

# Service Level Agreement

Between

**Pixley ka Seme District Municipality**

(Hereinafter referred to as the “lead employer”)

And

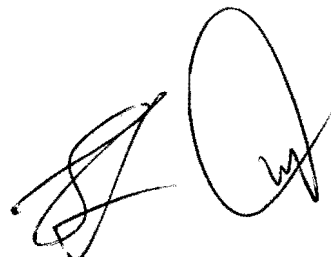
**Tinissa Trading 29 T/A Maneta Training  
Consultancy**


(Hereinafter referred to as the “training provider”)

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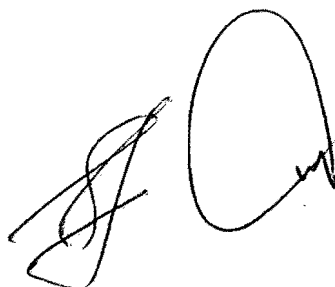
## Table of Contents

1. Scope of Agreement
2. Definitions
3. Duration of Learnership
4. Obligations of the employer
5. Obligations of the Training Provider
6. Terms of payment
7. Commencement and termination of the service agreement
8. Whole agreement
9. Notice and Domicilium
10. Breach

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## 1. Scope of Agreement

- 1.1 The Training Provider undertakes to provide theory training for the following learnership programme:

**Occupational Directed Education Training and Development Practices**

**NQF Level 5**

**SAQA Registration No: 50334**

- 1.2 The Training Provider will facilitate learning and do quality assurance on the **Occupational Directed Education Training and Development Programme.**

A total of **26 learners** will participate on the aforementioned programme.

- 1.3 The Training Provider further undertakes to pay monthly stipend fees to the learners from the amount made payable.
- 1.2 Annexure B to the Skills Development Act 1998, which deals with the "Learnership Agreement", forms an integral part of this contract.

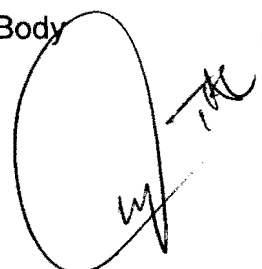
## 2. Definitions

- 2.1 "**NQF**" means National Qualifications Framework
- 2.2 "**Learnership**" means structured learning programme consisting of theory and workplace training in terms of the Skills Development Act of 1998
- 2.3 "**Learnership Agreements**" means legal agreement entered into by a learner, employer and a training provider and annexed hereto marked "B"
- 2.4 "**Training Provider**" means a body which delivers learning programmes which culminate in specified National Qualifications Framework standards or qualifications and manages the assessment thereof
- 2.5 "**LGSETA**" means Local Government Sector Education and Training Authority
- 2.6 "**ETQA**" means Education and Training Quality Assurance Body

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- 2.7 **“Training plan”** means a plan developed by the training provider detailing the breakdown of the theory lessons, workplace experience and planned assessments divided into date and time slots over the learnership period.
- 2.8 **“NLRD”** means National Learner Record Database
- 2.9 **“Employer”** means the Municipality/Municipal Entity responsible for signing of the learnership agreement and this Service Level Agreement (SLA) thereby ensuring the rights and responsibilities in terms of this contract and the learnership agreement hereto marked annexure “B”
- 2.10 **“Lead employer”** means the Municipality/Municipal Entity representing municipalities participating in the aforementioned learnership and has a similar meaning as that of the “employer”.

### 3. Duration of the learnership

- 3.1 The duration of the learnership will be for a period culminating in the successful completion of the relevant unit standards comprising the learnership
- 3.2 Classes will be attended in accordance with the training plan and timetable, unless specifically otherwise agreed to between the parties
- 3.3 The learners will attend the theory lessons at a venue mutually agreed upon between the Employer and the Training Provider for the duration of the learnership programme.

### 4. Obligations of the employer

The Employer is obliged to:

- 4.1 Ensure that the learners attends the training as set out in the training timetable by granting leave of absence from his or her workplace;
- 4.2 To keep up to date records of learning;
- 4.3 To schedule meetings with the Training Provider to discuss the progress of the learners;
- 4.4 Comply with the terms and conditions of the Learnership Agreement;(Annexure “B”)

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- 4.5 Appoint workplace coaches in the workplace to ensure that the learners are exposed to the relevant aspects of the practical training while receiving their workplace experience.
- 4.6 Co-ordinate coaches in the workplace to ensure that logbooks are properly completed and that the coaches inform the Training Provider in time to conduct workplace assessments.
- 4.7 Act as the lead Employer. This implies that the employer will be responsible for the management of the learnership programme, record keeping of assessments and forwarding of records and necessary correspondence to the LGSETA

## 5. Obligations of the Training Provider

The Training Provider is obliged to:

- 5.1 Serve as the contracted training provider;
- 5.2 Comply with relevant ETQA's accreditation requirements
- 5.3 Provide theory education and training in terms of the Learnership Agreement and furthermore to comply with the terms and conditions of the Learnership Agreement;
- 5.4 Record, monitor and retain details of theory training provided to the learners;
- 5.5 Conduct or cause to be conducted all off-the-job and on-the-job formative assessments by registered assessors and be responsible for the summative assessments
- 5.6 Where applicable form part of the panel to compile and conduct final summative assessment
- 5.7 Inform the Employer of any non-attendance of the learners of any of the classes in accordance with the time table referred to in clause 4.1 above;
- 5.8 The training provider will act as the Lead Provider and will be responsible for the management of the Learnership programme on behalf of the employer and the responsibilities will include the following aspects:
  - 5.8.1 Liaising with the LGSETA where relevant.
  - 5.8.2 Contact with learners, the employer and frequent sending of faxes and emails to the LGSETA's regional office
  - 5.8.3 Record keeping including the following:

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Page 5

- 5.8.3.1 Completing of attendance registers for each Unit Standard
  - 5.8.3.2 Assessment records for each Unit Standard
  - 5.8.3.3 Conducting all formative off-the-job and on-the-job assessments by accredited assessors and be responsible for the summative assessment
  - 5.8.3.4 Full record of progress of assessments, documenting education and work competencies
  - 5.8.3.5 Full record of progress of re-assessments
  - 5.8.3.6 Moderation of various assessments(classroom based and work place based)
  - 5.8.3.7 Meeting on a weekly basis with the facilitators to closely monitor all aspects of the progress of the learners
  - 5.8.3.8 Completing and submitting quarterly reports to the LGSETA via the employer
  - 5.8.3.9 Drafting work plans for the programme
  - 5.8.3.10 Full manual and computerised system of learner achievements
- 5.8.4 Co-ordination and monitoring of portfolio compilation for every learner
  - 5.8.5 Uploading of learners records on the National Learner Record Database
  - 5.8.6 Filing
  - 5.8.7 Meeting with learners on an individual basis to check progress or assist learners where required
  - 5.8.8 Documentation and records of meetings
  - 5.8.9 Providing necessary stationery required
  - 5.8.10 Co-ordination of theory training and workplace experience which includes:
    - 5.8.10.1 Regular meetings with mentors
    - 5.8.10.2 Linking instructional learning with workplace experience in collaboration with workplace mentors and assessors

**6. Terms of payment**

- 6.1 The cost of the services rendered by the Training Provider amounts to R795 000.00 (Seven Hundred and Ninety Five Thousand Rand Only)
- 6.2 This amount is exclusive of:

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6.2.1 meals, transport and accommodation costs for learners;

6.3 This amount includes:

6.3.1 50% of the total cost per learner, based on the required Unit Standards to be done, will be paid on commencement of the learnership.

6.3.2 The remaining 50% will be paid in quarterly tranches based upon submission of formal reports for summative assessment results for the learning modules, subject to the number of learners participating on the learnership as per 7.2 below. The final payment will be done on completion of the learnership.

## 7. Refund

Should the learner fail to continue with the Learnership:

7.1 During the first half of the Learnership, no further payment is due.

7.2 During the second half of the Learnership, a pro rata refund will be due to the employer under the following circumstances:

7.2.1 Death of the learner

7.2.2 Transfer of the learner

7.2.3 Inability of the training provider to continue learnership

7.2.4 Inability of the learner to continue the Learnership due to illness/medical reasons

7.2.5 Resignation of the learner

7.2.6 Dismissal of the learner for misconduct

## 8. Commencement and termination of the service level agreement

8.1 The agreement between the Employer and the Training Provider commences on date agreed to by the Employer and the Training Provider, as per 8.2 below, notwithstanding the date of signature on this Service Level Agreements and terminates on completion of this learnership.

8.2 The implementation of this Learnership is subject to the condoning and approval by the LGSETA for the funding of this learnership.

8.3 The agreement terminates on earlier date when:

8.3.1 All the learners have completed the learnership

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Programme earlier and are found competent or deemed not yet competent against summatively assessed identified Unit Standards

8.3.2 The employer, learners and training provider agree to terminate the learnership agreements.

8.3.3 The LGSETA approves a written application to terminate the agreement by all the learners above.

## 9. Whole agreement

This Service Level Agreement (SLA) contains the complete agreement between the parties unless otherwise agreed by the parties in writing.

## 10. Notice of Domicilium

10.1 The parties choose as their addresses for the purpose of this agreement, the addresses set out below:

**Name of Municipality: PIXLEY Ka SEME DISTRICT MUNICIPALITY**

**Physical Address: CULVERT ROAD  
DE AAR  
7000**

**Name of Provider: TINISSA TRADING 29 T/A MANETA TRADING CONSULTANCY**

**Physical Address: Office No 15  
First Floor, Limdev Building  
THOHOYANDOU  
0950**

10.2 Either party may change its domicilium by written notice to the other party.

10.3 The changed address must be a physical address.

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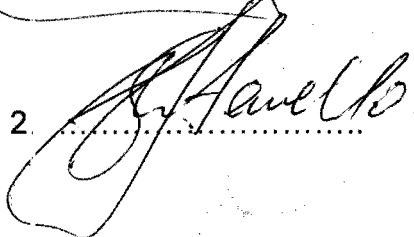
**11. Breach**

If either party breaches this agreement, the aggrieved party may give written notice to the defaulting party to rectify the breach within seven (7) days. If the breach is not rectified the aggrieved party may cancel the agreement and recover any damages suffered as a result of the breach.

Signed at De Aar on this 24 day of August 2012 in the presence of the undersigned witnesses:

As witnesses:

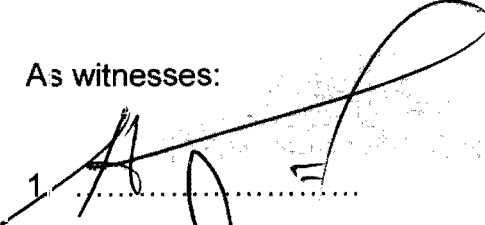
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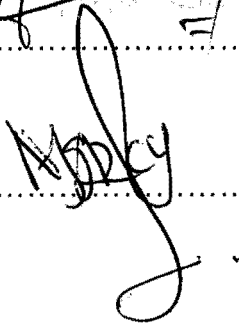
2. 

  
For Pixley Ka Seme District Municipality

Signed at De Aar on this 24 day of August 2012 in the presence of the undersigned witnesses:

As witnesses:

1. 

2. 

  
For Tinissa Trading 29 T/A Maneta Training Consultancy.

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# PIXLEY KA SEME

DISTRIKSMUNISIPALITEIT  
DISTRICT MUNICIPALITY  
U-MASIPALA WENGINGQI

Culvertweg  
Privaatsak X1012  
DE AAR  
7001  
Telefoon (053) 631-0891/2-6  
Faks: (053) 631-2529  
e-mail: [pixley@telkomsa.net](mailto:pixley@telkomsa.net)

Culvert Road  
Private Bag X1012  
DE AAR  
7000  
Telephone (053) 631-0891/2-6  
Fax (053) 631-2529  
e-mail: [pixley@telkomsa.net](mailto:pixley@telkomsa.net)

Verwys:  
Refer:

Datum:  
Date: 13 August 2012

## Enquiries: TA Loko

Tinissa Trading 29/TA  
Maneta Training Consultancy  
P. O. Box 2861  
**THOHYANDOU**  
0950

Attention: Mr Thakhani Takalani

TD 02/2012: OCCUPATIONAL DIRECTED EDUCATION TRAINING

Sir, the following tender was approved for the project.

Description	Company	Amount
Appointment of service provider for Occupational Directed Education Training for 26 learners	Tinissa Trading 29 T/A Maneta Training consultancy	R795,000.00

Please provide the District with an implementation plan.

Should there be any enquiries in this regard please do not hesitate to contact the District Municipality.

Yours truly,

**NM Jack**  
MUNICIPAL MANAGER