



**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 TRADITIONAL HEALTH PRACTITIONERS HIV & AIDS
COORDINATING STRUCTURE**, a non-governmental organisation with registration number
NPO 051-371, herein represented by **NTHWALO MATSHEDISHO** duly authorised thereto,
(hereinafter referred to as the “Service Provider”).

1. Introduction

The purpose of this agreement is to set out the terms and conditions upon which Council and the Service Provider will collaborate regarding the HIV&AIDS programmes aimed at empowering 750 traditional health practitioners to enable them to improve their relationship with health facilities, make them aware of HIV&AIDS issues that need health professionals and assist in other calendar events.

2. Interpretation

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

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|-----|---------------------|---|
| 2.1 | “The Agreement” | shall mean this agreement together with all annexures attached thereto; |
| 2.2 | “Service provider” | shall mean Emfuleni Traditional Health Practitioners Coordinating Structure; |
| 2.3 | “Commencement Date” | shall mean the date upon which this agreement is signed by the party signing; |

- 2.4 "Council" shall mean the Sedibeng District Municipality;
- 2.5 "Parties" shall mean both the Emfuleni Traditional Health Practitioners 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 2013 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 R125 000.00 (One Hundred And Twenty Five Thousand Rand) to implement ward-based HIV&AIDS programmes within their sector.
- 4.2 Payment of the said amount shall be effected directly into the Service Provider's bank account which has the following details:

Account Holder : Emfuleni Traditional Health Practitioners Coordinating Structures
Bank Name : FNB
Account Number : 62119076124
Branch Name : Vereeniging

5. Responsibilities of Council

Council's responsibilities shall be as follows:

- 5.1 Timeously effect the payment to the Service Provider in the manner agreed in this document.
- 5.2 Monitor the progress of the implementation of the HIV&AIDS insofar as it relates to the service Provider as and when necessary but at least once per month for the duration of this agreement.
- 5.3 Provide guidance, support and technical assistance to the Service Provider relating to the implementation of the HIV&AIDS programme.

- 5.4 Ensure that the funds allocated to the Service Provider are utilised solely for the purpose for which they were intended.
- 5.5 In the event of mismanagement, immediately cancel this agreement, take all steps necessary to recoup the misused funds and other legal avenues of recourse including reporting the matter to the SAPS for investigation and further criminal processes.

6. Responsibilities of the Service Provider:

The Service Provider shall have the following responsibilities:

- 6.1 Train 180 Traditional Health Practitioners on HIV&AIDS, STIs, TB, morality, sexuality, and other health and social issues applicable to this sector.
- 6.2 Train 180 Traditional Health Practitioners on information sharing and modern patient history taking.
- 6.3 Conduct abstinence week (a week after Valentine Week) and reach 500 traditional health practitioners in the process.
- 6.4 Conduct Umphahlo and African Traditional Medicine (ATM) Seminar, reaching 750 members in the process.
- 6.5 Monitor Traditional Initiation Schools within its respective areas of operation and report any abuses that take place.
- 6.6 Keep proper books of account and report all the expenditure (with supporting documentation) and progress in the execution of their duties emanating from this agreement verbally and in writing on a monthly basis.
- 6.7 Provide Council with authentic monthly and quarterly bank statements signed-off by the accounting officer of the organisation, seven days after the end of each 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

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

7.2 The decision of the arbitrator shall be final and binding.

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 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 breach of any of the provisions of this agreement, and the breach is capable of being remedied, 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 a written notice to do so.

10.2 If the party in default fails to remedy the breach within the time provided, the aggrieved party will be entitled to terminate this agreement with immediate effect.

11. Domicilia

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

N.S. Adisho.

AS

Council : Corner Leslie and Beaconsfield Avenue
Vereeniging
1930
Ref. Mr Yunus Chamda

The Service Provider : 6391 Zone 12 Ext
Sebokeng
1983
Ref: Mr. N. Matshediso
0721588697 or 076 5059 860

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.

11.3 Any party may by notice to the 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 deemed receipt of such notice;

11.4 Any notice to a party:

11.4.1 Sent 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);

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 consensual cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by the parties hereto.

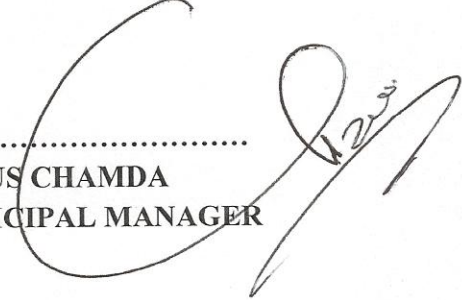
N. S. Matshediso

G. K. D. J. S.



12.4 No indulgence or lenience which any party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor.

THIS DONE AND SIGNED AT VEREENIGING ON THIS THE ^{6TH}.....DAY OF FEBRUARY.....2013.

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YUNUS CHAMDA
MUNICIPAL MANAGER



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

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


.....
NTHWALO MATSHEDISO

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

