

# **MEMORANDUM OF AGREEMENT**

**between the**

**Construction Education and Training Authority**

**and the**

**National Department of Public Works (NDPW) of  
South Africa**

## TABLE OF CONTENTS

Definitions	3
Memorandum of Agreement	5
1. Responsibilities of CETA	
2. Responsibilities of NDPW	
3. Financial and Human Resources	
4. Financial and Human Resources	
5. Duration of the Memorandum of Agreement	
6. Termination	
7. Disputes	9
8. Arbitration	9
9. Domicilium Citandi Et Executandi	10
Signatories to this Agreement	11

## DEFINITIONS

In this Memorandum:

- 1.1) "Act" means any word or expression which has been defined in the Skills Development Act, the SAQA Act or any regulation made under those Acts have the same meaning, unless the context indicates otherwise.
- 1.2) "The Agreement" means the agreement together with all schedules and appendices attending hereto or referred to here in which schedules and appendices shall be signed and dated by the parties hereto.
- 1.3) "Commencement date" – on signature of agreement by both parties.
- 1.4) "Employer" means a person identified as an employer in terms of Part B section 3 of the Learnership Agreement. "Employers" shall have a corresponding meaning.
- 1.5) "Expanded Public Works Programme," (EPWP) means the national job creation programme of Government, announced by President T Mbeki and managed by the NDPW.

- 1.6) "Learner" means a person identified as a learner in terms of Part B 2 of a Learnership Agreement.
- 1.7) "Learnership Agreement" means an agreement entered into between an Employer, a Learner and a Training Provider in terms of section 14 of the Skills Development Act 97 of 1998.
- 1.8) "Party" means a signatory to this memorandum.
- 1.9) "SAQA" means the South African Qualifications Authority established by Section 3 of the SAQA Act.
- 1.10) DOL EPWP Committee is the Committee that plans the training aspects of the EPWP and is chaired by the Department of Labour.

## MEMORANDUM OF AGREEMENT

The parties to this memorandum of agreement are the

**Construction Sector Education and Training Authority** (*hereinafter referred to as CETA*). CETA is a sector education and training authority established in terms of section 9(1) of the Skills Development Act of 1998.

and the

**National Department of Public Works** (NDPW) of South Africa (*hereinafter referred to as the Department*)

**Noting** that the NDPW and CETA have been collaborating in areas of capacity building in the labour intensive construction industry;

**Recalling** that the Government of South Africa, in its commitment to eradicate poverty through the creation of employment, has recently launched the Expanded Public Works Programme (EPWP);

**Recalling** that the CETA, through its mandate as education and training authority for the construction sector, plays a very important training and capacity building role in the infrastructure programmes of the EPWP;

**Noting** that courses registered through the CETA are eligibility requirements for the consulting and contracting industries to participate in projects under the EPWP.

**Now, therefore,** the NDPW and CETA hereby agree as follows:

**1. GENERAL RESPONSIBILITIES OF THE PARTIES**

The parties agree to join efforts and working in close partnership in order to achieve their common objectives in relation to:

- a) Achieving the targets set by the EPWP in terms of employment opportunities created;
- b) Formulation and registration of relevant unit standards, skills programmes and learnerships for supporting the EPWP programmes;
- c) Building capacity in the construction training sector to meet the demands generated through the EPWP; and
- d) Building capacity in the consulting and construction sector to enable the sector to execute the amount of labour intensive work planned in the EPWP.

All as described in the Expanded Public Works' Business Plan.

**2. RESPONSIBILITIES OF THE CETA**

- a) The CETA will provide overall support in the fields of capacity building, skills programmes and learnerships as required for the successful implementation of the EPWP



- b) Specifically the CETA will fund:
- the training component of at least 500 contractor and site supervisor learnerships for labour intensive contractors;
  - the training of trainers for registered training providers so that they are equipped to provide the training in the various unit standards at the various NQF levels as mandated for consultants and contractors working on contracts;
- c) The CETA will also work closely with the EPWP Unit in NDPW to manage the learnerships and train the trainer programmes and will together identify areas for creating additional training and learnerships programmes in support of the EPWP;
- d) The CETA will use its national and provincial structures to brief stakeholders about the required training programmes of the EPWP and will ensure that these offices act as information points for stakeholders seeking information about learnerships and training courses;
- e) The CETA will together with NDPW and the DOL EPWP committee identify areas in the construction sector where additional unit standards, skills programmes and learnerships are required for the implementation of the EPWP and will develop and register these;  
and
- f) The CETA will work closely with its accredited training providers to identify and address capacity gaps in order to have sufficient training capacity for the programmes in the EPWP.

### **3. RESPONSIBILITIES OF THE NDPW**

- a) The NDPW will arrange quarterly executive meetings between the NDPW and the CETA in order to discuss progress and new developments of the specific joint activities and the overall EPWP;
- b) NDPW and the CETA will have regular meetings at the technical level to ensure effective cooperation and the quality of the joint programmes;
- c) NDPW will provide regular comprehensive progress reports to the CETA on the overall EPWP and the training programmes in particular;
- d) NDPW will provide mentorship to the learner-contractors on the labour-intensive contractor learnerships funded by the CETA; and
- e) NDPW will plan a national launch on EPWP Contractor learnerships, highlighting the close cooperation between NDPW and the CETA on the implementation of the EPWP.

#### **4. FINANCIAL AND HUMAN RESOURCES**

The Parties agree to maximize joint efforts to mobilize and allocate appropriate financial and human resources to outputs that will be mutually agreed and facilitate the successful implementation and impact assessment of the EPWP.

#### **5. DURATION OF THE MEMORANDUM OF AGREEMENT**

The term of this Memorandum of Agreement shall commence upon signature of this Memorandum of Understanding by both Parties and continue for five years, subject to annual reviews.



## **6 TERMINATION**

This Agreement may be terminated by mutual consent of the parties.

## **7. AMENDMENTS TO THIS AGREEMENT**

Any additions to, or variation of the Agreement will be reduced to writing and signed by or on behalf of the parties prior to same having any force or effect. This agreement consists the whole agreement between the parties. Neither party shall be bound by any condition, warranty, representation or undertaking, whether explicit or implied, except as set forth in this.

## **8. DISPUTE RESOLUTION**

8.1 Any dispute arising from this agreement shall be referred to the parties who are signatory to this agreement and they shall endeavour to settle the matter themselves without intervention of the third party.

8.2 Should the parties failed to resolve the dispute in terms of clause 8.1 within thirty days, then the dispute shall be resolved through arbitration in terms of clause 9.

## 9. ARBITRATION

9.1 Should there be a dispute between the parties in connection with any matter, which dispute cannot be resolved amicably between the parties, such dispute shall be referred to the Arbitration Foundation of South Africa and be resolved in terms of its rules and regulations. The decision of the Arbitrator shall be final and binding on both parties.

## 10. DOMICILIUM CITANDI ET EXECUTANDI

10.1 Each party will be entitled from time to time by written notice to the other party to change any of its domicilium addresses to any other address within the Republic of South Africa, provided that one service of legal processes can be effected.

10.2 Any notice which is delivered by hand at the addressee's *domicilium* address shall be deemed, until the contrary is provided by the addressee, to have been received by the addressee at the time of delivery: or

10.3 Is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at its *domicilium* shall

be deemed, until the contrary is proved the addressee, to have been received by the addressee on the seventh day after the date of posting:

10.4 If transmitted by telefax to the addressee at its *domicilium* the same shall be deemed to have been received by the addressee on the date of transmission or, if the transmission is made outside of normal business hours, on the first day following after the date of transmission:

10.5 The parties choose the following address as their *domicilium citandi et executandi* for all purposes of serving any notice, the payment of any sum, the serving of any legal process or for any other purpose arising from this agreement.

The parties choose the addresses set out hereunder as their *domicilium citandi et executandi* for all purposes under this agreement.

CETA:

Physical: 2<sup>nd</sup> Floor, Unit 5  
Momentum Business Park  
563 Main Road  
Midrand  
(Att: Themba Dlamini)

E-Mail: [themba@ceta.org.za](mailto:themba@ceta.org.za)

Postal: P.O. Box 1955  
Halfway House  
1685

Telephone: (011) 265 5900  
Facsimile: (011) 265 5924/5

The Department of Public Works

Physical: Central Government Offices  
Cnr Vermeulen and Bosman Streets  
Pretoria  
(Attention: Mr J Maseko)

Postal : Private Bag X 65  
Pretoria  
0001

Telephone: 012 337 3115  
Facsimile: 012 328 6820

**SIGNATORIES OF THIS AGREEMENT**

Signed on this 25<sup>th</sup> day of March 2004 at Pretoria



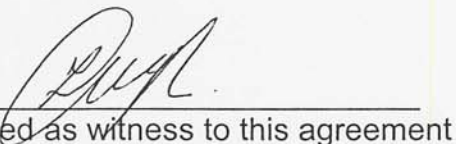
for and on behalf of the CETA  
duly authorised thereto

Name: THEMBA Lamini  
Address: MOMENTUM BUS. PARK  
2<sup>ND</sup> FLOOR, BUILDING No.5  
MAIN ROAD, MIDRAND  
1685



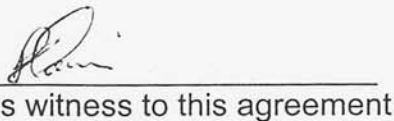
for and on behalf of the Department  
duly authorised thereto

Name: James Maseko  
Address: see above



Signed as witness to this agreement

Name: FERDIE Myburgh  
Address: MOMENTUM BUS. PARK  
2<sup>ND</sup> FLOOR, BUILDING No.5  
MAIN ROAD, MIDRAND  
1685



Signed as witness to this agreement

Name: Swazi Maja  
Address: CGO Building  
Department of Public Works  
Corner Bosman and Vermeulen str.  
Pretoria