witness
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**FOR SETA USE ONLY**  
**AGREEMENT REGISTRATION CHECKLIST**

Employer Name			
SDL Number			
Learnership / Internship			
Learner Name			
Learner ID Number			
Employment status	18.1		18.2
Date received		Acknowledged by	
Date acknowledged			

**If NO is ticked for any of the criteria, the agreement MUST be rejected**

	Yes	No	Comment	
<b>General Conditions</b>				
Agreement submitted within 30 working days after signing?				
Clear copy of SA ID attached?				
Names on ID correspond with names on the agreement?				
Proof of name change attached (if applicable)?				
Is the learner registered with the professional body (if applicable)?				
Affidavit/sworn affidavit by Commissioner of Oath submitted (for previously unemployed learner)				
Are the learner details fully completed (including Matric and post Matric qualifications)?				
Are the parent/guardian details fully completed (if the learner is a minor)?				
Are the employer details fully completed?				
Are the terms and conditions of employment fully completed?				
Is the agreement signed in full by learner?				
Is the agreement signed in full by employer?				
Is the agreement signed in full by provider (if applicable)?				
Is the agreement signed in full by parent/guardian (if applicable)?				
Is the agreement witnessed?				
Is each page of agreement initialled by the learner?				
Is each page of agreement initialled by employer?				
Is each page of agreement initialled by provider (if applicable)?				
Is each page of agreement initialled by parent/guardian (if applicable)?				
Is each page of agreement initialled by witnesses?				
Was the learner employed before concluding this agreement?			Employed	Yes No
Was the learner unemployed before concluding this agreement?			Unemployed	Yes No
<b>Employment Contract</b>				
Copy of employment contract/letter of appointment attached?				
Copy of employment contract/letter of appointment signed by all parties?				
Employer in contract same as employer in agreement?				
Is an amount per week/month specified?				



Learner	Employer	Training Provider	Witness
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If yes, indicate the amount in the comment's column.	[Redacted]	
<b>Workplace Accreditation</b>		
Is the employer an accredited workplace?		
Copy of workplace accreditation certificate/ letter attached?		
Employer in agreement same as employer listed on workplace accreditation certificate?		
Was the employer an accredited workplace before the learnership commenced?		
Learnership in agreement same as learnership listed on workplace accreditation certificate?		
<b>Provider Accreditation</b>		
Proof of provider accreditation status attached:	[Redacted]	
Provider in agreement same as provider on accreditation certificate?		
Was the provider accredited before the programme commenced?		
Is the provider accredited for the programme in the agreement?		
<b>Recognition of Prior Learning (RPL)</b>		
Is proof of Recognition of Prior Learning required?		
Was proof of RPL submitted?		
RPL Registration Date:	[Redacted]	
RPL Completion Date:	[Redacted]	
Professional Body RPL Approval Date:	[Redacted]	

Checklist completed by:	Name:	Signature:
Date:		
Registered / Rejected:		
Registration date:		
Rejection date:		
Registration captured by:	Name:	Signature:
Date registration/rejection letter sent:		
Registration/rejection letter sent by:	Name:	Signature:

**Seta Learning programme agreement Registration Approval Stamp**

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Learner	Employer	Training Provider	Witness
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