

Service Level Agreement

Between

WEST COAST DISTRICT MUNICIPALITY

(Hereinafter referred to as the “Lead Employer
/ Employer”)

And

SIPHAKAME SKILLS DEVELOPMENT

(Hereinafter referred to as the “Training Provider”)

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1. Scope of Agreement

- 1.1 The Training Provider undertakes to provide theory training for the following programme:
 - **Placement assessments for new learners (where necessary);**
 - **AET Levels 1 – 4 (continue with current learners on their respective levels)**
- 1.2 The Training Provider will facilitate learning and do quality assurance on the above-mentioned training.

A total of **17 (seventeen) learners, 10 (ten) learners on Levels 1 – 3 and 7 (seven) learners on Level 4** will participate on the aforementioned programme.

2. Definitions

- 2.1 **“Training Agreements”** means legal agreement entered into by a Learner and the Employer.
- 2.2 **“Training”** means structured learning programme consisting of theory and practice, where necessary.
- 2.3 **“Training Provider”** means a body which delivers learning programmes which culminate in specified National Qualifications Framework standards or qualifications and manages the assessment thereof.
- 2.4 **“Training plan”** means a plan developed by the Training Provider detailing the breakdown of the theory lessons and planned assessments divided into date and time slots over the training period.
- 2.5 **“Employer”** means the Municipality responsible for signing of the training agreement and this Service Level Agreement (SLA) thereby ensuring the rights and responsibilities in terms of this contract.

3. Duration of the training

- 3.1 The duration of the training will be for a period culminating in the successful completion of the relevant AET level.
- 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 training 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 regular meetings with the Training Provider to discuss the progress of the learners;

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 accreditation requirements;
- 5.3 Record, monitor and retain details of theory training provided to the Learners;
- 5.4 Record keeping of assessments and forwarding of records and necessary correspondence;
- 5.5 Register Learners for examination or re-examination and arrange for final certificates;
- 5.6 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;
- 5.7 The Training Provider will act as the Lead Provider and will be responsible for the management of the training programme on behalf of the Employer and the responsibilities will include the following aspects:
 - 5.7.1 Liaising with the Municipality where relevant;
 - 5.7.2 Contact with Learners, the Employer and frequent sending of faxes and emails;
 - 5.7.3 Record keeping including the following:
 - 5.7.3.1 Completing of attendance registers for each class.
 - 5.7.3.2 Assessment records for each test.
 - 5.7.3.3 Conducting all assessments by and be responsible for the administration of the final examination.
 - 5.7.3.4 Full record of progress of assessments and documenting education.

- 5.7.3.5 Full record of progress of re-assessments / re-examinations.
 - 5.7.3.6 Moderation of various assessments (classroom based).
 - 5.7.3.7 Meeting on a regular basis with the facilitators to closely monitor all aspects of the progress of the learners.
 - 5.7.3.8 Completing and submitting monthly reports to the Employer.
 - 5.7.3.9 Drafting work plans for the programme.
 - 5.7.3.10 Full manual and computerised system of Learner achievements.
- 5.7.4 Meeting with Learners on an individual basis to check progress or assist Learners where required;
 - 5.7.5 Documentation and records of meetings;
 - 5.7.6 Providing necessary stationery required.

6. Terms of payment

- 6.1 The cost of the services rendered by the Training Provider amounts to:
R198 594 (One Hundred and Ninety Eight Thousand Five Hundred and Ninety Four Rand)
- 6.2 This amount is inclusive of VAT.
- 6.3 Payment will be done accordance, regulations by the Municipality. Payment will be implemented as follows:
 - 6.3.1 **R50 000 (Fifty Thousand Rand)** of the total cost, will be paid on commencement of the training in the 2013 / 2014 financial year.
 - 6.3.2 The remaining amount of **R148 594 (One Hundred and Forty Eight Thousand Five Hundred and Ninety Four Rand)** will be paid in the 2014 / 2015 (July 2014) financial year.
- 6.4 West Coast District Municipality will pay the provider as follows:
 - 6.4.1 Within 30 (thirty) days of the date issue of invoice;
 - 6.4.2 In accordance with the payment schedule as specified in 6.3.

7. Refund

Should the Learner fail to continue with the training:

- 7.1 During the first half of the training, no further payment is due for that Learner;

- 7.2 During the second half of the training, 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 training;
 - 7.2.4 Inability of the Learner to continue the training 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, notwithstanding the date of signature on this Service Level Agreements and terminates on completion of this training.
- 8.2 The agreement terminates on earlier date when:
- 8.2.1 All the Learners have completed the training programme earlier;
 - 8.2.2 The Employer, Learners and Training Provider agree to terminate the training agreement.

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:

**West Coast District Municipality
P O Box 242
58 Long Street
MOORREESBURG 7310**

Provider details:

**Siphakame Skills Development
47 Foxglove Street
Groenvlei
PAARL 7646**

Either party may change its *domicilium* by written notice to the other party. The changed address must be a physical address.

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.

12. Signatures

Signed at **MOORREESBURG** on this 31 day of **MARCH 2014**

For the Employer:

Henry Frederick Prins - Municipal Manager



For West Coast District Municipality

As witnesses:

1.



2.



Signed at PAARL on this 26 day of
MARCH 2014

For the Training Provider:

Johanna Catharina Kitshoff



For Siphakame Skills Development

As witnesses:

1.



2.

