

# Procedural Manual on Experiential Learning

3<sup>rd</sup> draft (15 December 2011) of a document for ultimate approval of Senate

## 1. Aim

These procedures serve to govern the implementation of the Policy: Experiential Learning and to ensure adequate academic resources.

## 2. Context

Work integrated learning is as important as other forms of teaching and learning. The Policy: Experiential Learning approved 24 June 2011 by Council, qualifies experiential learning as processes of making meaning from direct experiences; a teaching method that facilitates the exposure of students to realistic experiences; there is interplay between theory and practice; and learning is derived through reflection on doing. The Policy: Experiential Learning differentiates between work-integrated learning (WIL) and simulated work experiences (SWE). The context of design and developed of these types of learning experiences is address next.

## 3. The FRAMEWORK for the implementation of a TEAM APPROACH to curriculum and learning development (FTA)

The Senate approved FTA and associated (a) due diligence certificate for the process for programmes; and (b) certificate of compliance for the process for modules—with specific reference to steps (d) & (e), right-side below—apply with regard to experiential learning.

FTA steps in the process for programmes	FTA steps in the process for modules
1. Academic review and/or feasibility study	a. Academic review and/or feasibility study
2. Curriculum planning	b. Curriculum planning
3. Internal checking and approval	c. Internal checking and approval
4. Programme-level planning and development	<b>d. Learning design</b>
5. Internal checking, approval, accreditation and registration	<b>e. Learning development</b>
6. Evaluating Impact as part of academic review	f. Learning facilitation
	g. Module review

The procedures relevant to work-integrated learning (WIL) are detailed next, where after the procedures relevant to simulated work experiences (SWE) follow.

#### 4. The design, development and facilitation of work-integrated learning (WIL)

Work integrated learning is a cornerstone in training future engineers, engineering technologists, animal health technicians, as well as agricultural and environmental scientists, and various other career paths. WIL is a compulsory requirement set by statutory and professional bodies such as the Engineering Council of South Africa (ECSA), the South African Veterinary Council (SAVC) and others.

Academic staff members responsible for work integrated learning manage the various aspects of work integrated learning modules. The principles of good practice (7.2 of the Policy: Experiential Learning) for WIL espoused by the Council on Higher Education (CHE) in among others the [Criteria for Programme Accreditation](#)—criteria 1 and 15; the [Criteria for Institutional Audits](#)—criteria 4, 7-8 and 11; and the Higher Education Qualifications Framework ([HEQF](#)) can be summarised as follow:

- An **obligation to place students** where work-integrated learning is part of the curriculum of the qualification (also 5.1 of the Policy: Experiential Learning).
- Effective **management** and **coordination**, with responsibilities and lines of accountability clearly allocated.
- Adequate **infrastructure** provided.
- **Learning** contracts or **agreements**, clarifying the objectives and outcomes of the learning process, as well as the roles and responsibilities of the institution, students, mentors and employers involved.
- Regular and **effective communication** between the various parties involved.
- Regular and systematic **recording** and **monitoring** of progress of the student's learning experience.
- **Mentoring** that enables the student to recognise strengths and weaknesses; to develop existing and new abilities; and to gain knowledge of work practices.
- **Academic** as well as **workplace based assessment**.

Good design of work-integrated learning, among others, involves adequate representation from the occupational field. Well designed WIL entails discovery learning of [the interface between the theory taught and the application thereof in industry](#) in the absence of the lecturer—learning materials must enable the required learning as well as the workplace mentoring. WIL further happens [through reflection on doing](#). [Attainment of workplace understanding and knowledge is further an advocated](#)

objective of the work integrated learning curriculum. It assists in producing well rounded graduates enabling them to function in industry. The following serves as checklist involved in the process:

- 4.1 Academic management, in conjunction with the university's Organisation Development unit, establish sufficient resources within academic departments to manage and perform all aspects related to work-integrated learning.
- 4.2 Design/revision of a programme curriculum in accordance to the university's FRAMEWORK for the implementation of a TEAM APPROACH to curriculum and learning development.
- 4.3 Mustering support from the occupational field for placements of students for WIL, including the relevant Skills Education Training Authority/ies (SETA/s), is vital to the successful WIL:
  - a. College, school and academic programme management play a key role in networking with potential WIL hosts and the entering into agreements (7.1 of the Policy: Experiential Learning).
  - b. The Memorandum of Undertaking template (MoU, appendix A) is processed in accordance to the university's Legal Services approved procedures for Agreements and Intellectual Property.
  - c. Formal mentorship agreements must be compiled and mentors must understand incentives coupled with the agreements, for example, continued professional development (CPD) points.
- 4.4 There are a number of factors impacting on successful completion of work integrated learning. Work integrated learning is undertaken in a non academic environment namely the work context. Consequently tutorial letters and guidelines should prepare students for what is expected from them for the successful completion of the work integrated learning modules(s). The design or redesign is done in accordance to the university's FRAMEWORK for the TEAM APPROACH of 12 credits WIL-module/s, in conjunction with Educational Consultants from the Directorate: Curriculum and Learning Development (DCLD), and include:
  - a. Sensitise students to the learning outcomes to be achieved from the experience, as well as the knowledge and experience students should gain from their placement in industry.
  - b. Preparing the student for the rigours of the work environment and how they should interact with it.
  - c. Prevention of fragmentation of the work integration learning experience by means of an overall learning map or similar structured plan.

- d. Theoretical knowledge they should apply and the assessment thereof during their placement in industry.
- e. Learning guidelines for the student and her/his workplace supervisor as well as ensuring mentors understand the conditions they have to adhere to during the mentoring process, for example, being a member of the prerequisite professional/vocational body.
- f. Orientation of the mentor and the student about conduct rules and their respective roles in the work integrated learning process.
- g. Specifications for students with regard to the learning evidence required.
- h. Criteria for a 'good' learning experience in WIL

4.5 Prior to registration and the registration of students for programmes containing WIL

- a. Academic management and employees responsible for WIL modules clarify what the credit-bearing WIL-module/s of programmes entail
- b. Compulsory WIL is clearly indicated in the qualification information on the corporate the university's Internet pages
- c. Academic employees develop the necessary WIL learning materials
- d. Engineering students that have secured appropriate placements in industry may enrol for the first module of work integrated learning ('P1') on completion of 10 academic modules.
- e. On completion of 15 academic modules an engineering student may register for the second WIL modules ('P2') and where applicable third ('P3'), with the proviso that the student is enrolled for or completed 'P1' and is employed.
- f. An engineering student that is unable to secure a placement should not register for work integrated learning until such time that a suitable placement has been secured. Such students may formally request assistance from the university by submitting a CV on the the university's template available from Internet.
- g. Students may, once a suitable placement in industry has been secured and prerequisite academic modules passed, enrol for more than one work integrated learning module simultaneously.
- h. Students from other institutions that want to enrol at the university only for the work integrated modules shall not be accepted. Similarly, students that have completed 50% or more of their modules towards a qualification at another institution shall not be accepted, because the university will not benefit from the graduation of such students.

- i. All prerequisite WIL modules must be completed before the WIL of the programme is deemed complete. A student would not graduate if any module of work integrated learning is incomplete.
- 4.6 Students that have not found employment should be placed by the academic department where the work integrated learning component resides (7.7 of the Policy: Experiential Learning) to enable their completion of credit-bearing WIL
- 4.7 Academic departments should endeavour to place students with the university's accredited employers. The accreditation or sanction of host organisations as fit for work integrated learning remains an academic responsibility. Academics should therefore attempt to cultivate a network of accredited employers willing to accept students for work integrated learning.
  - a. Academic management and employees responsible for WIL modules, in conjunction with the WIL section of the Directorate: Instructional Support and Services (DISS) and relevant support departments, establish appropriate systems to manage the coordination of placements of students for WIL.
  - b. Recruiting of suitable placement organisations should be undertaken by academic management and staff that understand the work environment, have experience of workplace realities and foster and maintain strong relationships with networks of possible employers in their respective occupational fields. Towards these goal professional bodies, advisory committees and personal networks could be utilised:
    - i. Building networks with accredited employers to facilitate partnerships for student placement and regularly communicate needs for placement.
    - ii. Partnering with appropriate and willing hosting organisations and entering into Memoranda of Agreement (MoA, template—appendix B) in accordance to the university's Legal Services approved procedures for Agreements and Intellectual Property (also 7.1 of the Policy: Experiential Learning).
    - iii. Academics academic management and staff should maintain good relationships with Sectoral Education and Training Authorities (SETAs). Where feasible, academics should facilitate access to funding, namely discretionary grants for workplace experience (SETA terminology) of defined scarce and/or critical skills programmes in accordance to SETA skills-plans.
    - iv. Ensure workplace mentors has the capacity to facilitate learning and assessment of the learning achieved by students and provide training if their capacity to do so is inadequate.

- c. Academics, in conjunction with the university's Counselling, Career & Academic Development department sensitise students about professional conduct and workplace skills prior to their placement with host organisations (7.8 of the Policy: Experiential Learning).
- 4.8 Academics undertake monitoring visits (formative assessment) and assessment of the work integrated learning progress of students and quality of learning derived in accordance with policies and procedures. The visiting and mentoring of students undertaking work integrated learning must be undertaken at regular intervals.
- 4.9 Adequate ICT capability must be provided that would enable transparent record keeping and the tracking of student progress throughout the work integrated learning periods (7.6 of the Policy: Experiential Learning).
- 4.10 Academics do summative assessment both within the workplace—obtaining the assessment input from the workplace supervisor and/or mentor—and of the learning evidence submitted by each student (7.3+4 of the Policy: Experiential Learning).
- a. Where necessary, for example first time mentors, comprehensive training regarding assessment of students placed with them, should take place.
- 4.11 The University's student disciplinary code and grievance procedures apply to WIL.
- 4.12 Academics are responsible for quality assurance of the WIL module/s within programmes, as well as satisfying the imperatives of professional and/or statutory bodies
- 4.13 College/school/academic departmental structure with regard to WIL should, for example, include:
- a. A functional advisory process with adequate representation from and/or consultation of the occupational field
- b. A teaching & learning committee focussing of WIL matters
- c. An adequate administrative support structure
- 4.14 Academics are responsible to review and refine work integrated learning study material, guidance and assessment materials.

The Council for Higher Education (CHE) advocates in the [Higher Education Monitor 12: Work-Integrated Learning: Good Practice Guide a typology of work-integrated learning](#), which in addition to the aforementioned workplace learning (WPL) include three additional teaching and learning modalities namely:

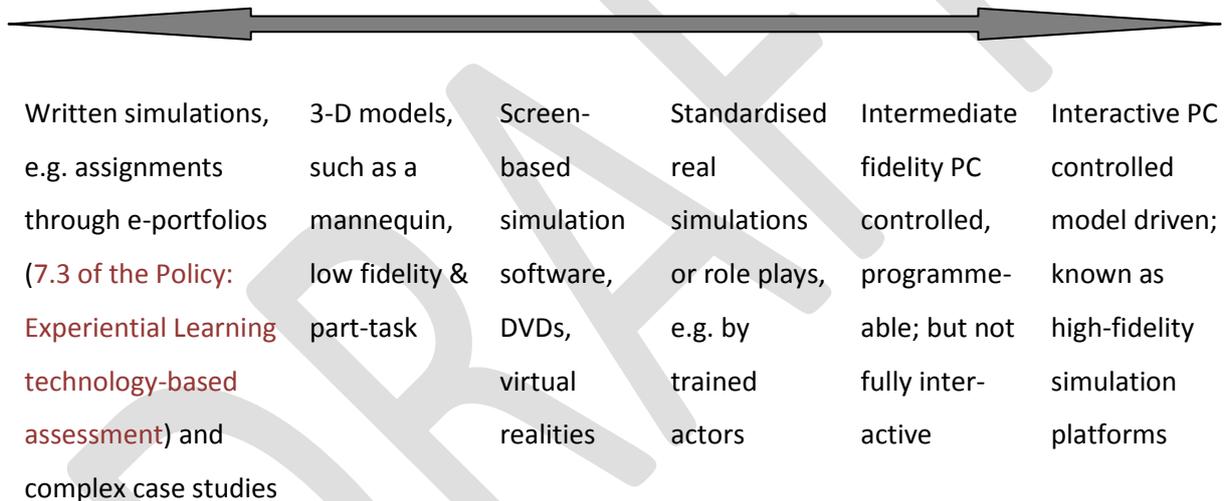
- Work-directed theoretical learning (WDTL)
- Problem-based learning (PBL)

- Project-based learning (PJBL)

The latter three do not require work placements or necessary direct work environment experience. The design or revision of such modules are done in accordance to the university’s FRAMEWORK for the implementation of a TEAM APPROACH to curriculum and learning development (FTA) in conjunction with Educational Consultants from the university’s Directorate: Curriculum and Learning Development (DCLD). These procedures will therefore not expand on these but will address simulated work experiences (SWE) procedures next.

## 5. The design, development and facilitation of simulated work experiences

A typology of modes of simulations can be represented as a continuum of differentiation, with low-technology on the one end and high-technology on the other:



Neither end of the continuum is better. Relevance of the mode selected is important. In addition to the typology-continuum of modes of simulations a range of six simulation modalities can be identified:

- Low-fidelity simulation modalities — generally static models allowing very little learner interaction
- High-fidelity simulation modalities, e.g. complex simulators
- Standardized patient educators — specially trained ‘actors’ to portray or demonstrate how
- Serious gaming — uses video game technology
- Desktop simulations and virtual worlds
- Virtual reality and visualisation

Best practices for simulated work experience (SWE) modules within a distance learning environment have not yet been established. What follows are suggestions (7.5 of the Policy: Experiential Learning) with regard to design and facilitation. This part of the procedures will therefore be reviewed in due course.

The creation an educational simulation is not merely about mechanically performing a series of tasks; instead designing simulations involve imagination, values, and consistency. Four basic design questions are recommended, which are not to be regarded as steps; but rather represent a conscious underlying methodology. The four questions that follow should not be answered explicitly. Well designed simulations contain implicit answers to the four questions:

- What is the problem? — issue, situation (or what is the event about? — general picture)
- Who are the participants? — roles, identities, powers
- What do they have to do? — job, decision-making, function
- What do they do it with? — documents, materials, instructions, existing knowledge

When giving consideration to selecting a ready-made simulation for use or for adapting; the following inventory of conditions upon which to base choice may be used:

- Budgetary constraints and value for money
- Number of students that can participate
- The required timeframe for the complete training or training session
- The abilities required from the target participants
- Involve industry representation in the planning and development of simulations and ensure acceptance of simulations by the relevant industry
- Materials required
- ICT bandwidth intensiveness and inherent technical requirements
  - Simulation will be online or venue based
- The extent to which the objectives of the simulation match the intended learning outcomes
- The potential conveyance of facts and/or information
- The model inherent in the simulation
- The openness (or closed) nature of the design for enabling decision-making
- The communication skills inherent in the simulation
- Language usage requirements
- The behavioural objectives and the relationship/team-building value
- The prediction practice it offers

High-end technical simulations in the form of PC-based virtual-experiences require specialised (probably external) expertise and substantial capital investment. The development of such simulations comprises a number of stages or sub-processes:

- Production of a funding proposal; tendering specifications; and adherence to the Legal Services guidelines for entering into agreements
- Planning the simulation systematically and the development (in conjunction with the provider selected through procurement process) of:
  - Inputs and outputs to guide the simulation user
  - Establish a framework/blueprint/story
- Use the simulation script to shape the prototype of the software, for example:
  - Physical context in concrete but neutral terms
  - The opening scene sets the stage for the simulation
  - Designate the roles of participants in the simulation
  - Unfolding of events, the nature/climate of the crisis or problem—the term ‘crisis’ originate from Greek *krinen*, which means to separate; to judge—a simulation is essentially a turning/branching point which participants are required to address
  - Development and incorporation of embedded participant ‘thinking space’
- Trial of the simulation software, critical evaluation and reflection
- Refining the software
- Implement the simulation and post simulation debriefing and reflection

Project teams to design simulated work experiences (SWEs) in accordance to the university’s FRAMEWORK for the implementation of a TEAM APPROACH to curriculum and learning development (FTA) are recommended. In addition to Educational Consultants from the university’s Directorate: Curriculum and Learning Development (DCLD) other expertise, such as ICT expertise, should comprise such project teams.

## 6. Conclusion

Within certain disciplines—such as Agriculture; Animal Health; Life and Consumer Sciences; Environmental Sciences; and Engineering—applied learning experiences are inevitable for the delivery of competent graduates. Regardless of the university’s mode of distance education the design, development and facilitation of applied learning therefore represents an important aspect experiential learning. A checklist of aspects to take into consideration includes:

- Set the outcomes of the applied learning experience
- Design the learning, teaching and assessment plan, or a facilitation plan
- Develop learning materials
- Arrange and/or order required facilities, equipment, resources, chemicals, safety precautions, etc.
- Contract technical expertise and/or providers
- Schedule event/s and reserve venues, facilities, accommodations, transportation
- Arrange attendance administration and payment (if applicable)
- Generate invitations/notifications
- Administer bookings and keep records
- Facilitate the lab experiments, workshop training, field-work, practical training, etc
- Assess students and record marks; or alternatively develop guidelines and standards for assessment by external facilitators
- Evaluate the success of the intervention
- Conclude the learning experience
- Make sure all equipment and resources are appropriately returned
- Conclude the administration of the specific learning experience

Such learning may be contracted to an independent provider and/or offered by the academic department concerned—with or without professional/statutory body involvement and/or contribution.

## MEMORANDUM OF UNDERTAKING

This Work-integrated Learning Undertaking is entered into between:

### The UNIVERSITY

A legal entity established as a Public Provider of Higher Education  
in terms of section 20, read with section 23(3)(a)  
of the Higher Education Act 101 of 1997, as amended  
Hereinafter referred to as **the university**

Herein duly represented by \*insert name of Executive Dean\*  
in her/his capacity as Executive Dean

of the College .....

and herein duly represented by .....

in her/his capacity as Director of the School .....

and

.....  
(Name of the organisation)  
hereinafter referred to as the **Training Host**  
duly represented, by.....  
in her/his capacity as.....

and

Branch/es and or subsidiary organisations:

Branch/subsidiary name:

Contact person:

.....  
.....  
.....  
.....  
.....  
.....

Hereinafter jointly referred to as the parties

## 1. Definitions

In this undertaking, unless the context otherwise indicates:

- 1.1 **Work-integrated learning** means (in accordance to the university's 24 June 2011 Council approved Experiential Learning Policy) educational activities that integrate theory and practice in work-based contexts. These learning activities are assessed by the university and contribute to exit-level outcomes of a qualification.
- 1.2 **Training Host** means an organisation that serves as *host* to the university's student with regard to prerequisite work-integrated learning. The university, as higher education institution, is dependent upon commerce; industry; central, provincial and local government; non-profit organisations and community settings to provide the students of specified academic programmes with the relevant real-life experiences in order to complete certain prerequisite WIL outcomes.
- 1.3 **Training Supervisor / Mentor** means the individual to whom the University student is assigned for her/his work-integrated learning. This person normally serves as workplace mentor that helps the student to recognise her/his strengths and weaknesses in his/her work; develop existing and new abilities, and to gain knowledge of work practices.
- 1.4 **Work-integrated learning outcomes** means learning outcomes determined during the curriculum development process, through an analysis of the vocational context, and translated into WIL learning guidelines for the student, guidelines for the workplace mentor and monitoring criteria. The learning requirements may include any one or more of assignments, reports, log books, journals, portfolios, projects or other, as specified for the module / subject.

## 2. The Training Host

- 2.1 In the case where the **Training Host** is the student's current employer, the existing employee-employer relationship is not affected by this undertaking.
- 2.2 Subject to clause 2.1, and with regard to all students, the following rights of the Training Host apply:
  - 2.2.1 to select one or more students in terms of organisational capacity to provide relevant work-integrated learning;
  - 2.2.2 to specify the hours of presence of the student(s) and at which working site, in order for the relevant work-integrated learning to take place;
  - 2.2.3 to expect productive work from the student(s), as per this learning undertaking;
  - 2.2.4 to ensure that the student adheres to reasonable instructions and complies to standard operating and/or health and safety procedures;
  - 2.2.5 to discipline the student, in accordance with organisational procedures and acceptable standards; and

- 2.2.6 to ensure non-disclosure by the student of confidential or sensitive matters.
- 2.3 The Training Host undertakes:
  - 2.3.1 to appoint a Training Supervisor / Mentor with regard to the agreed work-integrated learning of the student(s);
  - 2.3.2 to provide thorough induction and orientation to the student(s) with regard to the relevant organisational policies, operations and procedures, including occupational health and safety;
  - 2.3.3 to ensure a safe work environment, which complies with the relevant occupational, health and safety conditions; and to provide the necessary safety equipment and clothing;
  - 2.3.4 to provide the student(s) with the relevant learning environment and facilities to enable accomplishment of the relevant work-integrated learning outcomes, as specified by the university;
  - 2.3.5 to ensure mentoring, which will enable the student(s) to recognise strengths and weaknesses in his/her/their work, to develop existing and new abilities, and to gain knowledge of work practices;
  - 2.3.6 to assess the performance and the quality of the work-integrated learning evidence of the student(s);
  - 2.3.7 to verify the work-integrated learning records of the student(s);
  - 2.3.8 to allow reasonable access to The university to assess the progress and content of the work-integrated learning of the student(s); and
  - 2.3.9 to inform The university of any problems experienced and/or recommended changes.

### **3. The Student**

- 3.1 Ultimately, the Student is responsible to ensure s/he completes the prerequisite WIL requirements. In this endeavour and with regard to this learning undertaking, the rights of the Student are:
  - 3.1.1 not to be exploited by the Training Host;
  - 3.1.2 to be provided an adequate work-integrated learning environment, reasonable access to facilities and to be mentored;
  - 3.1.3 to be provided with personal protective equipment and to receive work-integrated learning in respect of the use and limitation thereof;
  - 3.1.4 to raise grievances in accordance with the Training Host's procedures; and
  - 3.1.5 to fair and objective assessment of the work-integrated learning offered at the Training Host.

- 3.2 The Student undertakes:
- 3.2.1 to apply her/himself diligently to her/his work-integrated learning;
  - 3.2.2 to render productive work, as it relates to this work-integrated learning undertaking;
  - 3.2.3 to self-manage her/his progress, timeous completion and quality of work-integrated learning evidence;
  - 3.2.4 to present work-integrated learning reports and/or logbooks to the Training Supervisor, for assessment and verification;
  - 3.2.5 to submit the required work-integrated learning evidence in good time to The university for evaluation;
  - 3.2.6 not to represent an interest which competes or conflicts with that of the Training Host; and
  - 3.2.7 not to take part in any labour dispute activities, unless entitled thereto through a formal employment relationship between the Student and the Training Host

#### **4. THE UNIVERSITY**

- 4.1 The university ultimately remains responsible for verifying the attainment of the predetermined WIL outcomes by individual students.
- 4.2 To this end, the rights of The university include:
- 4.2.1 to enter into undertakings such as this one, in order to ensure delivery of competent graduates; and
  - 4.2.2 to make use of independent contractors to facilitate placement of students and/or monitoring the prerequisite WIL of students at suitable Training Hosts.
- 4.3 The university undertakes to provide the Students with:
- 4.3.1 Work-integrated learning materials, frameworks and guidelines to facilitate the required learning and the production of evidence of such work-integrated learning, e.g. portfolio guidelines or project specifications; and
  - 4.3.2 documents to record the work-integrated learning acquired /completed, e.g. logbooks.
- 4.4 The university undertakes to present the Training Host with:
- 4.4.1 the learning specifications and outcomes with regard to the required work-integrated learning; and

4.4.2 guidelines for workplace mentoring.

## 5. Term

5.1 The undertaking will commence on \_\_\_\_\_ 20 \_\_ and terminate on \_\_\_\_\_ 20 \_\_.

5.2 Notwithstanding the provisions of this Undertaking, a party may during the currency of this Undertaking, terminate the Undertaking by giving one month's written notice to all the other parties.

## 6. Qualifications

The Training Host is hereby authorised to offer the work-integrated learning services and support the Student in the courses to be listed in an annexure, as amended by the parties from time to time and shall be attached to this undertaking as **Annexure "A"**.

## 7. Monitoring Committee

7.1 A Monitoring Committee shall be established to monitor the implementation of this undertaking.

7.2 The Monitoring Committee shall deal with all problems and queries arising from the implementation of this undertaking in so far as it is able.

7.3 The Monitoring Committee shall comprise nominees of each party and shall elect from its members a secretary and chairperson.

7.4 The Monitoring Committee shall meet as and when necessary for the purposes envisaged in this undertaking, at a date, time and venue reasonably agreed upon by the parties.

7.5 The parties shall attend meetings of the Monitoring Committee at own expense.

## 8 Appointment of Training Supervisor

8.1 The Training Host shall at own cost and risk provide Training Supervisors / Mentors to render the training services and support in terms of this undertaking.

8.2 The Training Host shall, at the request of the university, provide timeously a list of Training Supervisors / Mentors to the university together with any further information required by the university.

8.3 the university shall incur liability subject and limited to the provisions of the university's liability insurance policy, with regard to any or all claims arising out of the appointment of the Training Supervisors / Mentors and/or the provision of services in terms of this undertaking.

8.4 The Training Supervisors/Mentors shall:

8.4.1 be suitably qualified and experienced; and

8.4.2 be selected and appointed in participation with the university.

## **9. Intellectual Property Rights**

It is acknowledged and accepted by the parties that should they, in the performance of duties, generate any work or creation, irrespective of the form or format thereof which by its nature is capable of assuming intellectual property rights, then the intellectual property rights shall vest in the university, subject to the provisions of the Intellectual Property Rights from Publicly Financed Research and Development Act no 51 of 2008.

## **10. Validity/Severability**

In the event that any of the terms of this undertaking are found to be invalid, unlawful or unenforceable, such terms shall be severable for the remaining terms, which shall continue to be valid and enforceable. Any invalid term is capable of amendment to render it valid if the parties agree to negotiate an amendment to remove the invalidity.

## **11. South African Law**

This undertaking or the interpretation of any of the clauses of this undertaking shall be governed in accordance with the laws of South Africa.

## **12. Cession, Delegation or Assignment**

The Parties shall not be entitled to cede, delegate, sub-contract or transfer any of its rights and obligations in terms of this Undertaking to any person, unless the prior written consent of all the other parties have been obtained.

## **13. General**

13.1 This undertaking constitutes the entire undertaking between the parties who acknowledge that there are no other oral or written understandings or undertakings between them relating to the subject matter of this undertaking.

13.2 No amendment or consensual cancellation of this undertaking, provision or term thereof or of any undertaking, bill of exchange or other document issued or executed pursuant to or in terms of this undertaking and no settlement of any disputes arising under this undertaking and no extension of time waiver or relaxation or suspension of any of the provisions or terms of this undertaking or of any undertaking, bill of exchange or other document issued pursuant to or in terms of this undertaking shall be binding unless recorded in a written document signed by the parties.

**SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.**

**AS WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_ for the university (Main signatory)

\_\_\_\_\_

\_\_\_\_\_ for the university (Co-signatory)

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ .

**AS WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_ Training Host

\_\_\_\_\_

\_\_\_\_\_ NAME IN FULL OF DULY AUTHORIZED REPRESENTATIVE

\_\_\_\_\_

**Annexure "A"**

Name/s of module/s:

.....

Code/s of module/s:

.....

Name of the qualification:

.....

## MEMORANDUM OF AGREEMENT

This Work-integrated Learning Agreement is entered into between:

### The UNIVERSITY

A legal entity established as a Public Provider of Higher Education  
in terms of section 20, read with section 23(3)(a)  
of the Higher Education Act 101 of 1997, as amended  
Hereinafter referred to as **the university**

Herein duly represented by \*insert name of Executive Dean\*  
in her/his capacity as Executive Dean

of the College .....

and herein duly represented by .....

in her/his capacity as Director of the School .....

and

.....  
(Name of the organisation)  
hereinafter referred to as the **Training Host**  
duly represented, by.....  
in her/his capacity as.....

and

.....  
(Title, surname & initials)  
hereinafter referred to as the **Training Supervisor / Mentor**

and

.....  
(Surname, initials and student number)  
hereinafter referred to as the **Student**  
The student, which is required to undergo prerequisite WIL  
as part of her/his studies towards the university qualification

Hereinafter jointly referred to as the parties

## 1. Definitions

In this agreement, unless the context otherwise indicates:

- 1.5 **Work-integrated learning** means (in accordance to the university's 24 June 2011 Council approved Experiential Learning Policy) educational activities that integrate theory and practice in work-based contexts. These learning activities are assessed by the university and contribute to exit-level outcomes of a qualification.
- 1.6 **Training Host** means an organisation that serves as *host* to the university's student with regard to prerequisite work-integrated learning. The university, as higher education institution, is dependent upon commerce; industry; central, provincial and local government; non-profit organisations and community settings to provide the students of specified academic programmes with the relevant real-life experiences in order to complete certain prerequisite WIL outcomes.
- 1.7 **Training Supervisor / Mentor** means the individual to whom the University student is assigned for her/his work-integrated learning. This person normally serves as workplace mentor that helps the student to recognise her/his strengths and weaknesses in his/her work; develop existing and new abilities, and to gain knowledge of work practices.
- 1.8 **Work-integrated learning outcomes** means learning outcomes determined during the curriculum development process, through an analysis of the vocational context, and translated into WIL learning guidelines for the student, guidelines for the workplace mentor and monitoring criteria. The learning requirements may include any one or more of assignments, reports, log books, journals, portfolios, projects or other, as specified for the module / subject.

## 3. The Training Host

- 2.1 In the case where the **Training Host** is the student's current employer, the existing employee-employer relationship is not affected by this agreement.
- 2.2 Subject to clause 2.1, and with regard to all students, the following rights of the Training Host apply:
  - 2.2.1 to select one or more students in terms of organisational capacity to provide relevant work-integrated learning;
  - 2.2.2 to specify the hours of presence of the student(s) and at which working site, in order for the relevant work-integrated learning to take place;
  - 2.2.3 to expect productive work from the student(s), as per this learning agreement;
  - 2.2.4 to ensure that the student adheres to reasonable instructions and complies to standard operating and/or health and safety procedures;
  - 2.2.5 to discipline the student, in accordance with organisational procedures and acceptable standards; and

2.2.6 to ensure non-disclosure by the student of confidential or sensitive matters.

2.3 The Training Host undertakes:

2.3.10 to appoint a Training Supervisor / Mentor with regard to the agreed work-integrated learning of the student(s);

2.3.11 to provide thorough induction and orientation to the student(s) with regard to the relevant organisational policies, operations and procedures, including occupational health and safety;

2.3.12 to ensure a safe work environment, which complies with the relevant occupational, health and safety conditions; and to provide the necessary safety equipment and clothing;

2.3.13 to provide the student(s) with the relevant learning environment and facilities to enable accomplishment of the relevant work-integrated learning outcomes, as specified by The university;

2.3.14 to ensure mentoring, which will enable the student(s) to recognise strengths and weaknesses in his/her/their work, to develop existing and new abilities, and to gain knowledge of work practices;

2.3.15 to assess the performance and the quality of the work-integrated learning evidence of the student(s);

2.3.16 to verify the work-integrated learning records of the student(s);

2.3.17 to allow reasonable access to the university to assess the progress and content of the work-integrated learning of the student(s); and

2.3.18 to inform The university of any problems experienced and/or recommended changes.

**3. The Student**

3.1 Ultimately, the Student is responsible to ensure s/he completes the prerequisite WIL requirements. In this endeavour and with regard to this learning agreement, the rights of the Student are:

3.2.8 not to be exploited by the Training Host;

3.2.9 to be provided an adequate work-integrated learning environment, reasonable access to facilities and to be mentored;

3.2.10 to be provided with personal protective equipment and to receive work-integrated learning in respect of the use and limitation thereof;

3.2.11 to raise grievances in accordance with the Training Host's procedures; and

3.2.12 to fair and objective assessment of the work-integrated learning offered at the Training Host.

- 3.3 The Student undertakes:
- 3.3.1 to apply her/himself diligently to her/his work-integrated learning;
  - 3.3.2 to render productive work, as it relates to this work-integrated learning agreement;
  - 3.3.3 to self-manage her/his progress, timeous completion and quality of work-integrated learning evidence;
  - 3.3.4 to present work-integrated learning reports and/or logbooks to the Training Supervisor, for assessment and verification;
  - 3.3.5 to submit the required work-integrated learning evidence in good time to the university for evaluation;
  - 3.3.6 not to represent an interest which competes or conflicts with that of the Training Host; and
  - 3.3.7 not to take part in any labour dispute activities, unless entitled thereto through a formal employment relationship between the Student and the Training Host

#### **4. THE UNIVERSITY**

- 4.3 The university ultimately remains responsible for verifying the attainment of the predetermined WIL outcomes by individual students.
- 4.4 To this end, the rights of the university include:
- 4.4.1 to enter into agreements such as this one, in order to ensure delivery of competent graduates; and
  - 4.4.2 to make use of independent contractors to facilitate placement of students and/or monitoring the prerequisite WIL of students at suitable Training Hosts.
- 4.3 The university undertakes to provide the Students with:
- 4.3.3 Work-integrated learning materials, frameworks and guidelines to facilitate the required learning and the production of evidence of such work-integrated learning, e.g. portfolio guidelines or project specifications; and
  - 4.3.4 documents to record the work-integrated learning acquired /completed, e.g. logbooks.
- 4.4 The university undertakes to present the Training Host with:
- 4.4.3 the learning specifications and outcomes with regard to the required work-integrated learning; and

4.4.4 guidelines for workplace mentoring.

## 5. Term

5.3 The agreement will commence on \_\_\_\_\_ 20 \_\_ and terminate on \_\_\_\_\_ 20 \_\_.

5.4 Notwithstanding the provisions of this Agreement, a party may during the currency of this Agreement, terminate the Agreement by giving one month's written notice to all the other parties.

## 6. Qualifications

The Training Host is hereby authorised to offer the work-integrated learning services and support the Student in the courses to be listed in an annexure, as amended by the parties from time to time and shall be attached to this agreement as **Annexure "A"**.

## 7. Monitoring Committee

7.1 A Monitoring Committee shall be established to monitor the implementation of this agreement.

7.2 The Monitoring Committee shall deal with all problems and queries arising from the implementation of this agreement in so far as it is able.

7.3 The Monitoring Committee shall comprise nominees of each party and shall elect from its members a secretary and chairperson.

7.4 The Monitoring Committee shall meet as and when necessary for the purposes envisaged in this agreement, at a date, time and venue reasonably agreed upon by the parties.

7.5 The parties shall attend meetings of the Monitoring Committee at own expense.

## 8 Appointment of Training Supervisor

8.1 The Training Host shall at own cost and risk provide Training Supervisors / Mentors to render the training services and support in terms of this agreement.

8.2 The Training Host shall, at the request of the university, provide timeously a list of Training Supervisors / Mentors to the university together with any further information required by the university.

8.3 the university shall incur liability subject and limited to the provisions of the university's liability insurance policy, with regard to any or all claims arising out of the appointment of the Training Supervisors / Mentors and/or the provision of services in terms of this agreement.

8.4 The Training Supervisors/Mentors shall:

8.4.1 be suitably qualified and experienced; and

8.4.2 be selected and appointed in participation with the university.

## **9. Intellectual Property Rights**

It is acknowledged and accepted by the parties that should they, in the performance of duties, generate any work or creation, irrespective of the form or format thereof which by its nature is capable of assuming intellectual property rights, then the intellectual property rights shall vest in the university, subject to the provisions of the Intellectual Property Rights from Publicly Financed Research and Development Act no 51 of 2008.

## **10. Validity/Severability**

In the event that any of the terms of this agreement are found to be invalid, unlawful or unenforceable, such terms shall be severable for the remaining terms, which shall continue to be valid and enforceable. Any invalid term is capable of amendment to render it valid if the parties agree to negotiate an amendment to remove the invalidity.

## **11. South African Law**

This agreement or the interpretation of any of the clauses of this agreement shall be governed in accordance with the laws of South Africa.

## **12. Cession, Delegation or Assignment**

The Parties shall not be entitled to cede, delegate, sub-contract or transfer any of its rights and obligations in terms of this Agreement to any person, unless the prior written consent of all the other parties have been obtained.

## **13. General**

13.1 This agreement constitutes the entire agreement between the parties who acknowledge that there are no other oral or written understandings or agreements between them relating to the subject matter of this agreement.

13.2 No amendment or consensual cancellation of this agreement, provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the parties.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

AS WITNESSES:

\_\_\_\_\_

\_\_\_\_\_ for the university (Main signatory)

\_\_\_\_\_

\_\_\_\_\_ for the university (Co-signatory)

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

AS WITNESSES:

\_\_\_\_\_

\_\_\_\_\_ Training Host

\_\_\_\_\_

\_\_\_\_\_ NAME IN FULL OF DULY AUTHORIZED REPRESENTATIVE

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

AS WITNESSES:

\_\_\_\_\_

\_\_\_\_\_ Training Supervisor

\_\_\_\_\_

\_\_\_\_\_ NAME IN FULL OF DULY AUTHORIZED REPRESENTATIVE

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

AS WITNESSES:

\_\_\_\_\_

\_\_\_\_\_ The Student

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**Annexure A**

Name/s of module/s: .....

Code/s of module/s: .....

Name of the qualification: .....

DRAFT