



**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**

**MIDVAAL LOCAL MUNICIPALITY** herein represented by  
**ALBERT DE KLERK** in his capacity as the Municipal Manager, duly authorised thereto  
(hereinafter referred to as “Midvaal”).

**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 MIDVAAL'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 | “Midvaal”   | shall mean the Midvaal 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 Midvaal Municipalities.                               |
| 2.6 | Any reference to the singular includes the plural and vice versa. |   |

*[Handwritten signatures and initials]*

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 Midvaal the amount of R185 000 (One Hundred and Eighty Five Thousand Rand), such amount to be paid in full upon commencement of this agreement.

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

Account Holder	:	Midvaal Local Municipality
Bank	:	ABSA
Account Number	:	4053203845
Branch Number	:	638 156

### 5. Sedibeng's Responsibilities

Sedibeng shall have the following responsibilities:

- 5.1 Timeously and in the agreed manner pay to Midvaal the amount reflected above.
- 5.2 On a monthly basis or whenever necessary, monitor progress regarding the implementation of HIV&AIDS programmes that Midvaal 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. Midvaal'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.

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- 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 (2<sup>nd</sup>) 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 the District with monthly and quarterly written narrative and expenditure reporting without fail, by 2<sup>nd</sup> of every month.
- 6.10 Ensure that the funds are ring-fenced and utilised only for 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.

## 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, 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 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 breach of any provision of this agreement, and 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 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

Midvaal Local Municipality : Civic Centre in President Square  
Mitchell Street  
Meyerton  
1960

- 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 7<sup>th</sup> (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**

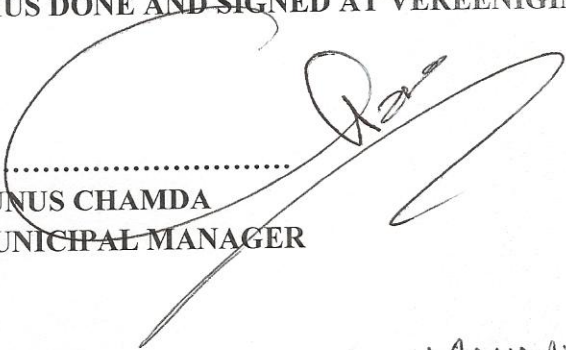
12.1 This document constitutes the sole agreement between the parties.


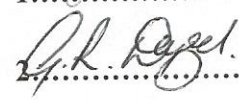
12.2 No party shall be bound by any express or implied terms, representations, warranty or promise not recorded herein.

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.

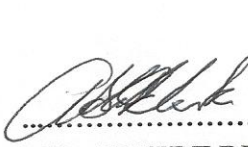
12.4 No indulgences which any party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past and which might arise in the future.


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

.....  
  
MR. ALBERT DE KLERK  
MUNICIPAL MANAGER

AS WITNESSES: 1.....  
  
2.....  
