



MEMORANDUM OF AGREEMENT

Entered into by and between:

SANCA HEIDELBERG

With registration no 011-689 NPO herein represented by SUZETTE NEL as the duly authorised Representative. (Hereinafter referred to as "Service Provider")

AND

SEDIBENG DISTRICT COUNCIL represented by YUNUS CHAMDA in his capacity as the Municipal Manager, duly appointed thereto, (hereinafter referred to "Council")

1 Introduction

- 1.1 The purpose of this agreement is set out in the terms and conditions upon which **SANCA Heidelberg** and **Sedibeng District Municipality** will collaborate regarding the payment of seventy two (72) HIV&AIDS Ward-Based Coordinators a monthly stipend of R1 800.00 per person per month for twelve months.

Interpretation

- 1.2 In this agreement the following expressions shall have the following meaning:
- 2.1.1 "The Agreement" shall mean this agreement together with all annexures thereto attached as may be required.
 - 1.2.1 "Service provider" shall mean SANCA Heidelberg
 - 1.2.2 "Commencement Date" shall mean the date upon which this agreement is signed by the party signing last in time;
 - 1.2.3 "Council" shall mean the Sedibeng District Municipality in which the service shall be provided.
 - 1.2.4 "Parties" shall mean SANCA Heidelberg and Sedibeng District Municipality;
- 1.3 Any reference to the singular includes the plural and vice versa;
- 1.4 Any reference to natural persons includes legal persons and vice versa;

Suzette Nel

2 Terms

2.1 The agreement will be for the period commencing July 2012 to June 2013

3 Council Obligations

3.1 Council shall pay to the Service Provider the sum of **R 1,555,200** (One million five hundred and fifty five thousand rand) excluding 10% administrative costs and 2% UIF for AIDS ward coordinators.

3.2 In consideration for the contracting the Service Provider in terms of this Agreement, The Council shall pay to Service Provider fee as set out below:

3.2.1 Council shall pay the Service Provider an amount on signature of this agreement of **R 855 360.00** (eight hundred and fifty five thousand three hundred and sixty rand), including 10% administration fee, as first tranche transfer.

3.2.2 Council shall pay the service provider **R 31 104** (Thirty one thousand one hundred and four rand) for a once-off 12 months payment of 2% UIF for 72 AIDS Ward-Based Coordinators.

3.2.3 The second tranche shall be transferred in December 2012, depending on the Service Provider's performance in the implementation of this contract, receipt of monthly expenditure reports as stipulated in 5 and 6 below and provincial transfers of the second tranche to the Municipality.

4.2.4. Council shall further, when there are new changes, provide in writing from Mrs A Mbulaheni an updated list and send to the Service Provider two weeks before month-end to enable the service provider to effect changes.

Account Holder : SANCA
Account Name : Suikerbosrand Aksie teen Chemiese
 Afhanklikheid trading as SANCA
Account Number : 500146648
Account Type : Cheque
Branch Name : Heidelberg
Branch Code : 625805

4 The Council's Rights and Cancelation

4.1 Upon proof of mismanagement of funds, the Council shall be granted the rights to immediately cancel this agreement and demand repayment of all monies mismanaged,

5 Service Provider's Responsibilities

5.1 Service Provider shall be responsible for:

5.1.1 Monthly electronic payment of 72 HIV&AIDS Ward-Based Coordinators into their banking accounts, five (5) days before the last day of the month, as per list provided and verified by Council

5.1.2 Providing the Council with the authentic bank statement signed off by the accounting officer, five (5) days after payment was done.

6 Arbitration

6.1. 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.

7 Confidentiality

7.1 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.

8 Force Majeure

8.1 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.

8.2 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.

9 Breach

9.1. 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.

9.2 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.

10 Domicilium Citandi ET Executandi

10.1 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:



SANCA

Physical Address:
42 Smit Street
Heidelberg
1438

Reference Person: Mrs S Nel/ Mrs O Coetzee

Contact details: Tel. 016 349 2892
e-mail: sancaheidelberg@lantic.net

The Municipality

Physical Address:
Sedibeng District Municipality
Corner Leslie and Beaconsfield Avenue
Vereeniging
1930

Reference person: Mr Yunus Chamda
e-mail: yunusc@sedibeng.gov.za

- 10.2 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.
- 10.3 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;
- 10.4 Any notice to a party:
- 10.4.1 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 7th (seventh) business day after posting (unless the contrary is proved);
- 10.4.2 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

11 **General**

- 11.1 This document constitutes the sole Agreement between the parties.



A handwritten signature in black ink, appearing to read 'Jnel', is located at the bottom right of the page. It is written over a large, faint oval scribble.

- 11.2 No party shall be bound by any express or implied terms, representations, warranty or promise not recorded herein.
- 11.3 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.
- 11.4 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.
- 11.5 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 Heidelberg on this the 13th day of July 2012 in the presence of the undersigned witnesses:

As Witnesses:

- 1. [Signature]
- 2. [Signature]

[Signature]
SANCA HEIDELBERG
Suzette Nel

Thus done and signed at Vereeniging on this the 25 day of July 2012 in the presence of the undersigned witnesses:

As Witnesses:

- 1. [Signature]
- 2. _____

[Signature]
Sedibeng District Municipality
YUNUS CHAMDA

[Signature]