



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

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

**AND**

**EMFULENI FAITH-BASED HIV&AIDS COORDINATING STRUCTURE**  
With NPO Number: 049-139 herein represented by Rev. M. Tsomo as the duly authorised  
Representative (hereinafter referred to as “the Service Provider”).

**1. Introduction**

- 1.1 The purpose of this agreement is to set out the terms and conditions upon which Emfuleni Faith-Based Coordinating Structure and Sedibeng District Municipality will collaborate regarding the HIV&AIDS programmes aimed at empowering 5 000 members of churches; to enable them to de-stigmatise and reduce discrimination of people infected and affected by HIV&AIDS and assist in other calendar events.

**2. Interpretation**

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

- 2.1 “The Agreement” shall mean this agreement together with all annexures thereto attached as may be required;
- 2.2 “Service provider” shall mean Emfuleni Faith-Based Coordinating Structure;
- 2.3 “Commencement Date” shall mean the date upon which this agreement is signed by the party signing last in time;

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- 2.4 "Council" shall mean the Sedibeng District Municipality in which the service shall be provided;
- 2.5 "Parties" shall mean Emfuleni Faith-Based Coordinating Structure and Sedibeng District Municipality.
- 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 and terminating on 30 June 2013.

### 4. Payment

- 4.1 Council shall upon commencement of this agreement pay to the Service Provider the amount of R 337 098.00 (Three Hundred and Thirty Seven Thousand and Ninety Eight Rand) to implement ward-based HIV&AIDS programmes within their sector.
- 4.1 Payment of the said amount shall be effected directly into the Service Provider's bank account which has the following details:

Account Name	:	Emfuleni Faith-Based Coordinating Structure
Bank	:	ABSA
Account Number	:	4080210396
Branch Name	:	Vereeniging
Branch Code	:	632005

### 5. Council's Responsibilities

- 5.1 Council shall on monthly bases and/or when necessary during the month monitor progress regarding the implementation of HIV&AIDS programme within the sector.
- 5.2 Council shall provide guidance, support and technical assistance regarding the implementation of HIV&AIDS programme.

### 6. Service Provider's Responsibilities

Service Provider shall be responsible to:



- 6.1 Train 600 women on HIV&AIDS, Morality and Home-Based care for people living with HIV.
- 6.2 Train 600 youth and men on HIV&AIDS, STIs, TB, Morality, sexuality, and other health and social issues applicable to this sector.
- 6.3 Train 25 Ministers' Master Trainers to deal with marriage counselling, emotional instabilities, social problems as a result of HIV&AIDS.
- 6.4 Conduct abstinence week (a week after Valentine Week) and reach 5000 church members and community members through print, electronic and community campaign.
- 6.5 Conduct Seminars for youth, women and men within churches.
- 6.6 Monthly narrative and expenditure reporting without fail.
- 6.7 Provide Council with authentic monthly and quarterly bank statements signed-off by the accounting officer of the organisation, 7 days after the end of the month.
- 6.8 Provide Council with authentic annual audited statement signed-off by the accounting officer, 3 months after the end of the year.

## 7. **Arbitration**

Any dispute arising out of this agreement or its termination shall be referred for decision to the Arbitration Foundation of South Africa and shall be governed by its rules.

## 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.

## 9. **Force Majeure**

- 9.1 If, by any reason of any event of *force majeure*, either of the parties to this agreement will be delayed in, or prevented from, performing any of its obligations in terms of this agreement (otherwise than as to the payment of money), then 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 any event of *force majeure*, then 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 If either of the parties commits a material breach of any provision of this agreement, all of which are deemed to be material, and the breach is capable of remedy, the other party may call in writing on 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 irremediable or remains unremedied after the notice period has expired, the party calling on the party in breach will be entitled, but not compelled, to terminate this agreement with immediate effect on further written notice to the party in breach.

## 11. *Domicilium Citandi ET Executandi*

- 11.1 The parties choose as their *domicilium citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:

The Service Provider : 1162 Sterling Street  
Evaton  
1984  
Contact: Person : Rev. M. Tsomo  
0726580350

Council : Corner Leslie and Beaconsfield Avenue  
Vereeniging  
1930  
Ref. Mr Yunus Chamda  
e-mail: [yunusc@sedibeng.gov.za](mailto:yunusc@sedibeng.gov.za)

- 11.1 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.
- 11.2 Any party may by notice to any other party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that party to another physical address in the Republic of South Africa or its telefax number which change shall take effect from the date of deemed receipt of such notice;
- 11.3 Any notice to a party:



11.3.1 Send by pre-paid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its *domicilium citandi et executandi* shall be deemed to have been received on the 7<sup>th</sup> (seventh) business day after posting (unless the contrary is proved);

11.3.2 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.

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.

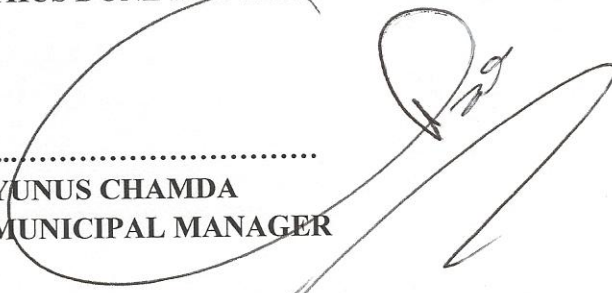
12.3 No addition to, variation of or consensual cancellation of this Agreement shall be of any force and effect unless reduced to writing and signed by the parties hereto.

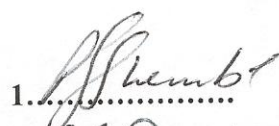
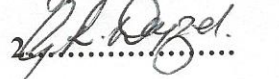
12.4 No indulgences which any party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past and which might arise in the future.

12.5 They have undertaken to each other to do all such things, take all such steps and to procure the doing of all such things and the taking of all such steps as may be necessary, incidental or conclusive to the implementation of the provisions, terms, conditions and import of this Agreement.


THUS DONE AND SIGNED AT VEREENIGING ON THIS THE <sup>6<sup>TH</sup></sup>.....DAY OF ~~.....~~ <sup>FEBRUARY</sup> 2013.



.....  
YUNUS CHAMDA  
MUNICIPAL MANAGER



AS WITNESSES: 1.   
2. 

THUS DONE AND SIGNED AT VEREENIGING ON THIS THE <sup>14<sup>TH</sup></sup>.....DAY OF ~~.....~~ <sup>FEBRUARY</sup> 2013.

  
.....  
REV. M. TSOMO  
EMFULENI FAITH-BASED COORDINATING STRUCTURE

AS WITNESSES: 1.   
2. 

MJ.