



MEMORANDUM OF AGREEMENT

Entered into by and between:

THE WESTERN CAPE GOVERNMENT VIA THE WESTERN CAPE DEPARTMENT OF EDUCATION

(Herein represented by **Mr William Jantjies** in his

Capacity as **Director: institutional Management and Governance** and duly authorised thereto)

(Herein referred to as "the Department")

and

.....

a duly registered WCED subsidized independent school or Institution (duly represented by in his/her capacity as)

(Hereinafter referred to as "the SCHOOL/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 aligned to the approved allocation for the SCHOOL/INSTITUTION ("*the funds*") to the SCHOOL/INSTITUTION for the **PRESIDENTIAL EMPLOYMENT INITIATIVE PROGRAMME FOR BASIC EDUCATION** ("*the Programme*") for the payment of either:

- A. Stipends to education- and schools assistants; or
- B. School Governing Body posts' salaries

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Department shall effect payment of the funds in tranches, through a transfer payment, prior to the effective payment date of the school's payroll, subject to the following terms and conditions:

1. The SCHOOL/INSTITUTION hereby confirms that it takes full responsibility for the management of the Programme for the period as set out in the agreement between of the Parties.
2. The payment approved for the SCHOOL/INSTITUTION for the Programme will be full and final payment to SCHOOL/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/INSTITUTION as registered with the Western Cape Education 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. Payroll sheets, including staff payslips and attendance registers must be retained for audit purposes.
7. The SCHOOL/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/INSTITUTION records at its premises, after reasonable prior written notice of its intentions to do so has been furnished.
8. Should the SCHOOL/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 2020

THE DEPARTMENT

(Herein represented by William JS Jantjies, in his capacity as Director: Institutional Management and Governance.)

AS WITNESS:

- 1.
- 2.

SIGNED AT ON THIS DAY of..... 2020

SCHOOL/INSTITUTION

(Herein represented by..... in his/her capacity, as Principal/MANAGER, duly authorised thereto)

AS WITNESS:

- 1.
- 2.