

# **LEARNERSHIP PROGRAM - OPERATIONAL AGREEMENT BETWEEN THE LEADERSHIP ACADEMY FOR THE GUARDIANS OF GOVERNANCE AND PARTICIPATING EMPLOYERS**

## **A. Purpose**

The purpose of this document is to formalise the duties, responsibilities and conditions relating to the implementation and presentation of the General Internal Auditor (GIA) Learnership program, which is underpinning the Professional Internal Auditor (PIA) designation, managed by the Leadership Academy for Guardian of Governance (Academy).

## **B. Parties to the agreement**

The parties to this agreement are the Academy and \_\_\_\_\_ (the employer engaging the trainees {learners} and providing the structured workplace training), hereafter referred to as “the employer”.

## **C. Name of the programme:**

General Internal auditor (GIA)/ Professional Internal Auditor (PIA)

## **D. Duties and responsibilities of the Academy**

1. Ensure the quality of the Training Logbook (TLB), and the Training Modules (TM) and review content regularly, to ensure that current industry standards are maintained.
2. Register the learners with the relevant Assessment Quality Partner (AQP).
3. Issue each learner and the employer with a TLB.
4. Consider and approve any additions and/or deletions proposed by the employer, to the TLB, to accommodate industry needs, but subject to the retention of standards set.
5. Appoint the TM presenters through the Academy service procurement process.
6. In consultation with the employer(s) arrange a suitable venue for the presentation of the TM's.
7. Ensure that testing of knowledge transference has taken place at each TM, by instructing the presenter to conduct such evaluations as deemed fit.
8. Conduct evaluations for each TM pertaining to the content, ability/suitability of the presenter, venue; and address any shortfalls detected.
9. Through a process of consultation with the employer(s) agree the commencement date of the program as well as the dates for the TM's.
10. Liaise with the relevant AQP and Sector Education and Training Authority (SETA) to ensure compliance with Skills Development legislation as well as the arrangement for the final assessments of the learner(s).
11. Facilitate, and if possible, provide for the training of assessors and mentors.
12. Report TM assessment results to the employer and the relevant AQP.

## **E. Duties and responsibilities of the employer**

1. Identify candidates to enrol for this program.
2. Ensure that the generic content of the TLB is compatible with internal requirements. Effect the necessary additions and/or deletions and submit to the Academy for approval.
3. Ensure that the necessary work experience is obtained by the learner so as to achieve the requirements of the TLB.
4. Provide learner support by appointing mentors to guide the learners, and evaluators to conduct regular internal evaluations of progress in the TLB.
5. Enable the learner to attend the TM's that have been scheduled.
6. Seek accreditation of their organisation as a workplace provider with the related AQP.
7. Register or see to it that all learners are registered as members of the IIASA whilst participating in the programme.
8. Facilitate in conjunction with the Academy the final assessment of the learners by the AQP.

Initials:

Initials:

Initials

Initials:

Initials:

Initials:

Initials:

## F. Membership of the IASA:

The membership of the IIA SA is compulsory and a learner must provide proof of registration before being enrolled into the learning programme. Membership must subsist throughout the duration of the training programme as well as in order to maintain the designation arising from the respective training programme.

Should membership lapse/ expire or become invalid for any reason during the learner's period of participation in our training programme, the learner will be given sixty (60) days to re-instate their membership failing which their participation in the programme will be summarily suspended until proof of membership re-instatement is provided. Process and procedures for reinstatement of membership shall be governed by the IIA SA.

Should the curriculum change during the duration of suspension of a learner from the programme due to invalid membership, the learner may need to comply with the requirements of the new curriculum and forfeit any credits that are not transferable from the previous curriculum. No learner will be issued with the final statement of results without proof of being an active member of the IASA.

## G. Conditions relating to cost factors

### i. Responsibility for payment of fees:

- The employer agrees to the payment of an amount of <sup>1</sup>fees as per table below which cover year one and for year 2, per trainee for the presentation of the TMs on the invoicing terms as set out on the table below.

PRICES FOR PIA LEARNERSHIPS STARTING 2017-2018						
FOR PROGRAMS BASED IN <u>GAUTENG</u>						
Qty	Decription:	Modules:		Unit Cost	Amount	Please✓ for preferred billing
1	Once-off Non Refundable PIA Registration Fee			R 1 100,00	R 1 100,00	
1	Gauteng PIA Program *	TM1-5		R 19 875,00	R 19 875,00	
Training Modules calculated per module excluding VAT @		R 3 975,00	x 5 modules			
1	Venue Fees **	Rate	R 320,00 per person 15 days	R 4 800,00	R 4 800,00	
1	Assessment Examination at end of program			R 4 600,00	R 4 600,00	
* Learners can only apply for PIA on completion of IAT or via RPL process				Sub Total:	R 30 375,00	
Venue prices may differ per venue base rate is R350 ex VAT per person per day				14.00% Tax/VAT :	R 4 252,50	
				Total :	R 34 627,50	
FOR PROGRAMS BASED <u>OUT OF GAUTENG</u>						
Qty	Decription:	Module:		Unit Cost	Amount	Please✓ for preferred billing
1	Once-off Non Refundable PIA Registration Fee			R 1 100,00	R 1 100,00	
1	ex Gauteng PIA Program *	TM1-5		R 22 260,00	R 22 260,00	
Training Modules calculated per module excluding VAT @		R 4 452,00	x 5 modules			
1	Venue Fees **	Rate	R 320,00 per person 15 days	R 4 800,00	R 4 800,00	
1	Assessment Examination at end of program			R 4 600,00	R 4 600,00	
* Learners can only apply for PIA on completion of IAT or via RPL process				Sub Total:	R 32 760,00	
Venue prices may differ per venue base rate is R350 ex VAT per person per day				14.00% Tax/VAT :	R 4 586,40	
				Total :	R 37 346,40	

- The employer agrees to the payment of the Joining and Membership fee to IIA SA for each learner, upon completion of requisite forms and upon invoice by IIA SA. **No learner will be allowed into the programme**

<sup>1</sup> If the employer is not paying an individual contract between the learner and the Academy should accompany this agreement.  
Initials: Initials: Initials: Initials: Initials: Initials: Initials:

**unless they have been approved by the IIA SA as a member.** Membership shall remain in force for the duration of the program and is a prerequisite for eligibility for the final assessment, as is compliance with all TM attendance and evaluation criteria.

3. The employer agrees to honour any payment, if required, for the provision of the venue and facilities for the presentation of the TM, applicable to their learners. As this amount will vary depending on the venue and the arrangement with the provider of the venue, such amount is not included in the value in G(i) (1) above, and will be invoiced before the attendance of the TM.
4. Subject to prior arrangement between the two parties, the employer agrees to the payment against invoice, for any other related costs that may arise out of the presentation of the program (e.g. ) and any other reasonable related cost.
5. If the employer is not paying the fees as prescribed above, the employer will facilitate a separate individual contract between the learner and the Academy.

**ii. *Re-assessment fees:***

1. In the event of the learner being found not competent when undergoing a TM assessment, the first re-assessment of a particular module, will be covered by the tuition fees charged. Only the venue fee will be payable in that instance. Any additional re-assessments will be for the account of the organisation or the learner as outlined in the operational agreement, in addition to the tuition fees.
2. Any subsequent re-attendance of a specific training module (s) will be for the account of the organisation or the learner as outlined in the operational agreement, in addition to the tuition fees. Access to such re-assessment and/or re-attendance of a training module will only be granted once the re-assessment/ re-attendance fees have been paid in full.

**iii. *Payment of fees:***

1. The fees are payable upfront before the learner attends the training module. The Academy will issue an invoice based on the purchase order issued by the employer (where applicable) and or/ alternatively, based on the terms of payment as indicated on the operational agreement with the employer.
2. The fees must be paid into the Academy's bank account as indicated on the invoice. A letter from the bank confirming details of the Academy's bank account may be issued upon request from the client.
3. Once payment has been made, against a valid Academy invoice, into the Academy bank account, proof of payment must be sent to the Academy by the training officer or the affected learner. The learner account will only be accredited with payment once verified with the bank that payment has been received by the Academy finance department.
4. Should the payment be returned as unpaid or reversed after the proof of payment has been submitted, resulting in additional bank fees charged against the Academy, such fees will be recouped from the responsible party.

**iv. *No-show and cancellation fees:***

The obligation to pay the fees arises once all the registration requirements for a programme are met by the candidate. An invoice will be issued according to the agreed upon terms as outlined above. A no-show fee, equal to 50% of the module fee shall be charged should a learner fail to attend a module for which they have previously confirmed attendance, unless the learner is able to provide a doctor's letter confirming that the learner was ill or provide a death

certificate in the case where a close family member (parent, grand parent, sibling or child) has passed away. **Notice of non-attendance, must be provided at least two weeks before the start of the module to avoid this charge.**

A cancellation fee equal to 75% of the outstanding amount for the full programme shall be payable should the learner registration be cancelled once the programme have started and the learner has attended one or more training modules.

v. **Outstanding debtors accounts:**

In the event of non-payment of issued invoices the Academy:

1. Will block the learner account immediately once the debt is in excess of 60 days outstanding; this means that the learner will not be allowed access to subsequent training modules until such time the debt has been settled satisfactorily.
2. Will demand immediate payment of fees payable, for the full programme with immediate effect;
3. Retains the right to add interest on outstanding accounts. Such interest shall be determined and approved by the Academy Chief Executive Officer on annual basis.

**H. Communication options**

1. The employer agrees to the applicable payment conditions as set out in clause F above (**where applicable**), and all payment communication should be sent to the following address:

---



---



---

Contact person: \_\_\_\_\_ Tel: \_\_\_\_\_

E-mail: \_\_\_\_\_

2. The employer confirms the following person, if different from H1 above, as the training officer (liaison with the Academy) to which communication related to this programme:

Contact person: \_\_\_\_\_ Tel: \_\_\_\_\_

E-mail: \_\_\_\_\_

3. Where an **order form is necessary to validate the invoice, the employer undertakes to provide this to the Academy without delay.**

**I. Names of the learners\*:**

The following learners are covered by this operational agreement:

#	Name	Identity Number	Mentor (Name)	Comment
1.				
2.				
3.				
4.				
5.				
6.				

Initials:

Initials:

Initials

Initials:

Initials:

Initials:

Initials:

7.				
8.				

\*N.B. Strikethrough across the page below last name included. If more than 8 learners, please make a copy of this page and add the additional names.

## J. Breach

Should either party to this agreement commit a breach, and the breach is not rectified within 10 days from receipt of a written notice to remedy the breach, then the innocent party may without any prejudices of its other rights available to it in law, cancel this agreement and institute legal action for any damages suffered, or issue summons for specific performance of the defaulting party's obligations.

## K. Domicilium

The addresses at which each party will accept all notices, legal processes and other communications are:

### The Academy

#### Physical address

Bruma Boulevard  
20 Zulberg Close  
South Building  
Bruma  
2198

#### Postal address

PO Box 2290  
Bedfordview  
2008

### The Employer

#### Physical address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Postal address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## J. Signatures of agreement

### **Academy:**

Signed at ..... on this ..... day of ..... 20.....

.....  
Lemmy Kave on behalf of the Academy being duly authorised thereto

Witnesses:

1. .... (Please print full name).....

2..... (Please print full name) .....

### **Employer:**

Signed at ..... on this ..... day of ..... 20.....

..... (Please print full name).....

on behalf of \_\_\_\_\_ being duly authorised thereto

Witnesses:

Initials:

Initials:

Initials

Initials:

Initials:

Initials:

Initials:

..... (Please print full name) .....

..... (Please print full name) .....  
(Revision April 17)

Initials:

Initials:

Initials

Initials:

Initials:

Initials:

Initials: