



MEMORANDUM OF AGREEMENT

Entered into by and between:

THE WESTERN CAPE GOVERNMENT VIA ITS DEPARTMENT OF EDUCATION

(Herein represented by in his/her capacity as.....and duly authorised thereto)

(Herein referred to as "the Department")

and

a duly registered public school under the auspices of the Western Cape Education Department or TVET College under the auspices of the Department of Higher Education or government institution

(duly represented byin his/her capacity as)

(Hereinafter referred to as "the SCHOOL/TVET COLLEGE/GOVERNMENT INSTITUTION")

(collectively called as "the Parties")

WHEREAS the Parties have reached an agreement in terms of which the Department will transfer into the registered account of in the amount of R ("*the funds*") to the SCHOOL/TVET COLLEGE/GOVERNMENT INSTITUTION for the operational expenses incurred for the acquisition of:

- A. Venue and facilities
- B. Catering

The SCHOOL/TVET COLLEGE/GOVERNMENT INSTITUTION to accommodate ____ duly registered teachers, trainers, district officials, head office officials and directors for the event as set out in the attached proposal of the SCHOOL/TVET COLLEGE/GOVERNMENT INSTITUTION, a copy of which is annexed hereto, marked as "A" and incorporated herein ("*the proposal*").

SCHOOL/TVET COLLEGE/GOVERNMENT INSTITUTION has identified one plenary hall as the facility needed for the event. SCHOOL/TVET COLLEGE/GOVERNMENT INSTITUTION is in possession of a written agreement with the Department to use these premises for the intended purpose.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Department shall effect payment in the amount of _____ in one payment, through transfer payment, prior to the event date, subject to the following terms and conditions:

1. The SCHOOL/TVET COLLEGE/GOVERNMENT INSTITUTION hereby confirms that it takes full responsibility for the facility whilst it is utilized for the purpose for which it was acquired for the period as set out in the agreement between of the Parties.
2. The costs reflected in this agreement will be full and final payment to SCHOOL/TVET COLLEGE/GOVERNMENT INSTITUTION.
3. The funds may only be utilised for the purpose that has been agreed upon.
4. Funds shall be transferred into the designated account opened in the name of the SCHOOL/TVET COLLEGE/GOVERNMENT INSTITUTION as registered with the Western Cape Education Department or other government department.
5. Should any of the funds not be used as per the agreement, after the funds have been paid over, the relevant funds must immediately be refunded to the Department.
6. Expenditure vouchers, including cash cheques and attendance registers must be retained for audit purposes.
7. The SCHOOL/TVET COLLEGE/GOVERNMENT INSTITUTION grants authorised officials of the Western Cape Government, through its Institutional Development Officers, access to its financial records and these officials shall be entitled to inspect the SCHOOL/TVET COLLEGE/GOVERNMENT INSTITUTION records at its premises, after reasonable prior written notice of its intentions to do so has been furnished.
8. Should the SCHOOL/TVET COLLEGE/GOVERNMENT INSTITUTION breach any or all of the conditions as set out in this agreement, and fail to remedy such breach within 30 days of receiving such written notice from the Department requiring it to do so, the Department, without detriment to any other remedy which may be available to it in law, shall be entitled to cancel this agreement and claim back all allocated funds with interest.

9. This memorandum of agreement constitutes the sole and only agreement between the parties pertaining to the subject matter thereof and no amendments thereto shall be of any force or effect unless reduced to writing and signed by both parties.
10. If any of the clauses of this agreement are found to be invalid or not binding on the parties, such finding will not affect the validity of this agreement and the parties agree to be bound by the other provisions of the agreement.

SIGNED AT **ON THIS** **DAY of** **201x**

THE DEPARTMENT (Herein represented by
 in his/her capacity as)

AS WITNESS:

1.
2.

SIGNED AT **ON THIS** **DAY of** **2016**

**SCHOOL/TVET COLLEGE/GOVERNMENT
 INSTITUTION**
 (Herein represented by..... in his
 capacity, as Principal/CEO/MANAGER,
 duly authorised thereto)

AS WITNESS:

1.
2.