



Memorandum of Understanding/ Agreement

Between

(Preferred Trainer)

and

**The Chartered Institute of Government Finance, Audit and Risk
Officers
(in partnership with the National Treasury (NT))**

1. The Chartered Institute of Government Finance, Audit and Risk Officers (CIGFARO) herein referred to as CIGFARO having its office at 28 Fortress Street, Kempton Park, 1620. Telephone (011) 394 – 0879. Fax (011) 394 – 0886.
2.(the CIGFARO Preferred Trainer for unaccredited mSCOA training) herein referred to as 'the Preferred Trainer' and with the following details:

| | |
|--|--|
| Full name(s) | |
| Surname | |
| Identity number | |
| CIGFARO member | |
| Tax reference No (Preferred Trainer) if individual is to be paid | |
| Employer | |
| Employer Tax Ref. if | |

| | |
|------------------------|--|
| employer is to be paid | |
| Cellphone | |
| Telephone (w) | |
| Telephone (h) | |
| Email: | |
| Business address | |
| Postal address | |
| Residential address | |

3. The Programme for which this Memorandum of Understanding (MoU) and/ or Agreement is signed is to be known as the “Unaccredited *m*SCOA Training Programme” of the National Treasury in partnership with CIGFARO.
4. Whereas the Preferred Trainer is desirous of undertaking a joint project for the training of the said Programme with CIGFARO, the two parties to this Memorandum of Understanding, with the intention of both being legally bound, accept the following terms and conditions:
5. Coordination
 - 5.1 CIGFARO is responsible for arranging its own training (in terms of the Programme), training material and logistical arrangements related to such to enable training.
 - 5.2 The Preferred Trainer is responsible for arranging their own training (in terms of the Programme), training material and logistical arrangements related to such to enable training.
6. Responsibilities of CIGFARO
 - 6.1 CIGFARO to arrange all training for the Preferred Trainers, as and when required, including sending out invites, following up on attendance, and arranging for tea, coffee and light refreshments.
 - 6.2 CIGFARO to market the Preferred trainers by publishing their names and profiles on the CIGFARO website upon completion of the *m*SCOA knowledge test and refresher training course on the fundamentals and reporting requirements of *m*SCOA.
 - 6.3 CIGFARO must ensure that preferred trainers have access to the latest *m*SCOA training materials and may create a trainer’s portal from where trainers can download the latest *m*SCOA training materials or forward the materials to the Preferred trainers until such a portal is in place. The portal will also be used by the Preferred trainers to upload their

monthly training schedules, attendance registers, feedback forms and quarterly reports on the training provided.

- 6.4 CIGFARO will provide trainers that have successfully completed the knowledge test and refresher course on the fundamentals and reporting requirements of mSCOA with the relevant login details to the trainer's portal.
- 6.5 CIGFARO will charge a non-refundable initial registration fee and thereafter an annual renewal fee for the administration of the development and maintenance of the portal. Fees will differ for CIGFARO members and non-members and will be calculated annually based on cost drivers.
- 6.6 CIGFARO may assist Preferred trainers on request with arranging venues, refreshments and the printing of training materials at a cost reflective fee and such requests must be submitted to CIGFARO at least 14 days prior to the training taking place. *It must be emphasized that training materials should not be purchased in bulk, but should be orders in line with the number of confirmed delegated as regular updates will be made to the materials by the National Treasury.*
- 6.7 CIGFARO to maintain the list and profiles of Preferred trainers on the CIGFARO website, including removing the names of trainers in the employ of the state (until such time that they are not in the employ of the state), those who misrepresent themselves in their adverts, those who brings NT and CIGFARO into disrepute during the training, and those who did not pass the practical demonstration within the required period of time.
- 6.8 CIGFARO to revoke access to the trainers portal of those trainers whose names are removed from the website for the reasons specified in this document.
- 6.9 Upon the successful completion of a specific training module, CIGFARO will issue the respective Preferred trainer with a certificate indicating that they are competent to provide unaccredited mSCOA Training on the applicable training module.
- 6.10 CIGFARO has the prerogative to use the trainers for mSCOA training arranged by CIGFARO. This will be done in terms of CIGFARO's own requirements. Trainers will be given an equal opportunity to participate in such offers to train, regardless of their location.
- 6.11 CIGFARO will provide NT with a consolidated report, in the required format as prescribed by National Treasury, on the training provided by the Preferred Trainers and CIGFARO on a quarterly basis by the last day of the month following the quarter.
- 6.12 CIGFARO must provide Preferred trainers with the required format for the attendance registers to register trainee attendance, training evaluation/feedback forms and a template for the monthly consolidated report on the training provided;
- 6.13 CIGFARO and NT will conduct unannounced visits to monitor the quality of training provided.

- 6.14 Provide timely clarifications regarding the use of the trainers portal and any other necessary information to the Preferred Trainer.
- 6.15 Shall maintain records of all trainees and Preferred Trainers participating in the Programme.

7. Responsibilities of the Preferred Trainer

The Preferred Trainer shall;

- 7.1 Submit brief profiles to be published on the CIGFARO website, including:
 - 7.1.1 Shoulder length high resolution photo
 - 7.1.2 Name
 - 7.1.3 Current employer
 - 7.1.4 Brief biography
 - 7.1.5 Experience related to mSCOA implementation and training
 - 7.1.6 References of municipalities where mSCOA training was provided (i.e. names of municipalities, contact person at municipality and contact details)
NB: National Treasury cannot be used as a reference as this will be a conflict of interest
- 7.2 May arrange their own practical demonstration with their municipal clients or an acceptable audience approved by the National Treasury may or request NT to arrange such a session for them. In the case where NT arranges the practical demonstration on behalf of the trainers, no remuneration will be paid to the trainer and the travel cost will be for the trainer's own account.
- 7.3 In cases where trainers are arranging their own training, they should provide National Treasury with reasonable dates (at least 14 days in advance) to allow National Treasury enough time to make arrangements to conduct such an assessment.
- 7.4 Trainers that attended the refresher training will be given a period of 3 months after the release of the training materials to complete the practical assessment part of the training, failing which their names will be removed from the CIGFARO website.
- 7.5 Trainers that have failed to demonstrate their ability to successfully present the training to a municipal audience, will be given another opportunity to demonstrate their ability, but this should still be done within a period of 3 months after the release of the course materials.
- 7.6 The prerequisites to obtain access to the training materials to the preferred trainers are that the preferred trainers must have:
 - 7.6.1 Passed the knowledge test and completed the refresher training course on the fundamentals and reporting requirements of mSCOA.
 - 7.6.2 Accepted the terms and conditions – whether on the portal or in writing.

- 7.6.3 Provided NT with dates for the practical demonstration assessment or requested NT in writing to arrange such a practical demonstration on their behalf.
- 7.7 Upon the successful conclusion of the practical demonstration part of the training, training, the Preferred trainer will be responsible to arrange his/her own training (in terms of the Programme), negotiate the cost for such training with the user of the training, prepare his/her own training material and make his/her own logistical arrangements related to such to enable their training. All price negotiations will be directly between the Preferred trainer and his/her client.
- 7.8 Ensure that they are registered on the Central Suppliers Database of the National Treasury and any other relevant provincial or municipal database required to do business with these government stakeholders.
- 7.9 Be responsible to arrange his/her own travel, accommodation as well as the cost and any other related costs associated with the provision of unaccredited mSCOA training.
- 7.10 Trainers must submit the following documents via the trainers portal or directly to CIGFARO until such time that the portal is in place:
- 7.10.1 Monthly training schedule for the ensuing month by the 1st working day of every month
 - 7.10.2 Agenda's, completed evaluation forms and attendance registers within 5 working days after the training took place.
 - 7.10.3 Monthly progress reports on mSCOA training in the prescribed format within 5 working days after the end of the month end.
- 7.11 Trainers who do not submit the required documents will be removed from the website and their access to the trainers portal will be revoked.
- 7.12 Facilitate training professionally and to the best of his/her ability and in a manner that is and can be seen to be independent (also from his/her employer/ any service provider/ any system).
- 7.13 Continuously update/ improve his/her knowledge of the subject matter to ensure the highest quality of training that are relevant and beneficial to trainees and the Programme.
- 7.14 The CIGFARO preferred trainer for unaccredited mSCOA training represents the National Treasury and CIGFARO when using the National Treasury training materials. Any trainer that brings National Treasury or CIGFARO into disrepute during such a session, or that discredits, disregards or questions the views of National Treasury during such a session, will be removed as a CIGFARO preferred trainer for unaccredited mSCOA training.
- 7.15 It is important that trainers access the trainers portal to download the training materials or obtain the latest materials from CIGFARO until such time that the trainers portal is in

place EVERY time when they prepare for a training session as the materials will be updated as and when required and trainers will not be allowed to use outdated materials.

- 7.16 Trainers are not allowed to amend the training materials in any way, unless they have prior permission from the National Treasury.
- 7.17 Training materials may be printed professionally at an external printer or from an office printer.
- 7.18 If documents are not printed by a professional printing service provider, the following rules shall apply;
 - 7.18.1 It must be printed or copied on a high-quality high-resolution printer and or photocopier
 - 7.18.2 The full presentation/manual/ document must be printed and not just extracts from the document to save cost
 - 7.18.3 Documents can be printed back-to-back
 - 7.18.4 Documents must be printed in full colour as some of the diagrams will not be readable in black or white
 - 7.18.5 All documents must be packaged professionally.
- 7.19 The above will be one of the criteria points that will be checked during ad hoc quality control visits.
- 7.20 Preferred trainers that prefer CIGFARO to print the materials for them may arrange this with CIGFARO at a cost reflective fee.
- 7.21 A breach in any of the above stipulations regarding training materials or the misuse of the mSCOA training materials that was developed by NT will result in the trainer being stripped from his/her status as a CIGFARO preferred trainer on mSCOA and his/her access to the training portal will be revoked.
- 7.22 Should trainers have any suggestion on improvements/corrections to the training materials, they should submit such on the trainers portal or directly to the National Treasury Project Manager for consideration until such time that the portal is in place.

8. Indemnity

- 8.1 The Preferred Trainer hereby agrees jointly and severally to indemnify CIGFARO and the National Treasury, their representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of the Preferred Trainer's liabilities and all charges, taxes, etc.

8.2 Similarly, CIGFARO and the National Treasury shall not be liable to indemnify/compensate the Preferred Trainer on account of any losses arising due to the fault of CIGFARO or the National Treasury.

9. Force Majeure

In the event of non-fulfillment of the contract terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither the Preferred Trainer nor CIGFARO shall be held responsible for any loss or consequential loss.

10. Liabilities

CIGFARO shall not, however, be liable for any financial transactions arising from a contract between the preferred trainer and the municipality he/she is providing training to.

11. The Preferred Trainer shall ensure that all its software is legal. CIGFARO shall not be responsible in any way for any liabilities arising out of use of pirated software.

12. The ownership of all course outlines, training material and training presentations developed for and used in this Programme belongs to the National Treasury. As such copyright of such fully vests with the National Treasury. The Preferred Trainer or his/her company/ employer may not copy or use such in any way without the express written approval of the National Treasury.

13. Trainers will be responsible for making special arrangement in case of being unable to provide training to the municipality they have entered into an agreement with.

14. Electronic attendance certificate will be issued centrally by CIGFARO thereof costs will be built on registration fee.

15. When you reapply, you will be liable to pay a reinstatement fee of R1500.

16. Breach of Agreement

CIGFARO shall have the right to terminate the agreement with the Preferred Trainer, in case the Preferred Trainer either fails to provide the services successfully as mentioned in the MoU/ Agreement or violates any of the clauses mentioned in this MoU/ Agreement or breach the code of ethics/ non-disclosure agreement/ good corporate governance disclosure or misuses the partnership with CIGFARO in any way.

Confidential: Preferred trainer are not allowed to share their login details nor print and or copy training material for other trainers.

17. Amendment to the Agreement

The obligation of the Preferred Trainer and CIGFARO have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications/alterations will be mutually discussed and agreed upon in writing.

18. Period of Validity

This agreement shall be initially valid for one year from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.

19. Disputes – negotiation, mediation and arbitration

19.1 **Negotiation** - Should any dispute, disagreement or claim arise between the parties (called hereafter “the dispute”) concerning this agreement, the parties shall try to resolve the dispute by negotiation. This entails that the one party invites the other in writing to a meeting and to attempt to resolve the dispute within 7 (seven) days from date of the written invitation.

19.2 **Mediation** - *If the dispute has not been resolved by such negotiation*, the parties (or any of the parties) shall submit the dispute to the **Arbitration Foundation of Southern Africa (AFSA) administered mediation**, upon the terms set by the AFSA Secretariat.

19.3 **Arbitration** – *If the parties failed to find a resolution through such mediation*, the parties agree that the dispute, if arbitrable in law, **shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa (AFSA) by an arbitrator or arbitrators appointed by the Foundation.**

20. Signature - Guidance

The Preferred Trainer must full signature every page of this agreement over-and-above signing below.

If the Preferred Trainer is not contracting in his/her individual capacity the Preferred Trainer **AND** his/her Company/ Employer representative must both full signature every page of this agreement over-and-above signing below.

Signature

Date

The Preferred Trainer *(write name in full)*

Signature

Date

The Company or Employer representative who warrants that he/ she is duly authorized to sign on behalf of such Company/ Employer *if the Preferred Trainer is not contracting in his/her individual capacity (Representative to write name in full)*

Signature

Date

Chief Executive Officer, CIGFARO

For CIGFARO