
Annexure A

MEMORANDUM OF AGREEMENT (MOA) – PYEI III

Entered into by and between:

**THE WESTERN CAPE GOVERNMENT (WCG) VIA THE WESTERN CAPE DEPARTMENT OF EDUCATION
(WCED)**

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

(Hereinafter referred to as “the DEPARTMENT”)

and

.....

a duly registered public school or institution under the auspices of the WCED (duly represented
by in his/her capacity as)
(Hereinafter referred to as “the SCHOOL/INSTITUTION”)

(collectively called “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 for the **PRESIDENTIAL YOUTH
EMPLOYMENT INITIATIVE PROGRAMME FOR BASIC EDUCATION – PHASE III** (“the programme”) for
the payment of:

- a. Governing body posts' salaries for education and general school assistants; and

- b. Unemployment insurance contributions of 2%, payable to the Unemployment Insurance Fund into the Unemployment Insurance Act, 2001 (Act 63 of 2001) and the Unemployment Insurance Contributions Act, 2002 (Act 4 of 2002).

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 the PARTIES.
2. The payment approved for the SCHOOL/INSTITUTION for the programme will be full and final payment to the 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 WCED.
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 auditing purposes.
7. The SCHOOL/INSTITUTION grants authorised officials of the WCG, 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 the conditions as set out in this agreement and fail to remedy such breach within 30 days of receiving 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 MOA 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 2022.

THE DEPARTMENT

(Herein represented by.....
in his/her capacity as)

AS WITNESS:

1.
2.

Signed at on this day of..... 2022.

SCHOOL/INSTITUTION

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

AS WITNESS:

1.
2.