



# (IP) PROGRAMME: Year 1

**IN PURSUIT**

## LEARNERSHIP AGREEMENT

### Please take note of the following:

1. All agreements must be registered **before commencement** of the IP programme.
2. The signing of this agreement, by all other relevant role players is preceded by an induction session that outlines the purpose and conditions of this agreement/contract.
3. Each page of this agreement must be signed and initialed by all parties.
4. The original agreement must be forwarded to the Manager: IP, copies will not be accepted.
5. All sections of this agreement should be completed (section 3 which deals with guardians, needs to be completed where the learner is a minor).
6. The learner/guardian must ensure that all payment of fees as well as board and lodging, where applicable, is paid into the relevant account timeously and in accordance with this agreement and invoicing practices followed.
7. If the learner is already in the employ of the employer, the learner and employer must conclude a contract of employment.
8. 3C ministries is party to this Agreement, performing the function of a lead employer for the purpose of pastoral character and workplace exposure. The lead employer must complete section 4.
9. Sims Khula Training (Pty) Ltd is the accredited training provider chosen to facilitate/assess and quality manage the management and leadership qualifications offered in line with this agreement. The training provider must complete section 5.

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ENTERED INTO BY AND BETWEEN

**3C MINISTRIES**

[HEREIN REFERRED TO AS “The Host Employer”]

DULY REPRESENTED BY: **MICHAEL BURGESS**

IN HIS CAPACITY AS THE: **MANAGER: IP**

Duly authorised thereto

And

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[HEREAFTER REFERRED TO AS “The Learner”]

And

TRAINING PROVIDER: **SIMS KHULA TRAINING (PTY) LTD**

[HEREIN REFERRED TO AS “Training Provider”]

ACCREDITATION NUMBER: **SERVICES SETA NO: 1186**

REPRESENTED BY: **SUNETTE COETZEE**

IN HER CAPACITY AS: **QUALITY MANAGER**

**Duly authorised thereto**

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## 1. PROGRAMME DETAILS

1.1 Name of Programme	<b>In Pursuit (IP) year 1</b>
1.2 DHET registration number of Learnership	
1.3 Commencement date of agreement	<b>1 February 2020</b>
1.4 Termination date of agreement	<b>30 November 2020</b>
1.5 Occupation that this programme is related to (as per organising framework of occupations (OFO):	
1.6 Name of Qualification	<b>Further Education and Training Certificate: Generic Management (NQF Level 4)</b>
1.7 SAQA qualification ID number	<b>57712</b>

## 2. LEARNER DETAILS

2.1 Surname: \_\_\_\_\_

2.2 Full Names: \_\_\_\_\_

2.3 South African Identity Number: \_\_\_\_\_

2.4 Passport number (if citizen of another country): \_\_\_\_\_

2.5 Date of birth: \_\_\_\_\_ Age (to date) \_\_\_\_\_

2.6 Gender: \_\_\_\_\_

2.7 Race: \_\_\_\_\_

2.8 Do you have a disability<sup>1</sup>, as contemplated by the Employment Equity Act 55 of 1998?<sup>1</sup>  
Answer Yes or No.

If yes, specify nature of disability: \_\_\_\_\_

<sup>1</sup> "a long term or recurring physical or mental impairment which substantially limits prospects of entry into, or advancement in the workplace

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2.7 Home address:

	(Code)

2.8 Telephone Number: \_\_\_\_\_

2.9 Mobile: \_\_\_\_\_

2.10 Postal address (if different from above):

	(Code)

2.11 E-mail address: \_\_\_\_\_

2.12 Preferred method of communication: \_\_\_\_\_

2.13 Are you a South African citizen? \_\_\_\_\_

**If no, specify and attach documents indicating your status, for example: permanent residence, study permit, etc):**

2.14 What is the level of your highest qualification (e.g. Standard 7, Grade10 etc?)

\_\_\_\_\_

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2.15 What is the title of your highest qualification? (e.g. Matric/National Diploma: Accounting)

\_\_\_\_\_

Year completed: \_\_\_\_\_

Last school attended: \_\_\_\_\_

2.16 Have you previously undertaken a learnership? \_\_\_\_\_

If yes, specify the learnership title and code:

\_\_\_\_\_

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

\_\_\_\_\_

2.18 If you were unemployed before concluding this agreement, state for how long:

\_\_\_\_\_

2.19 If you are employed, when did you start work with your employer?

\_\_\_\_\_

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### 3. PARENT OR GURDIAN DETAILS

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

3.1 Surname: \_\_\_\_\_

Full Name(s): \_\_\_\_\_

3.2 Identity number: \_\_\_\_\_

3.3 Home address:

	(Code)

3.4 Postal address (if different from above):

	(Code)

3.5 Telephone number: \_\_\_\_\_

3.6 Cell number: \_\_\_\_\_

3.7 E-mail address: \_\_\_\_\_

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#### 4. EMPLOYER DETAILS

4.1 Legal name of employer: **3C Ministries**

4.2 Trading name (if different from above): **Same as Above**

4.3 Skills development Levy SDL number: **Exempt as an NPO (FBO)**

4.4 Name of SETA which you are registered at: **None**

4.6 Business address:

<b>8 Jan Smuts Avenue</b>	
<b>Irene</b>	
<b>Centurion</b>	
<b>0062</b>	(Code)

4.7 Postal address (if different from 4.6):

<b>PO Box 10508</b>	
<b>Centurion</b>	
<b>0046</b>	(Code)

4.8 Name of the contact person: **Michael Burgess**

4.9 Telephone No: **0844592840**

4.10 E-mail address: **michael@my3c.tv**

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## 5. TRAINING PROVIDER DETAILS

5.1 Legal name of Training Provider: **SIMS Khula Training (Pty) Ltd**

5.2 Trading name (if different from above): **Same as above**

5.3 Skills Development Levy (SDL) number: \_\_\_\_\_

5.4 Standard Industrial Classification (SIC) code: \_\_\_\_\_

5.5 Name of ETQA that has accredited your institution: **Services Seta ETQA**

5.6 Accreditation number and review date: **No: 1186 - 31 March 2020**

5.7 Business address:

<b>48 Oak Avenue Office Park, Building 6</b>	
<b>Technopark, Highveld</b>	
<b>Centurion</b>	
<b>0169</b>	(Code)

5.8 Postal address (if different from 5.7):

<b>PO Box 68935</b>	
<b>Highveld</b>	
<b>Centurion</b>	
<b>0169</b>	(Code)

5.9 GPS Coordinates \_\_\_\_\_

5.10 Name of contact person: **Sunette Coetzee**

5.11 Telephone No: **012 667-4446**

5.12 E-mail address: **sunettec@simskhula.co.za**

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## 6. PAYMENT STRUCTURE AND OBLIGATION

Below is the cost breakdown and payment requirements for the programme:

DESCRIPTION	RESIDENT LEARNERS	DAY LEARNER
<b>ADMINISTRATION FEES</b>		
Application Fee	R500.00	R500.00
Registration Fee	R1 500.00	R1 500.00
<b>ACADEMIC FEE</b>		
10% Discount for once-off payment	R18 000.00	R18 000.00
<b>OR</b>		
10 x monthly installments of R2000.00	R20 000.00	R20 000.00
<b>ACCOMMODATION &amp; MEALS (Separate Contracts to be signed)</b>		
Board & Lodging Costs: R750.00 per month x 10 months	R7 500.00	-
Meal Costs: <ul style="list-style-type: none"> <li>• Breakfast @ R20.00</li> <li>• Lunch @ R25.00</li> <li>• Dinner @ R30.00</li> </ul> R2 325.00 per month x 10 months	R23 250.00	-
<b>TOTAL (Without 10% once-off Discount)</b>	<b>R52 750.00</b>	<b>R22 000.00</b>

6.2 Separate contracts will be signed for the accommodation and meals for the resident learners.

6.3 Invoices for Academic Fees, accommodation and meals (where applicable), will be issued on a monthly basis.

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## 7. TERMS AND CONDITIONS OF AGREEMENT

### 7.1 Rights and duties of learners, parents/guardians, employers and training providers

#### 7.1.1 Rights of the Learner

The learner has the right to:

- 7.1.1.1 Receive an orientation to the programme;
- 7.1.1.2 Be educated and trained within this IP learnership programme;
- 7.1.1.3 Access to the required resources (unless otherwise stipulated) for the achievement of the specified outcomes for the structured learning component as well as the specified practical workplace experience activities within each department where placed;
- 7.1.1.4 Be assessed and have access to the assessment results for the structured learning component as well as the specified practical workplace experience activities;
- 7.1.1.5 Be taught in a clean, safe, secure and orderly environment and in an atmosphere conducive to learning and free from interruptions;
- 7.1.1.6 Have their views heard and be able to express themselves, to ask questions, and be heard;
- 7.1.1.7 Be treated in a fair and dignified manner and in a disciplined environment in which punishment is fair and consistent;
- 7.1.1.8 Receive a written statement of results within 30 working days of the final assessment required in this agreement;
- 7.1.1.9 If successful, be awarded a certificate of achievement for the qualification associated with the programme, within 60 working days of the final assessment;
- 7.1.1.10 Raise grievances, in writing, with the Academic Head and the relevant SETA ETQA accrediting the qualification associated with the programme, concerning any shortcomings in the quality of the education and training under the programme.

#### 7.1.2 Duties of the Learner

The learner must:

- 7.1.2.1 Perform all required workplace and pastoral related tasks for the employer for the practical workplace experience activities specified;
- 7.1.2.2 Comply with the employer's workplace policies and procedures;
- 7.1.2.3 Attend, and participate in, all structured learning and practical workplace experience activities;
- 7.1.2.4 Attend all theoretical learning sessions and practical learning activities with the training provider;

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- 7.1.2.5 Complete timesheets and projects and participate in any assessment activities that are required both during and for the final assessment;
- 7.1.2.6 Undertake all learning conscientiously;
- 7.1.2.7 Maintain a high standard of behaviour and courtesy both inside and outside of the programme;
- 7.1.2.8 Be loyal to the programme and to enhance the reputation thereof for the benefit of all at the programme; and
- 7.1.2.9 Display integrity and honesty in own actions and attitudes.

### 7.1.3 Rights of the Parents/Guardians

The parent/guardian has the right to expect:

- 7.1.3.1 Educators and workplace coaches who are qualified and competent to provide the subjects and workplace exposure;
- 7.1.3.2 A programme that respects cultural diversity and which is non-discriminatory;
- 7.1.3.3 Staff who are professional in their approach to their work and who set and maintain correct standards;
- 7.1.3.4 The promotion of high moral standards and good ethics, with learners being taught in a disciplined environment that is conducive to learning;
- 7.1.3.5 That learners are treated fairly and equally; and
- 7.1.3.6 That learners receive support from approachable staff who communicate with parents on work and behaviour issues.

### 7.1.4 Duties of the parent/guardian

The parent/guardian must:

- 7.1.4.1 Support and encourage learners in their involvement in all spheres of the IP programme;
- 7.1.4.2 Ensure that learners attend the programme regularly, that they are correctly dressed, are properly equipped, and are punctual;
- 7.1.4.3 Support the programme, the staff, the code of conduct and set rules, and ensure that the learners do the same;
- 7.1.4.4 Inform the Manager: IP of any problem areas and communicate with other role players, where necessary and if so desired; and
- 7.1.4.5 Pay all required fees, as contractually obligated, timeously so as to ensure the release of the results on completion of the programme.

### 7.1.5

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## Rights of the Employer

The employer has the right to require the learner to:

- 7.1.5.1 perform duties in terms of this Agreement; and
- 7.1.5.2 Comply with the rules and regulations concerning the employer's workplace policies and procedures.

## 7.1.6 Duties of the Employer

The employer must:

- 7.1.6.1 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.
- 7.1.6.2 Provide the facilities and resources required for the specified practical workplace experience activities of the programme;
- 7.1.6.3 Provide the learner with supervision, mentoring and coaching at work;
- 7.1.6.4 Provide the learner with appropriate education and training to competently perform the specified workplace experience activities required;
- 7.1.6.5 Release the learner during normal working hours to attend all off-the-job structured learning sessions;
- 7.1.6.6 Conduct on-the-job assessment for the specified workplace experience activities, or cause it to be conducted;
- 7.1.6.7 Keep updated records of workplace learning and periodically discuss progress with the learner and the training provider;
- 7.1.6.8 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 this IP learnership programme;
  - Advise the learner of the terms and conditions of his/her employment; and
  - Advise the learner of the employer's workplace policies and procedures.
- 7.1.6.9 Apply the same disciplinary, grievance and dispute resolution procedures to the learner as to any other employee;
- 7.1.6.10 Submit the signed agreement to the SETA for registration, where necessary;
- 7.1.6.11 Submit records as required by the ETQA body.

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### 7.1.7 Rights of the Training provider

The training provider has the right to access the learner's information, portfolio of evidence and workplace learning related assessments throughout the programme. It further has the right to schedule and manage the structure learning component in line with the accreditation requirements.

### 7.1.8 Duties of the Training provider

The training provider must:

- 7.1.8.1 Provide the structured learning specified in the programme;
- 7.1.8.2 Provide the learner support as required;
- 7.1.8.3 Record, monitor and retain details of the education and training provided to the learner in terms of the programme and periodically discuss progress with the learner and the employer;
- 7.1.8.4 Conduct off-the-job assessments for the structured learning component specified in the programme, or cause it to be conducted;
- 7.1.8.5 Ensure that the assessment against the outcomes of the associated qualification is conducted at the end of the programme; and
- 7.1.8.6 Issue a written statement of results in respect of the learner's final assessment for the associated qualification within 30 working days of the assessment, to the learner, the SETA and the ETQA accredited for the qualification.

## 8. SUSPENSION OF THIS AGREEMENT

8.1 The IP Department may approve the suspension of this agreement if:

- 8.1.1 The employer and the learner have agreed in writing to suspend the agreement; or
- 8.1.2 The employer or the learner has requested, on good course, to suspend the agreement and the other parties to the agreement have had opportunity to make presentations as to why the programme should not be suspended.

8.2 An application to suspend this agreement must be submitted to the Academic Head in writing together with-

- 8.2.1 A written agreement signed by the employer and the learner setting out the reasons for the suspension; and
- 8.2.2 Where appropriate the reasons for the suspension and proof that the other parties to the agreement have had the opportunity to make presentations as to why the agreement should be suspended.

8.3 All parties to a suspended agreement must take appropriate steps to reactivate the programme on expiry of the suspension period.

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## 9. Termination of this Agreement

### This agreement terminates:

- 9.1 On the termination date of the IP Programme on 30 November 2020 as stipulated in this Agreement; or
- 9.2 On an earlier date if:
  - 9.2.1 The learner has successfully completed the final assessment and fulfilled all requirements associated with the specified workplace experience activities of the programme;
  - 9.2.2 The learner is fairly dismissed by the employer for a reason related to the learner's conduct or capacity as an employee; or
  - 9.2.3 The Academic Head and/or SETA approves the termination of the Agreement in terms of the Learnership Regulations, 2006.

## 10. DISPUTES

- 10.1 If there is a dispute concerning any of the following matters, it may be referred to the Commission for Conciliation, Mediation and Arbitration (CCMA):
  - 10.1.1 The interpretation or application of any provision of this Agreement, or the learner's contract of employment or a sectoral determination made in terms of section 18(3) of the Act;
  - 10.1.2 Chapter 4 of the Act; or
  - 10.1.3 The termination of this Agreement or, the learner's contract of employment.
- 10.2 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 SETA ETQA accredited for the qualification for resolution in accordance with the applicable policies and procedures of the ETQA.

## 11. ACCEPTANCE OF TERMS AND CONDITIONS OF AGREEMENT

### 11.1 DECLARATION OF ALL PARTIES:

- We understand that this agreement is legally binding;
- We understand that it is an offence in terms of the Skills Development Act (No. 37 of 2008) referred to as 'the Act' throughout this document, to provide false or misleading information in this agreement; and
- We agree to all the rights and duties as well as the terms stipulated in this agreement.

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## 9. SIGNATORIES

LEARNER		
Learner's signature:		Date:
Witness signature		Date:
PARENT/GURDIAN		
Parent or Guardian's signature: (Only if the learner is a minor)		Date:
Witness signature		Date:
EMPLOYER		
Signature		Date:
Designation/ Official Title: <b>IP MANAGER</b>		
Witness signature		Date:
TRAINING PROVIDER		
Signature		Date
Designation/Official Title: <b>QUALITY MANAGER</b>		
Witness signature		Date:

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