



**MEMORANDUM OF AGREEMENT ENTERED INTO
BY AND BETWEEN:**

SEDIBENG DISTRICT MUNICIPALITY, herein represented by
YUNUS CHAMDA in his capacity as the Municipal Manager, duly authorised thereto,
(hereinafter referred to as “Sedibeng”);

AND

EMFULENI LOCAL MUNICIPALITY, herein represented by
SAM SHABALALA in his capacity as the Municipal Manager, duly appointed thereto
(hereinafter referred to as “Emfuleni”).

1. Introduction

The purpose of this agreement is to set out the terms and conditions upon which Sedibeng, in fulfilling its coordinating role, will collaborate in Emfuleni’s efforts to enable an effective and efficient implementation of HIV & AIDS programmes, through a ward-based approach.

2. Interpretation

In this agreement the following expressions shall have the following meaning:

- 2.1 “The Agreement” shall mean this agreement together with all its annexures;
- 2.2 “Emfuleni LM” shall mean Emfuleni Local Municipality;
- 2.3 “Commencement Date” shall mean the date upon which this agreement is signed by the party signing;
- 2.4 “Sedibeng” shall mean the Sedibeng District Municipality;
- 2.5 “Parties” shall mean Sedibeng and Emfuleni Municipalities.
- 2.6 Any reference to the singular includes the plural and vice versa.

2.7 Any reference to natural persons includes legal persons and vice versa.

3. Duration

Notwithstanding the date of signature hereof, this agreement shall endure for a period of six months commencing in January 2013 and terminating on 30 June 2013.

4. Payment

4.1 Sedibeng shall pay to Emfuleni the amount of R430 000 (Four Hundred and Thirty Thousand Rand), such amount to be paid in full upon commencement of this agreement.

4.2 Payment will be effected directly into the bank account of Emfuleni, which has the following details:

Account Name	:	Emfuleni Local Municipality
Bank	:	ABSA
Account Number	:	530000087
Branch Number	:	632 005

5. Sedibeng's Responsibilities

Sedibeng shall have the following responsibilities:

5.1 Timeously and in the agreed manner pay to Emfuleni the amount reflected above.

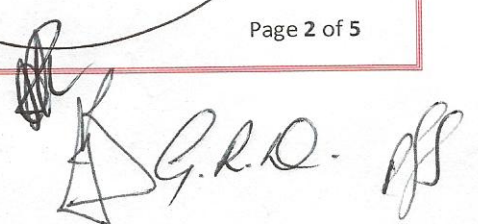
5.2 On a monthly basis or whenever necessary, monitor progress regarding the implementation of HIV&AIDS programmes that Emfuleni is involved in.

5.3 Provide all the guidance, support and technical assistance reasonably necessary for the implementation of the HIV&AIDS programmes referred to in 5.2 above.

6. Emfuleni's Responsibilities

6.1 Hold one (1) AIDS Council meeting every quarter and compile and submit reports on the same to Sedibeng within a period of ten days after each meeting.

6.2 Conduct six (6) HIV&AIDS/STIs & TB calendar events, to wit the Red Ribbon month, World AIDS Day, condom week, abstinence week, TB day and a candle light vigil.



Handwritten signature and initials, possibly 'G.R.O.' and 'AS', with a large scribble above them.

- 6.3 Train and capacitate three (3) sectors within the designated groups ie people with disabilities, the elderly and the youth in an effort to foster behaviour change with regard to STIs, HIV and other social ills.
- 6.4 Support four (4) forum projects for men.
- 6.5 Support six (6) competitions from at least three (3) sporting codes aimed at mainstreaming and mitigating HIV&AIDS in sports.
- 6.6 Distribute nine hundred thousand (900 000) male and female condoms.
- 6.7 Provide Sedibeng with monthly and quarterly written expenditure reports by the second (2nd) day of each month.
- 6.8 Ensure that the funds availed by Sedibeng are ring-fenced and utilised solely for purposes for which they are intended.
- 6.9 Provide Sedibeng with monthly and quarterly written reports on progress in the implementation of the programmes and expenditure incurred 2nd of every month.
- 6.10 Ensure that the funds are ring-fenced and are utilised solely for the intended purposes.

7. Arbitration

Any dispute arising out of this agreement or its termination shall be dealt with in terms of the provisions of the Inter-government Relations Act, No. 13 of 2005.

8. Confidentiality

The provisions of this agreement are strictly confidential and neither party shall disclose any of such provisions to any third party without the prior written consent of the other party, which shall not be unreasonably withheld.

9. Force Majeure

9.1 If, by reason of any event of *force majeure*, either of the parties to this agreement is delayed in, or prevented from, performing any of its obligations in terms of this agreement, such delay shall not be deemed to be a breach of this agreement and no damages may be claimed by either party from the other by reason thereof.

9.2 Should the exercise of the rights and obligations under this agreement be materially hampered, interrupted or interfered with by reason of the *force majeure*, the obligations to the party shall

be suspended during the period of such hampering, interruption or interference consequent upon such event or events and shall be postponed for a period of time equivalent to the period or periods of suspension before being reinstated, and the parties hereto will use their best endeavours to minimize and reduce any period of suspension occasioned by any of the events aforesaid.

10. Breach

- 10.1 In the event that either of the parties commits a breach of any of the provisions of this agreement, the other party may call upon the party in breach to remedy the breach within a period of not less than 3 (three) days of receipt of written notice to do so.
- 10.2 If the breach is not remedied after the notice period has expired, the aggrieved party shall have the right to terminate this agreement with immediate effect.

11. Domicilia

- 11.1 The parties choose the following addresses as their *domicilia citandi et executandi*:

Sedibeng District Municipality : Municipal Buildings
Corner Beaconsfield and Leslie Streets
Vereeniging.
1930

Emfuleni Local Municipality : Cnr Klasie Havenga and Frikkie Meyer Boulevard
Vanderbijlpark
1900

- 11.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax.
- 11.3 Any party may by notice to any other party change the physical address chosen as its *domicilium citandi et executandi* to another physical address in the Republic of South Africa or its telefax number, which change shall take effect from the date of the deemed receipt of such notice.
- 11.4 Any notice to a party:

11.4.1 Sent by pre-paid registered post in a correctly addressed envelope to it at its *domicilium citandi et executandi* shall be deemed to have been received on the 7th (seventh) business day after posting (unless the contrary is proved);

11.4.2 Delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

12. General

12.1 This document constitutes the sole agreement between the parties.

12.2 No party shall be bound by any express or implied terms, representations, warranty or promise not recorded herein.



12.3 No addition to, variation of or cancellation of this agreement shall be of any force and effect unless reduced to writing and signed by the parties hereto.

12.4 No indulgences which any party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past and which might arise in the future.

THUS DONE AND SIGNED AT VEREENIGING ON THIS THE 6TH DAY OF FEBRUARY 2013.


.....
YUNUS CHAMDA
SEDIBENG DISTRICT MUNICIPALITY



AS WITNESSES: 1. 
2. 

THUS DONE AND SIGNED AT VEREENIGING ON THIS THE 26 DAY OF FEBRUARY 2013.


.....
SAM SHABALALA
EMFULeni LOCAL MUNICIPALITY

AS WITNESSES: 1. 
2. 