



Reference: 20170404-9737
5/1/7/4
Enquiries: JT Solomons

Circular: 0019/2017
Expiry date: None

To: Deputy Directors-General, Chief Directors, Directors, all Deputy Directors, SCM Officials and SCM Champions

Short summary: *Procedures and tariffs for official gatherings (seminars, workshops, training sessions, forum meetings and conferences).*

Subject: Revised procedures and tariffs for official gatherings (seminars, workshops, training sessions, forum meetings and conferences)

1. This circular serves to repeal Circular 0032/2016.
2. The Western Cape Education Department (WCED) has adopted the following process:
 - 2.1 WCED institution and/or higher education institution venues may be used for official gatherings. Such events require a Memorandum of Agreement (MOA), incorporating the contents of the attached draft MOA (attached as Annexure A), which must be entered into through the signing thereof by both parties before the commencement of the specific event. The WCED signatory must at least be at the level of Director.
 - 2.2 The costs and the terms and conditions applicable to both parties must be specified in the MOA without any ambiguity. These costs may include reasonable compensation for the additional expenses the institution will incur through the increased use of electricity, water (use of toilets), toilet paper and any audiovisual facilities and/or security services provided by the institution.
 - 2.3 Some WCED and/or higher education institutions may offer catering as part of the required service. In such instances expenditure limits will apply and must be documented in the MOA.

- 2.4 The daily allowance (expenditure limits), as per the Provincial Guidelines, are as follows:

Meal/Beverage (non-alcoholic)	Maximum daily allowance (2017/18)
Lunch	R67,20(per day)
Coffee/Tea/Cold drink (entire day)	R21,72 (per day)

- 2.5 This daily allowance is revised annually by the Department of the Premier (DotP). The agreed costs will be paid to the relevant institution through transfer payments as agreed to between the parties in the MOA. No provision is made for a tariff for breakfast and supper as the relevant responsibility manager will have to motivate this specifically for approval at the level of the relevant Branch Head (Deputy Director-General).
3. Should no suitable WCED and/or higher education institution facility be available, the facilities of another government department or those of municipalities may be used. In this instance the accepted principle of obtaining the required service from the government sector applies and the cost quotation must be agreed to and documented in an MOA.
4. However, if no suitable facilities are available from the WCED and/or higher education institutions or other government departments or municipalities, the normal procurement procedures for the sourcing of a facility and catering will apply. In such instances, the parameters will be within the DotP guideline of R85,14 per person, per day. However, responsibility managers must ensure that the benefits of economies of scale are derived from the service provider by negotiating reduced costs, where possible.
5. An attendance register must be kept at all gatherings and all attendees must sign this register on each day of attending the gathering. The signed attendance register must be included as part of the transfer payment documents as proof of attendance.
6. Official gatherings lasting longer than one day must be avoided as far as possible because of the cost implications. However, should it be imperative that multiple-day gatherings/events be arranged, the MOA entered into must specify the method of reimbursement for catering services on the first and subsequent days. In this regard it is important that managers ensure that the RSVP process is implemented and strictly adhered to. Service providers will be compensated for preparing catering for the full expected attendee list for day one and the actual attendees on subsequent days.
7. When WCED facilities are used as a venue, the existing Policy for Air Travel, Road Transport and Accommodation for Official Purposes will apply to those delegates who, of necessity, require overnight accommodation at hotels, guest houses, etc.

8. These procedures apply as from 01 June 2017 and must be brought to the attention of all concerned.

SIGNED: BK SCHREUDER

HEAD: EDUCATION

DATE: 2017-05-06



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..... 201x

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

AS WITNESS:

1.
2.