



MEMORANDUM OF UNDERSTANDING BETWEEN ETQA'S

Entered into between:

(Name of SETA) ETQA

Address of SETA

And

ESETA ETQA

Address of SETA

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Annexure “A” - Parties to the Memorandum

Annexure “B” - The respective responsibilities of each party

PART 1: INTRODUCTION

1. DEFINITIONS

In this Memorandum:

- 1.1 **“accreditation”** means the certification, usually for a particular period of time, of a person, a body or an institution as having the capacity to fulfill a particular function in the quality assurance system set up by SAQA;
- 1.2 **“ETQA”** means a body accredited by SAQA in terms of Section 5(1)(a)(ii) of the SAQA Act;
- 1.3 **“learner”** means an individual who is participating in a learning programme with a purpose of achieving credits for standards or qualifications;
- 1.4 **“learning programme”** means the combination of courses, modules or unit of learning (learning materials and methodology) by which learners can achieve the learning outcomes for a qualification;
- 1.5 **“moderation”** means the process which ensures that assessment of the outcomes described in the National Qualifications Framework standards and qualifications is fair, valid and reliable;
- 1.6 **“moderator”** means the person who moderates assessments;
- 1.7 **“National Qualifications Framework”** means the National Qualifications Framework approved in terms of the SAQA Act for the registration of national standards and qualifications;
- 1.8 **“party”** means a signatory to this Memorandum;

- 1.9 “**quality assurance**” means the process of ensuring that the degree of excellence specified is achieved;
- 1.10 “**SAQA**” means the South African Qualifications Authority established by Section 3 of the SAQA Act;
- 1.11 “**SAQA Act**” means the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995);
- 1.12 “**Skills Development Act**” means the Skills Development Act, 1998 (Act No. 97 of 1998).

2. PARTIES TO THE MEMORANDUM

- 2.1 The parties to this Memorandum of Understanding are listed in the attached **Annexure A**.
- 2.2 The parties are all ETQA's which:
- 2.2.1 have been accredited and assigned functions by SAQA under Section 5(1)(b)(i) of the SAQA Act as bodies responsible for monitoring and auditing achievements in terms of national standards and qualifications; or
- 2.2.2 have been established as ETQA's in terms of their founding legislation.

3. PURPOSE OF THE MEMORANDUM

- 3.1 The parties believe that in order to advance the objectives of the National Qualifications Framework and the National Skills Development Strategy, it is essential to establish an agreed framework for co-operation and collaboration and to this end have concluded this Memorandum of Understanding.
- 3.2 The purpose of this Memorandum is:
- 3.2.1 to promote a coherent and effective quality assurance system for education and training; and
- 3.2.2 to clarify the manner in which the parties must co-operate with each other, co-ordinate the performance of their functions and promote the consistency of their respective quality assurance policies and procedures.
- 3.3 The respective responsibilities of the parties are set out in **Annexure B**.
- 3.4 This Memorandum does not in any way limit any statutory powers and functions of the parties.

PART 2: PRINCIPLES OF CO-OPERATION

4. PRINCIPLES OF CO-OPERATION

- 4.1 In order to achieve the purposes of this Memorandum, the parties have adopted and undertake to comply with the principles of co-operation set out below.

- 4.2 The parties agree that, in the performance of their quality assurance functions, they will:
- 4.2.1 promote the coherence and effectiveness of the quality assurance systems as a whole;
 - 4.2.2 promote the consistency of their quality assurance policies and procedures;
 - 4.2.3 avoid unnecessary duplication and not encroach unnecessarily on the quality assurance functions or responsibilities of other parties;
 - 4.2.4 co-operate with each other in mutual trust and good faith;
 - 4.2.5 assist and support each other; and
 - 4.2.6 inform each other of, and consult each other on, matters of common interest.

PART 3: PROMOTING CONSISTENCY

5. PROMOTING CONSISTENCY OF QUALITY ASSURANCE POLICIES AND PROCEDURES

The parties agree that their respective quality assurance policies and procedures must be compatible. To this end, the parties will endeavour to ensure consistency in the following areas:

- 5.1 quality managing of ETQA functions;
- 5.2 learning programme approval;

- 5.3 accrediting, monitoring and evaluating education and training providers;
- 5.4 registering education and training assessors;
- 5.5 moderating learner achievements;
- 5.6 certifying learners;
- 5.7 delegating ETQA functions to education and training providers and other appropriate bodies;
- 5.8 research and best practice bench-marking regarding quality assurance;
and
- 5.9 fees and charges for the rendering of ETQA services.

6. PRIOR NOTICE OF APPLICATIONS AND RECOMMENDATIONS

The parties concerned will give each other reasonable prior notice in writing of, and adequate opportunity to make representation concerning:

- 6.1 any application by a party to SAQA for the extension or other variation of their accreditation as an ETQA that directly affects the interests of any other party; and
- 6.2 any recommendation by a party to a National Standards Body for new standards or qualifications or for modifications to existing standards or qualifications that directly affects the interests of any other party.

7. CO-OPERATION WITH MODERATING BODIES

The parties undertake to co-operate with and to assist:

- 7.1 any moderating body appointed by SAQA to determine whether their assessment decisions are fair, valid and reliable; and
- 7.2 any moderating body appointed by the parties to ensure consistency across standards and qualifications.

8. DATA COLLECTION, RECORD KEEPING AND DOCUMENTS

The parties undertake:

- 8.1 to ensure the consistency of their data collection and their record keeping; and
- 8.2 to promote compatibility in the form and content of their official documents in the sector, including any certificates they may issue and any application forms they may require.

9. IMPLEMENTATION OF THE MEMORANDUM

The parties agree to meet on a regular basis in order to monitor the effective implementation of this Memorandum.

In this regard, the parties undertake:

- 9.2.1 to ensure the participation of senior representatives in the monitoring process including their respective ETQA managers;

9.2.2 to meet at least on a quarterly basis;

9.2.3 to develop appropriate mechanisms and procedures for the implementation and monitoring of the Memorandum and to determine appropriate time schedules for this purpose; and

9.2.4 to review the effectiveness of the Memorandum on an annual basis.

PART 4: GENERAL

10. FURTHER AGREEMENTS BETWEEN PARTIES

10.1 Where necessary or appropriate, the parties will conclude further agreements in order:

10.1.1 to clarify their quality assurance roles, functions and responsibilities; and

10.1.2 to establish further mechanisms and procedures for co-operation.

10.2 Where two or more parties have overlapping jurisdictions and responsibilities, the parties concerned undertake to explore a proper and appropriate delineation of responsibilities and functions in order to eliminate unnecessary duplication of ambiguity in the quality assurance system including, where appropriate, delegating functions in accordance with the applicable legislation.

11. FINANCIAL ARRANGEMENTS BETWEEN PARTIES

Each party recognizes that it is responsible for financing its own quality assurance functions and activities. However, the parties agree to undertake co-operative quality assurance projects where such projects are necessary or appropriate and will promote the coherence of the system. The terms of financing any co-operative project will be agreed by the parties to the project concerned.

12. AMENDMENTS TO THE MEMORANDUM

Any amendment to this Memorandum must be in writing and must be agreed to and signed by the parties.

13. NEW PARTIES TO THE MEMORANDUM

The parties may agree to introduce a new party to this Memorandum. Following agreement to this effect, the Memorandum becomes binding on the new party once it has signed it.

14. DIFFERENCES CONCERNING THE APPLICATION OR INTERPRETATION OF THE MEMORANDUM

The parties adopt the following procedure for the resolution of any differences that may arise between the parties concerning the application or interpretation of this Memorandum:

- 14.1 the parties must initially make all reasonable efforts to settle any such difference;

- 14.2 if the difference remains unresolved, any party may refer it for arbitration by an arbitrator agreed to by the parties to the difference. If agreement cannot be reached on an arbitrator, then the chairperson of the South African Qualifications Authority must appoint an arbitrator to determine the matter;
- 14.3 the arbitrator must conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the matter fairly and quickly, but must deal with the substantial merits with a minimum of legal formality. The arbitrator's determination is final and binding on the parties; and
- 14.4 the costs of the arbitration must be shared equally by the parties to the dispute.

15. TERMINATION OF THE MEMORANDUM

Any party may withdraw from this Memorandum by giving the other parties one month's notice in writing sent by registered post, recorded delivery service or telefax.

16. DOMICILIUM

- 16.1 The parties choose the respective addresses as set out in Annexure A as domicilium citandi et executandi for all notices contemplated by this Memorandum.
- 16.2 Notice of change of address must be given in writing by the party concerned and delivered by registered mail, hand or telefax to the other party.

17. SIGNATORIES OF THE PARTIES

Signed at on 2003.

(NAME OF SETA) CEO

(NAME OF SETA) ETQA Manager

ESETA CEO

ESETA ETQA Manager

ANNEXURE "A"

PARTIES TO THE MEMORANDUM

(Name of SETA) ETQA

Address of SETA

ESETA ETQA

7th Floor, Rennie House
19 Ameshoff Street
Braamfontein
2001

ANNEXURE "B"

THE RESPECTIVE RESPONSIBILITY OF EACH PARTY

1. The ESETA ETQA will refer primary focus providers who have learning programmes that fall within the primary focus area of the (NAME OF SETA) ETQA to the (NAME OF SETA) ETQA for learning programme approval.
2. The (NAME OF SETA) ETQA will refer primary focus providers who have learning programmes that fall within the primary focus area of the ESETA ETQA to the ESETA ETQA for learning programme approval.
3. If the (NAME OF SETA) ETQA is required to undertake a site visit to a primary focus provider of the ESETA ETQA for a learning programme that fall within the primary focus of the (NAME OF SETA) ETQA, then the ESETA ETQA will provide such assistance (for example, notification of providers, moderation and adjudication and verification services) as may reasonably be required.
4. If the ESETA ETQA is required to undertake a site visit to a primary focus provider of the (NAME OF SETA) ETQA for a learning programme that falls within the primary focus of the ESETA ETQA, then the (NAME OF SETA) ETQA will provide such assistance (for example, notification of providers, moderation, and adjudication and verification services) as may reasonably be required.
5. Where the workplace learning site pays their levies to the ESETA and the unit standard or qualification falls within the primary focus of (NAME OF SETA), ESETA will forward all details pertaining to workplace readiness to (NAME OF SETA) with a signed declaration of authenticity.

- 5.1 (NAME OF SETA) will have the right to accept the declaration and give ESETA approval to continue the learnership process (i.e. issue the parties of the learnership the appropriate agreement form for completion and signing) OR, carry out their own process to determine workplace readiness.
 - 5.2 If (NAME OF SETA) undertakes to assess the workplace for readiness through its own process, (NAME OF SETA) will inform ESETA of their decision.
 - 5.3 (NAME OF SETA) will inform ESETA accordingly of the result of the workplace assessment for readiness (i.e. workplace is ready, continue with process; workplace is not ready, the following is not yet in place, once it is , the process may continue; or the workplace is not conducive to the running of a learnership).
6. Learners from the (NAME OF SETA) sector will be entitled to obtain certificates from the primary focus areas of the ESETA, provided that (NAME OF SETA) is satisfied that ESETA meets the verification criteria of (NAME OF SETA) (for example, the learner is assessed by registered constituent assessors and the assessment conforms with basic principles of assessment).
 7. Learners from the ESETA sector will be entitled to obtain certificates from the primary focus of the (NAME OF SETA) ETQA, provided that the ESETA ETQA is satisfied that (NAME OF SETA) meets the verification requirements of ESETA (for example, the learner is assessed by registered constituent assessors and the assessment conforms with basic principles of assessment).

8. (NAME OF SETA) will be responsible for reporting to the Department of Labour in respect of learnerships entered into by companies paying levies to (NAME OF SETA), but by doing a ESETA registered learnership, (NAME OF SETA) will:
 - 8.1 be responsible for doing the administrative work related to the learnership, including providing ESETA with learner enrolment numbers if applicable;
 - 8.2 ESETA will provide the certificates of competence to (NAME OF SETA) for distribution to the learners from the companies paying levies to (NAME OF SETA).

9. ESETA will be responsible for reporting to the Department of Labour in respect of learnerships entered into by companies paying their levies to ESETA, but doing a (NAME OF SETA) registered learnership, ESETA will:
 - 9.1 be responsible for doing the administrative work related to the learnership, including providing (NAME OF SETA) with learner enrolment numbers if applicable

(NAME OF SETA) will provide the certificates of competence to ESETA for distribution to the learners from companies paying their levies to ESETA.

10. ESETA will be responsible for reporting to SAQA for the NLRD, all information regarding qualifications and/or unit standard within the primary focus of the ESETA, obtained by learners across industry.

11. (NAME OF SETA) will be responsible for reporting to SAQA for the NLRD, all information regarding qualifications and/or unit standards within the primary focus of ESETA, obtained by learners across industry.

12. Each ETQA (ESETA and (NAME OF SETA)) will:

- 12.1 take responsibility for quality assuring unit standards and qualifications that fall within its primary focus area;
- 12.2 ensure that arrangements for the quality assurance of learner achievements (i.e. verification of the assessments) in respect of unit standards and qualifications falling within their respective primary focus areas are satisfactory;
- 12.3 advise the other ETQA in writing of any plans for quality assurance of learner achievements (i.e. verification of the assessment) processes within reasonable agreed time;
- 12.4 report to the other ETQA as and when requested, assurance of learner achievement (i.e. verification of the assessment) results; and
- 12.4 make arrangements for the issuing of certificates to learners of its primary focus providers, as contemplated in Clause 7 and 8 of this Annexure.