

**MEMORANDUM OF AGREEMENT
(MOA)**

Between

THE PROVINCIAL DEPARTMENT OF EDUCATION

The PROVINCIAL DEPARTMENT OF EDUCATION represented by
_____ **in his/ her capacity as**

_____.

UWESO CONSULTING

Uweso Consulting, hereinafter referred to as the Service Provider, represented by Mokganyetsi Violet Sithole in her capacity as Chief Executive Officer.

And

_____. Hereinafter referred to as the Company, represented by
_____ in his/her capacity as _____.

1. Preamble

- 1.1 **Whereas** the PROVINCIAL DEPARTMENT OF EDUCATION and Uweso Consulting have undertaken to co-operate with each other in pursuit of the empowerment of the girl child; and
- 1.2 **Recognising** that _____ is a duly registered company in terms of the laws of the Republic of South Africa, who wishes to support the PROVINCIAL DEPARTMENT OF EDUCATION in its objective.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

2. Parties

2.1 The parties to this MOA are:

- 2.1.1 The PROVINCIAL DEPARTMENT OF EDUCATION
- 2.1.2 The Service Provider
- 2.1.3 The Company

3. Definitions

For the purposes of this MOA, unless otherwise stated -

- 3.1 "Techno-Girl" - means a programme that focuses on increasing the number of girls who have exposure to careers in scarce fields and increasing the number of girls who take careers within these fields – by the process of job shadowing (girl learners are placed in companies and other organisations, under the mentorship of people who work in these fields);

4. The PROVINCIAL Department of Education's Obligations

The PROVINCIAL DEPARTMENT OF EDUCATION undertakes to –

- 4.1 Provide overall programme leadership
- 4.2 Overall management of District and School participation in the Techno Girl programme
- 4.3 Identify and appointment of PROVINCIAL DEPARTMENT OF EDUCATION co-ordinator
- 4.4 Provide support to District office Co-ordinators to implement Techno Girl programme
- 4.5 Facilitate the co ordination of the programme
- 4.6 Ensure effective communication
- 4.7 Liaise with PROVINCIAL DEPARTMENT OF EDUCATION stakeholders on programme issues and arrangements
- 4.8 Co-ordinate selection of girls
- 4.9 Conduct quality assurance on the selection of the Girl learners
- 4.10 Offer programme support to the participating schools and girls
- 4.11 Facilitate attendance of girl to orientation
- 4.12 Facilitate the transport of girls to orientation
- 4.13 Conduct quality assurance of all documentation before submitting to Uweso Consulting
- 4.14 Offer mentoring and coaching to girl learners
- 4.15 In partnership with the relevant District office conduct briefing and awareness sessions with participating school principals, co-ordinators, participating girls and parents
- 4.16 Participate in the review meetings
- 4.17 Submit programme documents before and after each job shadowing intake
- 4.18 Attend review sessions
- 4.19 Attend monthly project management meetings
- 4.20 Arrange and pay for orientation sessions
- 4.21 Facilitate attendance of girl learners to career guidance sessions
- 4.22 Submit girl profiles selected according to criteria to participate in Techno Girl programme
- 4.23 Actively promote the Techno-Girl programme in the provincial governments, municipalities as well as all the companies that provide services to the provincial governments;

DISTRICTS OFFICES:

- 4.24 Appoint Techno Girl co-ordinator
- 4.25 Facilitate the appointment of Techno Girl co-ordinators at all participating schools
- 4.26 Select participating schools and girls according to criteria
- 4.27 Conduct briefing sessions of girls and principals and parents
- 4.28 Organise review sessions of participating girls and principals
- 4.29 Ensure programme communication
- 4.30 Liaison with school and other district stakeholders
- 4.31 Offer programme support to schools
- 4.32 Collect programme documents from school co-ordinator
- 4.33 Participate in review meetings
- 4.34 Attend all relevant Techno Girl meetings

SCHOOLS:

- 4.35 Appoint Techno Girl co-ordinator
- 4.36 Co-ordinate selection of girls according to criteria
- 4.37 Conduct briefing sessions of girls and their parents
- 4.38 Liaise with girls and parents
- 4.39 Collect and submit participating girls job shadowing reports
- 4.40 Collate and submit documentation for selection of girls to the District office
- 4.41 Participate in review meetings
- 4.42 Facilitate attendance of participating girls to all programme sessions
- 4.43 Attend all relevant Techno Girl meetings

DOCUMENTS TO BE SUBMITTED BY LEARNER:

- Learner Profile form
- Consent form
- Latest school report
- Learner monitoring questionnaire after each job shadowing intake

5. Company Obligations

The Company undertakes to-

- 5.1 Provide job shadowing opportunity by mentor a total of _____ girl learners during specified holiday periods;
- 5.2 Commit to pay a sum of R _____ per annum, commencing 2011 up to and including 2014 (period of four years);
- 5.3 Appoint a job-shadowing co-ordinator
- 5.4 Explain Company specific rules, regulations, safety and security policies and any other information deemed necessary, to girls
- 5.5 Attend orientation session with girls
- 5.6 Assign mentors to girls in identified career fields for the duration of the job shadowing period
- 5.7 Expose girls to technical areas of the business operations
- 5.8 Assist learners by guiding them in choosing the relevant subjects and areas of study at tertiary level, as required by the chosen career (planning their higher Education phase)
- 5.9 Hand out the transport and food stipend to girls on a daily basis
- 5.10 Conduct a closing session for the learners on the last day of each job shadowing period
- 5.11 Take photographs of girls during the job shadowing period
- 5.12 Prepare and submit post job-shadowing feedback reports, photographs and stipend envelopes
- 5.13 Attend review sessions

DOCUMENTS TO BE COMPLETED:

- Memorandum of Agreement
- Company monitoring questionnaire after each job shadowing intake
- Company requirement form

Roles and responsibilities of the partner company co-ordinator

- Develop and co-ordinate a structured job shadowing programme within the company
- Facilitate communication between Uweso Consulting and the Company
- Receive and welcome the girls
- Provide support to the girls for duration of the job-shadowing
- Co-ordinate the placement of girls in the various divisions of the company
- Brief divisional managers and supervisors on the placement and procedures of job-shadowing
- Explain specific rules, regulations and safety and security policies to the girls
- Submit the job-shadowing report and photographs of the girls
- Attend orientation and review sessions

6. Service Provider Responsibilities

The Service Provider undertakes to provide the following services-

- 6.1 Overall programme management
- 6.2 Business partnership mobilisation
- 6.3 Stakeholder management
- 6.4 Positioning and branding of programme
- 6.5 Mobilise companies to participate in the programme to increase girl intake annually
- 6.6 Mobilise funding from companies to fund programme costs and learner stipends
- 6.7 Fundraise for portion of project management costs
- 6.8 Conduct orientation of selected girls and participating companies
- 6.9 Submit monitoring reports
- 6.10 Submit yearly evaluation report
- 6.11 Design and manage database of participating girls and companies
- 6.12 Oversee staging of stakeholders year end event
- 6.13 Disburse girls stipends for travel and lunch to companies, where applicable
- 6.14 Organise, in consultation with PROVINCIAL DEPARTMENT OF EDUCATION, review meetings
- 6.15 Develop and implement a monitoring and evaluation system

DOCUMENTS TO BE COMPLETED:

- Placement list
- Job shadowing reports

7. Duration and Amendment of the MOA

- 7.1 The MOA will commence on the day of its signing and will remain in effect until December 2014 (four year period), after submission of the last evaluation report.
- 7.2 Amendments agreed to by the parties and signed shall be incorporated as an Addendum to the MOA.

8. Mutual Recognition

Either party to this MOA may take measures to promote the Techno-Girl job-shadowing programme in terms of this MOA, including media releases, provided that appropriate recognition is given to the contribution made by the other party and approval is sought from the other party before publication.

9. Termination

9.1 Either party may terminate this MOA at any time without penalty or further obligation upon the giving of 3 (three) months written notice to the other parties prior to the next job-shadowing intake.

10. Domicilium address and notices

10.1 The parties choose as their domicilium address, for all purposes arising from or pursuant to this MOA, as follows-

9.1.1 PROVINCIAL DEPARTMENT OF EDUCATION

9.1.2 Uwes Consulting
2nd Floor Roan House
263 Kent Ave
Randburg
2194

9.1.3 _____

VAT NO: _____

Or such other address in the Republic of South Africa, not being a post office box or *poste restante*, of which a party may notify the other in writing.

10.2 Any notice given in terms of this MOA must be given in writing and must –

- 9.2.1 If delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
- 9.2.2 if delivered by registered post be deemed to have been duly received by the addressee 5 (five) days after it was sent;
- 9.2.3 if delivered by recognized courier service, be deemed to have been received by the addressee on the first business day following the date of such delivery by the courier service concerned; and
- 9.2.4 if transmitted by facsimile be deemed to have been received by the addressee 1 (one) business day after dispatch

10.3 Despite anything to the contrary contained in this MOA, a written notice or communication actually received by one of the parties from the other is deemed to be adequate written notice or communication to such party.

11. Dispute Resolution

11.1 Any dispute resulting from this MOA shall be resolved by means of joint cooperation or discussion between the signatories to this MOA, within two weeks after dispute arises.

11.2 Should the dispute not be resolved in the aforesaid manner, then it shall be resolved by way of arbitration in accordance with the rules of the Arbitration Foundation of South Africa by a single arbitrator whose decision in this regard shall be final and binding on both parties.

11.3 The arbitrator shall be a person appointed in writing by agreement between the parties. Should the parties not be able to agree upon the appointment of an arbitrator within 10 (ten) days of either requesting the appointment of an arbitrator, then the arbitrator shall be a person appointed for this purpose by the Arbitration Foundation of South Africa.

Signed at _____ this _____ day of _____ 2010

_____ As witness: _____

For and on behalf of **the PROVINCIAL DEPARTMENT OF EDUCATION**

(Duly authorized)

Signed at _____ this _____ day of _____ 2010

_____ As witness: _____

For and on behalf of **UWESO CONSULTING**

(Duly authorized)

Signed at _____ this _____ day of _____ 2010

_____ As witness: _____

For and on behalf of _____

(Duly authorized)