

LEARNERSHIP PROGRAM - OPERATIONAL AGREEMENT BETWEEN ACFE SA 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 Certificate: Forensic Practitioner (CFP) Learnership programs managed by the Association of Certified Fraud Examiners – South Africa (ACFE SA).

B. Parties to the agreement

The parties to this agreement are ACFE SA and _____
(the employer engaging the trainees {learners} and providing the structured workplace training),
hereafter referred to as "the employer".

C. Term of the contract

The duration of this Agreement will be for a period of 2 (two) years. Only if the trainee does not have the necessary qualifications/experience will the agreement be extended to a 3 (three) year period. Notwithstanding anything to the contrary, any Party may terminate this Agreement for reasons of convenience by giving 30 (thirty) days written notice.

D. Duties and responsibilities of ACFE SA

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. Issue each learner and the employer with a TLB.
3. 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.
4. Appoint the TM presenters through the ACFE SA tender process.
5. In consultation with the employer(s) arrange a suitable venue for the presentation of the TM's.
6. Ensure that testing of knowledge transference has taken place at each TM, by instructing the presenter to conduct such evaluations as deemed fit.
7. Conduct evaluations for each TM pertaining to the content, ability/suitability of the presenter, venue; and address any shortfalls detected.
8. 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.
9. Liaise with the relevant SETA to ensure compliance with Skills Development legislation.

10. Facilitate, and if possible, provide for the training of assessors and mentors.
11. Report TM test results to the employer and the relevant SETA.
12. Conduct the final workplace assessment by the appointment of an independent assessor, and if requested by the employer, conduct ad hoc on site evaluations.
13. Issue certification to learners upon the successful completion of the program.
14. Oversee the writing of the CFE International Exam. Advise the employer and relevant SETA of outcomes.

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 ACFE SA for approval.
3. Where applicable, at the start of the program, record "RPL" (previous relevant experience) of learners in their TLB.
4. Ensure that the necessary work experience is obtained by the learner so as to achieve the requirements of the TLB.
5. Provide learner support by appointing mentors to guide the learners, and evaluators to conduct regular internal evaluations of progress in the TLB.
6. Enable the learner to attend the TM's that have been scheduled.
7. Ensure that payment has been effected prior the learner attending the learning module.

F. Conditions relating to cost factors

1. The employer agrees to the payment of an amount of R 35 000.00 or as set out in H 3 below (excl. VAT and CFE examination fees) per trainee for the presentation of the TMs on the invoicing terms as set out in clause G.
2. The employer agrees to the payment of the Entrance and Membership fee to ACFE SA for each learner, upon completion of requisite forms and upon invoice by ACFE SA. 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, and the full settlement of all invoicing relating to program presentation.
3. Subject to prior agreement, 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 E 1, and will be invoiced on the completion 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. the outsourcing of the evaluation function to ACFE SA) and any other reasonable related cost.

G. Cancellation/withdrawal clause

In the event of a learner withdrawing from the program once it has commenced, the employer agrees to the payment of a cancellation fee equal to 75% of the remaining cost of the TMs (refer to F 1).

H. Payment agreement and options

1. The employer agrees to the applicable payment conditions as set out in (E) and (F) above, and invoices are to be issued to the following address:

Contact person: _____ Tel: _____

E-mail: _____

2. Where an order form/purchase order is necessary to validate the invoice, ACFE SA will generate one quote for the total cost of the program, which will be valid for the generation of all following orders/invoices. The employer undertakes to provide the purchase order/order form to ACFE SA without delay, and to effect payments in an industry norm of 30 days after receipt of invoice.
3. In respect of F1 the employer agrees to the following payment arrangement: **(indicate and initial that which is agreed to)**

3.1 Payment of the full amount of R 35 0000.00 plus VAT (excl. CFE examination fees) on invoice at program commencement.

3.2 Payment against pro-rata invoices that will be issued before the completion of each training module (R1350p/p/p/d excl. VAT).

X Initial

I. Intellectual Property

ACFE SA acknowledges that the Employer's trademarks, service marks, label designs, product or service identifications, artwork and other symbols and devices associated with the Employer's products and services (collectively, the "Employer's Marks") are and shall remain the property of the Employer or its affiliates or licensors, as applicable. Nothing in this Agreement shall be construed to provide any proprietary rights to ACFE SA in the Employer's Marks.

The employer and trainee acknowledge that there is a copyright on all material distributed by the ACFE SA during the lectures and the employer agree that the content of the material as well as all trademarks, service marks, label designs, product or service identifications, artwork and other symbols and devices associated with the ACFE SA products and services (collectively, the "ACFE Marks") are and shall remain the property of the ACFE and ACFE SA or its affiliates or licensors, as applicable. All ownership, rights, responsibilities and liability in this regard accrue to the ACFE SA.

The employer and trainee acknowledge that the material distributed by the ACFE is solely for the use of the trainee to which the material is issued. The material may not be published, distributed to any third party or used for any other purpose whatsoever.

J. Confidentiality

The Parties agree that this clause survives the termination or expiry of this Agreement and each Party undertakes not to use confidential information for any purpose other than the performance of its obligations under this Agreement;

ACFE SA may not disclose the contents of this Agreement, or the fact that the Employer is a client of ACFE SA, without the Employer's prior written consent.

After the expiry of this Agreement ACFE SA will return all confidential information to the Employer and shall not retain any extracts or copies of the confidential information, upon receipt of a written request from the Employer.

K. 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 by way of the ADR process or, as last result, issue summons for specific performance of the defaulting party's obligations.

The ACFE SA may not make a claim or bring proceedings relating to the services or otherwise under this Agreement against any other subsidiary firm of the Employer or its subcontractors, members, shareholders, directors, officers, partners, principals or employees. The ACFE SA shall make any claim or bring proceedings only against the Employer.

The Employer may not make a claim or bring proceedings relating to the services or otherwise under this Agreement against the ACFE or its subcontractors, members, shareholders, directors, officers, partners, principals or employees. The Employer shall make any claim or bring proceedings only against the ACFE SA.

L. Domicilium

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

The ACFE SA

Physical address / Postal address
105 Nicolson Rd.
Block B Nicolson House,
Brooklyn Office Park,
Brooklyn,
Pretoria.

The Employer

Physical address / Postal address

M. Signatures of agreement

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

.....

Jaco de Jager on behalf of ACFE SA

being duly authorised thereto

Employer:

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

[signature].....(Print full name)

on behalf of _____ being duly authorised thereto

Witnesses 2:

[signature].....(Print full name)

[signature].....(Print full name)