



Verwysing: 20170404-9737
5/1/7/4
Navrae: JT Solomons

Omsendbrief: 0019/2017
Vervaldatum: Geen

Aan: Adjunk-direkteurs-generaal, Hoofdirekteure, Direkteure, alle Adjunk-direkteure VB-amptenare en VB-kampioene

Kort opsomming: *Prosedures en tariewe vir amptelike vergaderings (seminare, werksessies, opleidingsessies, forumvergaderings en konferensies).*

Onderwerp: Hersiene prosedures en tariewe vir amptelike vergaderings (seminare, werksessies, opleidingsessies, forumvergaderings en konferensies)

1. Hierdie omsendbrief herroep Omsendbrief 0032/2016.
2. Die Wes-Kaap Onderwysdepartement (WKOD) het die volgende proses goedgekeur:
 - 2.1 WKOD-inrigtings- en/of hoër-onderwysinrigtingslokale kan vir amptelike vergaderings gebruik word. Sodanige vergaderings vereis 'n samewerkingsooreenkoms (SWO), wat die inhoud van die aangehegte konsep-SWO (aangeheg as Bylae A) inkorporeer. Hierdie ooreenkoms moet voor die aanvang van die spesifieke geleentheid deur albei partye aangegaan en onderteken word. Die WKOD-ondertekenaar moet ten minste op direkteursvlak wees.
 - 2.2 Die koste en die bepalings en voorwaardes wat op albei partye van toepassing is, moet sonder enige dubbelsinnigheid in die SWO gespesifiseer word. Hierdie koste kan redelike vergoeding vir addisionele uitgawes insluit wat die inrigting moet aangaan deur die toenemende gebruik van elektrisiteit, water (gebruik van toilette), toiletpapier en enige oudiovisuele fasiliteite en/of sekuriteitsdienste wat deur die inrigting voorsien word.
 - 2.3 Sommige WKOD- en/of hoër-onderwysinrigtings kan spyseniering as deel van die verlangde diens aanbied. In sodanige gevalle sal bestedingsbeperkings van toepassing wees en moet dit in die SWO gedokumenteer word.

- 2.4 Die daaglikse toelae (bestedingsbeperkings), volgens die Provinsiale Riglyne, is soos volg:

Maaltyd/Drankie (nie-alkoholies)	Maksimum daaglikse toelae (2017/18)
Middagetete	R67,20 (per dag)
Koffie/Tee/Koeldrank (hele dag)	R21,72 (per dag)

- 2.5 Hierdie daaglikse toelae word jaarliks, deur die Departement van die Premier (DvdP), hersien. Die ooreengekome koste sal deur oordragbetalings aan die betrokke inrigting betaal word, soos ooreengekom tussen die partye in die SWO. Geen voorsiening word vir 'n tarief vir ontbyt en aandete gemaak nie, aangesien die verantwoordelike bestuurder hierdie spesifieke goedkeuring op die vlak van die betrokke takbestuurder (Adjunk-Direkteur-Generaal) moet motiveer.
3. Indien geen gepaste WKOD- en/of hoër-onderwysinrigtingsfasiliteit beskikbaar is nie, kan fasiliteite van ander staatsdepartemente of munisipaliteite gebruik word. In hierdie geval is die aanvaarde beginsel van die verkryging van die verlangde diens van die staatsektor van toepassing, en die kostekwotasie moet ooreengekom en in die SWO gedokumenteer word.
4. Indien geen WKOD- en/of hoër-onderwysinrigtingsfasiliteite of ander staatsdepartement óf munisipaliteite egter beskikbaar is nie, sal die normale verkrygingsprosedures vir die verkryging van 'n fasiliteit en spyseniering van toepassing wees. In sodanige gevalle, sal die parameters binne die DvdP se riglyne van R85.14 per persoon per dag wees. Die verantwoordelike bestuurders moet egter, waar nodig, seker maak dat die voordele van skaalbesparings van die diensverskaffer verkry word deur kostevermindering te onderhandel.
5. 'n Bywoningsregister moet by alle vergaderings gehou word, en alle deelnemers moet hierdie register elke dag van die vergadering teken. Die getekende bywoningsregister moet as deel van die oordragbetalingsdokumente ingesluit word as bewys van bywoning.
6. Amptelike vergaderings wat langer as een dag duur moet so vër moontlik weens koste-implikasies vermy word. Indien dit egter noodsaaklik is dat geleenthede/vergaderings vir meer as een dag gereël word, moet die SWO wat aangegaan is die metode van terugbetaling vir spysenieringsdienste op die eerste en tweede of latere dae spesifiseer. In hierdie verband is dit belangrik dat bestuurders seker maak dat die RSVP-proses geïmplementeer en streng nagekom word. Diensverskaffers sal vergoed word vir die voorbereiding van spyseniering vir die volle bywoningslys op die eerste dag en die werklike bywoning vir die daaropvolgende dae.

7. Wanneer WKOD-fasiliteite as 'n lokaal gebruik word, sal die bestaande Beleid oor Lugvervoer, Padvervoer en Verblyf vir Amptelike Doeleindes van toepassing wees op daardie afgevaardigdes wat noodwendig vereis word om by hotelle, gastehuse ensovoorts te oornag.
8. Hierdie prosedures sal vanaf 01 Junie 2017 van krag wees en moet onder die aandag van alle betrokkenes gebring word.

GETEKEN: BK SCHREUDER
HOOF: ONDERWYS
DATUM: 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.