

SERVICE DELIVERY AGREEMENT (SDA)

Made and Entered into between

THE ALFRED NZO DISTRICT MUNICIPALITY

(Herein referred to as "The Parent Municipality")

And

ALFRED NZO DEVELOPMENT AGENCY SOC LTD

(Herein referred to as "ANDA")

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1. INTRODUCTION

- 1.1. **WHEREAS** the Municipality is duly established in accordance with provisions of Section 12 of the Local Government: Municipal Structures Act 117 of 1998 which has assigned to it a variety of powers, function and objectives which it is required to achieve;
- 1.2. **AND WHEREAS** one of these objectives, as reflected in Section 152 of the Constitution of South Africa, is the promotion of Social and Economic Development which objective is dealt with in Section 23 of the Local Government: Municipal's System Act 32 of 2000 which section specifically requires the Municipality to strive to achieve, inter alia, this objective;
- 1.3. **AND WHEREAS** the intention in establishing ANDA is to facilitate sustainable social and economic growth and development to the benefit of the entire community falling under the jurisdiction of the Municipality, inter alia, through the promotion and initiation and management of various private, public, economic, social, cultural, environmental and infrastructure programs within the area of jurisdiction of the Municipality;

1.4. **AND WHEREAS** the parties are enjoined in terms of section 76(b) the Local Government: Municipal Systems Act 32 of 2000 to conclude an agreement in order to regulate their contractual relationship.

1.5. **NOW THEREFORE** the parties conclude this Service Level Agreement which defines the municipal services undertaken by The Agency on behalf of The Municipality, setting out the powers, duties and responsibilities of the parties.

2. INTERPRETATION

The headings of the clauses of this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of any clause of this Agreement. Unless a contrary intention clearly appears-

2.1. words importing –

2.1.1 any other gender include the two genders;

2.1.2 the singular include the plural and vice versa; and

2.1.3 natural persons include created entities (corporate or incorporated) and the state;

2.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely-

2.2.1 **“ANDA”** means the Alfred Nzo Development Agency;

2.2.2 **"Board of Directors"** means the Board of Directors of ANDA, appointed in terms of the Systems Act and the Memorandum of Incorporation;

2.2.3 **"Chairperson"** means the Chairperson of the Board of Directors of ANDA;

2.2.4 **"CEO"** means the Chief Executive Officer of ANDA;

2.2.5 **"Companies Act"** means the Companies Act, 71 of 2008;

2.2.6 **"SDBIP"** means a detailed plan approved by the mayor of a municipality in terms of section 53(1)(c)(ii) for implementing the municipality's delivery of services and the execution of its annual budget.

2.2.7 **"MYBP"** means the Multi-Year Business Plan for ANDA, as required in terms of section 87(5)(a) of the MFMA;

2.2.8 **"Executive Mayor"** means the Executive Mayor of Alfred Nzo District Municipality;

2.2.9 **"MFMA"** means the Local Government: Municipal Finance Management Act, 56 of 2003;

2.2.10 **"MSA"** means the Local Government: Municipal Systems Act, 32 of 2000;

2.2.11 **"Parties"** means ANDA and the Parent Municipality and where appropriate, any one of them;

2.2.12 **"Parent Municipality"** means Alfred Nzo District Municipality.

- 2.3. If any provision in any definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 2.4. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be next succeeding day which is not a Saturday, Sunday or public holiday;
- 2.5. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.6. Where any term is defined in any other clause to this Agreement, the term shall, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause, unless it is clear from the context, that the definition of the term applies only to the relevant clause.

3 PRIMARY RELATIONSHIP BETWEEN THE PARTIES

3.1. Parent Municipality

3.1.1 The Parent Municipality is accountable to its Council for the exercise of its powers and the performance of its functions.

3.1.2 Without limiting the provisions of applicable legislation and in particular the provisions of section 93B of the MSA, the principal functions of the Parent Municipality will include the following;

3.1.2.1 The development of policy as required from time to time, and ensuring compliance with applicable legislation;

3.1.2.2 Assessing the performance of the Board of Directors to ensure that ANDA is managed responsibly and transparently and meets statutory, contractual and other obligations;

3.1.2.3 Assessing the performance of ANDA to ensure that it meets its agreed key financial and non-financial performance indicators;

3.1.2.4 Allowing the Board of Directors and Chief Executive Officer to fulfil their responsibilities;

3.1.2.5 Approving and reviewing the Board remuneration policy from time to time;

3.1.2.6 Determining the upper limits of the salary, allowances and other benefits of the Chief Executive Officer and senior managers of the Agency; and

3.1.2.7 Establishing and maintaining clear channels of communication between the Parent Municipality and ANDA;

3.1.3 The Parent Municipality had designated the Director: Local Economic Development and the Mayoral Committee Member for Local Economic Development in terms of section 93D (1)(a) and (b) of the MSA:

3.1.3.1 To represent the Parent Municipality as a non-participating observer at meetings of the Board of Directors;

3.1.3.2 To attend the Board meetings and to exercise Parent Municipality's rights and responsibilities;

3.1.3.3 To maintain the communication channels between the parent municipality and the entity on operational matters and to receive reports in terms of this agreement from ANDA;

3.1.4. The Executive Mayor's point of Contact with the ANDA will be the Chairperson of the Board of Directors. The Municipal Manager's point of contract in dealings with ANDA will be the Chief Executive Officer.

3.2 The Board of Directors

3.2.1 The Board of Directors controls the affairs of ANDA and ensures compliance with all applicable legislation.

3.2.2 The duties of the Board of Directors are determined by the section 93H of the MSA, as well as the Companies Act. The general powers and duties of the Board of Directors are also set out in the ANDA Memorandum of Incorporation and the Board Charter.

3.2.3 Without limiting the provisions of the Companies Act, the MFMA, the MSA and any other applicable legislation, the principal functions of the Board of Directors will include the following;

3.2.3.1 Ensuring effective, transparent, accountable and coherent corporate governance and conducting effective oversight of the affairs of ANDA;

3.2.3.2 Ensuring compliance by ANDA with all applicable legislation and agreements;

3.2.3.3 Communicating openly and promptly and dealing with the Parent Municipality in good faith;

3.2.3.4 Directing ANDA both as to strategy and policy formulation.

3.2.3.5 Upon review of salaries of the CEO and the senior management of ANDA, on an annual basis the Board of Directors undertakes to advise the parent municipality of any proposed adjustments of non-adjustments to such remuneration, whereupon the municipality may veto Board recommendation if the salaries are not in line with corporate strategy of the Agency or are not justified by the financial and non-financial performance of the Agency in the previous year.

3.3. In the event that the Parent Municipality intends to issue recommendations, policy directives or instructions that will impact on ANDA, the Parent Municipality undertakes to consult ANDA Board of Directors.

3.4. In the event of a deviation or amendment becoming necessary regarding the agreed performance objectives and/or indicators of ANDA, the Board of Directors shall consult and obtain a prior written approval from the Parent Municipality before such a deviation is approved by the Board of Directors.

4. FUNDING

4.1. The Parent Municipality has approved the budget of R 23 000 000.00 which shall be paid to ANDA in four quarterly tranches as follows:

4.1.1 The first tranche is an amount of R 5 750 000.00 which is payable by no later than 31st July of each year;

4.1.2 The second tranche is an amount of R 5 750 000.00 which is payable by no later than 31st October of each year;

4.1.3 The third tranche is an amount of R 5 750 000.00 which is payable by no later than 31st January of each year; and

4.1.4 The fourth tranche is an amount of R 5 750 000.00 which is payable by no later than 30th April of each year.

4.2 Payment of each tranche is subject to ANDA having substantively complied with all the reporting requirements in terms of this agreement and/or any applicable legislation.

4.3 Notwithstanding the provisions of clause 4.1 above, no payment of the tranches shall be made by the parent municipality where reports from ANDA remain outstanding.

5. MANDATE OF ANDA

The NDP proposes that economic growth and development and the target of creating 11 million jobs by 2030 can be achieved through:

- Increasing exports;
- Investing in infrastructure to facilitate economic activity that is conducive to growth and job creation;
- Lowering the cost of doing business;
- Matching unemployed people to jobs;
- Providing a tax subsidy to businesses to reduce the cost of hiring people;
- Rewarding the setting up of new businesses including partnering with companies;
- Reducing the cost of living for low-income and working-class households;
- Reducing the cost of regulatory compliance – especially for small and medium sized firms;
- Supporting small business through better coordination of relevant agencies, development finance institutions, and public and private incubators, and
- Building an expanded skills base through better education and vocational training.

5.1 Based on the Above the **mandate of ANDA** is therefore as follows:

5.1.1 To act as the operational arm of the Municipality for the purposes of implementing economic, social and environmental policies and projects within ANDM;

5.1.2 To develop the innovation and entrepreneurial potential and activity which supports and drives economic growth within ANDM;

5.1.3 To leverage public support and private resources for development around opportunities which offer economic and development potential;

5.1.4 To acquire, own and manage land and buildings necessary to enable it to achieve its stated aims and objectives;

5.1.5 To negotiate, enter into and administer contracts in furtherance of its objectives;

5.1.6 To commission, undertake or manage and monitor any programme that may be necessary to further the objectives of ANDA;

5.1.7 To act as receiver, manager and/or coordinator/facilitator of technical assistance or development funding programmes provided to the Municipality by non-governmental or governmental institutions and private sector institutions;

5.1.8 To acquire and exercise rights and duties, necessary for the furtherance of its objectives, and generally to perform such further functions as may be delegated or assigned to it by the Municipal Council from time to time.

5.1.9 It is the role of the ANDA Board of Directors; whether Interim or full-term; to undertake the following:

5.1.9.1 Drive the development of the ANDA 2024/27 Multi Year Business Plan (MYBP) and Service Delivery and Budget Implementation Plan (SDBIP).

5.1.9.2 The Board will also endorse the 2024/25 SDBIP

5.1.9.3 Ensure the development and approval of a compliance matrix for ANDA

5.1.9.4 Ensure the development and approval of a policy matrix for ANDA

5.1.9.5 Ensure the development and approval of a Board Charter for ANDA

5.1.9.6 Ensure the development and approval of a shareholder's compact for ANDA.

6. ANDA'S CORE BUSINESS

6.1 The Parties agree that, in line with the mandate given in paragraph 5 above, ANDA's Core Business is to:

6.1.1 Attract new business and promote investment in all sectors of the local economy within the Alfred Nzo District Municipality Jurisdiction;

6.1.2 Promote business retention and renewal, focusing where appropriate on area-specific regeneration initiatives;

6.1.3 Enhancing Inward Investment into the local economy;

6.1.4 Enhance entrepreneurial skills, skill development and matching the skills of the local labour force with the local economic needs, this includes establishment of partnership with institutions of higher education.

6.1.5 Promoting and develop business efficiency and competitiveness;

6.1.6 Undertake opportunity and market research on an on-going basis to identify opportunities that can be exploited to achieve local, social and economic development;

- 6.1.7 Identify and facilitate the formation and implementation of public private sector partnerships and joint ventures in the implementation of relevant projects.
- 6.1.8 Implement projects identified in the LED Strategy, IDP and in any other related strategies and plans;
- 6.1.9 Investigate, source and apply appropriate financial resources for project implementation and effective service delivery;
- 6.1.10 Promote stakeholder networking;
- 6.1.11 Undertake investment brokerage and investment aftercare.
- 6.1.12 Prioritise the Ocean's/ Blue Economy
- 6.1.13 Identify and facilitate the removal of obstacles to private investment
- 6.1.14 ICT enabled socio economic development, youth employment.

7. UNDERTAKING BY ANDA

7.1. ANDA undertakes to ensure compliance with the reporting requirements to the parent Municipality in accordance with the provisions of sections 52 (d) 86, 87, 88, 89, 93, 101,102,103, 121, 126 and 127 of the MFMA and Sections 93H, 93J of the MSA and all regulations and any other relevant legislation.

7.2. While acting in the best interest of ANDA, ANDA undertakes to take into account the interests of other stakeholders identified by the Board of Directors, and to communicate with them as is appropriate in the circumstances, in accordance with its public objectives.

7.3. ANDA will co-operate fully with the Parent Municipality in order to facilitate effective performance monitoring, evaluation and corrective actions.

8. KEY PERFORMANCE INDICATORS

8.1. ANDA's key performance indicators to this agreement and shall be reviewed and agreed upon annually between the parties as required by S87 (5)(d) of the MFMA.

8.2. ANDA shall ensure that the MYBP and the SDBIP (Annual Performance Plan) are consistent with the indicators.

8.3. The parties acknowledge that any significant deviation from the assumptions made in the MYBP, may require a review of the Key Performance Indicators.

8.4. ANDA shall be entitled to renegotiate the Key Performance Indicators and targets if they are not achieved or unlikely to be achieved due to circumstances outside the control of ANDA.

9. REPORTING REQUIREMENTS

9.1. In accordance with the provisions of the MFMA, ANDA undertakes to submit the following:

9.1.1 A proposed budget in line with the prescription of section 87 of the MFMA;

9.1.2 A borrowing programme in line with the prescription of section 108 of the MFMA;

9.1.3 A Corporate Plan covering the affairs of ANDA for the next three financial years;

9.1.4 A Revenue Enhancement and Investment attraction Strategy covering the affairs of ANDA for the next three financial years;

9.1.5 Within two months after the financial year end, annual financial statements which shall be in compliance with the requirements of section 126 of the MFMA;

9.1.6 Within six months after the financial year end, an annual report which shall be in compliance with the requirements section 127 of the MFMA;

9.1.7 On a monthly basis, all other reports as required by the Parent Municipality, legislation (with particular emphasis on section 87(11) to (14) of the MFMA), and applicable regulations.

9.1.8 In the event that the circumstances of ANDA change during any particular financial year, such that amendments to the Corporate Plan are required, ANDA will consult with the Parent Municipality prior to making decisions or taking action in this regard.

9.2. In order to facilitate effective performance monitoring, evaluation and corrective action of ANDA, ANDA shall submit quarterly reports to the Parent Municipality.

9.3. The Parent Municipality shall give feedback on each quarterly report submitted by ANDA, by 30 (thirty) days after submission, if necessary.

9.4. Thereafter, within 7 (seven) working days, the parties will meet to discuss the Parent Municipality response to the quarterly reports, if required.

10. SERVICE AREA

10.1. ANDA shall have no jurisdiction or authority to conduct any business outside of the District Municipal area falling under the jurisdiction of the Parent Municipality.

- 10.2. ANDA shall provide the Services within the designated geographic area of the Alfred Nzo District Municipality.
- 10.3. Services provided to any other organization will be subject to applicable compliance laws and regulations, and to mutual agreement by the District Municipality and ANDA, in line with ANDA business plan.
- 10.4. If the boundaries of the District Municipality are extended under the Demarcation Act or any other law, and the District Municipality elects to expand the Service Area, the procedure shall be as follows:
 - 10.4.1 Following the publication of a redetermination of the District Municipality's boundaries in the Eastern Cape Provincial Gazette under the Demarcation Act or any other law, the District Municipality shall indicate whether ANDA shall cover the area accordingly to provide the Services within the extended area;
 - 10.4.2 Should ANDA be required by the District to provide the Services in the extended area, ANDA shall engage with the District Municipality to amend the business plan the budget in a way which will accommodate the additional Services to be provided in the extended area, using the procedures specified under section 87 of the MFMA.
- 10.5. The Service Area shall be reduced to coincide with the new boundaries of the District Municipality; and
- 10.6. ANDA shall negotiate with the District Municipality to amend its business plan and budget in accordance with the process contemplated herein.
- 10.7. In the event that ANDA identifies business opportunity outside the jurisdiction of the municipality, ANDA shall initially advise the parent

Municipality and seek written approval in order to participate in such opportunities.

11. FINANCIAL YEAR

11.1 The financial year of ANDA must be the same as that of the Parent Municipality.

12. ANDA AUDITING

12.1. ANDA must:

12.1.1 Keep full and proper books of account and records showing clearly all enquiries, transactions and proceedings relating to ANDA and all transactions undertaken by or through ANDA in respect of other strategic projects;

12.1.2 Ensure that the resources of ANDA are used effectively, efficiently, economically and transparently;

12.1.3 Implement effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and financial mismanagement;

12.1.4 Ensure that irregular, fruitless and wasteful expenditure and other losses are prevented;

12.1.5 Allow any person authorised by the District Municipality to have access at all reasonable times to ANDA premises for the purpose of inspecting the said books and records;

12.1.6 Adopt a consistent and as far as possible uniform policy in the preparation of its financial statements based on sound and generally accepted accounting principles and practices in the Republic of South Africa;

12.1.7 Ensure that disciplinary or, when appropriate, criminal proceedings, are instituted against any official of ANDA who has allegedly committed an act of financial misconduct or an offence in terms of Chapter 15 of the MFMA;

12.1.8 Be subject to an annual audit by the Auditor-General in respect of all accounts, financial statements, financial management and performance information. ANDA undertakes to provide its full co-operation in respect of such audits.

13. BREACH

13.1. If ANDA fails to comply with its obligations in terms of this SDA, ANDM shall notify ANDA within 7 days of discovering that there has been such breach.

13.2. ANDA is required to remedy such breaches within 7 days from the date of notice.

13.3. If ANDA has failed to remedy such breach within the specified days mentioned above the ANDM shall organise a meeting between the parties to resolve the dispute within 30 days.

13.4. If the dispute has not been resolved between the parties within 30 days then the issue must be referred to a dispute resolution

13.5. If ANDM fails to comply with its obligations in terms of the Agreement the same procedure in terms of paragraph 13 (1-4) will be followed.

14. DISPUTE RESOLUTION

- 14.1. Both parties have agreed that if there is any dispute, such disputes must be resolved through mediation.
- 14.2. The mediator will be appointed by the parties and share the fees of the mediator.
- 14.3. The mediator should be a lawyer or an advocate with no less than 10 years of experience.
- 14.4. The finding of the mediator(s) will be binding on the parties.
- 14.5. Both parties have agreed that no formal legal proceedings will be executed by either party until the mediation route has been exhausted fully.

15. CONFIDENTIALITY

- 15.1. The parties undertake, both during the existence of and after termination of this Agreement, not to disclose in any manner whatsoever any information gathered or obtained by virtue of the services performed in terms of this Agreement, except in fulfilment of a party's obligations under this Agreement.
- 15.2. All information gathered, obtained or known by virtue of involvement in services performed under this Agreement shall be deemed to be of commercial value and the parties and persons under their control shall exercise due care and diligence in managing such information.

- 15.3. Any disclosure of information contrary to the terms of this Agreement may result in the termination of the Agreement, the forfeiture of the money still payable under this Agreement or the institution of legal proceedings.
- 15.4. The parties accept responsibility for any person in their employ or under their control, which includes a subcontractor, who makes such unauthorised disclosure.
- 15.5. The parties accept that the information may be disclosed if a party is obliged to do so by operation of law.

16. SUPERVENING IMPOSSIBILITY OF PERFORMANCE/ FORCE MAJEURE

- 16.1. If it becomes impossible for Both Parties to fulfil either of its obligations in terms of the Agreement, as a result of an act of God e.g. Disaster, earthquake, Riot, embargo, Sabotage Governmental act and other things related therein.
- 16.2. The party should notify in writing the other about the nature of such supervening impossibility of performance within 7 days of its occurrence.
- 16.3. On receipt of such written request, both parties shall consider the nature of such supervening impossibility including making a remedial action that will be convenient to the parties at the time of such occurrence.
- 16.4. No party shall be penalized as a result of supervening possibility including standing time.

17. LIMITATION OF CESSION

- 17.1. The rights and obligations of the parties in terms of this Agreement shall not be capable of being ceded, assigned or delegated to any other person outside the ANDM or ANDA save with the written consent of the other party as provided for in terms of the Agreement.
- 17.2. Each Party warrants that it is not acting as an agent for an undisclosed principal.

18. TERMINATION

This Agreement shall remain valid and in full force and effect for the duration of the project, unless it has been terminated in terms of the provisions of this Agreement.

19. GENERAL

This Agreement constitutes the whole Agreement between the parties and any amendment, addition or alteration to the provisions hereof shall only be of force and effect if such amendment, addition or alteration has been done in compliance with the provisions of the MFMA, insofar as it may be applicable, and is thereafter reduced to writing and signed by the parties

20. WARRANTIES AND REMEDIES

20.1. Quality of Service

ANDA warrants that the services will be professional and consistent with applicable standards. If the ANDM considers that a breach of this warranty has occurred and notifies ANDA in writing stating the nature of the breach, ANDA will be required to correct any affected services in order to comply with the warrant.

20.2. Indemnities

ANDA hereby indemnifies and hold ANDM harmless as result of any damages that may have occurred on the ANDA employees if those damages have not occurred as a result of ANDM employee's negligence

ANDA will be responsible for any damages that will occur to ANDM property or employees as a result of its negligence as a service provider.

20.3. Third Party Claims

Warrants that any works of authorship designed, developed or written will not infringe any third-party copyrights, patents or trade secrets. If a third party takes action against ANDM for any infringements of this nature, ANDA will, at its own expense, settle the claim or arrange to defend ANDM in such proceedings, and, will pay any settlement costs, damages, and legal fees and expenses awarded

20.4. Remedies for Breaches

In the event of any defective performance or failure to furnish. The agreed Memorandum of Agreement advice Services (Pty) Ltd will make reasonable efforts to restore the service to a good operating condition on an urgent basis.

21. LIMITATION OF LIABILITY

21.1. ANDA Shall accept liability to pay compensation for proven financial damages and losses suffered by ANDM as a direct result of the ANDA providing the Services where this arises as a consequence of a breach of any of ANDA contractual obligations or

negligence. ANDA entire and collective liability to ANDM arising out of or relating to the Agreement, including without limitation on account of performance or non-performance of obligations, and regardless of the cause of action, whether in contract, delict or otherwise will not exceed an amount equal to the fees paid or payable to ANDA under the Agreement. This maximum liability shall be an aggregate liability for all claims from whatever source and howsoever arising, whether in contract, delict or otherwise.

22. NOTICES

22.1. 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 address:

22.1.1 ANDA

| Postal Address | Physical Address |
|-----------------------------------------------------------------|------------------------|
| P/Bag X511 | ANDA Building |
| eMaXesibeni | Umzimvubu Goat Complex |
| 4735 | eMaXesibeni |
| | 4735 |
| Telephone Number: 039 492 0011 | |
| Email Address: ceo@anda.org.za/maloin@anda.org.za | |
| Marked for the attention of: The Acting Chief Executive Officer | |

22.1.2 The Parent Municipality:

| Postal Address | Physical Address |
|-----------------------------------------------------------|------------------|
| P/Bag X511 | ERF 1400 |
| eMaXesibeni | Ntsizwa Street |
| 4735 | eMaXesibeni |
| | 4735 |
| Telephone Number: 039 254 5000 | |
| Email Address: MahlaselaU@andm.gov.za | |
| Marked for the attention of: The Acting Municipal Manager | |

22.2. Any notices given in terms of this Agreement shall be in writing and addressed to the other party's chosen *domicilium* and shall unless the contrary is proved:

22.2.1 If delivered by hand be deemed to have been duly received by the addressee on the date of delivery thereof to the addressee;

22.2.2 If posted by pre-paid registered post, be deemed to have been received by the addressee on the 10th day following the date of such posting;

22.2.3 If transmitted by telefax or facsimile, be deemed to have been received by the addressee one day after such successful dispatch.

22.2.4 if sent by email, be deemed to have been duly received by the addressee on the date of sending if it is received before 5.00pm on a Business Day, otherwise it will be deemed to have been received on the

next Business Day, only if the email notice requests an electronic mail response acknowledging receipt and the responding email message –

(a) Clearly refers to the specific email message to which it is responding;

and

(b) Includes a copy of the text of such message.

22.3. Notwithstanding anything to the contrary contained in this Agreement, written notice or communication actually received by a responsible official of one of the parties shall be adequate written notice or communication to such party.

23 WHOLE AGREEMENT

23.1. The Parties hereby acknowledge that the agreement concluded between them constitutes the entire agreement between them and that no other conditions, stipulations, warranties nor representations whatsoever, have been made by any Party or that Party's agent, other than as specifically included herein.

24 VARIATION


24.1. No addition to or variation, consensual cancellation or novation of this Agreement, and/or waiver of any right arising from this Agreement, its breach or

termination; shall be of any force or effect unless reduced to writing and signed both parties.

25 DURATION AND REVIEW

25.1. Notwithstanding the date of signature of this agreement; the effective date of this agreement is **01 July 2024 until 30 June 2027** three (3) years linked with ANDA Multi Year Business Plan (MYBP).

SIGNED at MOUNT AYLIFF on this 01 day of July 2024 in the presence of the undersigned witnesses



ACTING MUNICIPAL MANAGER:

ALFRED NZO DISTRICT MUNICIPALITY (ANDM)

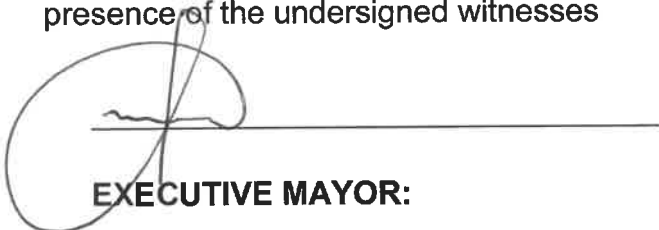
Who warrants that he or she is duly authorised to act on behalf of ANDM

WITNESSES:

1. _____

2. _____

SIGNED at MOUNT AYLIFF on this 01 day of July 2024 in the presence of the undersigned witnesses



EXECUTIVE MAYOR:

ALFRED NZO DISTRICT MUNICIPALITY (ANDM)

Who warrants that he or she is duly authorised to act on behalf of ANDM

WITNESSES:

1. _____

2. _____



SIGNED at MOUNT AYLIFF on this 01 day of July 2024 in
the presence of the undersigned witnesses.

J.M. Mubude

CHAIRPERSON OF THE BOARD OF DIRECTORS:

ALFRED NZO DEVELOPMENT AGENCY (ANDA)

Who warrants that he or she is duly authorised to act on behalf of ANDA

WITNESSES:

1. _____
2. _____

SIGNED at MOUNT AYLIFF on this 01 day of July 2024 in
the presence of the undersigned witnesses

[Signature]

Acting Chief Executive Officer:

ALFRED NZO DEVELOPMENT AGENCY (ANDA)

Who warrants that he or she is duly authorised to act on behalf of ANDA

WITNESSES:

1. _____
2. _____