

A. Purpose

The purpose of this document is to formalise the duties, responsibilities and conditions relating to the implementation and presentation of the Occupational Certificate: Internal Auditor (ICT Internal Auditor) Learnership program managed by the Leadership Academy for Guardians of Governance (Academy).

B. Parties to the agreement

The parties to this agreement are the Academy and _____
(learner), ID # _____ and membership # _____

C. Name of the programme:

Occupational Certificate: Internal Auditor (ICT Internal Auditor)

D. Definitions

1. Agreement shall mean this Internal Auditor Learner Agreement;
2. The Academy shall mean the Leadership Academy Guardians of Governance;
3. The Internal Auditor Learner shall mean person/s enrolled for the program;
4. The program shall mean Occupational Certificate: Internal Auditor (ICT Internal Auditor);
5. POPIA shall mean the Protection of Personal Information Act 4 of 2013 as amended from time to time; and
6. Personal Information shall mean personal information relating to any identifiable, living, natural person, and an identifiable, existing juristic person.

E. Protection of Personal Information

1. The Protection of Information Act 4 of 2013 (POPIA) is a data protection privacy law which has its main function and objective to promote the protection of privacy through providing guiding principles that are intended to be applied to the processing of personal information.
2. The act of processing information includes any activity or any set of operations, whether or not by automatic means concerning personal information and includes the collection, receipt, recording, organisation, collation, storage, updating or modification, 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, degradation, erasure or destruction of information.

3. The Academy is in full support of the provisions of the POPIA and intends to be compliant with it regarding the privacy of data.
4. All Personal Information which is provided to the Academy will be used and/or retained only for purposes for which it is collected, where after it will be destroyed.
5. The Personal Information collected by the Academy will not be sold or rented out for money.
6. The Academy may however share the Employer's information in limited circumstances when legally required to do so or, with the Employer's consent.
7. If any provision of this agreement is in conflict with the POPIA, the terms and conditions in so far as the processing of the Personal Information is concerned, will take precedence and govern its interpretation, application and construction.

F. Duties and responsibilities of the Academy

1. Provide the learner with quality Training Logbook (TLB), experienced presenters and quality Knowledge and Practical Modules (KM and PM) and review content regularly, to ensure that current industry standards are maintained.
2. Register the learners with the relevant Assessment Quality Partner (AQP).
3. Test knowledge transference at the conclusion of each KM and PM, by instructing the presenter to conduct such evaluations as deemed fit.
4. Conduct evaluations for each KM and PM pertaining to the content, ability/suitability of the presenter, venue; and address any shortfalls detected.
5. Report KM and PM assessment results to the employer and the relevant AQP.

G. Duties and responsibilities of the learner

1. Participate in all learning and work experience required by the Learnership
2. Comply with workplace policies and procedures
3. Complete the Training Log Book (TLB)
4. Attend all training modules, complete any assigned work & tests

5. Report any changes to personal circumstances to the Academy within a reasonable time after such change has taken place.

H. Payment of the fees

Although the employer is responsible for the payment of the fees the learner carries the final accountability for payment of such fees. Should the employer fails to pay the fees, the learner will be held personally accountable for settlement of outstanding debt. Fees include the registration fees, tuition fees, venue fees, re-assessment and re-attendance fees, where applicable.

i. Outstanding debtors accounts:

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

1. Will block the learner's 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.

I. Membership of the IASA

1. 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.
2. 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.

J. No Plagiarism

The learner commits to always uphold the IIA's code of ethics at all the times and to bear consequences related to breach of such a code of conduct. The learner further commits as follows:

1. That they are aware that plagiarism means taking and using the ideas, writings, works or inventions of another as if they were one's own. They know that plagiarism not only includes verbatim copying,

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but also the extensive use of another person's ideas without proper acknowledgement (which includes the proper use of quotation marks). They know that plagiarism covers this sort of use of material found in textual sources and from the Internet.

2. They acknowledge and understand that plagiarism is wrong.
3. They understand that their research for their assignments must be accurately referenced. They have followed the universal rules and conventions concerning referencing, citation and the use of quotations.
4. Their assignment will only be own work, or group's own unique group assignment, when applicable. They acknowledge that copying someone else's assignment, or part of it, is wrong, and that submitting identical work to others constitutes a form of plagiarism.
5. They have not allowed, nor will they in the future allow, anyone to copy their work with the intention of passing it off as their own work.

Signatures to agreement

BY the Academy

Signed aton this day of 2021

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

Witnesses:

.....Print name:

.....Print name:

BY LEARNER

Signed aton this day of2021

.....Print name: ..
(Learner)

Witnesses:

.....Print name:



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.....Print name: