



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 682

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No. 46242

PART 1 OF 2

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government
printing

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

HIGH ALERT: SCAM WARNING!!!

TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works (GPW)*.

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

PROCUREMENT@GPW-GOV.ORG

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

GPW has an official email with the domain as [@gpw.gov.za](mailto:gpw@gpw.gov.za)

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

GPW will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

Government Printing Works gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at www.gpwonline.co.za
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.
Email: Annamarie.DuToit@gpw.gov.za

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.
Email: Bonakele.Mbhele@gpw.gov.za

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.
Email: Daniel.Legoabe@gpw.gov.za

Closing times for **ORDINARY WEEKLY** **GOVERNMENT GAZETTE** **2022**

The closing time is 15:00 sharp on the following days:

- **31 December 2021**, Friday for the issue of Friday **07 January 2022**
- **07 January**, Friday for the issue of Friday **14 January 2022**
- **14 January**, Friday for the issue of Friday **21 January 2022**
- **21 January**, Friday for the issue of Friday **28 January 2022**
- **28 January**, Friday for the issue of Friday **04 February 2022**
- **04 February**, Friday for the issue of Friday **11 February 2022**
- **11 February**, Friday for the issue of Friday **18 February 2022**
- **18 February**, Friday for the issue of Friday **25 February 2022**
- **25 February**, Friday for the issue of Friday **04 March 2022**
- **04 March**, Friday for the issue of Friday **11 March 2022**
- **11 March**, Friday for the issue of Friday **18 March 2022**
- **17 March**, Thursday for the issue of Friday **25 March 2022**
- **25 March**, Friday for the issue of Friday **01 April 2022**
- **01 April**, Friday for the issue of Friday **08 April 2022**
- **07 April**, Thursday for the issue of Thursday **14 April 2022**
- **13 April**, Wednesday for the issue of Friday **22 April 2022**
- **21 April**, Thursday for the issue of Friday **29 April 2022**
- **28 April**, Thursday for the issue of Friday **06 May 2022**
- **06 May**, Friday for the issue of Friday **13 May 2022**
- **13 May**, Friday for the issue of Friday **20 May 2022**
- **20 May**, Friday for the issue of Friday **27 May 2022**
- **27 May**, Friday for the issue of Friday **03 June 2022**
- **03 June**, Friday for the issue of Friday **10 June 2022**
- **09 June**, Thursday for the issue of Friday **17 June 2022**
- **17 June**, Friday for the issue of Friday **24 June 2022**
- **24 June**, Friday for the issue of Friday **01 July 2022**
- **01 July**, Friday for the issue of Friday **08 July 2022**
- **08 July**, Friday for the issue of Friday **15 July 2022**
- **15 July**, Friday for the issue of Friday **22 July 2022**
- **22 July**, Friday for the issue of Friday **29 July 2022**
- **29 July**, Friday for the issue of Friday **05 August 2022**
- **04 August**, Thursday for the issue of Friday **12 August 2022**
- **12 August**, Friday for the issue of Friday **19 August 2022**
- **19 August**, Friday for the issue of Friday **26 August 2022**
- **26 August**, Friday for the issue of Friday **02 September 2022**
- **02 September**, Friday for the issue of Friday **09 September 2022**
- **09 September**, Friday for the issue of Friday **16 September 2022**
- **16 September**, Friday for the issue of Friday **23 September 2022**
- **23 September**, Friday for the issue of Friday **30 September 2022**
- **30 September**, Friday for the issue of Friday **07 October 2022**
- **07 October**, Friday for the issue of Friday **14 October 2022**
- **14 October**, Friday for the issue of Friday **21 October 2022**
- **21 October**, Friday for the issue of Friday **28 October 2022**
- **28 October**, Friday for the issue of Friday **04 November 2022**
- **04 November**, Friday for the issue of Friday **11 November 2022**
- **11 November**, Friday for the issue of Friday **18 November 2022**
- **18 November**, Friday for the issue of Friday **25 November 2022**
- **25 November**, Friday for the issue of Friday **02 December 2022**
- **02 December**, Friday for the issue of Friday **09 December 2022**
- **08 December**, Thursday for the issue of Thursday **15 December 2022**
- **15 December**, Thursday for the issue of Friday **23 December 2022**
- **22 December**, Thursday for the issue of Friday **30 December 2022**

LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3026.32** per page.

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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2014

14 April 2022

GENETICALLY MODIFIED ORGANISMS ACT, 1997

(ACT No. 15 OF 1997)

REGULATIONS: AMENDMENTS

The Minister of Agriculture, acting under section 20 of the Genetically Modified Organisms Act, 1997 (Act No.15 of 1997), has made the following regulations in the Schedule.

SCHEDULE***Definition***

1. In this Schedule "the Regulations" means the regulation published by Government Notice No.R 1420 of 26 November 1999, as amended by Government Notice Nos. R.828 of 21 June 2002, R.576 of 2 May 2003 and R.495 of 23 April 2004, R.478 of 27 May 2005, R.130 of 17 February 2006, R.41 of 26 January 2007, R.172 of 15 February 2008, R.46 of 30 January 2009, R.175 of 12 March 2010, R.106 of 18 February 2011, R.88 of 10 February 2012, R214 of 16 March 2012, R.89 of 08 February 2013, No.96 of 14 February 2014, No.38458 of 13 February 2015, No.39679 of 12 February 2016, No.40621 of 17 February 2017, No.41321 of 15 December 2018, No.42230 of 15 February 2019 No.43035 of 21 February 2020 and No.431 of 21 May 2021.

Substitution of Table 2 of the Regulations

2. The following table is hereby substituted for Table 2 of the Regulations with effect from 01 April 2022:

"TABLE 2"**FEES PAYABLE**

Application	Fees
1. Importation and exportation of genetically modified organisms	R 689.00 each
2. Contained use of genetically modified organisms	R 2 022.00 each
3. Trial release of genetically modified organisms	R 4 808.00 each
4. General release or commodity clearance of genetically modified organisms	R 37 338.00 each
5. Appeal	R 7 342.00 each
6. Extension of existing field trial or contained use permit	R 602.00 each
7. Registration of facilities	R 704.00 each
8. Commodity use permit	R 418.00 each

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2015

14 April 2022

PLANT BREEDERS' RIGHTS ACT, 1976 (ACT NO. 15 OF 1976)

REGULATIONS RELATING TO PLANT BREEDERS' RIGHTS: AMENDMENT

The Minister of Agriculture, Land Reform and Rural Development acting under section 44 of the Plant Breeders' Rights Act, 1976 (Act No. 15 of 1976), has made the regulations set out in the Schedule.

SCHEDULE

Definition

1. In this Schedule 'the Regulations' means the regulations published by Government Notice No. R1186 of 12 September 1997, as amended by Government Notices Nos. R.1582 of 28 November 1997, R. 867 of 3 July 1998, R. 1285 of 16 October 1998, R. 323 of 19 March 1999, R. 604 of 14 May 1999, R. 1271 of 29 October 1999, R. 392 of 20 April 2000, R. 690 of 14 July 2000, R. 1078 of 3 November 2000, R. 387 of 18 May 2001, R. 667 of 27 July 2001, R. 512 of 3 June 2005, R. 545 of 15 June 2006, R. 1272 of 25 November 2008, R. 287 of 13 March 2009, R. 103 of 19 February 2010, R. 517 of 17 June 2011, R. 100 of 28 December 2012, R.90 of 14 February 2014, R. 82 of 13 February 2015, R. 39679 of 12 February 2016 and R. 40621 of 17 February 2017, R. 1399 of 15 December 2018, No.42230 of 15 February 2019, No. 43035 of 21 February 2020 and No. 44593 of 21 May 2021.

Substitution of Table 2 of the Regulations

2. The following table is hereby substituted for Table 2 of the Regulations with effect from 1 April 2022.

1

TABLE 2

FEES PAYABLE W.R.T. PLANT BREEDERS' RIGHTS: 1 APRIL 2022

No.	Purpose	Amount
1.	An application for the Plant Breeders' Right [Reg. 3(2)(f)]	R 2 992,00 each
2.	Examination fee for a plant breeders' right: Category A (agronomic, vegetable and pasture crops and annual ornamentals) [Reg. 3(2)(g) and /en (9)(1)]	R 4 794,00 each
3.a	Examination fee for a plant breeders' right: Category B (fruit, vines, citrus and perennial ornamentals) [Reg. 3(2)(g) and /en (9)(1)]	R 6 494,00 each
3.b	Examination fee for a plant breeders' right: Category B (white and yellow maize) [Reg. 3(2)(g) and /en (9)(1)]	R 5 474,00 each
4.	A claim to give priority in terms of section 8(2) of the Act to an application for the grant of the plant breeders' right [Reg. 4(2)(c)]	R 1 516,00 each
5.	An objection to the grant of a plant breeders' right [Reg. 8(1)(e)]	R 9 430,00 each
6.	Provision of results of tests and trials undertaken by the registrar, to the appropriate in a convention country or an agreement country [Reg. 9(3)]	Tariff to fluctuate with exchange rate. 350 CHF (Swiss Francs)
7.	Obtaining of results of tests and trials in the event that such test and trials are undertaken by another appropriate authority in another country [Reg. 9(3)]	Tariff to fluctuate with exchange rate. 350 CHF (Swiss Francs)
8.	Annual fee for a plant breeders' right [Reg. 13(1)(d)]	R 464,00 each
9.	An application for the issue of a compulsory licence in respect of a plant breeders' right [Reg. 13(1)(d)]	R 7 622,00 each
10.	Notice of the transfer of a plant breeders' right [Reg. 14(2)(b)]	R 1 267,00 each
11.	An application for the alteration or supplementation of the denomination approved for a variety [Reg. 15(1)(b)]	R 3 076,00 each
12.	An objection against the intended approval of an alteration or supplementation of the denomination approved for a variety [Reg. 15(3)(e)]	R 1 267,00 each
13.	An objection against the intended termination of a plant breeders' right [Reg. 16(1)(f)]	R 1 267,00 per right
14.	A notice of the voluntary surrender of plant breeders' right [Reg. 17(1)(b)(i)]	Free
15.	Inspection of the register of plant breeders' right [Reg. 20(2)]	Free
16.	Inspection of a document submitted to the registrar in connection with an application for the grant of a plant breeders' right [Reg. 21(2)]	R 774,00 per occasion
17.	A copy of any particulars in the register or of a document submitted to the registrar in connection with an application for the grant of a plant breeders' right [Reg. 21(2)]	R 14,00 per application plus R 2.00 per photocopy
18.	Submission of appeal against any decision or action taken by the registrar in terms of the Act [Reg. 21(2)]	R 6 525,00 each
19.	Examination of sample to determine varietal purity	R 4 794,00 (Cat A) R 6 494,00 (Cat B) R 5 470,00 (Cat B maize)

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2016

14 April 2022

PLANT BREEDERS' RIGHTS ACT, 1976
(ACT No. 15 of 1976)

In terms of the provisions of the Plant Breeders' Rights Act, 1976 (Act No. 15 of 1976), it is hereby made known that all aspects of plant breeders' rights, of which the particulars appear in the Sections herewith have been processed for the period October 2021 to December 2021.

Any objections must be submitted in writing to the Registrar of Plant Breeders' Rights within THREE months with reference to denominations, and within SIX months with reference to applications and grants from the date of publication of this issue, accompanied by the appropriate fees.

The bracketed numbers are reference to the addresses of the applicants and agents which can be found on the plant breeders' rights page, on the www.daff.gov.za website or upon request from the Plant Breeders' Rights Office.

*Ms Elna De Bruyn
Acting Registrar of Plant Breeders' Rights*

SECTION 1

RECEIPTS OF APPLICATIONS FOR PLANT BREEDERS' RIGHTS
PLANT BREEDERS' RIGHTS

AGRICULTURAL CROPS

Kind of plant: *Solanum tuberosum* L. [Potato]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 9638	Amany	Germicopa [995]	FR	GWK [767]	2021-10-13
PT 9639	Kelly	Germicopa [995]	FR	GWK [767]	2021-10-13

VEGETABLE CROPS

Kind of plant: *Brassica oleracea* L. [Broccoli]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 9642	McLaren	Syngenta Crop [1577]	CH	Syngenta SA [809]	2021-11-15

Kind of plant: *Brassica oleracea* L. [Cauliflower]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 9640	Astrotek	Syngenta Crop [1577]	CH	Syngenta SA [809]	2021-11-15
PT 9641	Kamino	Syngenta Crop [1577]	CH	Syngenta SA [809]	2021-11-15

ORNAMENTAL CROPS

None

FRUIT CROPS

Kind of plant: *Actinidia Lindley* [Kiwi fruit]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 9519	Zuva	Universita degli Studi di Udine, Italy [1581]	IT	SAKP (Pty) Ltd., P. Turner [1940]	2021-10-04

Kind of plant: *Fragaria x ananassa* Duchesne [Strawberry]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 9500	A13 26	Enrique Masiá Ciscar [1943]	SP	Spoor & Fisher [157]	2021-11-12
PT 9501	A13 29	Enrique Masiá Ciscar [1943]	SP	Spoor & Fisher [157]	2021-11-12
PT 9502	Red Cleo	Total Worldfresh Limited, GB [1941]	GB	Stargrow [731]	2021-10-25
PT 9503	Red Rio	Total Worldfresh Limited, GB [1941]	GB	Stargrow [731]	2021-10-25

Kind of plant: *Malus* Mill. [Apple]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 9504	Kirameki	Kazuko Yoshiie [1942]	JP	Hahn & Hahn [629]	2021-10-01
PT 9498	PremA003	Prevar Limited [1284]	NZ	Topfruit [229]	2021-10-05
PT 9499	PremA093	Prevar Limited [1284]	NZ	Topfruit [229]	2021-11-09

Kind of plant: *Prunus avium* (L.) [Sweet cherry]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 9497	PA6Unibo	Alma Mater Studiorum-Universita [1856]	IT	Topfruit [229]	2021-10-05

Kind of plant: *Prunus persica* (L.) Batsch. var *nucipersica* Schneid. [Nectarine]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 9525	Honey Dream	Zaiger's Inc. Genetics [605]	US	Zaiger SA [1272]	2021-12-23
PT 9527	Honey Gold	Zaiger's Inc. Genetics [605]	US	Zaiger SA [1272]	2021-10-27
PT 9520	Mangorina	Joseph Ben Dor [1339]	IL	Stargrow [731]	2021-12-17
PT 9526	Polar Crunch	Zaiger's Inc. Genetics [605]	US	Zaiger SA [1272]	2021-12-23

Kind of plant: *Prunus salicina* Lindl. [Interspecific plum]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 9522	Ebony Punch	Zaiger's Inc. Genetics [605]	US	Zaiger SA [1272]	2021-10 19
PT 9523	Flora's Flavor	Zaiger's Inc. Genetics [605]	US	Zaiger SA [1272]	2021-10 19
PT 9524	Zoey Kat	Zaiger's Inc. Genetics [605]	US	Zaiger SA [1272]	2021-10 19

Kind of plant: *Rubus* L. [Blackberry]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 9521	Plablack 15157	Plantas de Navarra [1081]	SP	Spoor & Fisher [157]	2021-12-14

Kind of plant: *Vaccinium* L. [Blueberry]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 9494	Ridley 1702	Mountain Blue Orchids [1700]	AU	Spoor & Fisher [157]	2021-10-15PT

Kind of plant: *Vitis* L. [Grape]

Application number	Proposed denomination	Applicant	Country	Agent	Date accepted
PT 9505	Cabernet Eidos	Universita degli Studi di Udine [1581]	IT	Bosman Adama [1944]	2021-10-29
PT 9506	Fleurtai	Universita degli Studi di Udine [1581]	IT	Bosman Adama [1944]	2021-10-29
PT 9516	IFG Forty-five	International Fruit Genetics [1399]	US	Smit-Lotriet [2016]	2021-10-01
PT 9515	IFG Forty-four	International Fruit Genetics [1399]	US	Smit-Lotriet [2016]	2021-10-01

PT 9512	IFG Forty-one	International Fruit Genetics [1399]	US	Smit-Lotriet [2016]	2021-10-01
PT 9518	IFG Forty-seven	International Fruit Genetics [1399]	US	Smit-Lotriet [2016]	2021-10-01
PT 9517	IFG Forty-six	International Fruit Genetics [1399]	US	Smit-Lotriet [2016]	2021-10-01
PT 9514	IFG Forty-three	International Fruit Genetics [1399]	US	Smit-Lotriet [2016]	2021-10-01
PT 9513	IFG Forty-two	International Fruit Genetics [1399]	US	Smit-Lotriet [2016]	2021-10-01
PT 9511	IFG Thirty-nine	International Fruit Genetics [1399]	US	Smit-Lotriet [2016]	2021-10-01
PT 9507	Julius	Universita degli Studi di Udine [1581]	IT	Bosman Adama [1944]	2021-10-29
PT 9508	Merlot Kanthus	Universita degli Studi di Udine [1581]	IT	Bosman Adama [1944]	2021-10-29
PT 9509	Sauvignon Nepis	Universita degli Studi di Udine [1581]	IT	Bosman Adama [1944]	2021-10-29
PT 9510	Sauvignon Rytos	Universita degli Studi di Udine [1581]	IT	Bosman Adama [1944]	2021-10-29

SECTION 2

APPLICATIONS WITHDRAWN

Kind of plant: *Vaccinium* L. [Blueberry]

Application No.	Applicant	Agent	Proposed denomination	Date of Withdrawal
PT 6897	Driscoll's, Inc [981]	Adams & Adams [65]	DrisBlueSix	2021-10-20

Kind of plant: *Vitis* L. [Grape]

Application No.	Applicant	Agent	Proposed denomination	Date of Withdrawal
PT 7916	International Fruit Genetics, LLC [1399]	Karen Smit-Lotriet [2016]	IFG Twelve	2021-10-01

SECTION 3

APPLICATIONS REJECTED

Kind of plant: *Brassica oleracea* L. [Cauliflower]

Application No.	Applicant	Agent	Proposed denomination	Date of Refusal
N/A	Syngenta Crop [1577]	Syngenta SA [809]	Claforsa	2021-11-15

IV. DENOMINATIONS

IV.A Application for variety denominations

Vide I

SECTION 4

APPLICATIONS FOR APPROVAL OF ALTERATIONS OF DENOMINATIONS

Kind of plant: *Cucurbita* L. [Squash]

Application/Registration No.	Applicant	Agent	Previous denomination	Date alteration granted	New denomination
PT 9433	Conatech [839]	Conatech [839]	Buttergem	2021-11-12	Tigergem

Kind of plant: *Helianthus annuus* L. [Sunflower]

Application/Registration No.	Applicant	Agent	Previous denomination	Date alteration granted	New denomination
PT 9441	Limagrain Europe [1862]	Limagrain SA [1924]	215AC00244	2021-11-11	LG50744

SECTION 5

NOTIFICATIONS OF CHANGE OF AGENTS

Kind of plant: *Vitis* L. [Grape]

Application/Registration No.	Applicant	Variety Denomination	Previous Agent	New Agent
PT 8867	International Fruit Genetics, LLC [1399]	IFG Forty	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20217355	International Fruit Genetics, LLC [1399]	IFG Thirty	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20217356	International Fruit Genetics, LLC [1399]	IFG Thirty-one	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20217359	International Fruit Genetics, LLC [1399]	IFG Thirty-seven	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20217358	International Fruit Genetics, LLC [1399]	IFG Thirty-six	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
PT 8640	International Fruit Genetics, LLC [1399]	IFG Thirty-three	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20217357	International Fruit Genetics, LLC [1399]	IFG Thirty-two	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20217354	International Fruit Genetics, LLC [1399]	IFG Twenty-five	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20145536	International Fruit Genetics, LLC [1399]	IFG One	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20145535	International Fruit Genetics, LLC [1399]	IFG Two	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20125050	International Fruit Genetics, LLC [1399]	IFG Three	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20207073	International Fruit Genetics, LLC [1399]	IFG Four	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20186669	International Fruit Genetics, LLC [1399]	IFG Five	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20135291	International Fruit Genetics, LLC [1399]	IFG Six	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20155920	International Fruit Genetics, LLC [1399]	IFG Seven	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20145590	International Fruit Genetics, LLC [1399]	IFG Eight	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20145591	International Fruit Genetics, LLC [1399]	IFG Nine	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20155921	International Fruit Genetics, LLC [1399]	IFG Ten	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20186581	International Fruit Genetics, LLC [1399]	IFG Eleven	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20155922	International Fruit Genetics, LLC [1399]	IFG Thirteen	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20176417	International Fruit Genetics, LLC [1399]	IFG Fourteen	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20155923	International Fruit Genetics, LLC [1399]	IFG Sixteen	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20155924	International Fruit Genetics, LLC [1399]	IFG Seventeen	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20196830	International Fruit Genetics, LLC [1399]	IFG Eighteen	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20166130	International Fruit Genetics, LLC [1399]	IFG Nineteen	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20176416	International Fruit Genetics, LLC [1399]	IFG Twenty	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]

ZA 20196831	International Fruit Genetics, LLC [1399]	IFG Twenty-one	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20207074	International Fruit Genetics, LLC [1399]	IFG Twenty-two	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20207075	International Fruit Genetics, LLC [1399]	IFG Twenty-three	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20207076	International Fruit Genetics, LLC [1399]	IFG Twenty-four	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]
ZA 20207077	International Fruit Genetics, LLC [1399]	IFG Twenty-six	Heidi de Villiers [1799]	Karen Smit-Lotriet [2016]

SECTION 6

CHANGES IN THE PERSON OF THE HOLDER OF A PLANT BREEDERS' RIGHT

Kind of plant: **None**

Registration No.	Date granted	Variety Denomination	Date of transfer	Portion transferred	Previous Holder	New Holder

SECTION 7

CHANGES IN THE PERSON OF THE APPLICANT OF A PLANT BREEDERS' RIGHT

Kind of plant: *Malus* Mill. [Apple]

Application No.	Registration date	Variety Denomination	Date of change	Previous Applicant	New Applicant
PT 8760	2019-01-23	Wiltons Star	2021-10-07	Prince International SARL, Luxembourg [1859]	Prince International BV, Netherlands [1859]

Kind of plant: *Vaccinium* L. [Blueberry]

Application No.	Registration date	Variety Denomination	Date of change	Previous Applicant	New Applicant
PT 9492	2021-09-28	MG11543-23-004	2021-12-09	Moondarra Genetics, AU [1939]	Mountain High Blue Chill, AU [1939]
PT 9493	2021-09-28	MG11654-24-001	2021-12-09	Moondarra Genetics, AU [1939]	Mountain High Blue Chill, AU [1939]

SECTION 8

GRANT OF PLANT BREEDERS' RIGHTS

AGRICULTURAL CROPS

Kind of plant: *Arachis* L. [Groundnut]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 9224	TT006	Triotrade [1906]	Triotrade [1906]	ZA 20217481	2021-10-10	2041-10-10
PT 9162	TT007	Triotrade [1906]	Triotrade [1906]	ZA 20217482	2021-10-10	2041-10-10

Kind of plant: *Avena L.* [Oats]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 8208	Piketberg	ARC [254]	ARC [254]	ZA 20217549	2021-11-17	2041-11-17

Kind of plant: *Medicago L.* [Lucerne]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 8668	PaCL 501	Univ. of Queensland [1848]	Zylem [312]	ZA 20217479	2021-10-05	2041-10-05

Kind of plant: *Solanum tuberosum L.* [Potato]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 9410	King Russet	Den Hartigh [1824]	GWK [767]	ZA 20217480	2021-10-26	2041-10-26

Kind of plant: *Zea mays L.* [Yellow GMO]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 9156	2742MGRR2	Asociados DM [1281]	GDM Seeds SA [1708]	ZA 20217483	2021-10-25	2041-10-25
PT 8678	DKC60-74R	Monsanto [1338]	Bayer [1514]	ZA 20217484	2021-10-25	2041-10-25
PT 8364	DKC60-76BR	Monsanto [1338]	Bayer [1514]	ZA 20217485	2021-10-25	2041-10-25
PT 8897	DKC64-52R	Monsanto [1338]	Bayer [1514]	ZA 20217486	2021-10-25	2041-10-25
PT 8899	NP6690BR	Monsanto [1338]	Bayer [1514]	ZA 20217487	2021-10-25	2041-10-25
PT 8679	DKC71-46BR	Monsanto [1338]	Bayer [1514]	ZA 20217488	2021-10-25	2041-10-25
PT 9158	DM2016MG	Asociados DM [1281]	GDM Seeds SA [1708]	ZA 20217489	2021-10-25	2041-10-25
PT 9159	IS826MG	Asociados DM [1281]	GDM Seeds SA [1708]	ZA 20217490	2021-10-25	2041-10-25
PT 9238	NG6406NYK1	Monsanto [1338]	Bayer [1514]	ZA 20217491	2021-10-25	2041-10-25
PT 9239	NN6284PGJ1	Monsanto [1338]	Bayer [1514]	ZA 20217492	2021-10-25	2041-10-25
PT 9240	NS6103PGJ1	Monsanto [1338]	Bayer [1514]	ZA 20217493	2021-10-25	2041-10-25
PT 8929	P1197YHR	Pioneer Hi-Bred Int. [1810]	Corteva RSA [411]	ZA 20217494	2021-10-25	2041-10-25
PT 8928	P1257YHR	Pioneer Hi-Bred Int. [1810]	Corteva RSA [411]	ZA 20217495	2021-10-25	2041-10-25
PT 9181	P1257RCE	Pioneer Hi-Bred Int. [1810]	Corteva RSA [411]	ZA 20217496	2021-10-25	2041-10-25
PT 9192	P1366YHR	Pioneer Hi-Bred Int. [1810]	Corteva RSA [411]	ZA 20217497	2021-10-25	2041-10-25
PT 9182	P1975PW	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217498	2021-10-25	2041-10-25
PT 8938	PAN 3R-224 YHR	Pioneer Hi-Bred Int. [1810]	Corteva RSA [411]	ZA 20217499	2021-10-25	2041-10-25
PT 8925	PAN 4R-838BR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217500	2021-10-25	2041-10-25
PT 8926	PAN 5R-854BR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217501	2021-10-25	2041-10-25
PT 8941	PAN 5R-890BR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217502	2021-10-25	2041-10-25
PT 8900	SS7387BR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217503	2021-10-25	2041-10-25
PT 9243	SS7417PGJ1	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217504	2021-10-25	2041-10-25
PT 8902	ST6512BR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217505	2021-10-25	2041-10-25
PT 8903	ST7735BR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217506	2021-10-25	2041-10-25
PT 9196	X13D093PW	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217507	2021-10-25	2041-10-25
PT 9205	X18F883PW	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217508	2021-10-25	2041-10-25
PT 9208	X18M100PW	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217509	2021-10-25	2041-10-25
PT 9193	X23B148PW1	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217510	2021-10-25	2041-10-25
PT 9206	X23B151PW	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217511	2021-10-25	2041-10-25
PT 9217	X25K063BR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217512	2021-10-25	2041-10-25
PT 9209	X25N208PW	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217513	2021-10-25	2041-10-25
PT 9204	X25T367PW	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217514	2021-10-25	2041-10-25
PT 9201	X25T368R	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217515	2021-10-25	2041-10-25
PT 8950	X30P542R	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217516	2021-10-25	2041-10-25
PT 9218	X30T640R	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217517	2021-10-25	2041-10-25
PT 9215	X30T641R	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217518	2021-10-25	2041-10-25
PT 9214	X30T651R	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217519	2021-10-25	2041-10-25

Kind of plant: *Zea mays* L. [White GMO]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 8967	17WR20040R	KKSM [1421]	KKSM [1421]	ZA 20217523	2021-10-26	2041-10-26
PT 9236	DKC62-35R	Monsanto [1338]	Bayer [1514]	ZA 20217522	2021-10-26	2041-10-26
PT 9237	DKC62-37BR	Monsanto [1338]	Bayer [1514]	ZA 20217520	2021-10-26	2041-10-26
PT 9168	P1309WYHR	Pioneer Hi-Bred Int. [1810]	Corteva RSA [411]	ZA 20217540	2021-10-26	2041-10-26
PT 8907	P2927WBR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217541	2021-10-26	2041-10-26
PT 8911	PAN 4R-411B	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217524	2021-10-26	2041-10-26
PT 8912	PAN 4R-811 BR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217542	2021-10-26	2041-10-26
PT 9244	ST7716PGJ1	Monsanto [1338]	Bayer [1514]	ZA 20217521	2021-10-26	2041-10-26
PT 9170	X23F438WPW	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217538	2021-10-26	2041-10-26
PT 8909	X23H502WBR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217543	2021-10-26	2041-10-26
PT 8914	X25P286WR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217526	2021-10-26	2041-10-26
PT 9167	X25P292WR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217527	2021-10-26	2041-10-26
PT 9165	X25T374WR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217528	2021-10-26	2041-10-26
PT 9172	X28D309WPW	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217537	2021-10-26	2041-10-26
PT 9171	X28D308WPW	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217539	2021-10-26	2041-10-26
PT 8341	X30M369W YR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217544	2021-10-26	2041-10-26
PT 8922	X30P541WR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217529	2021-10-26	2041-10-26
PT 8917	X30P549WR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217530	2021-10-26	2041-10-26
PT 8920	X30P553WBR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217545	2021-10-26	2041-10-26
PT 9179	X30P553WR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217531	2021-10-26	2041-10-26
PT 8915	X30P555WR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217532	2021-10-26	2041-10-26
PT 9177	X30T636WR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217533	2021-10-26	2041-10-26
PT 9166	X35H446W BR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217536	2021-10-26	2041-10-26
PT 8596	X35N969WB	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217525	2021-10-26	2041-10-26
PT 9176	X35N969WR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217534	2021-10-26	2041-10-26
PT 8918	X35P808WR	Pioneer Overseas [133]	Corteva RSA [411]	ZA 20217535	2021-10-26	2041-10-26

VEGETABLE CROPSKind of plant: *Capsicum* L. [Pepper]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 8816	Cherokee	Sakata America [1111]	Sakata SA [1356]	ZA 20217477	2021-10-01	2041-10-01
PT 8572	Magno	Sakata America [1111]	Sakata SA [1356]	ZA 20217546	2021-10-27	2041-10-27
PT 9012	SMK3	BreedX [1886]	Spoor & Fisher [157]	ZA 20217478	2021-10-01	2041-10-01
PT 8570	Spicy Slice	Sakata America [1111]	Sakata SA [1356]	ZA 20217547	2021-10-27	2041-10-27
PT 8571	Yellow Sparkler	Sakata America [1111]	Sakata SA [1356]	ZA 20217548	2021-10-27	2041-10-27

FRUIT CROPSKind of plant: *Citrus* L. [Clementine]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 8791	Cultifort	RS Rocher [1648]	Source Citrus Genesis [1620]	ZA 20217440	20211001	20461001
PT 8792	OCT 488	RS Rocher [1648]	Source Citrus Genesis [1620]	ZA 20217441	20211001	20461001
PT 8793	Early Esbal	Patryberg Citrus	Citrogold [964]	ZA 20217442	20211001	20461001

Kind of plant: *Citrus* L. [Mandarin]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 8791	Ma'ayana	Volcani Centre, IL [327]	Citrogold [964]	ZA 20217439	20211001	20461001
PT 6691	Saint André	Hennie Ehlers [1564]	CGACC [1487]	ZA 20217445	20211001	20461001

PT 8792	Shanit	Volcani Centre, IL [327]	Citrogold [964]	ZA 20217444	20211001	20461001
PT 8793	Tami	Volcani Centre, IL [327]	Citrogold [964]	ZA 20217443	20211001	20461001

Kind of plant: *Vitis* L. [Grape]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 8136	Itumfive	Itum SL, IT [1681]	SNFL [1795]	ZA 20217438	20211001	20461001

ORNAMENTAL CROPS

Kind of plant: *Plantago* L. [Plantain]

Application No.	Variety Denomination	Grantee	Agent	Grant No.	Date of Grant	Expiry Date
PT 8732	Agritonic	Grasslands Innovation [1547]	Hahn & Hahn [629]	ZA 20217550	2021-12-01	2041-12-01

SECTION 9

REFUSAL OF GRANTS FOR PLANT BREEDERS' RIGHTS

Kind of plant: *Zea mays* L. [White GMO]

Application No.	Applicant	Agent	Variety Denomination	Date of Rejection
PT 8906	Pioneer Overseas [133]	Corteva RSA [411]	X18K298WBR	2021-10-26

SECTION 10

PLANT BREEDERS' RIGHTS EXPIRED

Registration No.	Genus & species	Common Name	Variety Denomination	Holder	Agent	Date Expired

SECTION 11

PLANT BREEDERS' RIGHTS SURRENDERED

Registration No.	Genus & species	Common Name	Variety Denomination	Holder	Agent	Date Surrendered
ZA 20135323	<i>Solanum tuberosum</i> L.	Potato	Ambition	Kweek [1570]	FPD [390]	2021-11-09
ZA 20155919	<i>Solanum tuberosum</i> L.	Potato	Excellency	Kweek [1570]	FPD [390]	2021-11-09
ZA 20166171	<i>Solanum tuberosum</i> L.	Potato	Performer	Kweek [1570]	FPD [390]	2021-11-09

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2017

14 April 2022

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED

Notice is hereby given in terms of section 11(1) of the Restitution of Land Rights Act, Act No. 22 of 1994 as amended, that Ms. Maluleke Mamaila Flora lodged a claim for restitution of land rights, on part of remaining extent of the farm Tengwe's location 255 MT, situated within the Vhembe District of the Limpopo province. This land claim was lodged on the 22nd of December 1997. The claimant lost right of land on 1.6960 hectares within the farm Tengwe's location 255 MT. **Further details of the property under claim are as follows:**


FARM NAME	OWNER	EXTENT HECTARES	IN	BONDS/ RESTRICTIVE CONDITIONS	HOLDER	TITLE DEED
Part of the Remaining Extent of the Farm Tengwe's Location 255 MT	National Government Republic of South Africa	7229.5509 hectares (claimants lost land rights on 1.6960 hectares)		N/A	N/A	T148098/2000

Take further notice that the Office of the Regional Land Claims Commissioner: Limpopo is investigating this land claim. Any party that has an interest in the above-mentioned property is hereby invited to submit in writing within **30** days of publication of this notice, any comment, and/or objection to the Regional Land Claims Commissioner at the addresses set out below under reference number **KRP 3017**.

Take further notice that a meeting of all interested parties will be convened upon publication of this notice, for the purpose of information sharing and outlining of the Restitution process.

The office of the Regional Land Claims
Commissioner: Limpopo
Private Bag x9552
POLOKWANE
0700

Submission may also be delivered to:
13th – 15th Floor Thabakgolo Nedbank Building
50 -58 Landros Mare Street
POLOKWANE
0700


L H MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
DATE: 2022/03/30

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2018

14 April 2022

NOTICE OF GAZETTE IN TERMS SECTION 11 (1) OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994) AS AMENDED,

Notice is hereby given in terms of Section 11(1) of the Restitution of Land Rights Act, Act No. 22 of 1994 as amended that a land claim for Restitution of Land Rights has been lodged on the part of the farm Kutamas Location 225 LS, situated in Makhado Municipality, Vhembe District of Limpopo Province. The land claim was lodged on the 19th of December 1997

Details of Lodgement

KRP NO.	CLAIMANT	I.D NUMBER	CLAIMED PROPERTY
2845	Melembe Maria	430906 0350 089	Kutama-Midoroni

Preliminary investigations that was conducted by the Office of the Regional land Claims Commissioner: Limpopo indicates that the claimant was dispossessed of land rights from Kutama-Midoroni village. This village is in part of the farm Kutamas Location 225 LS.

Detailed information of the property under claim is as follows:


Property	Current owner	Title Deed	Total Extent	Endorsements
The farm Kutamas Location 225 LS	National Government of the Republic of South Africa	T38529/2016	7388.1767 Ha (survey hectares claimed 21.8342)	None

All interested parties should take note that the office of the Regional Land Claims Commissioner: Limpopo is investigating this land claim. Any party that has an interest in the above-mentioned property is hereby invited to submit in writing within **30** days of publication of this notice, any comment, and / or objection to this land claim to the Office of the Regional Land Claims Commissioner: Limpopo at the addresses set out below under **KRP number 2845**.

The Regional Land Claims Commissioner: Limpopo
Private Bag X9552
Polokwane
0700

Submissions can also be hand delivered to:
61 Biccard Street
Polokwane
0700

OR 13TH -15TH Floor Thabakgolo Nedbank Building
50 – 58 Landros Mare Street
Polokwane, 0700


MR L.H MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER

DATE: 2022/03/30

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2019

14 April 2022

NOTICE OF GAZETTE IN TERMS SECTION 11 (1) OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994) AS AMENDED,

Notice is hereby given in terms of Section 11(1) of the Restitution of Land Rights Act, Act No. 22 of 1994 as amended that a land claim for Restitution of Land Rights has been lodged on the part of the farm Bloemfontein 223 MT, situated in Makhado Local Municipality, Vhembe District of the Limpopo. The land claim was lodged by Mr Nkhangweleni Philemon Makatu, Mr Ravele Samuel Makatu, Chief Muanalo Elisa Makatu, Mr Muthuphei David Makatu and Ms Marandela Mukwevho before cut-off date of 31st of December 1998. Makatu community land claimants lost rights on part of the farm Bloemfontein 233 MT measuring 161.7666 hectares.

Detailed information of the property under claim is as follows:


Property	Current owner	Title Deed	Total Extent	Extent claimed	Endorsements
Remaining Extent of the farm Bloemfontein 233 MT	National Government of the Republic of South Africa	T60384/1988PT A	913.9610 H	161.7666 H (survey hectares claimed)	I-19435/2000CVNPTA I-12922/2012CPTA

All interested parties should take note that the office of the Regional Land Claims Commissioner: Limpopo is investigating this land claim. Any party that has an interest in the above-mentioned property is hereby invited to submit in writing within 30 days of publication of this notice, any comment, and / or objection to this land claim to the Office of the Regional Land Claims Commissioner: Limpopo at the addresses set out below under **KRP No. 2258**

The Regional Land Claims Commissioner: Limpopo
Private Bag X9552
Polokwane
0700

Submissions can also be hand delivered to:
Koos Smith Buiding
61 Biccard Street
Polokwane
0700

OR 13TH -15TH Floor Thabakgolo Nedbank Building
50 – 58 Landros Mare Street
Polokwane, 0700


MR L.H MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER

DATE: 2022/08/30

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2020

14 April 2022

GENERAL NOTICE IN TERMS OF SECTION 11 (1) OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED

Notice is hereby given in terms of section 11(1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) as amended, that a claim for Restitution of Land Rights has been lodged on Mpapuli 278 MT, situated within the Collins Chabane Local Municipality, Vhembe District of the Limpopo.

This land claim was lodged by the late Ms Makhawukani Mhlaba John before the 31st December 1998. Msapa family lost rights on the land which is approximately 37.2463 hectares.

Detailed information of the property under claim is as follows:

No	Farm name	Current owner	Total hectares of the property	Total hectares claimed	Title deed number	Endorsement
0	R/E of the farm Mpapuli	Republic of South Africa	Size of the land 15321.1306H,	(NB: only 37.2463Ha are subject to Makhawukani family)	T4805/1998	I-22471/1999LG I-22599/2014LG I-8943/2013LG I-8939/2013LG K3864/2005S

All interested parties should take note that the office of the Regional Land Claims Commissioner: Limpopo is investigating this land claim. Any party that has an interest in the above-mentioned property is hereby invited to submit in writing within **30** days of publication of this notice, any comment, and / or objection to this land claim to the Office of the Regional Land Claims Commissioner: Limpopo at the addresses set out below under **KRP number: 9186**.

The Regional Land Claims Commissioner: Limpopo
Private Bag X9552
Polokwane
0700

Submissions can also be delivered to:
61 Biccard Street
Polokwane
0700


MR. L.H. MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER

DATE: 2022/03/22

Page 1 of 1

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2021

14 April 2022

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994 (ACT NO. 22 OF 1994), AS AMENDED

Notice is hereby given in terms of section 11(1) of the Restitution of Land Rights Act, 1994 (Act No. 22 of 1994) as amended, that a claim for Restitution of Land Rights has been lodged by Kgosi Shikwane Mollison Tladi on the property situated within Makhuduthamaga Local Municipality, Sekhukhune District: Limpopo.

Kgosi Shikwane Mollison Tladi of ID NO: 670813 5695 080 lodged a land claim on behalf of Batau ba Photo Community on a property mentioned in the table below on the 05th of July 1998.

PROPERTY	CURRENT OWNER	TITLE DEED	EXTENT	BONDS AND RESTRICTIVE CONDITIONS
Doornveld 781 KS	National Government of the Republic of South Africa	T3158/1895 PTA T47082/2016PTA	2414, 5637 ha	None

Take further notice that the Office of the Regional Land Claims Commissioner: Limpopo is in a process of settling this land claim. Any party that has an interest in the above-mentioned property is hereby invited to submit in writing within **14** days of publication of this notice, any comment, and/ or objection to this land claim to the Office of the Regional Land Claims Commissioner: Limpopo at the address set out below under reference number **KRP NO: 11146**

Office of the Regional Land Claims Submissions may also be delivered to:

Commissioner: Limpopo
Private Bag x9552
POLOKWANE
0700

61 Biccard Street
Corner Grobler & Biccard Streets
POLOKWANE
0700

L.H MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER: LIMPOPO
DATE:

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 2022

14 April 2022

GENERAL NOTICE IN TERMS OF THE RESTITUTION OF LAND RIGHTS ACT, 1994
(ACT NO. 22 OF 1994), AS AMENDED

Notice is hereby given in terms of section 11(1) of the Restitution of Land Rights Act, Act No. 22 of 1994, as amended, that a claim for restitution of land rights has been lodged on the farms; Tafelkop 120 JS, Hartebeesfontein 20 JS, Varschwater 23 JS, Mooiplaats 121 JS, Potgietershoop 758 KS and Tusschenin 21 JS (Portion 1236 of the farm Loskop North 12 JS). All the farms are located within Elias Motsoaledi Local Municipality, Sekhukhune District of Limpopo.

Kgoshi Rammupudu Boleu II lodged a land claim on behalf of Bakgaga Ba Kopa community on the 08th December 1998. Ultimately the claim was allocated **KRP: 1498** as the reference number for purposes of administration.


PROPERTY NAME	EXTENT	TITLE DEED NO	ENDORSEMENTS/ ENCUMBRANCES	HOLDER
Portion 0 (Remaining Extent) of the farm Tafelkop 120 JS	2044.6903 ha	T18635/1977P TA	CONVERTED FROM PTA JS,120 LEBOWA	- - -
Portion 1 of the farm Tafelkop 120 JS	4.0600 ha	T18634/1977P TA	K6368/2000RMPTA CONVERTED FROM PTA JS,120,1 LEBOWA	LEBOWA MINERAL - - -
Portion 0 (Remaining Extent) of the farm Hartebeesfontein 20 JS	1306.7795 ha	T18640/1977	B76137/1998PTA K2949/1995PCPTA K4108/2011SPTA K4441/1989RMPTA K939/2004RMPTA K960/2006SPTA VA1779/1995PTA VA864/1999PTA CONVERTED FROM PTA JS,20 LEBOWA	VOLSKAS RIO TINTO EKSLORASIE LTD - - AFC PROP PTY LTD - K441/1989RM - - - -
Portion 2 of the farm Hartebeesfontein 20 JS	391.2734 ha	T18640/1997P TA	K1883/2000RMPTA K4108/2011SPTA K960/2006SPTA CONVERTED FROM PTA JS,20,2 LEBOWA	LEBOWA MINERAL TRUST - - - - -
Portion 4 (Remaining Extent) of the farm Hartebeesfontein 20 JS	670.3292 ha	T18640/1997P TA	K1884/200RMPTA K4108/2011SPTA K960/2006SPTA CONVERTED FROM PTA FROM-PTN3&R/E,PTN1,2 JS,20,4 LEBOWA	LEBOWA MINERAL TRUST - - - 0,JS - -
Portion 5 of the farm Hartebeesfontein 20 JS	245.1769 ha	T18639/1997P TA	K6314/2000RMPTA CONVERTED FROM PTA	LEBOWA MINERAL TRUST -

			JS,20,5 LEBOWA	- -
Portion 0 (Remaining Extent) of the farm Varschwater 23 JS	34.3548 ha	T45089/2001P TA	I-2922/2012CPTA VA4313/1998PTA CONVERTED FROM PTA JS,23 CONSOLIDATED FROM CONSOLIDATED FROM	- T82071/1991 - - REG DIV JS, NAME KALFONTEIN, NO 49, PRTN 12 REG DIV JS, NAME KALFONTEIN , NO 49, PRTN 22
Portion 3 (Remaining Extent) of the farm Varschwater 23 JS	29.9858 ha	T45090/PTA	I-12922/2012,CPTA CONVERTED FROM PTA JS, 23,3	- - -
Portion 0 (Remaining Extent) of the farm Mooiplaats 121 JS	1200.5289 ha	T69234/2014P TA	K1249/2000RMPTA CONVERTED FROM PTA JS,121 LEBOWA	- - - -
Portion 2 (Remaining Extent) of the farm Mooiplaats 121 Js	1228.7001 ha	T69234/2014P TA	CONVERTED FROM PTA LEBOWA	- -
Portion 3 of the farm Mooiplaats 121 Js	4.2827 ha	T77554/2000P TA	K3696/1989RMPTA VA3424/2005PTA CONVERTED FROM PTA	HAMMAN ERNA HUMMAN JOHANNES NICOLAAS -
Portion 0 of the farm Potgietershoop 758 KS	1602.5985 ha	T40565/2009P TA	I-2922/2012CPTA KS,758PTA K5479/2001RMPTA K5563/2001SPTA CONVERTED FROM PTA LEBOWA	- - ANGLO OPERATIONS PTY LTD - -
Portion 1236 (Remaining Extent) of the farm Loskop north 12 JS	155.7088 ha	T991/2016PT A	B10196/2009PTA B2063/2019/2019 B21260/2013PTA B23743/1995PTA B31831/2011PTA B3183/2011PTA B37029/2014PTA B55377/2003PTA B57266/1985PTA B5803/2016PTA B73932/2005PTA B82472/1991PTA CONVERTED FROM PTA CONSOLIDATED FROM CONSOLIDATED FROM	ABSA BANK LTD ABSA BANK LTD ABSA BANK LTD ABSA BANK LTD ABSA BANK LTD ABSA BANK LTD ABSA BANK LTD ABSA BANK LTD ABSA BANK LTD ABSA BANK LTD ABSA BANK LTD ABSA BANK LTD ABSA BANK LTD ABSA BANK LTD - REG DIV JS, NAME LOSKOP NOORD, NO 12 PRTN 101 REG DIV JS, NAME TUSSCHENIN, 21,PRTN 0

Any party that has an interest in the above properties is hereby invited to submit in writing, within 30 days of publication of this notice, any comment or information under reference number **KRP 1498** to:

The Regional Land Claims Commissioner:
Limpopo
Private Bag X9552
Polokwane
0700
Tel: (015) 284 6300
Fax: (015) 295 7404/7403

**Submissions may also be
delivered to:**
61 Biccard Street
Polokwane
0700


HARRY MAPHUTHA
REGIONAL LAND CLAIMS COMMISSIONER
DATE: 2022/03/30

DEPARTMENT OF MINERAL RESOURCES AND ENERGY

NO. 2023

14 April 2022

Annexure A

DETERMINATION UNDER SECTION 34(1) OF THE ELECTRICITY REGULATION ACT, 2006 (ACT NO. 4 OF 2006)

The Minister of Mineral Resources and Energy ("the Minister"), in consultation with the National Energy Regulator of South Africa ("NERSA"), acting under section 34(1) of the Electricity Regulation Act, 2006 (Act No. 4 of 2006) (as amended) (the **ERA**) and the Electricity Regulations on New Generation Capacity (published as GNR. 399 in Government Gazette No. 34262 dated 04 May 2011) ("Regulations"), has determined as follows:

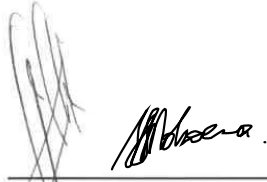
1. that new generation capacity is needed to be procured or bought to contribute towards energy security, accordingly,
 - 1.1 344 megawatts (MW) should be generated from Battery Energy Storage Systems (BESS), which represents a portion of the capacity allocated under the heading "Storage", for the year 2029, in Table 5 of the Integrated Resource Plan for Electricity 2019 - 2030 (published as GN 1360 of 18 October 2019 in Government Gazette No. 42784)("IRP 2019");
 - 1.2 60 megawatts (MW) should be generated from Solar PV, which represents a portion of the capacity allocated under the heading "Solar PV", for the year 2025, in Table 5 of the Integrated Resource Plan for Electricity 2019 - 2030 (published as GN 1360 of 18 October 2019 in Government Gazette No. 42784)("IRP 2019");
2. electricity produced from the new generation capacity ("the electricity") shall be procured or bought through one or more tendering procedures which are fair, equitable, transparent, competitive and cost-effective;

Page 1 of 2


DETERMINATION UNDER SECTION 34(1) OF THE ELECTRICITY REGULATION ACT, 2006 (ACT NO. 4 OF 2006)

3. the electricity procured or bought shall target connection to the Grid as soon as reasonably possible in line with the timetable set out in Table 5 of the IRP 2019. Deviations from the timetable set out in Table 5 are permitted to the extent necessary taking into account all relevant factors including prevailing energy security risks, the time required for efficient procurement and the required construction timelines for such new generation capacity facility;
4. the generation capacity must be procured or bought by Eskom Holdings SOC Ltd.

Concurrence to this Determination given by the National Energy Regulator of South Africa on the below mentioned date:


Signed: _____
MR FUNGA SIBANDA
PART-TIME REGULATOR MEMBER:
NERSA
DATE: 25 February 2022

Determination made by the Minister of Mineral Resources and Energy on the below mentioned date:


Signed: _____
MR GWEDE MANTASHE, MP
MINISTER: MINERAL RESOURCES
AND ENERGY
DATE: 31/08/2021

SOUTH AFRICAN RESERVE BANK

NO. 2024

14 April 2022



SOUTH AFRICAN RESERVE BANK

REVOCATION AND DESIGNATION NOTICE

REVOCATION OF THE DESIGNATION OF THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY INTEGRATED REGIONAL ELECTRONIC SETTLEMENT SYSTEM AS A DESIGNATED SETTLEMENT SYSTEM, AND DESIGNATION OF THE SOUTHERN AFRICAN DEVELOPMENT COMMUNITY REAL-TIME GROSS SETTLEMENT SYSTEM AS THE NEW DESIGNATED SETTLEMENT SYSTEM**1. Introduction**

- 1.1 The South African Reserve Bank (SARB) is empowered to designate a settlement system as a designated settlement system in terms of section 4A(4) of the National Payment System Act 78 of 1998, as amended (NPS Act). Such designation may be made if the designation is in the interest of the integrity, effectiveness, efficiency or security of the payment system.
- 1.2 The Southern African Development Community (SADC) Protocol on Finance and Investment provides for, among other things, cooperation on payment, clearing and settlement systems among the SADC central banks which underpin the development of payment systems in the region.
- 1.3 In implementing cooperation on payment systems in the region, the SARB in collaboration with the central banks of SADC has developed and implemented the Southern African Development Community Real-Time Gross Settlement System (SADC-RTGS System), formerly known as the Southern African Development Community Integrated Regional Electronic Settlement System (SIRESS). This is a regional clearing and settlement system for SADC.

- 1.4 The SARB published a notice in General Notice No. 749 of *Government Gazette No. 36666* dated 19 July 2013 with the effective date of 22 July 2013 (Notice), which designated SIRESS as a designated settlement system in terms of section 4A(4) read with section 4A(5)(a) of the NPS Act. The Notice further specified the SARB as the designated settlement system operator (SIRESS Operator) in terms of section 4A(5)(b) of the NPS Act.
- 1.5 The Committee of Central Bank Governors (CCBG) in SADC later took a decision to change the name of the system from 'SIRESS' to the 'SADC-RTGS System', due to potential passive infringements on similar trademarks.
- 1.6 It has therefore become necessary to revoke the Notice issued in 2013 and substitute it with this designation notice that reflect the new name of the system, being the 'Southern African Development Community Real-Time Gross Settlement System', abbreviated as the 'SADC-RTGS System'.

2. Revocation and designation

- 2.1 The SARB is empowered, in terms of section 4A(6) of the NPS Act, to vary or revoke any designation by (i) amending or revoking any condition to which the designation is subject, or by (ii) making the designation subject to a new condition or conditions.
- 2.2 The SARB has thus considered the provisions of the NPS Act together with relevant factors, and has deemed it to be in the interest of the integrity, effectiveness, efficiency and safety of the payment system to:
- revoke the designation of SIRESS as a designated settlement system;
 - designate the SADC-RTGS System as the new designated settlement system; and
 - specify the SARB as the designated settlement system operator of the SADC-RTGS System.

- 2.3 This revocation shall not affect any payment to or out of the account of a SADC-RTGS System participant, nor any netting or settlement that took place prior to this notice.
- 2.4 All the legal agreements, arrangements and/or rules concluded by SIRESS are deemed to have been concluded by the SADC-RTGS System, and remain valid.
- 2.5 All the transactions concluded by SIRESS are deemed to have been concluded by the SADC-RTGS System, and remain valid.
- 2.6 All the obligations of SIRESS become those of the SADC-RTGS System.
- 2.7 All the members of SIRESS become members of the SADC-RTGS System.
- 2.8 Anything done by SIRESS must be regarded as having been done by the SADC-RTGS System.
- 2.9 Therefore, I, Lesetja Kganyago, Governor of the SARB, hereby, with effect from the date of publication in the *Government Gazette*:
- 2.9.1 revoke the Notice dated 19 July 2013;
- 2.9.2 designate the SADC-RTGS System as the new designated settlement system; and
- 2.9.3 specify that the SARB shall be the operator of the SADC-RTGS System and shall function as the designated settlement system operator.
- 2.10 Notwithstanding the change of the name from SIRESS to the SADC-RTGS System, the SADC-RTGS System will continue to operate as a cross-border real-time gross settlement system within the SADC member states.

2.11 Furthermore, this designation will continue to enable the SADC-RTGS System operator to maintain a real-time gross settlement account in the SARB's South African Multiple Option Settlement (SAMOS) System.

Signed at Pretoria on this 04th day of April 2022.

Leserja Kganyago

Mr E L Kganyago
Governor
South African Reserve Bank

GENERAL NOTICES • ALGEMENE KENNISGEWINGS

THE PRESIDENCY**NOTICE 971 OF 2022****MR. DEAN MACPHERSON, MP****NOTICE OF INTENTION TO INTRODUCE A PRIVATE MEMBER'S AMENDMENT BILL AND INVITATION FOR COMMENT ON THE DRAFT AMENDMENT BILL, NAMELY THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK AMENDMENT BILL, 2022**

Mr Dean Macpherson, MP, acting in accordance with section 73(2) of the Constitution of the Republic of South Africa, 1996, intends to introduce the Preferential Procurement Policy Framework Amendment Bill, 2022, in the National Assembly of Parliament. An explanatory summary of the member's draft Amendment Bill is hereby published in accordance with Rule 276(1)(c) of the Rules of the National Assembly (9th Edition).

The Preferential Procurement Policy Framework Act 5 of 2000 stipulates in section 2(1)(b)(i) and (ii), and 2(1)(d)(i), that an organ of state, when determining its preferential procurement policy must implement it within a framework that considers a tenderer's Broad Based Black Economic Empowerment (BBBEE) status.

The proposed Preferential Procurement Policy Framework Amendment Bill will seek to give priority to a tenderer's competency and removing the BBBEE consideration from the Preferential Procurement Policy Framework. Instead, preference should be given under certain circumstances, to a company which makes the most positive socio-economic impact as measured by a variety of Sustainable Development Goals (SDG's). The Bill will also seek to repeal the Broad-Based Black Economic Empowerment Act.

One of the most powerful ways government is able to implement policy, is through the manner in which it selects companies to do business with. This proposed Bill will under certain circumstances recognise companies which make the most positive socio-economic impact as measured by a variety of Sustainable Development Goals instead of BBBEE status. However, competency and pricing will take priority, as effective and cost-efficient service delivery will benefit those reliant on government services the most.

Interested parties and institutions are invited to submit written representations on the proposed content of the draft Bill to the Speaker of the National Assembly within 30 days of the publication of this notice. Representations can be delivered to the Speaker, New Assembly Building, Parliament Street, Cape Town; mailed to the Speaker, PO Box 15, Cape Town, 8000; or emailed to speaker@parliament.gov.za and copied to legislation@da.org.za.

Democratic Alliance
PO Box 15, Cape Town, 8000
Attention: Mr Dean Macpherson
Email: legislation@da.org.za

DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

NOTICE 972 OF 2022

STANDARDS ACT, 2008
STANDARDS MATTERS

In terms of the Standards Act, 2008 (Act No. 8 of 2008), the Board of the South African Bureau of Standards has acted in regard to standards in the manner set out in the Schedules to this notice.

SECTION A: DRAFTS FOR COMMENTS

The following draft standards are hereby issued for public comments in compliance with the norm for the development of the South Africa National standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title, scope and purport	Closing Date
SANS 60287-2-1 Ed 2	<i>Electric cables – Calculation of the current rating – Part 2-1: Thermal resistance – Calculation of the thermal resistance.</i> Applies solely to the conditions of steady-state operation of cables at all alternating voltages, and direct voltages up to 5 kV, buried directly in the ground, in ducts, in troughs or in steel pipes, both with and without partial drying-out of the soil, as well as cables in air.	2022-05-31
SANS 60287-3-1 Ed 2	<i>Electric cables – Calculation of the current rating – Part 3-1: Sections on operating conditions – Reference operating conditions and selection of cable type.</i> Applicable to the conditions of steady-state operation of cables at all voltages, buried directly in the ground, in ducts, troughs or in steel pipes, both with and without partial drying-out of the soil, as well as cables in air.	2022-05-26

SCHEDULE A.1: AMENDMENT OF EXISTING STANDARDS

The following draft amendments are hereby issued for public comments in compliance with the norm for the development of the South African National Standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and Edition	Title	Scope of amendment	Closing Date
SANS 1574-5 Ed 1.2	<i>Electric flexible cables with solid extruded dielectric insulation – Part 5: Rubber-insulated cables for industrial use</i>	Amended to delete the annex on notes to purchasers.	2022-05-26

SECTION B: ISSUING OF THE SOUTH AFRICAN NATIONAL STANDARDS

SCHEDULE B.1: NEW STANDARDS

The following standards have been issued in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport
SANS 1589-1:2022 Ed 1	<i>The requirements for braking systems of Underground Trackless Mobile Machines – Part 1: Design, performance and testing requirements.</i> Specifies minimum performance requirements and test procedures for the braking systems of underground trackless mobile machines that are designed for or modified for the use in underground mining operations.

Standard No. and year	Title, scope and purport
SANS 1589-2:2022 Ed 2	<i>The requirements for braking systems of Underground Trackless Mobile Machines – Part 2: In service brake testing of underground Trackless Mobile Machines and trailer combinations.</i> Specifies requirements for the in-service brake testing of self-propelled Trackless Mobile Machines (TMMs) that are used in underground mines for the purpose of towing other machines or equipment on wheels, trailers, as well as other combinations of towing machines and trailers.
SANS 1589-3:2022 Ed 1	<i>The requirements for braking systems of Underground Trackless Mobile Machines – Part 3: In-service brake testing (trailers excluded).</i> Specifies requirements for the in-service brake testing of self-propelled trackless mobile machines (TMM) that are used in underground mines.
SANS 62271-214:2022 Ed 1	<i>High-voltage switchgear and controlgear – Part 214: Internal arc classification for metal-enclosed pole-mounted switchgear and controlgear for rated voltages above 1 kV and up to and including 52 kV.</i> Specifies requirements for internal arc classification of metal-enclosed pole-mounted switchgear installations used for alternating current with rated voltages above 1 kV and up to and including 52 kV with service frequencies up to and including 60 Hz.
SANS 60884-3-1:2022 Ed 1	<i>Plugs and socket-outlets for household and similar purposes – Part 3-1: Particular requirements for socket-outlets incorporating USB power supply.</i> Applies to fixed or portable socket-outlets for AC only, with or without earthing contact, with a rated voltage greater than 50 V but not exceeding 440 V and a rated current not exceeding 32 A, intended for household and similar purposes, either indoors or outdoors, incorporating USB power supply.
SANS 13577-4:2022 Ed 1	<i>Industrial furnace and associated processing equipment – Safety – Part 4: Protective systems.</i> Specifies the requirements for protective systems used in industrial furnaces and associated processing equipment (TPE).
SANS 20139:2022 Ed 1	<i>Uniform provisions concerning the approval of passenger cars with regard to Brake Assist Systems (BAS).</i> Applies to the approval of vehicles of category M ¹ and N1 ¹ with regard to their brake assist systems.
SANS 289:2022 Ed 2	<i>Labelling requirements for pre-packaged products (pre-packaged) and general requirements for the sale of goods subject to legal metrology control.</i> Covers requirements for the labelling of pre-packaged products with respect to a) the identity of the product, b) the name and place of business of the manufacturer, packer, distributor, importer or retailer, and c) the net quantity of the product. It also covers general requirements for the sale of goods and prescribed sizes in which certain products are packaged.
SANS 12999-1:2022 Ed 1	<i>Acoustics – Determination and application of measurement uncertainties in building acoustics - Part 1: Sound insulation.</i> Specifies procedures for assessing the measurement uncertainty of sound insulation in building acoustics.
SANS 16283-1:2022 Ed 1	<i>Acoustics – Field measurement of sound insulation in buildings and of building elements - Part 1: Airborne sound insulation.</i> Specifies procedures to determine the airborne sound insulation between two rooms in a building using sound pressure measurements.
SANS 16283-2:2022 Ed 1	<i>Acoustics – Field measurement of sound insulation in buildings and of building elements - Part 2: Impact sound insulation.</i> Specifies procedures to determine the impact sound insulation using sound pressure measurements with an impact source operating on a floor or stairs in a building
SANS 62061:2022 Ed 1	<i>Safety of machinery – Functional safety of safety-related control systems.</i> Specifies requirements and makes recommendations for the design, integration and validation of safety-related control systems (SCS) for machines.
SANS 13577-1:2022 Ed 1	<i>Industrial furnaces and associated processing equipment – Safety – Part 1: General requirements.</i> Specifies the general safety requirements common to industrial furnaces and associated processing equipment (TPE).
SANS 23873:2022 Ed 1	<i>Hard coal – Method for the measurement of the swelling of hard coal using a dilatometer.</i> Describes a method for the measurement of the swelling of hard coal using a dilatometer.

Standard No. and year	Title, scope and purport
SANS 1874:2022 Ed 4	<i>Switchgear – Metal-enclosed ring main units for rated a.c. voltages above 1 kV and up to and including 36 kV.</i> Specifies the characteristics of new factory-assembled metal enclosed ring main units that are rated for use on a three-phase cable system for rated a.c. voltages above 1 kV and up to and including 36 kV, and are designed for indoor or outdoor operation at a rated frequency of 50 Hz.
SANS 60227-5:2022 Ed 2	<i>Polyvinyl chloride insulated cables of rated voltages up to and including 450/750 V – Part 5: Flexible cables (cords).</i> Details the particular specifications for polyvinyl chloride insulated flexible cables (cords), of rated voltages up to and including 300/500 V.
SANS 62271-101:2022 Ed 3	<i>High-voltage switchgear and controlgear – Part 101: Synthetic testing.</i> Applies to AC circuit-breakers within the scope of IEC 62271-100 (published in South Africa as an identical adoption under the designation SANS 62271-100).
SANS 80601-2-60:2022 Ed 1	<i>Medical electrical equipment – Part 2-60: Particular requirements for the basic safety and essential performance of dental equipment.</i> Applies to the BASIC SAFETY and ESSENTIAL PERFORMANCE OF DENTAL UNITS, DENTAL PATIENT CHAIRS, DENTAL HANDPIECES AND DENTAL OPERATING LIGHTS, thereafter, referred to as DENTAL EQUIPMENT.
SANS 1707-2:2022 Ed 2	<i>Sawn eucalyptus timber – Part 2: Brandering and battens.</i> Specifies requirements for one grade of eucalyptus timber that is suitable for use as brandering and battens, i.e. intended for being fixed against the beams and joists in roofs for the attachment of ceilings and for the boxing in of eaves, and for use as supports on roof trusses for the fixing of roofing slates, tiles, wooden shingles, sheeting and thatch.
SANS 17247:2022 Ed 3	<i>Coal and coke - Ultimate analysis.</i> Establishes a practice for the ultimate analysis of coal and coke and is intended for general utilization by the coal and coke industries to provide a basis for comparison of coals and cokes.

SCHEDULE B.2: AMENDED STANDARDS

The following standards have been amended in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport
SANS 951:2022 Ed 3.2	<i>Fire-resistant record protection equipment. Consolidated edition incorporating amendment No. 2.</i> Amended to delete the appendix on notes to purchasers.
SANS 876:2022 Ed 2.2	<i>Cable terminations and live conductors within air-filled enclosures (insulation co-ordination) for rated a.c. voltages from 7,2 kV up to and including 36 kV Consolidated edition incorporating amendment No. 2.</i> Amended to replace reference to "specification" with "standard", to update the sub-clause on enclosures for cable terminations in air, to replace reference to "tender" with "supplier" or "manufacturer", to update the annex on guide to purchasers on preparing an enquiry, the annex on model form for schedules A and B, and the annex on illustrations of enclosures and live conductors.
SANS 1657:2022 Ed 2.4	<i>Bottled water of subterranean origin. Consolidated edition incorporating amendment No. 4.</i> Amended to update the referenced standards, and to delete the annex on notes to purchasers.

SCHEDULE B.3: WITHDRAWN STANDARDS

In terms of section 24(1)(C) of the Standards Act, the following standards have been withdrawn.

Standard No. and year	Title
SANS 60439-5:2006 Ed 2	<i>Low-voltage switchgear and controlgear assemblies – Part 5: Particular requirements for assemblies for power distribution in public networks</i>

SANS 61243-5:1997 Ed 1	<i>Live working - Voltage detectors – Part 5: Voltage detecting systems (VDS)</i>
SANS 62103:2005 Ed 1	<i>Electronic equipment for use in power installations</i>
SANS 62271-112:2014 Ed 1	<i>High-voltage switchgear and controlgear – Part 112: Alternating current high-speed earthing switches for secondary arc extinction on transmission lines</i>
SANS 62271-206:2011 Ed 1	<i>High-voltage switchgear and controlgear – Part 206: Voltage presence indicating systems for rated voltages above 1 kV and up to and including 52 kV</i>
SANS 1700-5-14:1996 Ed 1	<i>Fasteners – Part 5: General requirements and mechanical properties – Section 14: Bolts, screws, studs and nuts made of non-ferrous metals</i>
SANS 1700-5-17:2003 Ed 1	<i>Fasteners – Part 5: General requirements and mechanical properties – Section 17: Mechanical and performance requirements of case hardened and tempered metric thread rolling screws</i>
SANS 1700-6-5:1998 Ed 1	<i>Fasteners – Part 6: Testing and acceptance inspection – Section 5: Widening test on nuts</i>
SANS 1700-14-11:2003 Ed 1	<i>Fasteners – Part 14: Hexagon nuts – Section 11: Hexagon nuts for structural bolting, Style 2, hot-dip galvanized (oversize tapped) - Product grade A – Property class 9</i>
SANS 1709:2008 Ed 1	<i>Water spray fixed systems for fire protection</i>
SANS 18878:2007 Ed 1	<i>Mobile elevating work platforms – Operator (driver) training</i>
SANS 6072:2009 Ed 2	<i>Coking properties of coal (Ruhr dilatometer test)</i>
SANS 10746-1:2003 Ed 1	<i>Information technology – Open distributed processing – Reference model: Overview</i>
SANS 10746-2:2003 Ed 1	<i>Information technology – Open distributed processing – Reference model: Foundations</i>
SANS 10746-3:2003 Ed 1	<i>Information technology – Open distributed processing – Reference model: Architecture</i>
SANS 10746-4:2003 Ed 1	<i>Information technology – Open distributed processing – Reference model: Architectural semantics</i>

SCHEDULE B.4: DISBAND OF TECHNICAL COMMITTEES

Committee No	Title	Scope

If your organization is interested in participating in these committees, please send an e-mail to Dsscomments@sabs.co.za for more information.

SCHEDULE B.5: ADDRESS OF THE SOUTH AFRICAN BUREAU OF STANDARDS HEAD OFFICE

Copies of the standards mentioned in this notice can be obtained from the Head Office of the South African Bureau of Standards at 1 Dr Lategan Road, Groenkloof, Private Bag X191, Pretoria 0001.

DEPARTMENT OF TRANSPORT**NOTICE 973 OF 2022****ROAD TRAFFIC MANAGEMENT CORPORATION ACT****NOTICE OF AGREEMENT BETWEEN CHIEF EXECUTIVE OFFICER OF ROAD
TRAFFIC MANAGEMENT CORPORATION AND VARIOUS PROVINCES**

The Road Traffic Management Corporation hereby and in terms of Section 31(2) of Road Traffic Management Act, 1999 (Act No. 20 of 1999), gives Notice that the Chief Executive Officer of the Road Traffic Management Corporation has entered into agreements in the Schedule hereto with the respective Provincial Departments to perform the functions as stipulated in the agreement, functions so allocated to the Members of the Executive Council in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996), or any other law relating to road traffic, on behalf of the Members of the Executive Council.



Adv. MS Msibi
Chief Executive Officer
Date: 6/04/22



Road Traffic
Management Corporation

ONLINE SERVICES MEMORANDUM OF UNDERSTANDING

entered into by and between

THE ROAD TRAFFIC MANAGEMENT CORPORATION

and

**EASTERN CAPE DEPARTMENT OF TRANSPORT, SAFETY &
LIAISON**

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

PREAMBLE

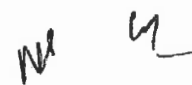
WHEREAS, the Province is responsible for the testing, registration and licensing of motor vehicles in terms of the National Road Traffic Act (NRTA) and Regulations and Section 4 of the NRTA provides that the registration and licensing system of motor vehicles for each province shall be as prescribed and the Member of the Executive Council (MEC), as per the provisions of the NRTA, may prescribe baseline fees and penalties payable to the Province when a motor vehicle license is renewed;

WHEREAS Regulation 25A(1) of the Regulations provides that if a MEC concerned deems it expedient, he or she may allow for the licensing of a motor vehicle by the owner thereof through a bank's Automatic Teller Machine (ATM) or other form of electronic means;

WHEREAS the Road Traffic Management Corporation (RTMC), as the owner of the National Traffic Information System (NaTIS), has developed certain online functionalities, which functionalities includes amongst others the issuance and delivery of a motor vehicle licence disc issued online, online registration of a motor vehicle by the title holder, online notification of change of ownership by the current title holder, online booking for a learner's or driving licence test and online booking for the renewal and delivery of credit card format driving licence;

WHEREAS the COVID-19 outbreak of the pandemic led to the declaration of the lockdown and Risk Adjusted Strategy regulating and minimising movement and simultaneously promoting E-commerce platforms, with Health and Safety Protocols.

WHEREAS the Province desires the RTMC to render online motor vehicle license renewal services and collect, subject to the provisions if this Agreement, all motor vehicle license fee renewal payments and if applicable penalties, made by Motor Vehicle Owners when utilising the RTMC online services.



 AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

NOW THEREFORE THE PARTIES agree as follows –

1. PARTIES

1.1 The Parties to this Agreement are–

1.1.1 The Road Traffic Management Corporation, a statutory entity, established in terms of the Act and listed as a Schedule 3A public entity in terms of the PFMA, herein represented by Adv. M S Msibi in his capacity as Chief Executive Officer, duly authorised thereto; and

1.1.2 The Eastern Cape Department of Transport, ~~Safety & Liaison~~ acting for and on behalf of the Eastern Cape Provincial Government, herein represented by M C MAFAU in his/her capacity as HEAD OF DEPARTMENT and duly authorised thereto.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, the following expressions and words have the meaning assigned to them below and derivative expressions and words have a corresponding meaning, unless inconsistent with or otherwise indicated by the context–

- 2.1.1 **"Account"** means the bank account opened in the name of the RTMC to receive and manage all license renewal fee payments;
- 2.1.2 **"Act"** means the means the Road Traffic Management Corporation Act, 1999 (Act No. 20 of 1999);
- 2.1.3 **"Agreement"** means the contents of this Agreement together with the Annexures hereto;
- 2.1.3 **"Baseline Fees"** means the fees charged by the various provinces for the licensing of a motor vehicle;
- 2.1.4 **"Business Day"** means any day in the RSA which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holidays Act, 1994 and all references in

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

this Agreement to days shall be deemed calendar days, unless specifically stipulated as being Business Days;

- 2.1.5 **"CEO"** means the Chief Executive Officer of the RTMC appointed in terms of the Act;
- 2.1.6 **"COVID -19"**, means the Novel Coronavirus (2019 -nCov) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global pandemic by the WHO during the year 2020 that has previously not been scientifically identified in humans;
- 2.1.7 **"Confidential Information"** means all information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party's information, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party;
- 2.1.8 **"Disclosing Party"** means either of the Parties which discloses Confidential Information to the other of the Parties;
- 2.1.9 **"Effective Date"** means the date of the signature of this Agreement by the Party signing last in time
- 2.1.10 **"Head of Department"** means the public servant who is the administrative head of the Department and the accounting officer in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 2.1.11 **"MEC"** means Member of the Executive Counsel;
- 2.1.12 **"Month"** means a calendar Month;
- 2.1.13 **"NaTIS"** means the computerised National Traffic Information System that is used as a register that supports the NRTA and Regulations;
- 2.1.14 **"NRTA"** means the National Road Traffic Act, 1996 (Act No 93 of 1996);
- 2.1.15 **"Parties"** means RTMC and/or the Province as the context indicates, and "Party" shall mean either one of them as the context may indicate;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.1.16 "PFMA" means the Public Finance Management Act, 1999 (Act No 1 of 1999);
- 2.1.17 "Project Manager" means the representatives of the Parties appointed by them in terms of clause 11 to fulfil the functions set out therein;
- 2.1.18 "Project meetings" means the Project meetings between the representatives of the Parties in terms of clause 11;
- 2.1.19 "Province" means the Party as fully described in clause 1.1.2;
- 2.1.20 "Receiving Party" means either of the Parties which receives Confidential Information from the other of the Parties;
- 2.1.21 "Regulations" means the National Road Traffic Regulations, 2000;
- 2.1.22 "RTMC" means the Party as more fully described in clause 1.1.1;
- 2.1.23 "Services" means the online motor vehicle license renewal services, which includes the collection and distribution of Licensing Renewal Fees, Penalties and Service Fees;
- 2.1.24 "Service Fees" means the percentage fee charged and payable to the RTMC by the Province;
- 2.1.25 "Staff" means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party;
- 2.1.26 "Transaction Fees" means the monies charged per online NaTIS service in terms of section 24(1)(a) of the Act.

2.2 Interpretation

- 2.2.1 In this Agreement unless the context indicates a contrary intention an expression which denotes –
- 2.2.1.1 any reference to the singular includes the plural and vice versa;
- 2.2.1.2 any reference to the natural person includes legal persons and vice versa;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.2.1.3 any reference to a gender includes the other genders;
- 2.2.2 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the definition and interpretation clause;
- 2.2.3 when any number of days are prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day;
- 2.2.4 where any provision contemplates a notice to be given, such notice shall, unless expressly provided otherwise, be made in writing;
- 2.2.5 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.6 any word or expression used in this Agreement which is defined in the Act shall bear the same meaning in this Agreement as assigned to it by the Act;
- 2.2.7 if any provision of this Agreement is in any way inconsistent with the provisions of the PFMA, or the Act, the provisions of the PFMA, or the Act shall prevail, and this Agreement shall be read in all respect subject thereto.

3. PURPOSE OF AGREEMENT

- 3.1 The purpose of this Agreement is to: -
- 3.1.1 formalise the relationship between the RTMC and Province pursuant to the provisions of the PFMA;
- 3.1.2 establish the terms and conditions subject to which the RTMC will render the Services to the Province;
- 3.1.3 providing for the determination of and the payment of the Service Fee by the Province to the RTMC for rendering the Services;
- 3.1.4 to establish the procedure by which the RTMC will receive all baseline fees payments made by the public for the renewal of motor vehicle licenses and payment of such

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

payments received to the Province.

4. APPOINTMENT

The Province hereby and subject to the provisions of this Agreement and any applicable legislation, appoints the RTMC to render the Services set - out in this Agreement and the RTMC hereby accepts such appointment.

5. DURATION

- 5.1 This Agreement shall commence on the Effective Date and shall subject to the provisions of clause 5.2, continue for a minimum period of 5 (five) years ("Termination Date") from the Effective Date.
- 5.2 With effect from the Termination date, this Agreement shall endure indefinitely subject to 5 (five) years written notice of termination given by either Party to the other.

6. SERVICES

- 6.1 The RTMC shall, unless specified otherwise:
- 6.1.1 on NaTIS, make available online license renewal functionality to be utilised by the public to renew motor vehicle license renewals;
- 6.1.2 subject to the provisions of the PFMA, open and manage the Account;
- 6.1.3 on a daily basis manage and monitor and control all online motor vehicle license renewals and receive all license renewal fee and if applicable, penalty payments deposited into the Account by-
- 6.1.3.1 printing the license disc;
- 6.1.3.2 reconciling each payment received; and
- 6.1.3.3 prepare a comprehensive and detailed monthly reconciliation report;
- 6.1.3.4 transfer all reconciled transactions, subject to paragraph 8 hereunder, to the

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

account identified by the Province, which transfer will be on or before the 21st of the month following the month of receipt.

- 6.2 **Problem and negative trend identification.** Should RTMC encounter any problem or identify any trend in the services, which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such matter to the Province. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem of this Agreement.
- 6.3 **Diligence, care and professionalism.** RTMC shall exercise all reasonable diligence, care and act in a professional manner in the execution of this Agreement and the provision of the Services and shall not do anything that would discredit, dishonour, reflect adversely on or injure the reputation of the Province.
- 6.4 RTMC shall immediately inform the Province if it appears, in the light of information that has come to hand, that the services require revision for whatsoever reason.
- 6.5 **Meetings.** RTMC shall attend all meetings including Steering Committee meeting aimed at monitoring the progress of the services as reasonably required by the Province.
- 6.6 RTMC shall promptly notify the Province of any information, received by RTMC, which in the opinion of RTMC is likely to be of interest, use or benefit to the Province in relation to the Services or this Agreement.
- 6.7 All reports and documentation to be provided by RTMC shall be signed off by RTMC Project Manager.
- 6.8 All reports and information provided by RTMC to the Province in terms of this Agreement shall contain accurate information so as to enable the Province to monitor the Service standards.
- 6.9 **Place of payment.** Payment for the Services shall be made by the RTMC to the Province by electronic transfer into the following banking account.

Bank: ABSA BANK

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**Account Name: EASTERN CAPE PROVINCE****Account Number: 4100215153****Branch Code: 632005****7. SERVICE FEE**

- 7.1 The RTMC shall subject to the provisions of 8.2, be entitled to and be paid a Service Fee of 8% by the Province of and for all baseline fees and penalties collected on behalf of the Province.
- 7.2 Collected fees and penalties shall not include Transaction Fees collected.

8. RELATIONSHIP BETWEEN THE PARTIES

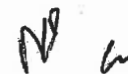
- 8.1 This Agreement shall not constitute, or be deemed to constitute, a partnership between the Parties and neither Party shall have any right, authority or power to bind the other, or incur any liability on behalf of the other or to pledge the credit of the other Party.
- 8.2 Nothing in this Agreement shall constitute, or be deemed to constitute, an employment contract between the Parties, or be deemed to constitute such a relationship.
- 8.3 The Parties shall at all times have a duty of good faith in their dealings with one another.

9. GENERAL OBLIGATIONS OF THE PARTIES

The Parties shall co-operate with each other in good faith.

10. WARRANTIES AND REMEDIES

RTMC warrants that it is fully conversant with all relevant statutory requirements having a direct or indirect bearing on this Agreement and that it shall comply with all laws and regulations of the Republic of South Africa, and in particular the PFMA.



AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

11. CONTRACT MANAGEMENT

- 11.1 **Steering Committee.** Each Party shall appoint, in writing, after the Effective Date representatives and alternates to represent the Parties on the Steering Committee.
- 11.2 **Constitution of Steering Committee.** The Steering Committee shall comprise of 2 (two) representatives of each Party.
- 11.3 The chairperson of the Steering Committee shall be the RTMC's Project Manager, to represent the Parties at a Steering Committee meeting.
- 11.4 Any appointment, removal or replacement of representatives by a Party shall be by notice to the other Party and shall be effective as soon as such notice is received by the other Party.
- 11.5 The Steering Committee may from time to time co-opt additional persons to sit on the Steering Committee, whether in a voting or monitoring capacity.
- 11.6 **Functions.** The functions of the Steering Committee shall be—
- 11.6.1 continually review the management information requirements of the Steering Committee and agree on any variations in such functions to provide a means for the joint review of issues relating to all day-to-day aspects with regard to the Services;
 - 11.6.2 to provide a forum for joint strategic discussion, and possible variations of the Services to be performed by RTMC;
 - 11.6.3 in certain circumstances, pursuant to the Dispute Resolution, to provide a means of resolving disputes or disagreements between the Parties;
 - 11.6.4 to review and discuss any other issues with regard to the Services;
 - 11.6.5 where any specific action or consent is required by either Party in terms of this Agreement;
 - 11.6.6 report to each other for the duration of this Agreement and shall ensure that any unacceptable performance by a Party of its obligations in terms of this

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

Agreement is brought to the attention of the Steering Committee timeously to enable the RTMC to take suitable corrective action.

- 11.7 **Status of Decisions.** No decision of the Steering Committee's meetings shall have the effect of amending the terms of this Agreement.
- 11.8 **Minutes of Meetings.** All meetings between the Parties shall be recorded and signed by a member of the Parties representing each of the Parties on the Steering Committee and the minutes so kept shall be circulated to the members of the Steering Committee within 7 (seven) days of each meeting.
- 11.9 As soon as possible after the Effective Date, each Party shall appoint a Project Manager and notify the other Party of such appointment.
- 11.10 **Authority.** Each Party shall ensure that their Project Manager will have the necessary skill, expertise and experience to carry out such responsibility. Unless otherwise specifically provided in this Agreement or agreed to in writing by a Party, such Party's Project Manager shall not be entitled to make any operational decisions concerning the provision of the Services and shall not be authorised to bind or commit it to any amendments to this Agreement.
- 11.11 Either Party shall be entitled at any time to terminate the appointment of its Project Manager by notice to the other Party or to appoint any other person as Project Manager and such termination shall take effect in terms of such notice.
- 11.12 All communications concerning the management of this Agreement shall, unless otherwise agreed to between the Parties, take place between the Parties' respective Project Managers.

12. FINANCIAL ARRANGEMENTS

Except for the payment of the Service Fee by the Province to the RTMC each Party shall bear its own costs in the fulfilment of its obligations in terms of this Agreement.



AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

13. FORCE MAJEURE

- 13.1 **Force majeure event.** *Force majeure* shall mean any material event beyond the control of either Party whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement and which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including but not limited to fire, explosion, war, revolution, riot, insurrection, protest and/or boycott action, floods, storms and other natural disturbances, perils of the sea, breakdown of machinery and equipment (not avoidable by proper maintenance and planning), and/or Act of God and which causes material and unavoidable damage to property, material delays or interruptions.
- 13.2 **Notify of force majeure event.** The Party prevented from fulfilling its obligations in terms of this Agreement shall on becoming aware of such *force majeure* event promptly notify the other Party of such *force majeure* event and when such an event of *force majeure* has ceased.
- 13.3 **No liability for force majeure.** Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if and to the extent that performance of such obligation is prevented by any circumstances of *force majeure*, which arise after the Effective Date.
- 13.4 **Endeavour to continue obligations.** Upon the occurrence of any *force majeure* event the Parties shall endeavour to continue to perform its obligations under this Agreement so far as reasonably possible. The Party shall notify the other of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by the *force majeure* event and shall not take such steps unless directed by the other to do so.
- 13.5 If the *force majeure* event continues for a period of 90 ((ninety) days, the Parties shall promptly consult with the view to reaching a mutually satisfactory resolution to the change in circumstances. In the event that the Parties do not reach a mutually satisfactory resolution either Party may terminate this Agreement.
- 13.6 **Failure to notify force majeure event.** If a Party fails to inform the other Party of

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

the *force majeure* event concerned as set out in this clause 13 then such Party shall thereafter not be entitled to refer to or rely on such *force majeure* event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *force majeure* event is known by both Parties or the Party is unable to inform the other Party due to the *force majeure* event.

- 13.7 The foregoing provisions of this clause 13 shall not excuse or release the Party claiming *force majeure* from obligations due or performable, or compliance required, under this Agreement prior to the *force majeure* event nor failures, delays in performance or obligations not affected by the event of *force majeure*, except to the extent that same cannot be performed.

14. AUDIT ACCESS AND OPEN BOOK

- 14.1 RTMC shall keep and operate a proper and efficient accounting and Procurement management system to reflect truly and fairly, in conformity with the PFMA and generally accepted accounting practices.
- 14.2 RTMC shall, in order to enable the Province to determine whether the provisions of this Agreement have been complied with provide the Province with such information as it may reasonably require.

15. CONFIDENTIAL INFORMATION

- 15.1 **Confidentiality obligation.** Each Party ("the Receiving Party") must treat and hold as confidential all information which they may receive from the other Disclosing Party or which becomes known to them concerning the Disclosing Party during the duration of this Agreement.
- 15.2 **Nature of the Confidential Information.** The Confidential Information of the Disclosing Party shall, without limitation, include–
- 15.2.1 all software and associated material and documentation, including information contained therein;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 15.2.2 all information relating to –
- 15.2.2.1 the Disclosing Party's past, present and future research and development;
 - 15.2.2.2 the Disclosing Party's business activities, service providers and such service providers confidential information;
 - 15.2.2.3 the terms and conditions of this Agreement; and
 - 15.2.2.4 the Procurement Process to appoint service providers for the Province Database.
- 15.3 The Parties shall, except as permitted by this Agreement, not disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and in the event of the Confidential Information relating to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party.
- 15.4 **Receiving Party's obligations with regard to Confidential Information.** The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its Confidential Information –
- 15.4.1 it will only make the Confidential Information available to those of its Staff who are actively involved in the execution of this Agreement;
 - 15.4.2 subject to the right to make the Confidential Information available to their Project Managers and the Steering Committee above, they will not at any time, whether during this Agreement or thereafter, either use any Confidential Information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties.
- 15.5 **Information not deemed Confidential Information.** The foregoing obligations shall not apply to any information which -
- 15.5.1 is lawfully in the public domain at the time of disclosure;

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 15.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
- 15.5.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or
- 15.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 15.6 **Severability.** The provisions of this clause 15 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force and effect for a period of 5 (five) years after the date of termination.

16. DISPUTE SETTLEMENT BETWEEN THE PARTIES

- 16.1 If any dispute or difference of any kind, in connection with or arising out of this Agreement arises between the RTMC and the Province, the Parties shall make every effort to resolve the dispute amicably by consultation. The Project Managers shall discuss the dispute and attempt to resolve the dispute without the necessity of any formal proceedings.
- 16.2 If the dispute is not capable of being settled between the Project Managers amicably, such dispute shall be elevated to the Steering Committee.
- 16.3 Should the Steering Committee fail to resolve the dispute, either the RTMC or the Province, may refer the dispute to the Head of the Department and the CEO or their duly authorised employees, who shall convene a meeting within thirty (30) days of the dispute having referred to them, to resolve the dispute.
- 16.4 Should the dispute remain unresolved for a period of 30 (thirty) days after being so referred, either Party may declare such dispute a formal intergovernmental dispute by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, Act No 13 of 2005.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 16.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.
- 16.6 Notwithstanding the provisions of this clause, any Party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this Agreement in the High Court of South Africa having jurisdiction over the Parties.
- 16.7 Notwithstanding any dispute and/or court proceedings herein the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

17 BREACH

- 17.1 Should either Party fail to comply with any provision of this Agreement the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of thirty (30) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have –
- 17.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- 17.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party.

18 NOTICES AND DOMICILIUM

- 18.1 The Parties choose as their *domicilium citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clauses 18.1.1 and 18.1.2 below, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

18.1.1 RTMC:

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

349 Witchhazel Avenue, Block F Eco Origins, Highveld Ext 0079.

18.1.2 **Province:**

Qhasana Building, 6th Floor, Cnr Independent & Boulevard Avenue, Bisho (for attention of the Head of Department).

or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

- 18.2 Any written notices required in terms of clause 19.1 shall only be satisfied if such notice is given in a written, paper-based form.
- 18.3 Any notice given in terms of this Agreement shall be in writing and shall, unless proved otherwise -
- 18.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; or
- 18.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting.
- 18.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such Party.

19. CESSION AND DELEGATION AND SUB-CONTRACTING

Neither Party shall be entitled to cede, delegate or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

20. WHOLE AGREEMENT AND NON-VARIATION

- 20.1 This Agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and the Parties shall not be bound by any terms, conditions or representations whether written, oral or by conduct and whether express or tacit not recorded herein.
- 20.2 No addition to, variation, consensual cancellation or novation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by both Parties or by their duly authorised representatives.

21. WAIVER

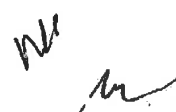
No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22. SEVERABILITY

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful, or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to enter into negotiations to resolve the invalidity.

23. SIGNING AUTHORITY

The Parties warrant and represent that a duly authorised representative of that Party executes this Agreement.





AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

SIGNED AND EXECUTED at Centurion and in the presence of the undersigned

witnesses on this 08 day of September 2020.

AS WITNESSES:


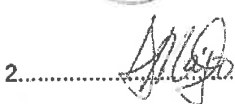
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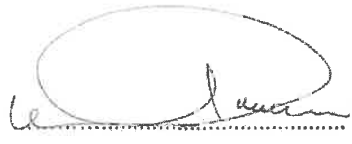

for RTMC

SIGNED AND EXECUTED at King William's Town and in the presence of the undersigned

witnesses on this 21 day of July 2020

AS WITNESSES:

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for the Province

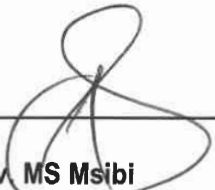
DEPARTMENT OF TRANSPORT

NOTICE 974 OF 2022

ROAD TRAFFIC MANAGEMENT CORPORATION ACT

NOTICE OF AGREEMENT BETWEEN CHIEF EXECUTIVE OFFICER OF ROAD
TRAFFIC MANAGEMENT CORPORATION AND VARIOUS PROVINCES

The Road Traffic Management Corporation hereby and in terms of Section 31(2) of Road Traffic Management Act, 1999 (Act No. 20 of 1999), gives Notice that the Chief Executive Officer of the Road Traffic Management Corporation has entered into agreements in the Schedule hereto with the respective Provincial Departments to perform the functions as stipulated in the agreement, functions so allocated to the Members of the Executive Council in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996), or any other law relating to road traffic, on behalf of the Members of the Executive Council.


A horizontal line is drawn across the page, and a handwritten signature in black ink is written over it. The signature is a stylized, cursive representation of the name 'Adv. MS Msibi'.

Adv. MS Msibi

Chief Executive Officer

Date: 6/04/22



Road Traffic
Management Corporation

ONLINE SERVICES MEMORANDUM OF UNDERSTANDING

entered into by and between

THE ROAD TRAFFIC MANAGEMENT CORPORATION

and

**NORTH WEST DEPARTMENT OF COMMUNITY SAFETY AND
TRANSPORT MANAGEMENT**

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

PREAMBLE

WHEREAS, the Province is responsible for the testing, registration and licensing of motor vehicles in terms of the National Road Traffic Act (NRTA) and Regulations and Section 4 of the NRTA provides that the registration and licensing system of motor vehicles for each province shall be as prescribed and the Member of the Executive Council (MEC), as per the provisions of the NRTA, may prescribe baseline fees and penalties payable to the Province when a motor vehicle license is renewed;

WHEREAS Regulation 25A(1) of the Regulations provides that if a MEC concerned deems it expedient, he or she may allow for the licensing of a motor vehicle by the owner thereof through a bank's Automatic Teller Machine (ATM) or other form of electronic means;

WHEREAS the Road Traffic Management Corporation (RTMC), as the owner of the National Traffic Information System (NaTIS), has developed certain online functionalities, which functionalities includes amongst others the issuance and delivery of a motor vehicle licence disc issued online, online registration of a motor vehicle by the title holder, online notification of change of ownership by the current title holder, online booking for a learner's or driving licence test and online booking for the renewal and delivery of credit card format driving licence;

WHEREAS the COVID-19 outbreak of the pandemic led to the declaration of the lockdown and Risk Adjusted Strategy regulating and minimising movement and simultaneously promoting E-commerce platforms, with Health and Safety Protocols.

WHEREAS the Province desires the RTMC to render online motor vehicle license renewal services and collect, subject to the provisions of this Agreement, all motor vehicle license fee renewal payments and if applicable penalties, made by Motor Vehicle Owners when utilising the RTMC online services.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

NOW THEREFORE THE PARTIES agree as follows –

1. PARTIES

1.1 The Parties to this Agreement are–

1.1.1 The Road Traffic Management Corporation, a statutory entity, established in terms of the Act and listed as a Schedule 3A public entity in terms of the PFMA, herein represented by Adv. M S Msibi in his capacity as Chief Executive Officer, duly authorised thereto; and

1.1.2 The North West Department of Community Safety & Transport Management acting for and on behalf of the North West Provincial Government, herein represented by BOTHALE MUFUKENG in his/her capacity as HEAD OF DEPARTMENT..... and duly authorised thereto.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, the following expressions and words have the meaning assigned to them below and derivative expressions and words have a corresponding meaning, unless inconsistent with or otherwise indicated by the context–

2.1.1 **"Account"** means the bank account opened in the name of the RTMC to receive and manage all license renewal fee payments;

2.1.2 **"Act"** means the means the Road Traffic Management Corporation Act, 1999 (Act No. 20 of 1999);

2.1.3 **"Agreement"** means the contents of this Agreement together with the Annexures hereto;

2.1.3 **"Baseline Fees"** means the fees charged by the various provinces for the licensing of a motor vehicle;

2.1.4 **"Business Day"** means any day in the RSA which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holidays Act, 1994 and all

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

references in this Agreement to days shall be deemed calendar days, unless specifically stipulated as being Business Days;

- 2.1.5 **"CEO"** means the Chief Executive Officer of the RTMC appointed in terms of the Act;
- 2.1.6 **"COVID -19"**, means the Novel Coronavirus (2019 -nCov) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global pandemic by the WHO during the year 2020 that has previously not been scientifically identified in humans;
- 2.1.7 **"Confidential Information"** means all information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party's information, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party;
- 2.1.8 **"Disclosing Party"** means either of the Parties which discloses Confidential Information to the other of the Parties;
- 2.1.9 **"Effective Date"** means the date of the signature of this Agreement by the Party signing last in time
- 2.1.10 **"Head of Department"** means the public servant who is the administrative head of the Department and the accounting officer in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 2.1.11 **"MEC"** means Member of the Executive Council;
- 2.1.12 **"Month"** means a calendar Month;
- 2.1.13 **"NaTIS"** means the computerised National Traffic Information System that is used as a register that supports the NRTA and Regulations;
- 2.1.14 **"NRTA"** means the National Road Traffic Act, 1996 (Act No 93 of 1996);
- 2.1.15 **"Parties"** means RTMC and/or the Province as the context indicates, and "Party" shall mean either one of them as the context may indicate;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.1.16 "PFMA" means the Public Finance Management Act, 1999 (Act No 1 of 1999);
- 2.1.17 "Project Manager" means the representatives of the Parties appointed by them in terms of clause 11 to fulfil the functions set out therein;
- 2.1.18 "Project meetings" means the Project meetings between the representatives of the Parties in terms of clause 11;
- 2.1.19 "Province" means the Party as fully described in clause 1.1.2;
- 2.1.20 "Receiving Party" means either of the Parties which receives Confidential Information from the other of the Parties;
- 2.1.21 "Regulations" means the National Road Traffic Regulations, 2000;
- 2.1.22 "RTMC" means the Party as more fully described in clause 1.1.1;
- 2.1.23 "Services" means the online motor vehicle license renewal services, which includes the collection and distribution of Licensing Renewal Fees, Penalties and Service Fees;
- 2.1.24 "Service Fees" means the percentage fee charged and payable to the RTMC by the Province;
- 2.1.25 "Staff" means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party;
- 2.1.26 "Transaction Fees" means the monies charged per online NaTIS service in terms of section 24(1)(a) of the Act.

2.2 Interpretation

- 2.2.1 In this Agreement unless the context indicates a contrary intention an expression which denotes –
- 2.2.1.1 any reference to the singular includes the plural and vice versa;
- 2.2.1.2 any reference to the natural person includes legal persons and vice versa;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.2.1.3 any reference to a gender includes the other genders;
- 2.2.2 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the definition and interpretation clause;
- 2.2.3 when any number of days are prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day;
- 2.2.4 where any provision contemplates a notice to be given, such notice shall, unless expressly provided otherwise, be made in writing;
- 2.2.5 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.6 any word or expression used in this Agreement which is defined in the Act shall bear the same meaning in this Agreement as assigned to it by the Act;
- 2.2.7 if any provision of this Agreement is in any way inconsistent with the provisions of the PFMA, or the Act, the provisions of the PFMA, or the Act shall prevail, and this Agreement shall be read in all respect subject thereto.

3. PURPOSE OF AGREEMENT

- 3.1 The purpose of this Agreement is to: -
- 3.1.1 formalise the relationship between the RTMC and Province pursuant to the provisions of the PFMA;
- 3.1.2 establish the terms and conditions subject to which the RTMC will render the Services to the Province;
- 3.1.3 providing for the determination of and the payment of the Service Fee by the Province to the RTMC for rendering the Services;
- 3.1.4 to establish the procedure by which the RTMC will receive all baseline fees payments made by the public for the renewal of motor vehicle licenses and payment of such

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

payments received to the Province.

4. APPOINTMENT

The Province hereby and subject to the provisions of this Agreement and any applicable legislation, appoints the RTMC to render the Services set - out in this Agreement and the RTMC hereby accepts such appointment.

5. DURATION

- 5.1 This Agreement shall commence on the Effective Date and shall subject to the provisions of clause 5.2, continue for a minimum period of 5 (five) years ("Termination Date") from the Effective Date.
- 5.2 With effect from the Termination date, this Agreement shall endure indefinitely subject to 5 (five) years written notice of termination given by either Party to the other.

6. SERVICES

- 6.1 The RTMC shall, unless specified otherwise:
- 6.1.1 onNaTIS, make available online license renewal functionality to be utilised by the public to renew motor vehicle license renewals;
- 6.1.2 subject to the provisions of the PFMA, open and manage the Account;
- 6.1.3 on a daily basis manage and monitor and control all online motor vehicle license renewals and receive all license renewal fee and if applicable, penalty payments deposited into the Account by-
- 6.1.3.1 printing the license disc;
- 6.1.3.2 reconciling each payment received; and
- 6.1.3.3 prepare a comprehensive and detailed monthly reconciliation report;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 6.1.3.4 transfer all reconciled transactions, subject to paragraph 8 hereunder, to the account identified by the Province, which transfer will be on or before the 21st of the month following the month of receipt.
- 6.2 **Problem and negative trend identification.** Should RTMC encounter any problem or identify any trend in the services, which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such matter to the Province. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem of this Agreement.
- 6.3 **Diligence, care and professionalism.** RTMC shall exercise all reasonable diligence, care and act in a professional manner in the execution of this Agreement and the provision of the Services and shall not do anything that would discredit, dishonour, reflect adversely on or injure the reputation of the Province.
- 6.4 RTMC shall immediately inform the Province if it appears, in the light of information that has come to hand, that the services require revision for whatsoever reason.
- 6.5 **Meetings.** RTMC shall attend all meetings including Steering Committee meeting aimed at monitoring the progress of the services as reasonably required by the Province.
- 6.6 RTMC shall promptly notify the Province of any information, received by RTMC, which in the opinion of RTMC is likely to be of interest, use or benefit to the Province in relation to the Services or this Agreement.
- 6.7 All reports and documentation to be provided by RTMC shall be signed off by RTMC Project Manager.
- 6.8 All reports and information provided by RTMC to the Province in terms of this Agreement shall contain accurate information so as to enable the Province to monitor the Service standards.
- 6.9 **Place of payment.** Payment for the Services shall be made by the RTMC to the Province by electronic transfer into the following banking account.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**Bank: FNB****Account Name: NORTH WEST PROVINCE****Account Number: 62811733246****Branch Code: 210244****7. SERVICE FEE**

- 7.1 The RTMC shall subject to the provisions of 8.2, be entitled to and be paid a Service Fee of 8% by the Province of and for all baseline fees and penalties collected on behalf of the Province.
- 7.2 Collected fees and penalties shall not include Transaction Fees collected.

8. RELATIONSHIP BETWEEN THE PARTIES

- 8.1 This Agreement shall not constitute, or be deemed to constitute, a partnership between the Parties and neither Party shall have any right, authority or power to bind the other, or incur any liability on behalf of the other or to pledge the credit of the other Party.
- 8.2 Nothing in this Agreement shall constitute, or be deemed to constitute, an employment contract between the Parties, or be deemed to constitute such a relationship.
- 8.3 The Parties shall at all times have a duty of good faith in their dealings with one another.

9. GENERAL OBLIGATIONS OF THE PARTIES

The Parties shall co-operate with each other in good faith.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

10. WARRANTIES AND REMEDIES

RTMC warrants that it is fully conversant with all relevant statutory requirements having a direct or indirect bearing on this Agreement and that it shall comply with all laws and regulations of the Republic of South Africa, and in particular the PFMA.

11. CONTRACT MANAGEMENT

11.1 Steering Committee. Each Party shall appoint, in writing, after the Effective Date representatives and alternates to represent the Parties on the Steering Committee.

11.2 Constitution of Steering Committee. The Steering Committee shall comprise of 2 (two) representatives of each Party.

11.3 The chairperson of the Steering Committee shall be the RTMC's Project Manager, to represent the Parties at a Steering Committee meeting.

11.4 Any appointment, removal or replacement of representatives by a Party shall be by notice to the other Party and shall be effective as soon as such notice is received by the other Party.

11.5 The Steering Committee may from time to time co-opt additional persons to sit on the Steering Committee, whether in a voting or monitoring capacity.

11.6 Functions. The functions of the Steering Committee shall be—

11.6.1 continually review the management information requirements of the Steering Committee and agree on any variations in such functions to provide a means for the joint review of issues relating to all day-to-day aspects with regard to the Services;

11.6.2 to provide a forum for joint strategic discussion, and possible variations of the Services to be performed by RTMC;

11.6.3 in certain circumstances, pursuant to the Dispute Resolution, to provide a means of resolving disputes or disagreements between the Parties;

11.6.4 to review and discuss any other issues with regard to the Services;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 11.6.5 where any specific action or consent is required by either Party in terms of this Agreement;
- 11.6.6 report to each other for the duration of this Agreement and shall ensure that any unacceptable performance by a Party of its obligations in terms of this Agreement is brought to the attention of the Steering Committee timeously to enable the RTMC to take suitable corrective action.
- 11.7 **Status of Decisions.** No decision of the Steering Committee's meetings shall have the effect of amending the terms of this Agreement.
- 11.8 **Minutes of Meetings.** All meetings between the Parties shall be recorded and signed by a member of the Parties representing each of the Parties on the Steering Committee and the minutes so kept shall be circulated to the members of the Steering Committee within 7 (seven) days of each meeting.
- 11.9 As soon as possible after the Effective Date, each Party shall appoint a Project Manager and notify the other Party of such appointment.
- 11.10 **Authority.** Each Party shall ensure that their Project Manager will have the necessary skill, expertise and experience to carry out such responsibility. Unless otherwise specifically provided in this Agreement or agreed to in writing by a Party, such Party's Project Manager shall not be entitled to make any operational decisions concerning the provision of the Services and shall not be authorised to bind or commit it to any amendments to this Agreement.
- 11.11 Either Party shall be entitled at any time to terminate the appointment of its Project Manager by notice to the other Party or to appoint any other person as Project Manager and such termination shall take effect in terms of such notice.
- 11.12 All communications concerning the management of this Agreement shall, unless otherwise agreed to between the Parties, take place between the Parties' respective Project Managers.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

12. FINANCIAL ARRANGEMENTS

Except for the payment of the Service Fee by the Province to the RTM, each Party shall bear its own costs in the fulfilment of its obligations in terms of this Agreement.

13. FORCE MAJEURE

- 13.1 Force majeure event.** *Force majeure* shall mean any material event beyond the control of either Party whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement and which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including but not limited to fire, explosion, war, revolution, riot, insurrection, protest and/or boycott action, floods, storms and other natural disturbances, perils of the sea, breakdown of machinery and equipment (not avoidable by proper maintenance and planning), and/or Act of God and which causes material and unavoidable damage to property, material delays or interruptions.
- 13.2 Notify of force majeure event.** The Party prevented from fulfilling its obligations in terms of this Agreement shall on becoming aware of such *force majeure* event promptly notify the other Party of such *force majeure* event and when such an event of *force majeure* has ceased.
- 13.3 No liability for force majeure.** Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if and to the extent that performance of such obligation is prevented by any circumstances of *force majeure*, which arise after the Effective Date.
- 13.4 Endeavour to continue obligations.** Upon the occurrence of any *force majeure* event the Parties shall endeavour to continue to perform its obligations under this Agreement so far as reasonably possible. The Party shall notify the other of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by the *force majeure* event and shall not take such steps unless directed by the other to do so.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 13.5 If the *force majeure* event continues for a period of 90 ((ninety) days, the Parties shall promptly consult with the view to reaching a mutually satisfactory resolution to the change in circumstances. In the event that the Parties do not reach a mutually satisfactory resolution either Party may terminate this Agreement.
- 13.6 **Failure to notify *force majeure* event.** If a Party fails to inform the other Party of the *force majeure* event concerned as set out in this clause 13 then such Party shall thereafter not be entitled to refer to or rely on such *force majeure* event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *force majeure* event is known by both Parties or the Party is unable to inform the other Party due to the *force majeure* event.
- 13.7 The foregoing provisions of this clause 13 shall not excuse or release the Party claiming *force majeure* from obligations due or performable, or compliance required, under this Agreement prior to the *force majeure* event nor failures, delays in performance or obligations not affected by the event of *force majeure*, except to the extent that same cannot be performed.
- 14. AUDIT ACCESS AND OPEN BOOK**
- 14.1 RTMC shall keep and operate a proper and efficient accounting and Procurement management system to reflect truly and fairly, in conformity with the PFMA and generally accepted accounting practices.
- 14.2 RTMC shall, in order to enable the Province to determine whether the provisions of this Agreement have been complied with provide the Province with such information as it may reasonably require.
- 15. CONFIDENTIAL INFORMATION**
- 15.1 **Confidentiality obligation.** Each Party ("the Receiving Party") must treat and hold as confidential all information which they may receive from the other Disclosing

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 AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

Party or which becomes known to them concerning the Disclosing Party during the duration of this Agreement.

15.2 Nature of the Confidential Information. The Confidential Information of the Disclosing Party shall, without limitation, include–

15.2.1 all software and associated material and documentation, including information contained therein;

15.2.2 all information relating to –

15.2.2.1 the Disclosing Party's past, present and future research and development;

15.2.2.2 the Disclosing Party's business activities, service providers and such service providers confidential information;

15.2.2.3 the terms and conditions of this Agreement; and

15.2.2.4 the Procurement Process to appoint service providers for the Province Database.

15.3 The Parties shall, except as permitted by this Agreement, not disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and in the event of the Confidential Information relating to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party.

15.4 Receiving Party's obligations with regard to Confidential Information. The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its Confidential Information –

15.4.1 it will only make the Confidential Information available to those of its Staff who are actively involved in the execution of this Agreement;

15.4.2 subject to the right to make the Confidential Information available to their Project Managers and the Steering Committee above, they will not at any time, whether

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

during this Agreement or thereafter, either use any Confidential Information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties.

15.5 Information not deemed Confidential Information. The foregoing obligations shall not apply to any information which -

15.5.1 is lawfully in the public domain at the time of disclosure;

15.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;

15.5.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or

15.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

15.6 Severability. The provisions of this clause 15 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force and effect for a period of 5 (five) years after the date of termination.

16. DISPUTE SETTLEMENT BETWEEN THE PARTIES

16.1 If any dispute or difference of any kind, in connection with or arising out of this Agreement arises between the RTMC and the Province, the Parties shall make every effort to resolve the dispute amicably by consultation. The Project Managers shall discuss the dispute and attempt to resolve the dispute without the necessity of any formal proceedings.

16.2 If the dispute is not capable of being settled between the Project Managers amicably, such dispute shall be elevated to the Steering Committee.

16.3 Should the Steering Committee fail to resolve the dispute, either the RTMC or the

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

Province, may refer the dispute to the Head of the Department and the CEO or their duly authorised employees, who shall convene a meeting within thirty (30) days of the dispute having referred to them, to resolve the dispute.

- 16.4 Should the dispute remain unresolved for a period of 30 (thirty) days after being so referred, either Party may declare such dispute a formal intergovernmental dispute by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, Act No 13 of 2005.
- 16.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.
- 16.6 Notwithstanding the provisions of this clause, any Party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this Agreement in the High Court of South Africa having jurisdiction over the Parties.
- 16.7 Notwithstanding any dispute and/or court proceedings herein the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

17 BREACH

- 17.1 Should either Party fail to comply with any provision of this Agreement the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of thirty (30) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have –
- 17.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- 17.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party.

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

18 NOTICES AND DOMICILIUM

18.1 The Parties choose as their *domicilium citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clauses 18.1.1 and 18.1.2 below, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

18.1.1 RTMC:

349 Witchhazel Avenue, Block F Eco Origins, Highveld Ext 0079.

18.1.2 Province:

31-34 Molopo Road, Mafikeng (for attention of the Head of Department).

or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

18.2 Any written notices required in terms of clause 19.1 shall only be satisfied if such notice is given in a written, paper-based form.

18.3 Any notice given in terms of this Agreement shall be in writing and shall, unless proved otherwise -

18.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; or

18.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting.

18.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such Party.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

19. CESSION AND DELEGATION AND SUB-CONTRACTING

Neither Party shall be entitled to cede, delegate or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

20. WHOLE AGREEMENT AND NON-VARIATION

20.1 This Agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and the Parties shall not be bound by any terms, conditions or representations whether written, oral or by conduct and whether express or tacit not recorded herein.

20.2 No addition to, variation, consensual cancellation or novation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by both Parties or by their duly authorised representatives.

21. WAIVER

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22. SEVERABILITY

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful, or unenforceable, such terms and conditions will be severable from the

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to enter into negotiations to resolve the invalidity.


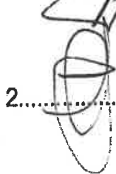
23. SIGNING AUTHORITY


The Parties warrant and represent that a duly authorised representative of that Party executes this Agreement.

SIGNED AND EXECUTED at Centurion and in the presence of the undersigned

witnesses on this 08 day of September 2020.

AS WITNESSES:

1. 
.....
2. 
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for RTMC

SIGNED AND EXECUTED at MAFIKENG and in the presence of the undersigned

witnesses on this 24th day of July 2020

AS WITNESSES:


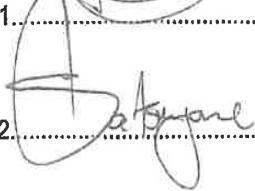
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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

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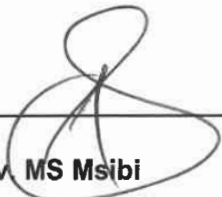
DEPARTMENT OF TRANSPORT

NOTICE 975 OF 2022

ROAD TRAFFIC MANAGEMENT CORPORATION ACT

NOTICE OF AGREEMENT BETWEEN CHIEF EXECUTIVE OFFICER OF ROAD
TRAFFIC MANAGEMENT CORPORATION AND VARIOUS PROVINCES

The Road Traffic Management Corporation hereby and in terms of Section 31(2) of Road Traffic Management Act, 1999 (Act No. 20 of 1999), gives Notice that the Chief Executive Officer of the Road Traffic Management Corporation has entered into agreements in the Schedule hereto with the respective Provincial Departments to perform the functions as stipulated in the agreement, functions so allocated to the Members of the Executive Council in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996), or any other law relating to road traffic, on behalf of the Members of the Executive Council.


A horizontal line is drawn across the page, and a handwritten signature in black ink is written over it. The signature is stylized and appears to be 'MS Msibi'.

Adv. MS Msibi

Chief Executive Officer

Date: 6/04/22



Road Traffic
Management Corporation

ONLINE SERVICES MEMORANDUM OF UNDERSTANDING

entered into by and between

THE ROAD TRAFFIC MANAGEMENT CORPORATION

and

**NORTHERN CAPE DEPARTMENT OF TRANSPORT, SAFETY AND
LIAISON**

Handwritten initials and signatures:
N.C.
S.P.
S.P.

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

PREAMBLE

WHEREAS, the Province is responsible for the testing, registration and licensing of motor vehicles in terms of the National Road Traffic Act (NRTA) and Regulations and Section 4 of the NRTA provides that the registration and licensing system of motor vehicles for each province shall be as prescribed and the Member of the Executive Council (MEC), as per the provisions of the NRTA, may prescribe baseline fees and penalties payable to the Province when a motor vehicle license is renewed;

WHEREAS Regulation 25A(1) of the Regulations provides that if a MEC concerned deems it expedient, he or she may allow for the licensing of a motor vehicle by the owner thereof through a bank's Automatic Teller Machine (ATM) or other form of electronic means;

WHEREAS the Road Traffic Management Corporation (RTMC), as the owner of the National Traffic Information System (NaTIS), has developed certain online functionalities, which functionalities includes amongst others the issuance and delivery of a motor vehicle licence disc issued online, online registration of a motor vehicle by the title holder, online notification of change of ownership by the current title holder, online booking for a learner's or driving licence test and online booking for the renewal and delivery of credit card format driving licence;

WHEREAS the COVID-19 outbreak of the pandemic led to the declaration of the lockdown and Risk Adjusted Strategy regulating and minimising movement and simultaneously promoting E-commerce platforms, with Health and Safety Protocols.

WHEREAS the Province desires the RTMC to render online motor vehicle license renewal services and collect, subject to the provisions of this Agreement, all motor vehicle license fee renewal payments and if applicable penalties, made by Motor Vehicle Owners when utilising the RTMC online services.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

NOW THEREFORE THE PARTIES agree as follows –

1. PARTIES

1.1 The Parties to this Agreement are–

1.1.1 The Road Traffic Management Corporation, a statutory entity, established in terms of the Act and listed as a Schedule 3A public entity in terms of the PFMA, herein represented by Adv. M S Msibi in his capacity as Chief Executive Officer, duly authorised thereto; and

1.1.2 The Northern Cape Department of Transport, Safety and Liaison acting for and on behalf of the Northern Cape Provincial Government, herein represented by MOCKETS! PIET DICHABA in his/her capacity as HEAD OF DEPARTMENT and duly authorised thereto.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, the following expressions and words have the meaning assigned to them below and derivative expressions and words have a corresponding meaning, unless inconsistent with or otherwise indicated by the context–

2.1.1 **"Account"** means the bank account opened in the name of the RTMC to receive and manage all license renewal fee payments;

2.1.2 **"Act"** means the means the Road Traffic Management Corporation Act, 1999 (Act No. 20 of 1999);

2.1.3 **"Agreement"** means the contents of this Agreement together with the Annexures hereto;

2.1.3 **"Baseline Fees"** means the fees charged by the various provinces for the licensing of a motor vehicle;

2.1.4 **"Business Day"** means any day in the RSA which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holidays Act, 1994 and all references in

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

this Agreement to days shall be deemed calendar days, unless specifically stipulated as being Business Days;

- 2.1.5 **"CEO"** means the Chief Executive Officer of the RTMC appointed in terms of the Act;
- 2.1.6 **"COVID -19"**, means the Novel Coronavirus (2019 -nCov) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global pandemic by the WHO during the year 2020 that has previously not been scientifically identified in humans;
- 2.1.7 **"Confidential Information"** means all information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party's information, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party;
- 2.1.8 **"Disclosing Party"** means either of the Parties which discloses Confidential Information to the other of the Parties;
- 2.1.9 **"Effective Date"** means, notwithstanding the date of signature of this Agreement by the Party signing last in time,2020;
- 2.1.10 **"Head of Department"** means the public servant who is the administrative head of the Department and the accounting officer in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 2.1.11 **"MEC"** means Member of the Executive Counsel;
- 2.1.12 **"Month"** means a calendar Month;
- 2.1.13 **"NaTIS"** means the computerised National Traffic Information System that is used as a register that supports the NRTA and Regulations;
- 2.1.14 **"NRTA"** means the National Road Traffic Act, 1996 (Act No 93 of 1996);
- 2.1.15 **"Province"** means the Party as fully described in clause 1.1.2;

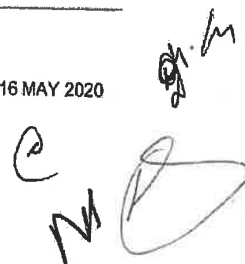


AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.1.16 **"Parties"** means RTMC and/or Mpumalanga as the context indicates, and **"Party"** shall mean either one of them as the context may indicate;
- 2.1.17 **"PFMA"** means the Public Finance Management Act, 1999 (Act No 1 of 1999);
- 2.1.18 **"Project Manager"** means the representatives of the Parties appointed by them in terms of clause 11 to fulfil the functions set out therein;
- 2.1.19 **"Project meetings"** means the Project meetings between the representatives of the Parties in terms of clause 11;
- 2.1.20 **"Receiving Party"** means either of the Parties which receives Confidential Information from the other of the Parties;
- 2.1.21 **"Regulations"** means the National Road Traffic Regulations, 2000;
- 2.1.22 **"RTMC"** means the Party as more fully described in clause 1.1.1;
- 2.1.23 **"Services"** means the online motor vehicle license renewal services, which includes the collection and distribution of Licensing Renewal Fees, Penalties and Service Fees;
- 2.1.24 **"Service Fees"** means the percentage fee charged and payable to the RTMC by the Province;
- 2.1.25 **"Staff"** means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party;
- 2.1.26 **"Transaction Fees"** means the monies charged per online NaTIS service in terms of section 24(1)(a) of the Act.

2.2 Interpretation

- 2.2.1 In this Agreement unless the context indicates a contrary intention an expression which denotes –
- 2.2.1.1 any reference to the singular includes the plural and vice versa;
- 2.2.1.2 any reference to the natural person includes legal persons and vice

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versa;

- 2.2.1.3 any reference to a gender includes the other genders;
- 2.2.2 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the definition and interpretation clause;
- 2.2.3 when any number of days are prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day;
- 2.2.4 where any provision contemplates a notice to be given, such notice shall, unless expressly provided otherwise, be made in writing;
- 2.2.5 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.6 any word or expression used in this Agreement which is defined in the Act shall bear the same meaning in this Agreement as assigned to it by the Act;
- 2.2.7 if any provision of this Agreement is in any way inconsistent with the provisions of the PFMA, or the Act, the provisions of the PFMA, or the Act shall prevail, and this Agreement shall be read in all respect subject thereto.

3. PURPOSE OF AGREEMENT

- 3.1 The purpose of this Agreement is to: -
- 3.1.1 formalise the relationship between the RTMC and Province pursuant to the provisions of the PFMA;
- 3.1.2 establish the terms and conditions subject to which the RTMC will render the Services to the Province;
- 3.1.3 providing for the determination of and the payment of the Service Fee by the Province to the RTMC for rendering the the Services;
- 3.1.4 to establish the procedure by which the RTMC will receive all baseline fees payments

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

made by the public for the renewal of motor vehicle licenses and payment of such payments received to the Province.

4. APPOINTMENT

The Province hereby and subject to the provisions of this Agreement and any applicable legislation, appoints the RTMC to render the Services set - out in this Agreement and the RTMC hereby accepts such appointment.

5. DURATION

5.1 This Agreement shall commence on the Effective Date and shall subject to the provisions of clause 5.2, continue for a minimum period of 5 (five) years ("Termination Date") from the Effective Date.

5.2 With effect from the Termination date, this Agreement shall endure indefinitely subject to 5 (five) years written notice of termination given by either Party to the other.

6. SERVICES

6.1 The RTMC shall, unless specified otherwise:

6.1.1 on NaTIS, make available online license renewal functionality to be utilised by the public to renew motor vehicle license renewals;

6.1.2 subject to the provisions of the PFMA, open and manage the Account;

6.1.3 on a daily basis manage and monitor and control all online motor vehicle license renewals and receive all license renewal fee and if applicable, penalty payments deposited into the Account by-

6.1.3.1 printing the license disc;

6.1.3.2 reconciling each payment received; and

6.1.3.3 prepare a comprehensive and detailed monthly reconciliation report;



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- 6.1.3.4 transfer all reconciled transactions, subject to paragraph 8 hereunder, to the account identified by the Province, which transfer will be on or before the 21st of the month following the month of receipt.
- 6.2 **Problem and negative trend identification.** Should RTMC encounter any problem or identify any trend in the services, which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such matter to the Province. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem of this Agreement.
- 6.3 **Diligence, care and professionalism.** RTMC shall exercise all reasonable diligence, care and act in a professional manner in the execution of this Agreement and the provision of the Services and shall not do anything that would discredit, dishonour, reflect adversely on or injure the reputation of the Province.
- 6.4 RTMC shall immediately inform the Province if it appears, in the light of information that has come to hand, that the services require revision for whatsoever reason.
- 6.5 Meetings. RTMC shall attend all meetings including Steering Committee meeting aimed at monitoring the progress of the services as reasonably required by the Province.
- 6.6 RTMC shall promptly notify the Province of any information, received by RTMC, which in the opinion of RTMC is likely to be of interest, use or benefit to the Province in relation to the Services or this Agreement.
- 6.7 All reports and documentation to be provided by RTMC shall be signed off by RTMC Project Manager.
- 6.8 All reports and information provided by RTMC to the Province in terms of this Agreement shall contain accurate information so as to enable the Province to monitor the Service standards.
- 6.9 Place of payment. Payment for the Services shall be made by the RTMC to the Province by electronic transfer into the following banking account.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**Bank: STANDARD BANK****Account Name: NORTHERN CAPE PROVINCE****Account Number: 063051087****Branch Code: 050002****7. SERVICE FEE**

- 7.1 The RTMC shall subject to the provisions of 8.2, be entitled to and paid a Service Fee of 10% by the Province of and for all baseline fees and penalties collected on behalf of the Province.
- 7.2 Collected fees and penalties shall not include Transaction Fees collected.

8. RELATIONSHIP BETWEEN THE PARTIES

- 8.1 This Agreement shall not constitute, or be deemed to constitute, a partnership between the Parties and neither Party shall have any right, authority or power to bind the other, or incur any liability on behalf of the other or to pledge the credit of the other Party.
- 8.2 Nothing in this Agreement shall constitute, or be deemed to constitute, an employment contract between the Parties, or be deemed to constitute such a relationship.
- 8.3 The Parties shall at all times have a duty of good faith in their dealings with one another.

9. GENERAL OBLIGATIONS OF THE PARTIES

The Parties shall co-operate with each other in good faith.

10. WARRANTIES AND REMEDIES

RTMC warrants that it is fully conversant with all relevant statutory requirements having

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a direct or indirect bearing on this Agreement and that it shall comply with all laws and regulations of the Republic of South Africa, and in particular the PFMA.

11. CONTRACT MANAGEMENT

- 11.1 **Steering Committee.** Each Party shall appoint, in writing, after the Effective Date representatives and alternates to represent the Parties on the Steering Committee.
- 11.2 **Constitution of Steering Committee.** The Steering Committee shall comprise of 2 (two) representatives of each Party.
- 11.3 The chairperson of the Steering Committee shall be the RTMC's Project Manager, to present the Parties at a Steering Committee meeting.
- 11.4 Any appointment, removal or replacement of representatives by a Party shall be by notice to the other Party and shall be effective as soon as such notice is received by the other Party.
- 11.5 The Steering Committee may from time to time co-opt additional persons to sit on the Steering Committee, whether in a voting or monitoring capacity.
- 11.6 **Functions.** The functions of the Steering Committee shall be—
- 11.6.1 continually review the management information requirements of the Steering Committee and agree on any variations in such functions to provide a means for the joint review of issues relating to all day-to-day aspects with regard to the Services;
 - 11.6.2 to provide a forum for joint strategic discussion, and possible variations of the Services to be performed by RTMC;
 - 11.6.3 in certain circumstances, pursuant to the Dispute Resolution, to provide a means of resolving disputes or disagreements between the Parties;
 - 11.6.4 to review and discuss any other issues with regard to the Services;
 - 11.6.5 where any specific action or consent is required by either Party in terms of this Agreement;



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- 11.6.6 report to each other for the duration of this Agreement and shall ensure that any unacceptable performance by a Party of its obligations in terms of this Agreement is brought to the attention of the Steering Committee timeously to enable the RTMC to take suitable corrective action.
- 11.7 **Status of Decisions.** No decision of the Steering Committee's meetings shall have the effect of amending the terms of this Agreement.
- 11.8 **Minutes of Meetings.** All meetings between the Parties shall be recorded and signed by a member of the Parties representing each of the Parties on the Steering Committee and the minutes so kept shall be circulated to the members of the Steering Committee within 7 (seven) days of each meeting.
- 11.9 As soon as possible after the Effective Date, each Party shall appoint a Project Manager and notify the other Party of such appointment.
- 11.10 **Authority.** Each Party shall ensure that their Project Manager will have the necessary skill, expertise and experience to carry out such responsibility. Unless otherwise specifically provided in this Agreement or agreed to in writing by a Party, such Party's Project Manager shall not be entitled to make any operational decisions concerning the provision of the Services and shall not be authorised to bind or commit it to any amendments to this Agreement.
- 11.11 Either Party shall be entitled at any time to terminate the appointment of its Project Manager by notice to the other Party or to appoint any other person as Project Manager and such termination shall take effect in terms of such notice.
- 11.12 All communications concerning the management of this Agreement shall, unless otherwise agreed to between the Parties, take place between the Parties' respective Project Managers.

12. FINANCIAL ARRANGEMENTS

Except for the payment of the Service Fee by the Province to the RTMC each Party shall bear its own costs in the fulfilment of its obligations in terms of this Agreement.

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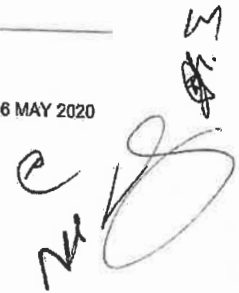
13. FORCE MAJEURE

- 13.1 **Force majeure event.** *Force majeure* shall mean any material event beyond the control of either Party whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement and which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including but not limited to fire, explosion, war, revolution, riot, insurrection, protest and/or boycott action, floods, storms and other natural disturbances, perils of the sea, breakdown of machinery and equipment (not avoidable by proper maintenance and planning), and/or Act of God and which causes material and unavoidable damage to property, material delays or interruptions.
- 13.2 **Notify of force majeure event.** The Party prevented from fulfilling its obligations in terms of this Agreement shall on becoming aware of such *force majeure* event promptly notify the other Party of such *force majeure* event and when such an event of *force majeure* has ceased.
- 13.3 **No liability for force majeure.** Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if and to the extent that performance of such obligation is prevented by any circumstances of *force majeure*, which arise after the Effective Date.
- 13.4 **Endeavour to continue obligations.** Upon the occurrence of any *force majeure* event the Parties shall endeavour to continue to perform its obligations under this Agreement so far as reasonably possible. The Party shall notify the other of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by the *force majeure* event and shall not take such steps unless directed by the other to do so.
- 13.5 If the *force majeure* event continues for a period of 90 ((ninety) days, the Parties shall promptly consult with the view to reaching a mutually satisfactory resolution to the change in circumstances. In the event that the Parties do not reach a mutually satisfactory resolution either Party may terminate this Agreement.



AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 13.6 **Failure to notify force majeure event.** If a Party fails to inform the other Party of the *force majeure* event concerned as set out in this clause 16 then such Party shall thereafter not be entitled to refer to or rely on such *force majeure* event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *force majeure* event is known by both Parties or the Party is unable to inform the other Party due to the *force majeure* event.
- 13.7 The foregoing provisions of this clause 16 shall not excuse or release the Party claiming *force majeure* from obligations due or performable, or compliance required, under this Agreement prior to the *force majeure* event nor failures, delays in performance or obligations not effected by the event of *force majeure*, except to the extent the same cannot be performed.
14. **AUDIT ACCESS AND OPEN BOOK**
- 14.1 RTMC shall keep and operate a proper and efficient accounting and Procurement management system to reflect truly and fairly, in conformity with the PFMA and generally accepted accounting practices.
- 14.2 RTMC shall, in order to enable the Province to determine whether the provisions of this Agreement have been complied with provide the Province with such information as it may reasonably require.
15. **CONFIDENTIAL INFORMATION**
- 15.1 **Confidentiality obligation.** Each Party ("the Receiving Party") must treat and hold as confidential all information which they may receive from the other Disclosing Party or which becomes known to them concerning the Disclosing Party during the duration of this Agreement.
- 15.2 **Nature of the Confidential Information.** The Confidential Information of the Disclosing Party shall, without limitation, include-



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- 15.2.1 all software and associated material and documentation, including information contained therein;
- 15.2.2 all information relating to –
- 15.2.2.1 the Disclosing Party's past, present and future research and development;
 - 15.2.2.2 the Disclosing Party's business activities, service providers and such service providers confidential information;
 - 15.2.2.3 the terms and conditions of this Agreement; and
 - 15.2.2.4 the Procumbent Process to appoint service providers for Mpumalanga's Database.
- 15.3 The Parties shall, except as permitted by this Agreement, not disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and in the event of the Confidential Information relating to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party.
- 15.4 **Receiving Party's obligations with regard to Confidential Information.** The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its Confidential Information –
- 15.4.1 it will only make the Confidential Information available to those of its Staff who are actively involved in the execution of this Agreement;
 - 15.4.2 subject to the right to make the Confidential Information available to their Project Managers and the Steering Committee above, they will not at any time, whether during this Agreement or thereafter, either use any Confidential Information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties.



AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 15.5 **Information not deemed Confidential Information.** The foregoing obligations shall not apply to any information which -
- 15.5.1 is lawfully in the public domain at the time of disclosure;
 - 15.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
 - 15.5.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or
 - 15.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 15.6 **Severability.** The provisions of this clause 16 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force and effect for a period of 5 (five) years after the date of termination.

16. DISPUTE SETTLEMENT BETWEEN THE PARTIES

- 16.1 If any dispute or difference of any kind, in connection with or arising out of this Agreement arises between the RTMC and the Province, the Parties shall make every effort to resolve the dispute amicably by consultation. The Project Managers shall discuss the dispute and attempt to resolve the dispute without the necessity of any formal proceedings.
- 16.2 If the dispute is not capable of being settled between the Project Managers amicably, such dispute shall be elevated to the Steering Committee.
- 16.3 Should the Steering Committee fail to resolve the dispute, either the RTMC or the Province, may refer the dispute to the Head of the Department and the CEO or their duly authorised employees, who shall convene a meeting within thirty (30) days of the dispute having referred to them, to resolve the dispute.
- 16.4 Should the dispute remain unresolved for a period of 30 (thirty) days after being so referred, either Party may declare such dispute a formal intergovernmental dispute

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, Act No 13 of 2005.

- 16.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.
- 16.6 Notwithstanding the provisions of this clause, any Party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this Agreement in the High Court of South Africa having jurisdiction over the Parties.
- 16.7 Notwithstanding any dispute and/or court proceedings herein the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

17 BREACH

- 17.1 Should either Party fail to comply with any provision of this Agreement the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of thirty (30) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have –
- 17.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- 17.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party.

18 NOTICES AND DOMICILIUM

- 18.1 The Parties choose as their *domicilium citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clause below, at which addresses all processes and notices arising out of or in connection



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with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

18.1.1 RTMC:

349 Witchhazel Avenue, Block F Eco Origins, Highveld Ext 0079.

18.1.2 Province:

.....

or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

18.2 Any written notices required in terms of clause 19.1 shall only be satisfied if such notice is given in a written, paper-based form.

18.3 Any notice given in terms of this Agreement shall be in writing and shall, unless proved otherwise -

18.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; or

18.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting.

18.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such Party.

19. CESION AND DELEGATION AND SUB-CONTRACTING

Neither Party shall be entitled to cede, delegate or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

20. WHOLE AGREEMENT AND NON-VARIATION

- 20.1 This Agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and the Parties shall not be bound by any terms, conditions or representations whether written, oral or by conduct and whether express or tacit not recorded herein.
- 20.2 No addition to, variation, consensual cancellation or novation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by both Parties or by their duly authorised by both Parties or by their duly authorised representatives.

21. WAIVER

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22. SEVERABILITY

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful, or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to enter into negotiations to resolve the invalidity.

23. SIGNING AUTHORITY

The Parties warrant and represent that a duly authorised representative of that Party

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

executes this Agreement.


SIGNED AND EXECUTED at Cape Town and in the presence of the undersigned

witnesses on this 24 day of July 2020.

AS WITNESSES:

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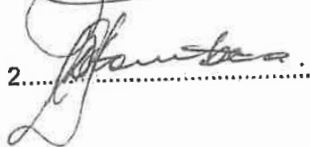

for RTMC

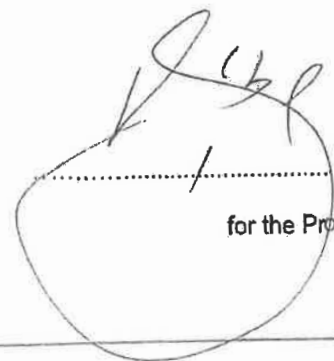
SIGNED AND EXECUTED at..... and in the presence of the undersigned

witnesses on this 22 day of July 2020

AS WITNESSES:

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for the Province

DEPARTMENT OF TRANSPORT

NOTICE 976 OF 2022

ROAD TRAFFIC MANAGEMENT CORPORATION ACT

NOTICE OF AGREEMENT BETWEEN CHIEF EXECUTIVE OFFICER OF ROAD
TRAFFIC MANAGEMENT CORPORATION AND VARIOUS PROVINCES

The Road Traffic Management Corporation hereby and in terms of Section 31(2) of Road Traffic Management Act, 1999 (Act No. 20 of 1999), gives Notice that the Chief Executive Officer of the Road Traffic Management Corporation has entered into agreements in the Schedule hereto with the respective Provincial Departments to perform the functions as stipulated in the agreement, functions so allocated to the Members of the Executive Council in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996), or any other law relating to road traffic, on behalf of the Members of the Executive Council.


A horizontal line is drawn across the page, and a handwritten signature in black ink is written over it. The signature is a stylized, cursive representation of the name 'MS Msibi'.

Adv. MS Msibi

Chief Executive Officer

Date: 6/04/22



Road Traffic
Management Corporation

ONLINE LICENSE RENEWAL SERVICES AGREEMENT

entered into by and between

THE ROAD TRAFFIC MANAGEMENT CORPORATION

and

**GAUTENG DEPARTMENT OF PUBLIC TRANSPORT AND ROADS
INFRASTRUCTURE**

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**PREAMBLE**

WHEREAS, the Province is responsible for the testing, registration and licensing of motor vehicles in terms of the National Road Traffic Act (NRTA) and Regulations and Section 4 of the NRTA provides that the registration and licensing system of motor vehicles for each province shall be as prescribed and the Member of the Executive Council (MEC), as per the provisions of the NRTA, may prescribe baseline fees and penalties payable to the Province when a motor vehicle license is renewed;

WHEREAS Regulation 25A(1) of the Regulations provides that if a MEC concerned deems it expedient, he or she may allow for the licensing of a motor vehicle by the owner thereof through a bank's Automatic Teller Machine (ATM) or other form of electronic means;

WHEREAS the Road Traffic Management Corporation (RTMC), as the owner of the National Traffic Information System (NaTIS), has developed certain online functionalities, which functionalities includes amongst others the issuance and delivery of a motor vehicle licence disc issued online, online registration of a motor vehicle by the title holder, online notification of change of ownership by the current title holder, online booking for a learner's or driving licence test and online booking for the renewal and delivery of credit card format driving licence;

WHEREAS the COVID-19 outbreak of the pandemic led to the declaration of the lockdown and Risk Adjusted Strategy regulating and minimising movement and simultaneously promoting E-commerce platforms. with Health and Safety Protocols.

WHEREAS the Province desires the RTMC to render online motor vehicle license renewal services and collect, subject to the provisions if this Agreement, all motor vehicle license fee renewal payments and if applicable penalties, made by Motor Vehicle Owners when utilising the RTMC online services.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

NOW THEREFORE THE PARTIES agree as follows –

1. PARTIES

1.1 The Parties to this Agreement are–

- 1.1.1** The Road Traffic Management Corporation, a statutory entity, established in terms of the Act and listed as a Schedule 3A public entity in terms of the PFMA, herein represented by Adv. M S Msibi in his capacity as Chief Executive Officer, duly authorised thereto; and
- 1.1.2** The Gauteng Department of Public Transport and Roads Infrastructure acting for and on behalf of the Gauteng Provincial Government, herein represented by Dr Darion Barclay in his/her capacity as Head of Department and duly authorised thereto.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, the following expressions and words have the meaning assigned to them below and derivative expressions and words have a corresponding meaning, unless inconsistent with or otherwise indicated by the context–

- 2.1.1** "Account" means the bank account opened in the name of the RTMC to receive and manage all license renewal fee payments;
- 2.1.2** "Act" means the means the Road Traffic Management Corporation Act, 1999 (Act No. 20 of 1999);
- 2.1.3** "Agreement" means the contents of this Agreement together with the Annexures hereto;
- 2.1.3** "Baseline Fees" means the fees charged by the various provinces for the licensing of a motor vehicle;
- 2.1.4** "Business Day" means any day in the RSA which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holidays Act, 1994 and all references in

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

this Agreement to days shall be deemed calendar days, unless specifically stipulated as being Business Days;

- 2.1.5 **"CEO"** means the Chief Executive Officer of the RTMC appointed in terms of the Act;
- 2.1.6 **"COVID -19"**, means the Novel Coronavirus (2019 -nCov) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global pandemic by the WHO during the year 2020 that has previously not been scientifically identified in humans;
- 2.1.7 **"Confidential Information"** means all information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party's information, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party;
- 2.1.8 **"Disclosing Party"** means either of the Parties which discloses Confidential Information to the other of the Parties;
- 2.1.9 **"Effective Date"** means the date of the signature of this Agreement by the Party signing last in time
- 2.1.10 **"Head of Department"** means the public servant who is the administrative head of the Department and the accounting officer in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 2.1.11 **"MEC"** means Member of the Executive Council;
- 2.1.12 **"Month"** means a calendar Month;
- 2.1.13 **"NaTIS"** means the computerised National Traffic Information System that is used as a register that supports the NRTA and Regulations;
- 2.1.14 **"NRTA"** means the National Road Traffic Act, 1996 (Act No 93 of 1996);
- 2.1.15 **"Parties"** means RTMC and/or the Province as the context indicates, and "Party" shall mean either one of them as the context may indicate;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.1.16 **"PFMA"** means the Public Finance Management Act, 1999 (Act No 1 of 1999);
- 2.1.17 **"Project Manager"** means the representatives of the Parties appointed by them in terms of clause 11 to fulfil the functions set out therein;
- 2.1.18 **"Project meetings"** means the Project meetings between the representatives of the Parties in terms of clause 11;
- 2.1.19 **"Province"** means the Party as fully described in clause 1.1.2;
- 2.1.20 **"Receiving Party"** means either of the Parties which receives Confidential Information from the other of the Parties;
- 2.1.21 **"Regulations"** means the National Road Traffic Regulations, 2000;
- 2.1.22 **"RTMC"** means the Party as more fully described in clause 1.1.1;
- 2.1.23 **"Services"** means the online motor vehicle license renewal services, which includes the collection and distribution of Licensing Renewal Fees, Penalties and Service Fees;
- 2.1.24 **"Service Fees"** means the percentage fee charged and payable to the RTMC by the Province;
- 2.1.25 **"Staff"** means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party;
- 2.1.26 **"Transaction Fees"** means the monies charged per online NaTIS service in terms of section 24(1)(a) of the Act.

2.2 Interpretation

- 2.2.1 In this Agreement unless the context indicates a contrary intention an expression which denotes –
- 2.2.1.1 any reference to the singular includes the plural and vice versa;
- 2.2.1.2 any reference to the natural person includes legal persons and vice versa;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.2.1.3 any reference to a gender includes the other genders;
- 2.2.2 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the definition and interpretation clause;
- 2.2.3 when any number of days are prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day;
- 2.2.4 where any provision contemplates a notice to be given, such notice shall, unless expressly provided otherwise, be made in writing;
- 2.2.5 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.6 any word or expression used in this Agreement which is defined in the Act shall bear the same meaning in this Agreement as assigned to it by the Act;
- 2.2.7 if any provision of this Agreement is in any way inconsistent with the provisions of the PFMA, or the Act, the provisions of the PFMA, or the Act shall prevail, and this Agreement shall be read in all respect subject thereto.

3. PURPOSE OF AGREEMENT

- 3.1 The purpose of this Agreement is to: -
- 3.1.1 formalise the relationship between the RTMC and Province pursuant to the provisions of the PFMA;
- 3.1.2 establish the terms and conditions subject to which the RTMC will render the Services to the Province;
- 3.1.3 providing for the determination of and the payment of the Service Fee by the Province to the RTMC for rendering the Services;
- 3.1.4 to establish the procedure by which the RTMC will receive all baseline fees payments made by the public for the renewal of motor vehicle licenses and payment of such

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

payments received to the Province.

4. APPOINTMENT

The Province hereby and subject to the provisions of this Agreement and any applicable legislation, appoints on agency basis the RTMC to render the Services set - out in this Agreement and the RTMC hereby accepts such appointment.

5. DURATION

5.1 This Agreement shall commence on the Effective Date and shall subject to the provisions of clause 5.2, continue for a minimum period of 5 (five) years ("Termination Date") from the Effective Date.

5.2 The Province shall have the option to renew this Agreement upon the same terms and conditions as contained in this Agreement for a further period of 5 (five) years, commencing on the 1st (first) day following the Termination Date, by giving written notice to reach the RTMC no later than 3 (three) calendar months prior to the Termination Date.

5.3 If the Province exercises the option as set-out in 5.2, the extended contract shall be considered to include this option clause.

6. SERVICES

6.1 The RTMC shall, unless specified otherwise:

6.1.1 on NaTIS, make available online license renewal functionality to be utilised by the public to renew motor vehicle license renewals;

6.1.2 subject to the provisions of the PFMA, open and manage the Account;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 6.1.3 on a daily basis manage and monitor and control all online motor vehicle license renewals and receive all license renewal fee and if applicable, penalty payments deposited into the Account by-
- 6.1.3.1 printing the license disc;
 - 6.1.3.2 reconciling each payment received; and
 - 6.1.3.3 prepare a comprehensive and detailed monthly reconciliation report;
 - 6.1.3.4 transfer all reconciled transactions, subject to paragraph 8 hereunder, to the account identified by the Province, which transfer will be on or before the 21st of the month following the month of receipt.
- 6.2 **Problem and negative trend identification.** Should RTMC encounter any problem or identify any trend in the services, which could cause or indicate the likely occurrence of faults, defects, or delays, it shall immediately report such matter to the Province. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem of this Agreement.
- 6.3 **Diligence, care, and professionalism.** RTMC shall exercise all reasonable diligence, care and act in a professional manner in the execution of this Agreement and the provision of the Services and shall not do anything that would discredit, dishonour, reflect adversely on or injure the reputation of the Province.
- 6.4 RTMC shall immediately inform the Province if it appears, in the light of information that has come to hand, that the services require revision for whatsoever reason.
- 6.5 **Meetings.** RTMC shall attend all meetings including Steering Committee meeting aimed at monitoring the progress of the services as reasonably required by the Province.
- 6.6 RTMC shall promptly notify the Province of any information, received by RTMC, which in the opinion of RTMC is likely to be of interest, use or benefit to the Province in relation to the Services or this Agreement.
- 6.7 All reports and documentation to be provided by RTMC shall be signed off by RTMC Project Manager.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 6.8 All reports and information provided by RTMC to the Province in terms of this Agreement shall contain accurate information to enable the Province to monitor the Service standards.
- 6.9 Place of payment. Payment for the Services shall be made by the RTMC to the Province by electronic transfer into the following banking account.

Bank: FNB;

Account Name: GAUTENG PROVINCE

Account Number: 622981471.85;

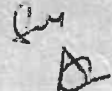


Branch Code: 255005;

7. SERVICE FEE

- 7.1 The RTMC shall subject to the provisions of 7.2 be entitled to and be paid a Service Fee of 8% by the Province of and for all baseline fees and penalties collected on behalf of the Province.
- 7.2 Collected fees and penalties shall not include Transaction Fees collected.

8. RELATIONSHIP BETWEEN THE PARTIES

- 8.1 This Agreement shall not constitute, or be deemed to constitute, a partnership between the Parties and neither Party shall have any right, authority or power to bind the other, or incur any liability on behalf of the other or to pledge the credit of the other Party.
- 8.2 Nothing in this Agreement shall constitute, or be deemed to constitute, an employment contract between the Parties, or be deemed to constitute such a relationship.
- 8.3 The Parties shall always have a duty of good faith in their dealings with one another.

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

9. GENERAL OBLIGATIONS OF THE PARTIES

The Parties shall co-operate with each other in good faith.

10. WARRANTIES AND REMEDIES

RTMC warrants that it is fully conversant with all relevant statutory requirements having a direct or indirect bearing on this Agreement and that it shall comply with all laws and regulations of the Republic of South Africa, and in particular the PFMA.

11. CONTRACT MANAGEMENT

11.1 Steering Committee. Each Party shall appoint, in writing, after the Effective Date representatives and alternates to represent the Parties on the Steering Committee.

11.2 Constitution of Steering Committee. The Steering Committee shall comprise of 2 (two) representatives of each Party.

11.3 The chairperson of the Steering Committee shall be the RTMC's Project Manager.

11.4 Any appointment, removal or replacement of representatives by a Party shall be by notice to the other Party and shall be effective as soon as such notice is received by the other Party.

11.5 The Steering Committee may from time to time co-opt additional persons to sit on the Steering Committee, whether in a voting or monitoring capacity.

11.6 Functions. The functions of the Steering Committee shall be—

11.6.1 continually review the management information requirements of the Steering Committee and agree on any variations in such functions to provide a means for the joint review of issues relating to all day-to-day aspects regarding the Services;

11.6.2 to provide a forum for joint strategic discussion, and possible variations of the Services to be performed by RTMC;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 11.6.3 in certain circumstances, pursuant to the Dispute Resolution, to provide a means of resolving disputes or disagreements between the Parties;
- 11.6.4 to review and discuss any other issues regarding the Services;
- 11.6.5 where any specific action or consent is required by either Party in terms of this Agreement;
- 11.6.6 report to each other for the duration of this Agreement and shall ensure that any unacceptable performance by a Party of its obligations in terms of this Agreement is brought to the attention of the Steering Committee timeously to enable the RTMC to take suitable corrective action.
- 11.7 **Status of Decisions.** No decision of the Steering Committee's meetings shall have the effect of amending the terms of this Agreement.
- 11.8 **Minutes of Meetings.** All meetings between the Parties shall be recorded and signed by a member of the Parties representing each of the Parties on the Steering Committee and the minutes so kept shall be circulated to the members of the Steering Committee within 7 (seven) days of each meeting.
- 11.9 As soon as possible after the Effective Date, each Party shall appoint a Project Manager and notify the other Party of such appointment.
- 11.10 **Authority.** Each Party shall ensure that their Project Manager will have the necessary skill, expertise, and experience to carry out such responsibility. Unless otherwise specifically provided in this Agreement or agreed to in writing by a Party, such Party's Project Manager shall not be entitled to make any operational decisions concerning the provision of the Services and shall not be authorised to bind or commit it to any amendments to this Agreement.
- 11.11 Either Party shall be entitled at any time to terminate the appointment of its Project Manager by notice to the other Party, or to appoint any other person as Project Manager, and such termination shall take effect in terms of such notice.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

11.12 All communications concerning the management of this Agreement shall, unless otherwise agreed to between the Parties, take place between the Parties' respective Project Managers.

12. FINANCIAL ARRANGEMENTS

Except for the payment of the Service Fee by the Province to the RTMC each Party shall bear its own costs in the fulfilment of its obligations in terms of this Agreement.

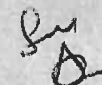
13. FORCE MAJEURE

13.1 **Force majeure event.** *Force majeure* shall mean any material event beyond the control of either Party whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement and which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including but not limited to fire, explosion, war, revolution, riot, insurrection, protest and/or boycott action, floods, storms and other natural disturbances, perils of the sea, breakdown of machinery and equipment (not avoidable by proper maintenance and planning), and/or Act of God and which causes material and unavoidable damage to property, material delays or interruptions.

13.2 **Notify of force majeure event.** The Party prevented from fulfilling its obligations in terms of this Agreement shall on becoming aware of such *force majeure* event promptly notify the other Party of such *force majeure* event and when such an event of *force majeure* has ceased.

13.3 **No liability for force majeure.** Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if and to the extent that performance of such obligation is prevented by any circumstances of *force majeure*, which arise after the Effective Date.

13.4 **Endeavour to continue obligations.** Upon the occurrence of any *force majeure* event the Parties shall endeavour to continue to perform its obligations under this



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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

Agreement so far as reasonably possible. The Party shall notify the other of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by the *force majeure* event and shall not take such steps unless directed by the other to do so.

- 13.5 If the *force majeure* event continues for a period of 90 ((ninety) days, the Parties shall promptly consult with the view to reaching a mutually satisfactory resolution to the change in circumstances. If the Parties do not reach a mutually satisfactory resolution either Party may terminate this Agreement.
- 13.6 **Failure to notify *force majeure* event.** If a Party fails to inform the other Party of the *force majeure* event concerned as set out in this clause 13 then such Party shall thereafter not be entitled to refer to or rely on such *force majeure* event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *force majeure* event is known by both Parties or the Party is unable to inform the other Party due to the *force majeure* event.
- 13.7 The foregoing provisions of this clause 13 shall not excuse or release the Party claiming *force majeure* from obligations due or performable, or compliance required, under this Agreement prior to the *force majeure* event nor failures, delays in performance or obligations not affected by the event of *force majeure*, except to the extent that same cannot be performed.
14. **AUDIT ACCESS AND OPEN BOOK**
- 14.1 RTMC shall keep and operate a proper and efficient accounting and Procurement management system to reflect truly and fairly, in conformity with the PFMA and generally accepted accounting practices.
- 14.2 RTMC shall, in order to enable the Province to determine whether the provisions of this Agreement have been complied with provide the Province with such information as it may reasonably require.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

15. CONFIDENTIAL INFORMATION

15.1 Confidentiality obligation. Each Party ("the Receiving Party") must treat and hold as confidential all information which they may receive from the other Disclosing Party or which becomes known to them concerning the Disclosing Party during the duration of this Agreement.

15.2 Nature of the Confidential Information. The Confidential Information of the Disclosing Party shall, without limitation, include—

15.2.1 all software and associated material and documentation, including Information contained therein;

15.2.2 all information relating to —

15.2.2.1 the Disclosing Party's past, present, and future research and development;

15.2.2.2 the Disclosing Party's business activities, service providers and such service providers confidential information;

15.2.2.3 the terms and conditions of this Agreement; and

15.2.2.4 the Procurement Process to appoint service providers for the Province Database.

15.3 The Parties shall, except as permitted by this Agreement, not disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and in the event of the Confidential Information relating to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party.

15.4 Receiving Party's obligations regarding Confidential Information. The Receiving Party agrees that to protect the proprietary interests of the Disclosing Party in its Confidential Information —

15.4.1 it will only make the Confidential Information available to those of its Staff who are actively involved in the execution of this Agreement;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

15.4.2 subject to the right to make the Confidential Information available to their Project Managers and the Steering Committee above, they will not at any time, whether during this Agreement or thereafter, either use any Confidential Information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties.

15.5 **Information not deemed Confidential Information.** The foregoing obligations shall not apply to any information which -

15.5.1 is lawfully in the public domain at the time of disclosure;

15.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;

15.5.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or

15.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation, or court order.

15.6 **Severability.** The provisions of this clause 15 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force and effect for a period of 5 (five) years after the date of termination.

16. **DISPUTE SETTLEMENT BETWEEN THE PARTIES**

16.1 If any dispute or difference of any kind, in connection with or arising out of this Agreement arises between the RTMC and the Province, the Parties shall make every effort to resolve the dispute amicably by consultation. The Project Managers shall discuss the dispute and attempt to resolve the dispute without the necessity of any formal proceedings.

16.2 If the dispute is not capable of being settled between the Project Managers amicably, such dispute shall be elevated to the Steering Committee.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 16.3 Should the Steering Committee fail to resolve the dispute, either the RTMC or the Province, may refer the dispute to the Head of the Department and the CEO or their duly authorised employees, who shall convene a meeting within thirty (30) days of the dispute having referred to them, to resolve the dispute.
- 16.4 Should the dispute remain unresolved for a period of 30 (thirty) days after being so referred, either Party may declare such dispute a formal intergovernmental dispute by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, Act No 13 of 2005.
- 16.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.
- 16.6 Notwithstanding the provisions of this clause, any Party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this Agreement in the High Court of South Africa having jurisdiction over the Parties.
- 16.7 Notwithstanding any dispute and/or court proceedings herein the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

17 BREACH

- 17.1 Should either Party fail to comply with any provision of this Agreement the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of thirty (30) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have –
- 17.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

17.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party.

18 NOTICES AND DOMICILIUM

18.1 The Parties choose as their *domicilium citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clauses 18.1.1 and 18.1.2 below, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

18.1.1 RTMC:

349 Witch Hazel Avenue, Block F Eco Origins, Highveld Ext 0079.

18.1.2 Province:

29th Floor, Life Centre Building, 45 Commissioner Street, Johannesburg (for attention of the Head of Department).

or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

18.2 Any written notices required in terms of clause 19.1 shall only be satisfied if such notice is given in a written, paper-based form.

18.3 Any notice given in terms of this Agreement shall be in writing and shall, unless proved otherwise -

18.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; or

18.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 18.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication received by a Party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such Party.

19. CESSION AND DELEGATION AND SUB-CONTRACTING

Neither Party shall be entitled to cede, delegate, or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

20. WHOLE AGREEMENT AND NON-VARIATION

- 20.1 This Agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and the Parties shall not be bound by any terms, conditions or representations whether written, oral or by conduct and whether express or tacit not recorded herein.
- 20.2 No addition to, variation, consensual cancellation or novation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by both Parties or by their duly authorised representatives

21. WAIVER

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

22. SEVERABILITY

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful, or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to enter negotiations to resolve the invalidity.

23. SIGNING AUTHORITY

The Parties warrant and represent that a duly authorised representative of that Party executes this Agreement.

SIGNED AND EXECUTED at Cape Town and in the presence of the undersigned witnesses on this 31 day of March 2022.

AS WITNESSES:

1. [Signature]
2. _____

[Signature]
for RTMC

SIGNED AND EXECUTED at JHB and in the presence of the undersigned witnesses on this 31 day of MARCH 2022

AS WITNESSES:

1. MARY RAMOTHWA
2. _____

[Signature]
for the Province

M.S [Signature]

DEPARTMENT OF TRANSPORT

NOTICE 977 OF 2022

ROAD TRAFFIC MANAGEMENT CORPORATION ACT

NOTICE OF AGREEMENT BETWEEN CHIEF EXECUTIVE OFFICER OF ROAD
TRAFFIC MANAGEMENT CORPORATION AND VARIOUS PROVINCES

The Road Traffic Management Corporation hereby and in terms of Section 31(2) of Road Traffic Management Act, 1999 (Act No. 20 of 1999), gives Notice that the Chief Executive Officer of the Road Traffic Management Corporation has entered into agreements in the Schedule hereto with the respective Provincial Departments to perform the functions as stipulated in the agreement, functions so allocated to the Members of the Executive Council in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996), or any other law relating to road traffic, on behalf of the Members of the Executive Council.



Adv. MS Msibi
Chief Executive Officer
Date: 6/04/22



Road Traffic
Management Corporation

ONLINE SERVICES MEMORANDUM OF UNDERSTANDING

entered into by and between

THE ROAD TRAFFIC MANAGEMENT CORPORATION

and

KWAZULU-NATAL DEPARTMENT OF TRANSPORT

Mr

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

PREAMBLE

WHEREAS, the Province is responsible for the testing, registration and licensing of motor vehicles in terms of the National Road Traffic Act (NRTA) and Regulations and Section 4 of the NRTA provides that the registration and licensing system of motor vehicles for each province shall be as prescribed and the Member of the Executive Council (MEC), as per the provisions of the NRTA, may prescribe baseline fees and penalties payable to the Province when a motor vehicle license is renewed;

WHEREAS Regulation 25A(1) of the Regulations provides that if a MEC concerned deems it expedient, he or she may allow for the licensing of a motor vehicle by the owner thereof through a bank's Automatic Teller Machine (ATM) or other form of electronic means;

WHEREAS the Road Traffic Management Corporation (RTMC), as the owner of the National Traffic Information System (NaTIS), has developed certain online functionalities, which functionalities includes amongst others the issuance and delivery of a motor vehicle licence disc issued online, online registration of a motor vehicle by the title holder, online notification of change of ownership by the current title holder, online booking for a learner's or driving licence test and online booking for the renewal and delivery of credit card format driving licence;

WHEREAS the COVID-19 outbreak of the pandemic led to the declaration of the lockdown and Risk Adjusted Strategy regulating and minimising movement and simultaneously promoting E-commerce platforms, with Health and Safety Protocols.

WHEREAS the Province desires the RTMC to render online motor vehicle license renewal services and collect, subject to the provisions of this Agreement, all motor vehicle license fee renewal payments and if applicable penalties, made by Motor Vehicle Owners when utilising the RTMC online services.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

NOW THEREFORE THE PARTIES agree as follows –

1. PARTIES

1.1 The Parties to this Agreement are–

1.1.1 The Road Traffic Management Corporation, a statutory entity, established in terms of the Act and listed as a Schedule 3A public entity in terms of the PFMA, herein represented by Adv. M S Msibi in his capacity as Chief Executive Officer, duly authorised thereto; and

1.1.2 The KwaZulu-Natal Department of Transport acting for and on behalf of the KwaZulu-Natal Provincial Government, herein represented by Ms S Ngubo in his/her capacity as Acting Head of Department and duly authorised thereto.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, the following expressions and words have the meaning assigned to them below and derivative expressions and words have a corresponding meaning, unless inconsistent with or otherwise indicated by the context–

2.1.1 **“Account”** means the bank account opened in the name of the RTMC to receive and manage all license renewal fee payments;

2.1.2 **“Act”** means the means the Road Traffic Management Corporation Act, 1999 (Act No. 20 of 1999);

2.1.3 **“Agreement”** means the contents of this Agreement together with the Annexures hereto;

2.1.3 **“Baseline Fees”** means the fees charged by the various provinces for the licensing of a motor vehicle;

2.1.4 **“Business Day”** means any day in the RSA which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holidays Act, 1994 and all references in

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this Agreement to days shall be deemed calendar days, unless specifically stipulated as being Business Days;

- 2.1.5 **"CEO"** means the Chief Executive Officer of the RTMC appointed in terms of the Act;
- 2.1.6 **"COVID -19"**, means the Novel Coronavirus (2019 -nCov) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global pandemic by the WHO during the year 2020 that has previously not been scientifically identified in humans;
- 2.1.7 **"Confidential Information"** means all information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party's information, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party;
- 2.1.8 **"Disclosing Party"** means either of the Parties which discloses Confidential Information to the other of the Parties;
- 2.1.9 **"Effective Date"** means, notwithstanding the date of signature of this Agreement by the Party signing last in time.
- 2.1.10 **"Head of Department"** means the public servant who is the administrative head of the Department and the accounting officer in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 2.1.11 **"MEC"** means Member of the Executive Counsel;
- 2.1.12 **"Month"** means a calendar Month;
- 2.1.13 **"NaTIS"** means the computerised National Traffic Information System that is used as a register that supports the NRTA and Regulations;
- 2.1.14 **"NRTA"** means the National Road Traffic Act, 1996 (Act No 93 of 1996);
- 2.1.15 **"Province"** means the Party as fully described in clause 1.1.2;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.1.16 "**Parties**" means RTMC and/or Mpumalanga as the context indicates, and "Party" shall mean either one of them as the context may indicate;
- 2.1.17 "**PFMA**" means the Public Finance Management Act, 1999 (Act No 1 of 1999);
- 2.1.18 "**Project Manager**" means the representatives of the Parties appointed by them in terms of clause 11 to fulfil the functions set out therein;
- 2.1.19 "**Project meetings**" means the Project meetings between the representatives of the Parties in terms of clause 11;
- 2.1.20 "**Receiving Party**" means either of the Parties which receives Confidential Information from the other of the Parties;
- 2.1.21 "**Regulations**" means the National Road Traffic Regulations, 2000;
- 2.1.22 "**RTMC**" means the Party as more fully described in clause 1.1.1;
- 2.1.23 "**Services**" means the online motor vehicle license renewal services, which includes the collection and distribution of Licensing Renewal Fees, Penalties and Service Fees;
- 2.1.24 "**Service Fees**" means the percentage fee charged and payable to the RTMC by the Province;
- 2.1.25 "**Staff**" means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party;
- 2.1.26 "**Transaction Fees**" means the monies charged per online NaTIS service in terms of section 24(1)(a) of the Act.

2.2 Interpretation

- 2.2.1 In this Agreement unless the context indicates a contrary intention an expression which denotes –
- 2.2.1.1 any reference to the singular includes the plural and vice versa;
- 2.2.1.2 any reference to the natural person includes legal persons and vice

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versa;

- 2.2.1.3 any reference to a gender includes the other genders;
- 2.2.2 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the definition and interpretation clause;
- 2.2.3 when any number of days are prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day;
- 2.2.4 where any provision contemplates a notice to be given, such notice shall, unless expressly provided otherwise, be made in writing;
- 2.2.5 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.6 any word or expression used in this Agreement which is defined in the Act shall bear the same meaning in this Agreement as assigned to it by the Act;
- 2.2.7 if any provision of this Agreement is in any way inconsistent with the provisions of the PFMA, or the Act, the provisions of the PFMA, or the Act shall prevail, and this Agreement shall be read in all respect subject thereto.

3. PURPOSE OF AGREEMENT

- 3.1 The purpose of this Agreement is to: -
- 3.1.1 formalise the relationship between the RTMC and Province pursuant to the provisions of the PFMA;
- 3.1.2 establish the terms and conditions subject to which the RTMC will render the Services to the Province;
- 3.1.3 providing for the determination of and the payment of the Service Fee by the Province to the RTMC for rendering the the Services;
- 3.1.4 to establish the procedure by which the RTMC will receive all baseline fees payments

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CONTINUES ON PAGE 130 OF BOOK 2

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made by the public for the renewal of motor vehicle licenses and payment of such payments received to the Province.

4. APPOINTMENT

The Province hereby and subject to the provisions of this Agreement and any applicable legislation, appoints the RTMC to render the Services set - out in this Agreement and the RTMC hereby accepts such appointment.

5. DURATION

- 5.1 This Agreement shall commence on the Effective Date and shall subject to the provisions of clause 5.2, continue for a minimum period of 5 (five) years ("Termination Date") from the Effective Date.
- 5.2 With effect from the Termination date, this Agreement shall endure indefinitely subject to 5 (five) years written notice of termination given by either Party to the other.

6. SERVICES

- 6.1 The RTMC shall, unless specified otherwise:
- 6.1.1 on NaTIS, make available online license renewal functionality to be utilised by the public to renew motor vehicle license renewals;
- 6.1.2 subject to the provisions of the PFMA, open and manage the Account;
- 6.1.3 on a daily basis manage and monitor and control all online motor vehicle license renewals and receive all license renewal fee and if applicable, penalty payments deposited into the Account by-
- 6.1.3.1 printing the license disc;
- 6.1.3.2 reconciling each payment received; and
- 6.1.3.3 prepare a comprehensive and detailed monthly reconciliation report;

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- 6.1.3.4 transfer all reconciled transactions, subject to paragraph 8 hereunder, to the account identified by the Province, which transfer will be on or before the 21st of the month following the month of receipt.
- 6.2 **Problem and negative trend identification.** Should RTMC encounter any problem or identify any trend in the services, which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such matter to the Province. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem of this Agreement.
- 6.3 **Diligence, care and professionalism.** RTMC shall exercise all reasonable diligence, care and act in a professional manner in the execution of this Agreement and the provision of the Services and shall not do anything that would discredit, dishonour, reflect adversely on or injure the reputation of the Province.
- 6.4 RTMC shall immediately inform the Province if it appears, in the light of information that has come to hand, that the services require revision for whatsoever reason.
- 6.5 Meetings. RTMC shall attend all meetings including Steering Committee meeting aimed at monitoring the progress of the services as reasonably required by the Province.
- 6.6 RTMC shall promptly notify the Province of any information, received by RTMC, which in the opinion of RTMC is likely to be of interest, use or benefit to the Province in relation to the Services or this Agreement.
- 6.7 All reports and documentation to be provided by RTMC shall be signed off by RTMC Project Manager.
- 6.8 All reports and information provided by RTMC to the Province in terms of this Agreement shall contain accurate information so as to enable the Province to monitor the Service standards.
- 6.9 Place of payment. Payment for the Services shall be made by the RTMC to the Province by electronic transfer into the following banking account.



 AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

Bank:.....; **Absa Public Sector KZN**
Account Name:.....; **KZN PROVINCIAL**
GOVERNMENT – KZN
TRANSPORT-MLB REVENUE
Account Number:; **40-7250-2078**
Branch Code:; **632005**

7. SERVICE FEE

- 7.1 The RTMC shall subject to the provisions of 8.2, be entitled to and paid a Service Fee of 8% by the Province of and for all baseline fees and penalties collected on behalf of the Province.
- 7.2 Collected fees and penalties shall not include Transaction Fees collected.

8. RELATIONSHIP BETWEEN THE PARTIES

- 8.1 This Agreement shall not constitute, or be deemed to constitute, a partnership between the Parties and neither Party shall have any right, authority or power to bind the other, or incur any liability on behalf of the other or to pledge the credit of the other Party.
- 8.2 Nothing in this Agreement shall constitute, or be deemed to constitute, an employment contract between the Parties, or be deemed to constitute such a relationship.
- 8.3 The Parties shall at all times have a duty of good faith in their dealings with one another.

9. GENERAL OBLIGATIONS OF THE PARTIES

The Parties shall co-operate with each other in good faith.

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10. WARRANTIES AND REMEDIES

RTMC warrants that it is fully conversant with all relevant statutory requirements having a direct or indirect bearing on this Agreement and that it shall comply with all laws and regulations of the Republic of South Africa, and in particular the PFMA.

11. CONTRACT MANAGEMENT

11.1 **Steering Committee.** Each Party shall appoint, in writing, after the Effective Date representatives and alternates to represent the Parties on the Steering Committee.

11.2 **Constitution of Steering Committee.** The Steering Committee shall comprise of 2 (two) representatives of each Party.

11.3 The chairperson of the Steering Committee shall be the RTMC's Project Manager, to present the Parties at a Steering Committee meeting.

11.4 Any appointment, removal or replacement of representatives by a Party shall be by notice to the other Party and shall be effective as soon as such notice is received by the other Party.

11.5 The Steering Committee may from time to time co-opt additional persons to sit on the Steering Committee, whether in a voting or monitoring capacity.

11.6 **Functions.** The functions of the Steering Committee shall be—

11.6.1 continually review the management information requirements of the Steering Committee and agree on any variations in such functions to provide a means for the joint review of issues relating to all day-to-day aspects with regard to the Services;

11.6.2 to provide a forum for joint strategic discussion, and possible variations of the Services to be performed by RTMC;

11.6.3 in certain circumstances, pursuant to the Dispute Resolution, to provide a means of resolving disputes or disagreements between the Parties;

11.6.4 to review and discuss any other issues with regard to the Services;

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- 11.6.5 where any specific action or consent is required by either Party in terms of this Agreement;
- 11.6.6 report to each other for the duration of this Agreement and shall ensure that any unacceptable performance by a Party of its obligations in terms of this Agreement is brought to the attention of the Steering Committee timeously to enable the RTMC to take suitable corrective action.
- 11.7 **Status of Decisions.** No decision of the Steering Committee's meetings shall have the effect of amending the terms of this Agreement.
- 11.8 **Minutes of Meetings.** All meetings between the Parties shall be recorded and signed by a member of the Parties representing each of the Parties on the Steering Committee and the minutes so kept shall be circulated to the members of the Steering Committee within 7 (seven) days of each meeting.
- 11.9 As soon as possible after the Effective Date, each Party shall appoint a Project Manager and notify the other Party of such appointment.
- 11.10 **Authority.** Each Party shall ensure that their Project Manager will have the necessary skill, expertise and experience to carry out such responsibility. Unless otherwise specifically provided in this Agreement or agreed to in writing by a Party, such Party's Project Manager shall not be entitled to make any operational decisions concerning the provision of the Services and shall not be authorised to bind or commit it to any amendments to this Agreement.
- 11.11 Either Party shall be entitled at any time to terminate the appointment of its Project Manager by notice to the other Party or to appoint any other person as Project Manager and such termination shall take effect in terms of such notice.
- 11.12 All communications concerning the management of this Agreement shall, unless otherwise agreed to between the Parties, take place between the Parties' respective Project Managers.

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12. FINANCIAL ARRANGEMENTS

Except for the payment of the Service Fee by the Province to the RTMC each Party shall bear its own costs in the fulfilment of its obligations in terms of this Agreement.

13. FORCE MAJEURE

- 13.1 **Force majeure event.** *Force majeure* shall mean any material event beyond the control of either Party whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement and which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including but not limited to fire, explosion, war, revolution, riot, insurrection, protest and/or boycott action, floods, storms and other natural disturbances, perils of the sea, breakdown of machinery and equipment (not avoidable by proper maintenance and planning), and/or Act of God and which causes material and unavoidable damage to property, material delays or interruptions.
- 13.2 **Notify of force majeure event.** The Party prevented from fulfilling its obligations in terms of this Agreement shall on becoming aware of such *force majeure* event promptly notify the other Party of such *force majeure* event and when such an event of *force majeure* has ceased.
- 13.3 **No liability for force majeure.** Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if and to the extent that performance of such obligation is prevented by any circumstances of *force majeure*, which arise after the Effective Date.
- 13.4 **Endeavour to continue obligations.** Upon the occurrence of any *force majeure* event the Parties shall endeavour to continue to perform its obligations under this Agreement so far as reasonably possible. The Party shall notify the other of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by the *force majeure* event and shall not take such steps unless directed by the other to do so.

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- 13.5 If the *force majeure* event continues for a period of 90 ((ninety) days, the Parties shall promptly consult with the view to reaching a mutually satisfactory resolution to the change in circumstances. In the event that the Parties do not reach a mutually satisfactory resolution either Party may terminate this Agreement.
- 13.6 **Failure to notify *force majeure* event.** If a Party fails to inform the other Party of the *force majeure* event concerned as set out in this clause 16 then such Party shall thereafter not be entitled to refer to or rely on such *force majeure* event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *force majeure* event is known by both Parties or the Party is unable to inform the other Party due to the *force majeure* event.
- 13.7 The foregoing provisions of this clause 16 shall not excuse or release the Party claiming *force majeure* from obligations due or performable, or compliance required, under this Agreement prior to the *force majeure* event nor failures, delays in performance or obligations not effected by the event of *force majeure*, except to the extent the same cannot be performed.
- 14. AUDIT ACCESS AND OPEN BOOK**
- 14.1 RTMC shall keep and operate a proper and efficient accounting and Procurement management system to reflect truly and fairly, in conformity with the PFMA and generally accepted accounting practices.
- 14.2 RTMC shall, in order to enable the Province to determine whether the provisions of this Agreement have been complied with provide the Province with such information as it may reasonably require.
- 15. CONFIDENTIAL INFORMATION**
- 15.1 **Confidentiality obligation.** Each Party ("the Receiving Party") must treat and hold as confidential all information which they may receive from the other Disclosing Party

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

or which becomes known to them concerning the Disclosing Party during the duration of this Agreement.

- 15.2 **Nature of the Confidential Information.** The Confidential Information of the Disclosing Party shall, without limitation, include—
- 15.2.1 all software and associated material and documentation, including information contained therein;
- 15.2.2 all information relating to –
- 15.2.2.1 the Disclosing Party's past, present and future research and development;
- 15.2.2.2 the Disclosing Party's business activities, service providers and such service providers confidential information;
- 15.2.2.3 the terms and conditions of this Agreement; and
- 15.2.2.4 the Procumbent Process to appoint service providers for Mpumalanga's Database.
- 15.3 The Parties shall, except as permitted by this Agreement, not disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and in the event of the Confidential Information relating to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party.
- 15.4 **Receiving Party's obligations with regard to Confidential Information.** The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its Confidential Information –
- 15.4.1 it will only make the Confidential Information available to those of its Staff who are actively involved in the execution of this Agreement;
- 15.4.2 subject to the right to make the Confidential Information available to their Project Managers and the Steering Committee above, they will not at any time, whether during this Agreement or thereafter, either use any Confidential Information of the

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Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties.

15.5 **Information not deemed Confidential Information.** The foregoing obligations shall not apply to any information which -

15.5.1 is lawfully in the public domain at the time of disclosure;

15.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;

15.5.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or

15.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

15.6 **Severability.** The provisions of this clause 16 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force and effect for a period of 5 (five) years after the date of termination.

16. DISPUTE SETTLEMENT BETWEEN THE PARTIES

16.1 If any dispute or difference of any kind, in connection with or arising out of this Agreement arises between the RTMC and the Province, the Parties shall make every effort to resolve the dispute amicably by consultation. The Project Managers shall discuss the dispute and attempt to resolve the dispute without the necessity of any formal proceedings.

16.2 If the dispute is not capable of being settled between the Project Managers amicably, such dispute shall be elevated to the Steering Committee.

16.3 Should the Steering Committee fail to resolve the dispute, either the RTMC or the Province, may refer the dispute to the Head of the Department and the CEO or their

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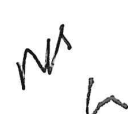
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duly authorised employees, who shall convene a meeting within thirty (30) days of the dispute having referred to them, to resolve the dispute.

- 16.4 Should the dispute remain unresolved for a period of 30 (thirty) days after being so referred, either Party may declare such dispute a formal intergovernmental dispute by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, Act No 13 of 2005.
- 16.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.
- 16.6 Notwithstanding the provisions of this clause, any Party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this Agreement in the High Court of South Africa having jurisdiction over the Parties.
- 16.7 Notwithstanding any dispute and/or court proceedings herein the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

17 BREACH

- 17.1 Should either Party fail to comply with any provision of this Agreement the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of thirty (30) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have –
- 17.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- 17.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party.



AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

18 NOTICES AND DOMICILIUM

18.1 The Parties choose as their *domicilium citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clause below, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

18.1.1 RTMC:

349 Witchhazel Avenue, Block F Eco Origins, Highveld Ext 0079.

18.1.2 Province:

KZN Department of Transport, Inkosi Mhlabunzima Maphumlo House, 172 Burger Street, Executive Building, 3rd Floor, Pietermaritzburg, 3201

or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

18.2 Any written notices required in terms of clause 19.1 shall only be satisfied if such notice is given in a written, paper-based form.

18.3 Any notice given in terms of this Agreement shall be in writing and shall, unless proved otherwise -

18.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; or

18.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting.

18.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such Party.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

19. CESSATION AND DELEGATION AND SUB-CONTRACTING

Neither Party shall be entitled to cede, delegate or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

20. WHOLE AGREEMENT AND NON-VARIATION

20.1 This Agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and the Parties shall not be bound by any terms, conditions or representations whether written, oral or by conduct and whether express or tacit not recorded herein.

20.2 No addition to, variation, consensual cancellation or novation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by both Parties or by their duly authorised by both Parties or by their duly authorised representatives.

21. WAIVER

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22. SEVERABILITY

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful, or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to enter into negotiations to resolve the invalidity.


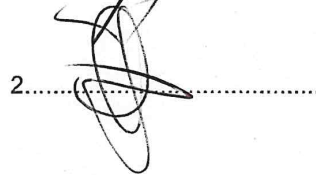
23. SIGNING AUTHORITY

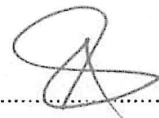
The Parties warrant and represent that a duly authorised representative of that Party executes this Agreement.

SIGNED AND EXECUTED at Centurion and in the presence of the undersigned

witnesses on this 08 day of September 2020.

AS WITNESSES:

1. 
2. 





for RTMC

SIGNED AND EXECUTED at Pretoria and in the presence of the undersigned

witnesses on this 27th day of July 2020

AS WITNESSES:

1. 
2. 



for the Province

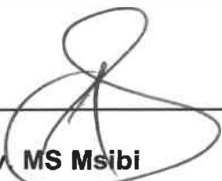
DEPARTMENT OF TRANSPORT

NOTICE 978 OF 2022

ROAD TRAFFIC MANAGEMENT CORPORATION ACT

NOTICE OF AGREEMENT BETWEEN CHIEF EXECUTIVE OFFICER OF ROAD
TRAFFIC MANAGEMENT CORPORATION AND VARIOUS PROVINCES

The Road Traffic Management Corporation hereby and in terms of Section 31(2) of Road Traffic Management Act, 1999 (Act No. 20 of 1999), gives Notice that the Chief Executive Officer of the Road Traffic Management Corporation has entered into agreements in the Schedule hereto with the respective Provincial Departments to perform the functions as stipulated in the agreement, functions so allocated to the Members of the Executive Council in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996), or any other law relating to road traffic, on behalf of the Members of the Executive Council.



Adv. MS Msibi
Chief Executive Officer
Date: 6/04/22



Road Traffic
Management Corporation

ONLINE SERVICES MEMORANDUM OF UNDERSTANDING

entered into by and between

THE ROAD TRAFFIC MANAGEMENT CORPORATION

and

**LIMPOPO DEPARTMENT OF TRANSPORT AND COMMUNITY
SAFETY**

ggp *JA* *LJM* ✓

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**PREAMBLE**

WHEREAS, the Province is responsible for the testing, registration and licensing of motor vehicles in terms of the National Road Traffic Act (NRTA) and Regulations and Section 4 of the NRTA provides that the registration and licensing system of motor vehicles for each province shall be as prescribed and the Member of the Executive Council (MEC), as per the provisions of the NRTA, may prescribe baseline fees and penalties payable to the Province when a motor vehicle license is renewed;

WHEREAS Regulation 25A(1) of the Regulations provides that if a MEC concerned deems it expedient, he or she may allow for the licensing of a motor vehicle by the owner thereof through a bank's Automatic Teller Machine (ATM) or other form of electronic means;

WHEREAS the Road Traffic Management Corporation (RTMC), as the owner of the National Traffic Information System (NaTIS), has developed certain online functionalities, which functionalities includes amongst others the issuance and delivery of a motor vehicle licence disc issued online, online registration of a motor vehicle by the title holder, online notification of change of ownership by the current title holder, online booking for a learner's or driving licence test and online booking for the renewal and delivery of credit card format driving licence;

WHEREAS the COVID-19 outbreak of the pandemic led to the declaration of the lockdown and Risk Adjusted Strategy regulating and minimising movement and simultaneously promoting E-commerce platforms, with Health and Safety Protocols.

WHEREAS the Province desires the RTMC to render online motor vehicle license renewal services and collect, subject to the provisions of this Agreement, all motor vehicle license fee renewal payments and if applicable penalties, made by Motor Vehicle Owners when utilising the RTMC online services.

Version 2

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

NOW THEREFORE THE PARTIES agree as follows –

1. PARTIES

1.1 The Parties to this Agreement are–

1.1.1 The Road Traffic Management Corporation, a statutory entity, established in terms of the Act and listed as a Schedule 3A public entity in terms of the PFMA, herein represented by **Adv. M S Msibi** in his capacity as Chief Executive Officer, duly authorised thereto; and

1.1.2 The Limpopo Department of Transport and Community Safety acting for and on behalf of the Limpopo Provincial Government, herein represented by **Ms Hanli du Plessis** in her capacity as the Head of the Department and duly authorised thereto.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, the following expressions and words have the meaning assigned to them below and derivative expressions and words have a corresponding meaning, unless inconsistent with or otherwise indicated by the context–

- 2.1.1 **"Account"** means the bank account opened in the name of the RTMC to receive and manage all license renewal fee payments;
- 2.1.2 **"Act"** means the Road Traffic Management Corporation Act, 1999 (Act No. 20 of 1999);
- 2.1.3 **"Agreement"** means the contents of this Agreement together with the Annexures hereto;
- 2.1.3 **"Baseline Fees"** means the fees charged by the various provinces for the licensing of a motor vehicle;
- 2.1.4 **"Business Day"** means any day in the RSA which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holidays Act, 1994 and all references in






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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

this Agreement to days shall be deemed calendar days, unless specifically stipulated as being Business Days;

- 2.1.5 **"CEO"** means the Chief Executive Officer of the RTMC appointed in terms of the Act;
- 2.1.6 **"COVID -19"**, means the Novel Coronavirus (2019 -nCov) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global pandemic by the WHO during the year 2020 that has previously not been scientifically identified in humans;
- 2.1.7 **"Confidential Information"** means all information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party's information, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party;
- 2.1.8 **"Disclosing Party"** means either of the Parties which discloses Confidential Information to the other of the Parties;
- 2.1.9 **"Effective Date"** means, notwithstanding the date of signature of this Agreement by the Party signing last in time.
- 2.1.10 **"Head of Department"** means the public servant who is the administrative head of the Department and the accounting officer in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 2.1.11 **"MEC"** means Member of the Executive Counsel;
- 2.1.12 **"Month"** means a calendar Month;
- 2.1.13 **"NaTIS"** means the computerised National Traffic Information System that is used as a register that supports the NRTA and Regulations;
- 2.1.14 **"NRTA"** means the National Road Traffic Act, 1996 (Act No 93 of 1996);
- 2.1.15 **" Province"** means the Party as fully described in clause 1.1.2;

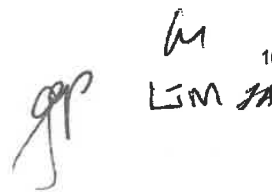
  
16 MAY 2020

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.1.16 **"Parties"** means RTMC and/or Mpumalanga as the context indicates, and "Party" shall mean either one of them as the context may indicate;
- 2.1.17 **"PFMA"** means the Public Finance Management Act, 1999 (Act No 1 of 1999);
- 2.1.18 **"Project Manager"** means the representatives of the Parties appointed by them in terms of clause 11 to fulfil the functions set out therein;
- 2.1.19 **"Project meetings"** means the Project meetings between the representatives of the Parties in terms of clause 11;
- 2.1.20 **"Receiving Party"** means either of the Parties which receives Confidential Information from the other of the Parties;
- 2.1.21 **"Regulations"** means the National Road Traffic Regulations, 2000;
- 2.1.22 **"RTMC"** means the Party as more fully described in clause 1.1.1;
- 2.1.23 **"Services"** means the online motor vehicle license renewal services, which includes the collection and distribution of Licensing Renewal Fees, Penalties and Service Fees;
- 2.1.24 **"Service Fees"** means the percentage fee charged and payable to the RTMC by the Province;
- 2.1.25 **"Staff"** means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party;
- 2.1.26 **"Transaction Fees"** means the monies charged per online NaTIS service in terms of section 24(1)(a) of the Act.

2.2 Interpretation

- 2.2.1 In this Agreement unless the context indicates a contrary intention an expression which denotes –
- 2.2.1.1 any reference to the singular includes the plural and vice versa;
- 2.2.1.2 any reference to the natural person includes legal persons and vice

Handwritten signatures and initials, including a large signature on the left and initials 'LM JA' on the right.

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versa;

- 2.2.1.3 any reference to a gender includes the other genders;
- 2.2.2 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the definition and interpretation clause;
- 2.2.3 when any number of days are prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day;
- 2.2.4 where any provision contemplates a notice to be given, such notice shall, unless expressly provided otherwise, be made in writing;
- 2.2.5 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.6 any word or expression used in this Agreement which is defined in the Act shall bear the same meaning in this Agreement as assigned to it by the Act;
- 2.2.7 if any provision of this Agreement is in any way inconsistent with the provisions of the PFMA, or the Act, the provisions of the PFMA, or the Act shall prevail, and this Agreement shall be read in all respect subject thereto.

3. PURPOSE OF AGREEMENT

- 3.1 The purpose of this Agreement is to: -
- 3.1.1 formalise the relationship between the RTMC and Province pursuant to the provisions of the PFMA;
- 3.1.2 establish the terms and conditions subject to which the RTMC will render the Services to the Province;
- 3.1.3 providing for the determination of and the payment of the Service Fee by the Province to the RTMC for rendering the the Services;
- 3.1.4 to establish the procedure by which the RTMC will receive all baseline fees payments

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

made by the public for the renewal of motor vehicle licenses and payment of such payments received to the Province.

4. APPOINTMENT

The Province hereby and subject to the provisions of this Agreement and any applicable legislation, appoints the RTMC to render the Services set - out in this Agreement and the RTMC hereby accepts such appointment.

5. DURATION

5.1 This Agreement shall commence on the Effective Date and shall subject to the provisions of clause 5.2, continue for a minimum period of 5 (five) years ("Termination Date") from the Effective Date.

5.2 With effect from the Termination date, this Agreement shall endure indefinitely subject to 5 (five) years written notice of termination given by either Party to the other.

6. SERVICES

6.1 The RTMC shall, unless specified otherwise:

6.1.1 on NaTIS, make available online license renewal functionality to be utilised by the public to renew motor vehicle license renewals;

6.1.2 subject to the provisions of the PFMA, open and manage the Account;

6.1.3 on a daily basis manage and monitor and control all online motor vehicle license renewals and receive all license renewal fee and if applicable, penalty payments deposited into the Account by-


6.1.3.1 printing the license disc;

6.1.3.2 reconciling each payment received; and

6.1.3.3 prepare a comprehensive and detailed monthly reconciliation report;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 6.1.3.4 transfer all reconciled transactions, subject to paragraph 8 hereunder, to the account identified by the Province, which transfer will be on or before the 21st of the month following the month of receipt.
- 6.2 **Problem and negative trend identification.** Should RTMC encounter any problem or identify any trend in the services, which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such matter to the Province. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem of this Agreement.
- 6.3 **Diligence, care and professionalism.** RTMC shall exercise all reasonable diligence, care and act in a professional manner in the execution of this Agreement and the provision of the Services and shall not do anything that would discredit, dishonour, reflect adversely on or injure the reputation of the Province.
- 6.4 RTMC shall immediately inform the Province if it appears, in the light of information that has come to hand, that the services require revision for whatsoever reason.
- 6.5 **Meetings.** RTMC shall attend all meetings including Steering Committee meeting aimed at monitoring the progress of the services as reasonably required by the Province.
- 6.6 RTMC shall promptly notify the Province of any information, received by RTMC, which in the opinion of RTMC is likely to be of interest, use or benefit to the Province in relation to the Services or this Agreement.
- 6.7 All reports and documentation to be provided by RTMC shall be signed off by RTMC Project Manager.
- 6.8 All reports and information provided by RTMC to the Province in terms of this Agreement shall contain accurate information so as to enable the Province to monitor the Service standards.
- 6.9 **Place of payment.** Payment for the Services shall be made by the RTMC to the Province by electronic transfer into the following banking account.



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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

Bank: ABSA;

Account Name: LPG: MPG TRANSPORT;

Account Number:409 435 1990;

Branch Code:632005

7. SERVICE FEE

7.1 The RTMC shall subject to the provisions of 8.2, be entitled to and paid a Service Fee of 8% by the Province of and for all baseline fees and penalties collected on behalf of the Province.

7.2 Collected fees and penalties shall not include Transaction Fees collected.

8. RELATIONSHIP BETWEEN THE PARTIES

8.1 This Agreement shall not constitute, or be deemed to constitute, a partnership between the Parties and neither Party shall have any right, authority or power to bind the other, or incur any liability on behalf of the other or to pledge the credit of the other Party.

8.2 Nothing in this Agreement shall constitute, or be deemed to constitute, an employment contract between the Parties, or be deemed to constitute such a relationship.


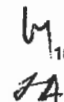
8.3 The Parties shall at all times have a duty of good faith in their dealings with one another.

9. GENERAL OBLIGATIONS OF THE PARTIES

The Parties shall co-operate with each other in good faith.

10. WARRANTIES AND REMEDIES

RTMC warrants that it is fully conversant with all relevant statutory requirements having

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

a direct or indirect bearing on this Agreement and that it shall comply with all laws and regulations of the Republic of South Africa, and in particular the PFMA.

11. CONTRACT MANAGEMENT

- 11.1 **Steering Committee.** Each Party shall appoint, in writing, after the Effective Date representatives and alternates to represent the Parties on the Steering Committee.
- 11.2 **Constitution of Steering Committee.** The Steering Committee shall comprise of 2 (two) representatives of each Party.
- 11.3 The chairperson of the Steering Committee shall be the RTMC's Project Manager, to present the Parties at a Steering Committee meeting.
- 11.4 Any appointment, removal or replacement of representatives by a Party shall be by notice to the other Party and shall be effective as soon as such notice is received by the other Party.
- 11.5 The Steering Committee may from time to time co-opt additional persons to sit on the Steering Committee, whether in a voting or monitoring capacity.
- 11.6 **Functions.** The functions of the Steering Committee shall be—
- 11.6.1 continually review the management information requirements of the Steering Committee and agree on any variations in such functions to provide a means for the joint review of issues relating to all day-to-day aspects with regard to the Services;
 - 11.6.2 to provide a forum for joint strategic discussion, and possible variations of the Services to be performed by RTMC;
 - 11.6.3 in certain circumstances, pursuant to the Dispute Resolution, to provide a means of resolving disputes or disagreements between the Parties;
 - 11.6.4 to review and discuss any other issues with regard to the Services;
 - 11.6.5 where any specific action or consent is required by either Party in terms of this Agreement;



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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 11.6.6 report to each other for the duration of this Agreement and shall ensure that any unacceptable performance by a Party of its obligations in terms of this Agreement is brought to the attention of the Steering Committee timeously to enable the RTMC to take suitable corrective action.
- 11.7 **Status of Decisions.** No decision of the Steering Committee's meetings shall have the effect of amending the terms of this Agreement.
- 11.8 **Minutes of Meetings.** All meetings between the Parties shall be recorded and signed by a member of the Parties representing each of the Parties on the Steering Committee and the minutes so kept shall be circulated to the members of the Steering Committee within 7 (seven) days of each meeting.
- 11.9 As soon as possible after the Effective Date, each Party shall appoint a Project Manager and notify the other Party of such appointment.
- 11.10 **Authority.** Each Party shall ensure that their Project Manager will have the necessary skill, expertise and experience to carry out such responsibility. Unless otherwise specifically provided in this Agreement or agreed to in writing by a Party, such Party's Project Manager shall not be entitled to make any operational decisions concerning the provision of the Services and shall not be authorised to bind or commit it to any amendments to this Agreement.
- 11.11 Either Party shall be entitled at any time to terminate the appointment of its Project Manager by notice to the other Party or to appoint any other person as Project Manager and such termination shall take effect in terms of such notice.
- 11.12 All communications concerning the management of this Agreement shall, unless otherwise agreed to between the Parties, take place between the Parties' respective Project Managers.

12. FINANCIAL ARRANGEMENTS



Except for the payment of the Service Fee by the Province to the RTMC each Party shall bear its own costs in the fulfilment of its obligations in terms of this Agreement.


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13. FORCE MAJEURE

- 13.1 **Force majeure event.** *Force majeure* shall mean any material event beyond the control of either Party whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement and which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including but not limited to fire, explosion, war, revolution, riot, insurrection, protest and/or boycott action, floods, storms and other natural disturbances, perils of the sea, breakdown of machinery and equipment (not avoidable by proper maintenance and planning), and/or Act of God and which causes material and unavoidable damage to property, material delays or interruptions.
- 13.2 **Notify of force majeure event.** The Party prevented from fulfilling its obligations in terms of this Agreement shall on becoming aware of such *force majeure* event promptly notify the other Party of such *force majeure* event and when such an event of *force majeure* has ceased.
- 13.3 **No liability for force majeure.** Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if and to the extent that performance of such obligation is prevented by any circumstances of *force majeure*, which arise after the Effective Date.
- 13.4 **Endeavour to continue obligations.** Upon the occurrence of any *force majeure* event the Parties shall endeavour to continue to perform its obligations under this Agreement so far as reasonably possible. The Party shall notify the other of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by the *force majeure* event and shall not take such steps unless directed by the other to do so.
- 13.5 If the *force majeure* event continues for a period of 90 ((ninety) days, the Parties shall promptly consult with the view to reaching a mutually satisfactory resolution to the change in circumstances. In the event that the Parties do not reach a mutually satisfactory resolution either Party may terminate this Agreement.

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- 13.6 **Failure to notify *force majeure* event.** If a Party fails to inform the other Party of the *force majeure* event concerned as set out in this clause 16 then such Party shall thereafter not be entitled to refer to or rely on such *force majeure* event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *force majeure* event is known by both Parties or the Party is unable to inform the other Party due to the *force majeure* event.
- 13.7 The a foregoing provisions of this clause 16 shall not excuse or release the Party claiming *force majeure* from obligations due or performable, or compliance required, under this Agreement prior to the *force majeure* event nor failures, delays in performance or obligations not effected by the event of *force majeure*, except to the extent that same cannot be performed.
- 14. AUDIT ACCESS AND OPEN BOOK**
- 14.1 RTMC shall keep and operate a proper and efficient accounting and Procurement management system to reflect truly and fairly, in conformity with the PFMA and generally accepted accounting practices.
- 14.2 RTMC shall, in order to enable the Province to determine whether the provisions of this Agreement have been complied with provide the Province with such information as it may reasonably require.
- 15. CONFIDENTIAL INFORMATION**
- 15.1 **Confidentiality obligation.** Each Party ("the Receiving Party") must treat and hold as confidential all information which they may receive from the other Disclosing Party or which becomes known to them concerning the Disclosing Party during the duration of this Agreement.
- 15.2 **Nature of the Confidential Information.** The Confidential Information of the Disclosing Party shall, without limitation, include—



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- 15.2.1 all software and associated material and documentation, including information contained therein;
- 15.2.2 all information relating to –
- 15.2.2.1 the Disclosing Party's past, present and future research and development;
 - 15.2.2.2 the Disclosing Party's business activities, service providers and such service providers confidential information;
 - 15.2.2.3 the terms and conditions of this Agreement; and
 - 15.2.2.4 the Procurement Process to appoint service providers for Mpumalanga's Database.
- 15.3 The Parties shall, except as permitted by this Agreement, not disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and in the event of the Confidential Information relating to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party.
- 15.4 **Receiving Party's obligations with regard to Confidential Information.** The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its Confidential Information –
- 15.4.1 it will only make the Confidential Information available to those of its Staff who are actively involved in the execution of this Agreement;
 - 15.4.2 subject to the right to make the Confidential Information available to their Project Managers and the Steering Committee above, they will not at any time, whether during this Agreement or thereafter, either use any Confidential Information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties.


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- 15.5 **Information not deemed Confidential Information.** The foregoing obligations shall not apply to any information which -
- 15.5.1 is lawfully in the public domain at the time of disclosure;
 - 15.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
 - 15.5.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or
 - 15.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 15.6 **Severability.** The provisions of this clause 16 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force and effect for a period of 5 (five) years after the date of termination.
- 16. DISPUTE SETTLEMENT BETWEEN THE PARTIES**
- 16.1 If any dispute or difference of any kind, in connection with or arising out of this Agreement arises between the RTMC and the Province, the Parties shall make every effort to resolve the dispute amicably by consultation. The Project Managers shall discuss the dispute and attempt to resolve the dispute without the necessity of any formal proceedings.
- 16.2 If the dispute is not capable of being settled between the Project Managers amicably, such dispute shall be elevated to the Steering Committee.
- 16.3 Should the Steering Committee fail to resolve the dispute, either the RTMC or the Province, may refer the dispute to the Head of the Department and the CEO or their duly authorised employees, who shall convene a meeting within thirty (30) days of the dispute having referred to them, to resolve the dispute.
- 16.4 Should the dispute remain unresolved for a period of 30 (thirty) days after being so referred, either Party may declare such dispute a formal intergovernmental dispute



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by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, Act No 13 of 2005.

- 16.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.
- 16.6 Notwithstanding the provisions of this clause, any Party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this Agreement in the High Court of South Africa having jurisdiction over the Parties.
- 16.7 Notwithstanding any dispute and/or court proceedings herein the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

17 BREACH

- 17.1 Should either Party fail to comply with any provision of this Agreement the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of thirty (30) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have –
- 17.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- 17.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party.

18 NOTICES AND DOMICILIUM

- 18.1 The Parties choose as their *domicilium citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clause below, at which addresses all processes and notices arising out of or in connection



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with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

18.1.1 RTMC:

349 Witchhazel Avenue, Block F Eco Origins, Highveld Ext 0079.

18.1.2 Province:

37, 39 Church Street & 40 Paul Kruger Street, Private Bag x 9491, Polokwane 0700
or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

18.2 Any written notices required in terms of clause 19.1 shall only be satisfied if such notice is given in a written, paper-based form.

18.3 Any notice given in terms of this Agreement shall be in writing and shall, unless proved otherwise -

18.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; or

18.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting.

18.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such Party.

19. CESSON AND DELEGATION AND SUB-CONTRACTING

Neither Party shall be entitled to cede, delegate or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.



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20. WHOLE AGREEMENT AND NON-VARIATION

- 20.1 This Agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and the Parties shall not be bound by any terms, conditions or representations whether written, oral or by conduct and whether express or tacit not recorded herein.
- 20.2 No addition to, variation, consensual cancellation or novation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by both Parties or by their duly authorised by both Parties or by their duly authorised representatives.

21. WAIVER

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22. SEVERABILITY

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful, or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to enter into negotiations to resolve the invalidity.

23. SIGNING AUTHORITY

The Parties warrant and represent that a duly authorised representative of that Party



16 MAY 2020

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

executes this Agreement.

SIGNED AND EXECUTED at RTMC (FFH GR) and in the presence of the undersigned

witnesses on this 26 day of August 2020.

AS WITNESSES:

1. M.P. Juma 

2. Ngweni N S Mnguni  for RTMC

SIGNED AND EXECUTED at Polokwane and in the presence of the undersigned

witnesses on this 20th day of August 2020

AS WITNESSES:

1. M. M. M. M. 

M. M. M. M. 

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

for the Province



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16 MAY 2020
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DEPARTMENT OF TRANSPORT

NOTICE 979 OF 2022

ROAD TRAFFIC MANAGEMENT CORPORATION ACT

NOTICE OF AGREEMENT BETWEEN CHIEF EXECUTIVE OFFICER OF ROAD
TRAFFIC MANAGEMENT CORPORATION AND VARIOUS PROVINCES

The Road Traffic Management Corporation hereby and in terms of Section 31(2) of Road Traffic Management Act, 1999 (Act No. 20 of 1999), gives Notice that the Chief Executive Officer of the Road Traffic Management Corporation has entered into agreements in the Schedule hereto with the respective Provincial Departments to perform the functions as stipulated in the agreement, functions so allocated to the Members of the Executive Council in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996), or any other law relating to road traffic, on behalf of the Members of the Executive Council.



Adv. MS Msibi
Chief Executive Officer
Date: 6/04/22



Road Traffic
Management Corporation

ONLINE SERVICES MEMORANDUM OF UNDERSTANDING

entered into by and between

THE ROAD TRAFFIC MANAGEMENT CORPORATION

and

**MPUMALANGA DEPARTMENT OF COMMUNITY SAFETY,
SECURITY AND LIAISON**

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

PREAMBLE

WHEREAS, the Province is responsible for the testing, registration and licensing of motor vehicles in terms of the National Road Traffic Act (NRTA) and Regulations and Section 4 of the NRTA provides that the registration and licensing system of motor vehicles for each province shall be as prescribed and the Member of the Executive Council (MEC), as per the provisions of the NRTA, may prescribe baseline fees and penalties payable to the Province when a motor vehicle license is renewed;

WHEREAS Regulation 25A(1) of the Regulations provides that if a MEC concerned deems it expedient, he or she may allow for the licensing of a motor vehicle by the owner thereof through a bank's Automatic Teller Machine (ATM) or other form of electronic means;

WHEREAS the Road Traffic Management Corporation (RTMC), as the owner of the National Traffic Information System (NaTIS), has developed certain online functionalities, which functionalities includes amongst others the issuance and delivery of a motor vehicle licence disc issued online, online registration of a motor vehicle by the title holder, online notification of change of ownership by the current title holder, online booking for a learner's or driving licence test and online booking for the renewal and delivery of credit card format driving licence;

WHEREAS the COVID-19 outbreak of the pandemic led to the declaration of the lockdown and Risk Adjusted Strategy regulating and minimising movement and simultaneously promoting E-commerce platforms, with Health and Safety Protocols.

WHEREAS the Province desires the RTMC to render online motor vehicle license renewal services and collect, subject to the provisions of this Agreement, all motor vehicle license fee renewal payments and if applicable penalties, made by Motor Vehicle Owners when utilising the RTMC online services.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

NOW THEREFORE THE PARTIES agree as follows –

1. PARTIES

1.1 The Parties to this Agreement are–

1.1.1 The Road Traffic Management Corporation, a statutory entity, established in terms of the Act and listed as a Schedule 3A public entity in terms of the PFMA, herein represented by Adv. M S Msibi in his capacity as Chief Executive Officer, duly authorised thereto; and

1.1.2 The Mpumalanga Department of Community Safety, Security and Liaison acting for and on behalf of the Mpumalanga Provincial Government, herein represented by GODFREY SIBUSSO NTOMBELA in his/her capacity as ACTING H.O.D. and duly authorised thereto.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, the following expressions and words have the meaning assigned to them below and derivative expressions and words have a corresponding meaning, unless inconsistent with or otherwise indicated by the context–

- 2.1.1 "Account" means the bank account opened in the name of the RTMC to receive and manage all license renewal fee payments;
- 2.1.2 "Act" means the means the Road Traffic Management Corporation Act, 1999 (Act No. 20 of 1999);
- 2.1.3 "Agreement" means the contents of this Agreement together with the Annexures hereto;
- 2.1.3 "Baseline Fees" means the fees charged by the various provinces for the licensing of a motor vehicle;
- 2.1.4 "Business Day" means any day in the RSA which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holidays Act, 1994 and all references in

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

this Agreement to days shall be deemed calendar days, unless specifically stipulated as being Business Days;

- 2.1.5 **"CEO"** means the Chief Executive Officer of the RTMC appointed in terms of the Act;
- 2.1.6 **"COVID -19"**, means the Novel Coronavirus (2019 -nCov) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global pandemic by the WHO during the year 2020 that has previously not been scientifically identified in humans;
- 2.1.7 **"Confidential Information"** means all information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party's information, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party;
- 2.1.8 **"Disclosing Party"** means either of the Parties which discloses Confidential Information to the other of the Parties;
- 2.1.9 **"Effective Date"** means, notwithstanding the date of signature of this Agreement by the Party signing.
- 2.1.10 **"Head of Department"** means the public servant who is the administrative head of the Department and the accounting officer in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 2.1.11 **"MEC"** means Member of the Executive Counsel;
- 2.1.12 **"Month"** means a calendar Month;
- 2.1.13 **"NaTIS"** means the computerised National Traffic Information System that is used as a register that supports the NRTA and Regulations;
- 2.1.14 **"NRTA"** means the National Road Traffic Act, 1996 (Act No 93 of 1996);
- 2.1.15 **"Province"** means the Party as fully described in clause 1.1.2;

Handwritten signatures and initials in black ink, including a large 'M' and several other scribbles.

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.1.16 "Parties" means RTMC and/or Mpumalanga as the context indicates, and "Party" shall mean either one of them as the context may indicate;
- 2.1.17 "PFMA" means the Public Finance Management Act, 1999 (Act No 1 of 1999);
- 2.1.18 "Project Manager" means the representatives of the Parties appointed by them in terms of clause 11 to fulfil the functions set out therein;
- 2.1.19 "Project meetings" means the Project meetings between the representatives of the Parties in terms of clause 11;
- 2.1.20 "Receiving Party" means either of the Parties which receives Confidential Information from the other of the Parties;
- 2.1.21 "Regulations" means the National Road Traffic Regulations, 2000;
- 2.1.22 "RTMC" means the Party as more fully described in clause 1.1.1;
- 2.1.23 "Services" means the online motor vehicle license renewal services, which includes the collection and distribution of Licensing Renewal Fees, Penalties and Service Fees;
- 2.1.24 "Service Fees" means the percentage fee charged and payable to the RTMC by the Province;
- 2.1.25 "Staff" means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party;
- 2.1.26 "Transaction Fees" means the monies charged per online NaTIS service in terms of section 24(1)(a) of the Act.

2.2 Interpretation

- 2.2.1 In this Agreement unless the context indicates a contrary intention an expression which denotes –
- 2.2.1.1 any reference to the singular includes the plural and vice versa;
- 2.2.1.2 any reference to the natural person includes legal persons and vice versa

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

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- 2.2.1.3 any reference to a gender includes the other genders;
- 2.2.2 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the definition and interpretation clause;
- 2.2.3 when any number of days are prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day;
- 2.2.4 where any provision contemplates a notice to be given, such notice shall, unless expressly provided otherwise, be made in writing;
- 2.2.5 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.6 any word or expression used in this Agreement which is defined in the Act shall bear the same meaning in this Agreement as assigned to it by the Act;
- 2.2.7 if any provision of this Agreement is in any way inconsistent with the provisions of the PFMA, or the Act, the provisions of the PFMA, or the Act shall prevail, and this Agreement shall be read in all respect subject thereto.

3. PURPOSE OF AGREEMENT

- 3.1 The purpose of this Agreement is to: -
- 3.1.1 formalise the relationship between the RTMC and Province pursuant to the provisions of the PFMA;
- 3.1.2 establish the terms and conditions subject to which the RTMC will render the Services to the Province;
- 3.1.3 providing for the determination of and the payment of the Service Fee by the Province to the RTMC for rendering the the Services;
- 3.1.4 to establish the procedure by which the RTMC will receive all baseline fees payments

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

made by the public for the renewal of motor vehicle licenses and payment of such payments received to the Province.

4. APPOINTMENT

The Province hereby and subject to the provisions of this Agreement and any applicable legislation, appoints the RTMC to render the Services set - out in this Agreement and the RTMC hereby accepts such appointment.

5. DURATION

- 5.1 This Agreement shall commence on the Effective Date and shall subject to the provisions of clause 5.2, continue for a minimum period of 5 (five) years ("Termination Date") from the Effective Date.
- 5.2 With effect from the Termination date, this Agreement shall endure indefinitely subject to 5 (five) years written notice of termination given by either Party to the other.

6. SERVICES

- 6.1 The RTMC shall, unless specified otherwise:
- 6.1.1 on NaTIS, make available online license renewal functionality to be utilised by the public to renew motor vehicle license renewals;
- 6.1.2 subject to the provisions of the PFMA, open and manage the Account;
- 6.1.3 on a daily basis manage and monitor and control all online motor vehicle license renewals and receive all license renewal fee and if applicable, penalty payments deposited into the Account by-
- 6.1.3.1 printing the license disc;
- 6.1.3.2 reconciling each payment received; and
- 6.1.3.3 prepare a comprehensive and detailed monthly reconciliation report;

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 6.1.3.4 transfer all reconciled transactions, subject to paragraph 8 hereunder, to the account identified by the Province, which transfer will be on or before the 21st of the month following the month of receipt.
- 6.2 **Problem and negative trend identification.** Should RTMC encounter any problem or identify any trend in the services, which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such matter to the Province. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem of this Agreement.
- 6.3 **Diligence, care and professionalism.** RTMC shall exercise all reasonable diligence, care and act in a professional manner in the execution of this Agreement and the provision of the Services and shall not do anything that would discredit, dishonour, reflect adversely on or injure the reputation of the Province.
- 6.4 RTMC shall immediately inform the Province if it appears, in the light of information that has come to hand, that the services require revision for whatsoever reason.
- 6.5 **Meetings.** RTMC shall attend all meetings including Steering Committee meeting aimed at monitoring the progress of the services as reasonably required by the Province.
- 6.6 RTMC shall promptly notify the Province of any information, received by RTMC, which in the opinion of RTMC is likely to be of interest, use or benefit to the Province in relation to the Services or this Agreement.
- 6.7 All reports and documentation to be provided by RTMC shall be signed off by RTMC Project Manager.
- 6.8 All reports and information provided by RTMC to the Province in terms of this Agreement shall contain accurate information so as to enable the Province to monitor the Service standards.
- 6.9 **Place of payment.** Payment for the Services shall be made by the RTMC to the Province by electronic transfer into the following banking account.

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES**Bank: ABSA****Account Name: MPUMALANGA PROVINCE****Account Number: 4103276566****Branch Code: 632005****7. SERVICE FEE**

- 7.1 The RTMC shall subject to the provisions of 8.2, be entitled to and paid a Service Fee of 8% by the Province of and for all baseline fees and penalties collected on behalf of the Province.
- 7.2 Collected fees and penalties shall not include Transaction Fees collected.

8. RELATIONSHIP BETWEEN THE PARTIES

- 8.1 This Agreement shall not constitute, or be deemed to constitute, a partnership between the Parties and neither Party shall have any right, authority or power to bind the other, or incur any liability on behalf of the other or to pledge the credit of the other Party.
- 8.2 Nothing in this Agreement shall constitute, or be deemed to constitute, an employment contract between the Parties, or be deemed to constitute such a relationship.
- 8.3 The Parties shall at all times have a duty of good faith in their dealings with one another.

9. GENERAL OBLIGATIONS OF THE PARTIES

The Parties shall co-operate with each other in good faith.

10. WARRANTIES AND REMEDIES

RTMC warrants that it is fully conversant with all relevant statutory requirements having

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

a direct or indirect bearing on this Agreement and that it shall comply with all laws and regulations of the Republic of South Africa, and in particular the PFMA.

11. CONTRACT MANAGEMENT

- 11.1 **Steering Committee.** Each Party shall appoint, in writing, after the Effective Date representatives and alternates to represent the Parties on the Steering Committee.
- 11.2 **Constitution of Steering Committee.** The Steering Committee shall comprise of 2 (two) representatives of each Party.
- 11.3 The chairperson of the Steering Committee shall be the RTMC's Project Manager, to present the Parties at a Steering Committee meeting.
- 11.4 Any appointment, removal or replacement of representatives by a Party shall be by notice to the other Party and shall be effective as soon as such notice is received by the other Party.
- 11.5 The Steering Committee may from time to time co-opt additional persons to sit on the Steering Committee, whether in a voting or monitoring capacity.
- 11.6 **Functions.** The functions of the Steering Committee shall be—
- 11.6.1 continually review the management information requirements of the Steering Committee and agree on any variations in such functions to provide a means for the joint review of issues relating to all day-to-day aspects with regard to the Services;
 - 11.6.2 to provide a forum for joint strategic discussion, and possible variations of the Services to be performed by RTMC;
 - 11.6.3 in certain circumstances, pursuant to the Dispute Resolution, to provide a means of resolving disputes or disagreements between the Parties;
 - 11.6.4 to review and discuss any other issues with regard to the Services;
 - 11.6.5 where any specific action or consent is required by either Party in terms of this Agreement;

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 11.6.6 report to each other for the duration of this Agreement and shall ensure that any unacceptable performance by a Party of its obligations in terms of this Agreement is brought to the attention of the Steering Committee timeously to enable the RTMC to take suitable corrective action.
- 11.7 **Status of Decisions.** No decision of the Steering Committee's meetings shall have the effect of amending the terms of this Agreement.
- 11.8 **Minutes of Meetings.** All meetings between the Parties shall be recorded and signed by a member of the Parties representing each of the Parties on the Steering Committee and the minutes so kept shall be circulated to the members of the Steering Committee within 7 (seven) days of each meeting.
- 11.9 As soon as possible after the Effective Date, each Party shall appoint a Project Manager and notify the other Party of such appointment.
- 11.10 **Authority.** Each Party shall ensure that their Project Manager will have the necessary skill, expertise and experience to carry out such responsibility. Unless otherwise specifically provided in this Agreement or agreed to in writing by a Party, such Party's Project Manager shall not be entitled to make any operational decisions concerning the provision of the Services and shall not be authorised to bind or commit it to any amendments to this Agreement.
- 11.11 Either Party shall be entitled at any time to terminate the appointment of its Project Manager by notice to the other Party or to appoint any other person as Project Manager and such termination shall take effect in terms of such notice.
- 11.12 All communications concerning the management of this Agreement shall, unless otherwise agreed to between the Parties, take place between the Parties' respective Project Managers.

12. FINANCIAL ARRANGEMENTS

Except for the payment of the Service Fee by the Province to the RTMC each Party shall bear its own costs in the fulfilment of its obligations in terms of this Agreement.

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

13. FORCE MAJEURE

- 13.1 **Force majeure event.** *Force majeure* shall mean any material event beyond the control of either Party whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement and which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including but not limited to fire, explosion, war, revolution, riot, insurrection, protest and/or boycott action, floods, storms and other natural disturbances, perils of the sea, breakdown of machinery and equipment (not avoidable by proper maintenance and planning), and/or Act of God and which causes material and unavoidable damage to property, material delays or interruptions.
- 13.2 **Notify of force majeure event.** The Party prevented from fulfilling its obligations in terms of this Agreement shall on becoming aware of such *force majeure* event promptly notify the other Party of such *force majeure* event and when such an event of *force majeure* has ceased.
- 13.3 **No liability for force majeure.** Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if and to the extent that performance of such obligation is prevented by any circumstances of *force majeure*, which arise after the Effective Date.
- 13.4 **Endeavour to continue obligations.** Upon the occurrence of any *force majeure* event the Parties shall endeavour to continue to perform its obligations under this Agreement so far as reasonably possible. The Party shall notify the other of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by the *force majeure* event and shall not take such steps unless directed by the other to do so.
- 13.5 If the *force majeure* event continues for a period of 90 ((ninety) days, the Parties shall promptly consult with the view to reaching a mutually satisfactory resolution to the change in circumstances. In the event that the Parties do not reach a mutually satisfactory resolution either Party may terminate this Agreement.

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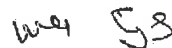
AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 13.6 **Failure to notify *force majeure* event.** If a Party fails to inform the other Party of the *force majeure* event concerned as set out in this clause 16 then such Party shall thereafter not be entitled to refer to or rely on such *force majeure* event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *force majeure* event is known by both Parties or the Party is unable to inform the other Party due to the *force majeure* event.
- 13.7 The foregoing provisions of this clause 16 shall not excuse or release the Party claiming *force majeure* from obligations due or performable, or compliance required, under this Agreement prior to the *force majeure* event nor failures, delays in performance or obligations not effected by the event of *force majeure*, except to the extent the same cannot be performed.
- 14. AUDIT ACCESS AND OPEN BOOK**
- 14.1 RTMC shall keep and operate a proper and efficient accounting and Procurement management system to reflect truly and fairly, in conformity with the PFMA and generally accepted accounting practices.
- 14.2 RTMC shall, in order to enable the Province to determine whether the provisions of this Agreement have been complied with provide the Province with such information as it may reasonably require.
- 15. CONFIDENTIAL INFORMATION**
- 15.1 **Confidentiality obligation.** Each Party ("the Receiving Party") must treat and hold as confidential all information which they may receive from the other Disclosing Party or which becomes known to them concerning the Disclosing Party during the duration of this Agreement.
- 15.2 **Nature of the Confidential Information.** The Confidential Information of the Disclosing Party shall, without limitation, include–

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 15.2.1 all software and associated material and documentation, including information contained therein;
- 15.2.2 all information relating to –
- 15.2.2.1 the Disclosing Party's past, present and future research and development;
 - 15.2.2.2 the Disclosing Party's business activities, service providers and such service providers confidential information;
 - 15.2.2.3 the terms and conditions of this Agreement; and
 - 15.2.2.4 the Procumbent Process to appoint service providers for Mpumalanga's Database.
- 15.3 The Parties shall, except as permitted by this Agreement, not disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and in the event of the Confidential Information relating to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party.
- 15.4 **Receiving Party's obligations with regard to Confidential Information.** The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its Confidential Information –
- 15.4.1 it will only make the Confidential Information available to those of its Staff who are actively involved in the execution of this Agreement;
 - 15.4.2 subject to the right to make the Confidential Information available to their Project Managers and the Steering Committee above, they will not at any time, whether during this Agreement or thereafter, either use any Confidential Information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties.



AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 15.5 **Information not deemed Confidential Information.** The foregoing obligations shall not apply to any information which -
- 15.5.1 is lawfully in the public domain at the time of disclosure;
- 15.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
- 15.5.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or
- 15.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 15.6 **Severability.** The provisions of this clause 16 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force and effect for a period of 5 (five) years after the date of termination.

16. DISPUTE SETTLEMENT BETWEEN THE PARTIES

- 16.1 If any dispute or difference of any kind, in connection with or arising out of this Agreement arises between the RTMC and the Province, the Parties shall make every effort to resolve the dispute amicably by consultation. The Project Managers shall discuss the dispute and attempt to resolve the dispute without the necessity of any formal proceedings.
- 16.2 If the dispute is not capable of being settled between the Project Managers amicably, such dispute shall be elevated to the Steering Committee.
- 16.3 Should the Steering Committee fail to resolve the dispute, either the RTMC or the Province, may refer the dispute to the Head of the Department and the CEO or their duly authorised employees, who shall convene a meeting within thirty (30) days of the dispute having referred to them, to resolve the dispute.
- 16.4 Should the dispute remain unresolved for a period of 30 (thirty) days after being so referred, either Party may declare such dispute a formal intergovernmental dispute

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, Act No 13 of 2005.

- 16.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.
- 16.6 Notwithstanding the provisions of this clause, any Party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this Agreement in the High Court of South Africa having jurisdiction over the Parties.
- 16.7 Notwithstanding any dispute and/or court proceedings herein the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

17 BREACH

- 17.1 Should either Party fail to comply with any provision of this Agreement the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of thirty (30) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have –
- 17.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- 17.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party.

18 NOTICES AND DOMICILIUM

- 18.1 The Parties choose as their *domicilium citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clause below, at which addresses all processes and notices arising out of or in connection

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

18.1.1 RTMC:

349 Witch hazel Avenue, Block F Eco Origins, Highveld Ext 0079.

18.1.2 Province:

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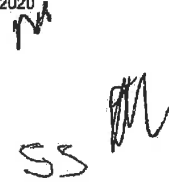
or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

- 18.2 Any written notices required in terms of clause 19.1 shall only be satisfied if such notice is given in a written, paper-based form.
- 18.3 Any notice given in terms of this Agreement shall be in writing and shall, unless proved otherwise -
- 18.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; or
- 18.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting.
- 18.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such Party.

19. CESION AND DELEGATION AND SUB-CONTRACTING

Neither Party shall be entitled to cede, delegate or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

20. WHOLE AGREEMENT AND NON-VARIATION

- 20.1 This Agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and the Parties shall not be bound by any terms, conditions or representations whether written, oral or by conduct and whether express or tacit not recorded herein.
- 20.2 No addition to, variation, consensual cancellation or novation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by both Parties or by their duly authorised by both Parties or by their duly authorised representatives.

21. WAIVER

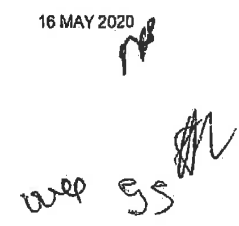
No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22. SEVERABILITY

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful, or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to enter into negotiations to resolve the invalidity.

23. SIGNING AUTHORITY

The Parties warrant and represent that a duly authorised representative of that Party

Handwritten signatures and initials in black ink, including a large signature and the initials 'WEP' and 'ES'.


AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

executes this Agreement.


SIGNED AND EXECUTED at CENTURION and in the presence of the undersigned

witnesses on this 31 day of January 2022

AS WITNESSES:

1. 





for RTMC

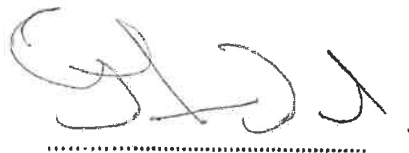
SIGNED AND EXECUTED at Mbambela and in the presence of the undersigned

witnesses on this 25 day of January 2022

AS WITNESSES:

1. 

2.



HDD for the Province

DEPARTMENT OF TRANSPORT

NOTICE 980 OF 2022

ROAD TRAFFIC MANAGEMENT CORPORATION ACT

NOTICE OF AGREEMENT BETWEEN CHIEF EXECUTIVE OFFICER OF ROAD
TRAFFIC MANAGEMENT CORPORATION AND VARIOUS PROVINCES

The Road Traffic Management Corporation hereby and in terms of Section 31(2) of Road Traffic Management Act, 1999 (Act No. 20 of 1999), gives Notice that the Chief Executive Officer of the Road Traffic Management Corporation has entered into agreements in the Schedule hereto with the respective Provincial Departments to perform the functions as stipulated in the agreement, functions so allocated to the Members of the Executive Council in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996), or any other law relating to road traffic, on behalf of the Members of the Executive Council.



Adv. MS Msibi
Chief Executive Officer
Date: 6/04/22



Road Traffic
Management Corporation

ONLINE SERVICES MEMORANDUM OF UNDERSTANDING

entered into by and between

THE ROAD TRAFFIC MANAGEMENT CORPORATION

and

FREE STATE DEPARTMENT OF POLICE, ROADS AND TRANSPORT

Handwritten initials or signature

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

PREAMBLE

WHEREAS, the Province is responsible for the testing, registration and licensing of motor vehicles in terms of the National Road Traffic Act (NRTA) and Regulations and Section 4 of the NRTA provides that the registration and licensing system of motor vehicles for each province shall be as prescribed and the Member of the Executive Council (MEC), as per the provisions of the NRTA, may prescribe baseline fees and penalties payable to the Province when a motor vehicle license is renewed;

WHEREAS Regulation 25A(1) of the Regulations provides that if a MEC concerned deems it expedient, he or she may allow for the licensing of a motor vehicle by the owner thereof through a bank's Automatic Teller Machine (ATM) or other form of electronic means;

WHEREAS the Road Traffic Management Corporation (RTMC), as the owner of the National Traffic Information System (NaTIS), has developed certain online functionalities, which functionalities includes amongst others the issuance and delivery of a motor vehicle licence disc issued online, online registration of a motor vehicle by the title holder, online notification of change of ownership by the current title holder, online booking for a learner's or driving licence test and online booking for the renewal and delivery of credit card format driving licence;

WHEREAS the COVID-19 outbreak of the pandemic led to the declaration of the lockdown and Risk Adjusted Strategy regulating and minimising movement and simultaneously promoting E-commerce platforms, with Health and Safety Protocols.

WHEREAS the Province desires the RTMC to render online motor vehicle license renewal services and collect, subject to the provisions of this Agreement, all motor vehicle license fee renewal payments and if applicable penalties, made by Motor Vehicle Owners when utilising the RTMC online services.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

NOW THEREFORE THE PARTIES agree as follows –

1. PARTIES

- 1.1 The Parties to this Agreement are–
- 1.1.1 The Road Traffic Management Corporation, a statutory entity, established in terms of the Act and listed as a Schedule 3A public entity in terms of the PFMA, herein represented by Adv. M S Msibi in his capacity as Chief Executive Officer, duly authorised thereto; and
- 1.1.2 The Free State Department of Police, Roads and Transport acting for and on behalf of the Free State Provincial Government, herein represented by Ms Mosa Sebongile Tlali in her capacity as Acting Head of Department and duly authorised thereto.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, the following expressions and words have the meaning assigned to them below and derivative expressions and words have a corresponding meaning, unless inconsistent with or otherwise indicated by the context–

- 2.1.1 **"Account"** means the bank account opened in the name of the RTMC to receive and manage all license renewal fee payments;
- 2.1.2 **"Act"** means the means the Road Traffic Management Corporation Act, 1999 (Act No. 20 of 1999);
- 2.1.3 **"Agreement"** means the contents of this Agreement together with the Annexures hereto;
- 2.1.3 **"Baseline Fees"** means the fees charged by the various provinces for the licensing of a motor vehicle;
- 2.1.4 **"Business Day"** means any day in the RSA which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holidays Act, 1994 and all references in

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

this Agreement to days shall be deemed calendar days, unless specifically stipulated as being Business Days;

- 2.1.5 "CEO" means the Chief Executive Officer of the RTMC appointed in terms of the Act;
- 2.1.6 "COVID -19", means the Novel Coronavirus (2019 -nCov) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global pandemic by the WHO during the year 2020 that has previously not been scientifically identified in humans;
- 2.1.7 "Confidential Information" means all information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party's information, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party;
- 2.1.8 "Disclosing Party" means either of the Parties which discloses Confidential Information to the other of the Parties;
- 2.1.9 "Effective Date" means the date of the signature of this Agreement by the Party signing last in time
- 2.1.10 "Head of Department" means the public servant who is the administrative head of the Department and the accounting officer in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 2.1.11 "MEC" means Member of the Executive Counsel;
- 2.1.12 "Month" means a calendar Month;
- 2.1.13 "NaTIS" means the computerised National Traffic Information System that is used as a register that supports the NRTA and Regulations;
- 2.1.14 "NRTA" means the National Road Traffic Act, 1996 (Act No 93 of 1996);
- 2.1.15 "Parties" means RTMC and/or the Province as the context indicates, and "Party" shall mean either one of them as the context may indicate;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.1.16 **"PFMA"** means the Public Finance Management Act, 1999 (Act No 1 of 1999);
- 2.1.17 **"Project Manager"** means the representatives of the Parties appointed by them in terms of clause 11 to fulfil the functions set out therein;
- 2.1.18 **"Project meetings"** means the Project meetings between the representatives of the Parties in terms of clause 11;
- 2.1.19 **"Province"** means the Party as fully described in clause 1.1.2;
- 2.1.20 **"Receiving Party"** means either of the Parties which receives Confidential Information from the other of the Parties;
- 2.1.21 **"Regulations"** means the National Road Traffic Regulations, 2000;
- 2.1.22 **"RTMC"** means the Party as more fully described in clause 1.1.1;
- 2.1.23 **"Services"** means the online motor vehicle license renewal services, which includes the collection and distribution of Licensing Renewal Fees, Penalties and Service Fees;
- 2.1.24 **"Service Fees"** means the percentage fee charged and payable to the RTMC by the Province;
- 2.1.25 **"Staff"** means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party;
- 2.1.26 **"Transaction Fees"** means the monies charged per online NaTIS service in terms of section 24(1)(a) of the Act.

2.2 Interpretation

- 2.2.1 In this Agreement unless the context indicates a contrary intention an expression which denotes –
- 2.2.1.1 any reference to the singular includes the plural and vice versa;
- 2.2.1.2 any reference to the natural person includes legal persons and vice versa;



AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.2.1.3 any reference to a gender includes the other genders;
- 2.2.2 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the definition and interpretation clause;
- 2.2.3 when any number of days are prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day;
- 2.2.4 where any provision contemplates a notice to be given, such notice shall, unless expressly provided otherwise, be made in writing;
- 2.2.5 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.6 any word or expression used in this Agreement which is defined in the Act shall bear the same meaning in this Agreement as assigned to it by the Act;
- 2.2.7 if any provision of this Agreement is in any way inconsistent with the provisions of the PFMA, or the Act, the provisions of the PFMA, or the Act shall prevail, and this Agreement shall be read in all respect subject thereto.

3. PURPOSE OF AGREEMENT

- 3.1 The purpose of this Agreement is to: -
- 3.1.1 formalise the relationship between the RTMC and Province pursuant to the provisions of the PFMA;
- 3.1.2 establish the terms and conditions subject to which the RTMC will render the Services to the Province;
- 3.1.3 providing for the determination of and the payment of the Service Fee by the Province to the RTMC for rendering the Services;
- 3.1.4 to establish the procedure by which the RTMC will receive all baseline fees payments made by the public for the renewal of motor vehicle licenses and payment of such

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

payments received to the Province.

4. APPOINTMENT

The Province hereby and subject to the provisions of this Agreement and any applicable legislation, appoints the RTMC to render the Services set - out in this Agreement and the RTMC hereby accepts such appointment.

5. DURATION

- 5.1 This Agreement shall commence on the Effective Date and shall subject to the provisions of clause 5.2, continue for a minimum period of 5 (five) years ("Termination Date") from the Effective Date.
- 5.2 With effect from the Termination date, this Agreement shall be for the period of 5 (five) years and shall terminate by written notice given by either Party to the other by giving 60 calendar days.

6. SERVICES

- 6.1 The RTMC shall, unless specified otherwise:
- 6.1.1 on NaTIS, make available online license renewal functionality to be utilised by the public to renew motor vehicle license renewals;
- 6.1.2 subject to the provisions of the PFMA, open and manage the Account;
- 6.1.3 on a daily basis manage and monitor and control all online motor vehicle license renewals and receive all license renewal fee and if applicable, penalty payments deposited into the Account by-
- 6.1.3.1 printing the license disc;
- 6.1.3.2 reconciling each payment received; and
- 6.1.3.3 prepare a comprehensive and detailed monthly reconciliation report;

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 6.1.3.4 transfer all reconciled transactions, subject to paragraph 8 hereunder, to the account identified by the Province, which transfer will be on or before the 21st of the month following the month of receipt.
- 6.2 **Problem and negative trend identification.** Should RTMC encounter any problem or identify any trend in the services, which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such matter to the Province. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem of this Agreement.
- 6.3 **Diligence, care and professionalism.** RTMC shall exercise all reasonable diligence, care and act in a professional manner in the execution of this Agreement and the provision of the Services and shall not do anything that would discredit, dishonour, reflect adversely on or injure the reputation of the Province.
- 6.4 RTMC shall immediately inform the Province if it appears, in the light of information that has come to hand, that the services require revision for whatsoever reason.
- 6.5 **Meetings.** RTMC shall attend all meetings including Steering Committee meeting aimed at monitoring the progress of the services as reasonably required by the Province.
- 6.6 RTMC shall promptly notify the Province of any information, received by RTMC, which in the opinion of RTMC is likely to be of interest, use or benefit to the Province in relation to the Services or this Agreement.
- 6.7 All reports and documentation to be provided by RTMC shall be signed off by RTMC Project Manager.
- 6.8 All reports and information provided by RTMC to the Province in terms of this Agreement shall contain accurate information so as to enable the Province to monitor the Service standards.
- 6.9 **Place of payment.** Payment for the Services shall be made by the RTMC to the Province by electronic transfer into the following banking account.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

Bank: STANDARD BANK

Account Name: FSPG POLICE ROADS AND TRANSPORT

Account Number: 240321804000

Branch Code: 055534

7. SERVICE FEE

7.1 The RTMC shall subject to the provisions of 8.2, be entitled to and be paid a Service Fee of 8% by the Province of and for all baseline fees and penalties collected on behalf of the Province.

7.2 Collected fees and penalties shall not include Transaction Fees collected.

8. RELATIONSHIP BETWEEN THE PARTIES

8.1 This Agreement shall not constitute, or be deemed to constitute, a partnership between the Parties and neither Party shall have any right, authority or power to bind the other, or incur any liability on behalf of the other or to pledge the credit of the other Party.

8.2 Nothing in this Agreement shall constitute, or be deemed to constitute, an employment contract between the Parties, or be deemed to constitute such a relationship.

8.3 The Parties shall at all times have a duty of good faith in their dealings with one another.

9. GENERAL OBLIGATIONS OF THE PARTIES

The Parties shall co-operate with each other in good faith.

10. WARRANTIES AND REMEDIES

RTMC warrants that it is fully conversant with all relevant statutory requirements having

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

a direct or indirect bearing on this Agreement and that it shall comply with all laws and regulations of the Republic of South Africa, and in particular the PFMA.

11. CONTRACT MANAGEMENT

- 11.1 **Steering Committee.** Each Party shall appoint, in writing, after the Effective Date representatives and alternates to represent the Parties on the Steering Committee.
- 11.2 **Constitution of Steering Committee.** The Steering Committee shall comprise of 2 (two) representatives of each Party.
- 11.3 The chairperson of the Steering Committee shall be the RTMC's Project Manager, to represent the Parties at a Steering Committee meeting.
- 11.4 Any appointment, removal or replacement of representatives by a Party shall be by notice to the other Party and shall be effective as soon as such notice is received by the other Party.
- 11.5 The Steering Committee may from time to time co-opt additional persons to sit on the Steering Committee, whether in a voting or monitoring capacity.
- 11.6 **Functions.** The functions of the Steering Committee shall be—
- 11.6.1 continually review the management information requirements of the Steering Committee and agree on any variations in such functions to provide a means for the joint review of issues relating to all day-to-day aspects with regard to the Services;
 - 11.6.2 to provide a forum for joint strategic discussion, and possible variations of the Services to be performed by RTMC;
 - 11.6.3 in certain circumstances, pursuant to the Dispute Resolution, to provide a means of resolving disputes or disagreements between the Parties;
 - 11.6.4 to review and discuss any other issues with regard to the Services;
 - 11.6.5 where any specific action or consent is required by either Party in terms of this Agreement;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 11.6.6 report to each other for the duration of this Agreement and shall ensure that any unacceptable performance by a Party of its obligations in terms of this Agreement is brought to the attention of the Steering Committee timeously to enable the RTMC to take suitable corrective action.
- 11.7 **Status of Decisions.** No decision of the Steering Committee's meetings shall have the effect of amending the terms of this Agreement.
- 11.8 **Minutes of Meetings.** All meetings between the Parties shall be recorded and signed by a member of the Parties representing each of the Parties on the Steering Committee and the minutes so kept shall be circulated to the members of the Steering Committee within 7 (seven) days of each meeting.
- 11.9 As soon as possible after the Effective Date, each Party shall appoint a Project Manager and notify the other Party of such appointment.
- 11.10 **Authority.** Each Party shall ensure that their Project Manager will have the necessary skill, expertise and experience to carry out such responsibility. Unless otherwise specifically provided in this Agreement or agreed to in writing by a Party, such Party's Project Manager shall not be entitled to make any operational decisions concerning the provision of the Services and shall not be authorised to bind or commit it to any amendments to this Agreement.
- 11.11 Either Party shall be entitled at any time to terminate the appointment of its Project Manager by notice to the other Party or to appoint any other person as Project Manager and such termination shall take effect in terms of such notice.
- 11.12 All communications concerning the management of this Agreement shall, unless otherwise agreed to between the Parties, take place between the Parties' respective Project Managers.

12. FINANCIAL ARRANGEMENTS

Except for the payment of the Service Fee by the Province to the RTMC each Party shall bear its own costs in the fulfilment of its obligations in terms of this Agreement.



AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

13. FORCE MAJEURE

- 13.1 **Force majeure event.** *Force majeure* shall mean any material event beyond the control of either Party whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement and which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including but not limited to fire, explosion, war, revolution, riot, insurrection, protest and/or boycott action, floods, storms and other natural disturbances, perils of the sea, breakdown of machinery and equipment (not avoidable by proper maintenance and planning), and/or Act of God and which causes material and unavoidable damage to property, material delays or interruptions.
- 13.2 **Notify of force majeure event.** The Party prevented from fulfilling its obligations in terms of this Agreement shall on becoming aware of such *force majeure* event promptly notify the other Party of such *force majeure* event and when such an event of *force majeure* has ceased.
- 13.3 **No liability for force majeure.** Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if and to the extent that performance of such obligation is prevented by any circumstances of *force majeure*, which arise after the Effective Date.
- 13.4 **Endeavour to continue obligations.** Upon the occurrence of any *force majeure* event the Parties shall endeavour to continue to perform its obligations under this Agreement so far as reasonably possible. The Party shall notify the other of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by the *force majeure* event and shall not take such steps unless directed by the other to do so.
- 13.5 If the *force majeure* event continues for a period of 90 ((ninety) days, the Parties shall promptly consult with the view to reaching a mutually satisfactory resolution to the change in circumstances. In the event that the Parties do not reach a mutually satisfactory resolution either Party may terminate this Agreement.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 13.6 **Failure to notify *force majeure* event.** If a Party fails to inform the other Party of the *force majeure* event concerned as set out in this clause 13 then such Party shall thereafter not be entitled to refer to or rely on such *force majeure* event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *force majeure* event is known by both Parties or the Party is unable to inform the other Party due to the *force majeure* event.
- 13.7 The foregoing provisions of this clause 13 shall not excuse or release the Party claiming *force majeure* from obligations due or performable, or compliance required, under this Agreement prior to the *force majeure* event nor failures, delays in performance or obligations not affected by the event of *force majeure*, except to the extent that same cannot be performed.

14. AUDIT ACCESS AND OPEN BOOK

- 14.1 RTMC shall keep and operate a proper and efficient accounting and Procurement management system to reflect truly and fairly, in conformity with the PFMA and generally accepted accounting practices.
- 14.2 RTMC shall, in order to enable the Province to determine whether the provisions of this Agreement have been complied with provide the Province with such information as it may reasonably require.

15. CONFIDENTIAL INFORMATION

- 15.1 **Confidentiality obligation.** Each Party ("the Receiving Party") must treat and hold as confidential all information which they may receive from the other Disclosing Party or which becomes known to them concerning the Disclosing Party during the duration of this Agreement.
- 15.2 **Nature of the Confidential Information.** The Confidential Information of the Disclosing Party shall, without limitation, include—

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 15.2.1 all software and associated material and documentation, including information contained therein;
- 15.2.2 all information relating to –
- 15.2.2.1 the Disclosing Party's past, present and future research and development;
 - 15.2.2.2 the Disclosing Party's business activities, service providers and such service providers confidential information;
 - 15.2.2.3 the terms and conditions of this Agreement; and
 - 15.2.2.4 the Procurement Process to appoint service providers for the Province Database.
- 15.3 The Parties shall, except as permitted by this Agreement, not disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and in the event of the Confidential Information relating to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party.
- 15.4 **Receiving Party's obligations with regard to Confidential Information.** The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its Confidential Information –
- 15.4.1 it will only make the Confidential Information available to those of its Staff who are actively involved in the execution of this Agreement;
 - 15.4.2 subject to the right to make the Confidential Information available to their Project Managers and the Steering Committee above, they will not at any time, whether during this Agreement or thereafter, either use any Confidential Information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 15.5 **Information not deemed Confidential Information.** The foregoing obligations shall not apply to any information which -
- 15.5.1 is lawfully in the public domain at the time of disclosure;
 - 15.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
 - 15.5.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or
 - 15.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 15.6 **Severability.** The provisions of this clause 15 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force and effect for a period of 5 (five) years after the date of termination.

16. DISPUTE SETTLEMENT BETWEEN THE PARTIES

- 16.1 If any dispute or difference of any kind, in connection with or arising out of this Agreement arises between the RTMC and the Province, the Parties shall make every effort to resolve the dispute amicably by consultation. The Project Managers shall discuss the dispute and attempt to resolve the dispute without the necessity of any formal proceedings.
- 16.2 If the dispute is not capable of being settled between the Project Managers amicably, such dispute shall be elevated to the Steering Committee.
- 16.3 Should the Steering Committee fail to resolve the dispute, either the RTMC or the Province, may refer the dispute to the Head of the Department and the CEO or their duly authorised employees, who shall convene a meeting within thirty (30) days of the dispute having referred to them, to resolve the dispute.
- 16.4 Should the dispute remain unresolved for a period of 30 (thirty) days after being so referred, either Party may declare such dispute a formal intergovernmental dispute

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, Act No 13 of 2005.

- 16.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.
- 16.6 Notwithstanding the provisions of this clause, any Party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this Agreement in the High Court of South Africa having jurisdiction over the Parties.
- 16.7 Notwithstanding any dispute and/or court proceedings herein the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

17 BREACH

- 17.1 Should either Party fail to comply with any provision of this Agreement the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of thirty (30) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have –
- 17.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- 17.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party.

18 NOTICES AND DOMICILIUM

- 18.1 The Parties choose as their *domicilium citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clauses 18.1.1 and 18.1.2 below, at which addresses all processes and notices arising out of

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

18.1.1 RTMC:

349 Witchhazel Avenue, Block F Eco Origins, Highveld Ext 0079.

18.1.2 Province:

45 Perm Building, 4th Floor, Charlotte Maxeke Street, Bloemfontein (for attention of the Head of Department).

or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

18.2 Any written notices required in terms of clause 19.1 shall only be satisfied if such notice is given in a written, paper-based form.

18.3 Any notice given in terms of this Agreement shall be in writing and shall, unless proved otherwise -

18.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; or

18.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting.

18.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such Party.

19. CESSION AND DELEGATION AND SUB-CONTRACTING

Neither Party shall be entitled to cede, delegate or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

Party, which consent shall not be unreasonably withheld.

20. WHOLE AGREEMENT AND NON-VARIATION

- 20.1 This Agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and the Parties shall not be bound by any terms, conditions or representations whether written, oral or by conduct and whether express or tacit not recorded herein.
- 20.2 No addition to, variation, consensual cancellation or novation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by both Parties or by their duly authorised representatives.

21. WAIVER

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22. SEVERABILITY

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful, or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to enter into negotiations to resolve the invalidity.

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

23. SIGNING AUTHORITY

The Parties warrant and represent that a duly authorised representative of that Party executes this Agreement.

SIGNED AND EXECUTED at Cape Town and in the presence of the undersigned witnesses on this 15 day of June 2021.

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
for RTMC

SIGNED AND EXECUTED at BLOEMFONTEIN and in the presence of the undersigned witnesses on this 11th day of JUNE 2021.

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
for the Province

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DEPARTMENT OF TRANSPORT

NOTICE 981 OF 2022

ROAD TRAFFIC MANAGEMENT CORPORATION ACT

NOTICE OF AGREEMENT BETWEEN CHIEF EXECUTIVE OFFICER OF ROAD
TRAFFIC MANAGEMENT CORPORATION AND VARIOUS PROVINCES

The Road Traffic Management Corporation hereby and in terms of Section 31(2) of Road Traffic Management Act, 1999 (Act No. 20 of 1999), gives Notice that the Chief Executive Officer of the Road Traffic Management Corporation has entered into agreements in the Schedule hereto with the respective Provincial Departments to perform the functions as stipulated in the agreement, functions so allocated to the Members of the Executive Council in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996), or any other law relating to road traffic, on behalf of the Members of the Executive Council.



Adv. MS Msibi

Chief Executive Officer

Date: 6/04/22



Road Traffic
Management Corporation

ONLINE SERVICES MEMORANDUM OF AGREEMENT

entered into by and between

THE ROAD TRAFFIC MANAGEMENT CORPORATION

and

**WESTERN CAPE DEPARTMENT OF TRANSPORT AND PUBLIC
WORKS**

Mr. M. M. M.
[Handwritten signature]

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

PREAMBLE

WHEREAS, the Province is responsible for the testing, registration and licensing of motor vehicles in terms of the National Road Traffic Act, 1996 (NRTA) and the Regulations promulgated thereunder;

AND WHEREAS section 4 of the NRTA provides that the registration and licensing system of motor vehicles for each province shall be as prescribed;

AND WHEREAS the Member of the Executive Council (MEC), as per the provisions of the NRTA, may prescribe baseline fees payable to the Province when a motor vehicle licence is renewed;

AND WHEREAS Regulation 25A(1) of the Regulations provides that if a MEC concerned deems it expedient, he or she may allow for the licensing of a motor vehicle by the owner thereof through a bank's Automatic Teller Machine (ATM) or other form of electronic means;

AND WHEREAS the Road Traffic Management Corporation (RTMC), as the owner of the National Traffic Information System (NaTIS), has developed certain online functionalities, which functionalities include amongst others the issuance of a motor vehicle licence disc and the delivery thereof, online registration of a motor vehicle by the title holder, online notification of change of ownership by the current title holder, online booking for a learner's or driving licence test and online booking for the renewal and delivery of a credit card format driving licence;

AND WHEREAS the outbreak of the COVID-19 pandemic led to the declaration of the lockdown and Risk Adjusted Strategy regulating and minimising movement and simultaneously promoting e-commerce platforms, in line with Health and Safety Protocols.

AND WHEREAS the Province desires the RTMC to render online motor vehicle licence

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renewal services and collect, subject to the provisions of this Agreement, all motor vehicle licence fee renewal payments and penalties, if applicable, made by Motor Vehicle Owners when utilising the RTMC online services.

NOW THEREFORE THE PARTIES agree as follows –**1. PARTIES**

1.1 The Parties to this Agreement are–

1.1.1 The Road Traffic Management Corporation (RTMC), a statutory entity, established in terms of the Road Traffic Management Corporation Act and listed as a Schedule 3A public entity in terms of the Public Finance Management Act, 1999 (PFMA), herein represented by Adv. MS Msibi in his capacity as Chief Executive Officer, duly authorised thereto; and

1.1.2 The Western Cape Government via its Department of Transport and Public Works herein represented by Ms JT Gooch in her capacity as Head of Department and duly authorised thereto.

2. DEFINITIONS AND INTERPRETATION**2.1 Definitions**

In this Agreement, the following expressions and words have the meaning assigned to them below and derivative expressions and words have a corresponding meaning, unless inconsistent with or otherwise indicated by the context–

2.1.1 **"Account"** means the bank account opened in the name of the RTMC to receive and manage all licence renewal fee payments;

2.1.2 **"Act"** means the Road Traffic Management Corporation Act, 1999 (Act No. 20 of 1999);

2.1.3 **"Agreement"** means the contents of this Agreement together with the Annexures hereto;

2.1.4 **"Baseline Fees"** means the fees charged by the various provinces for the licensing



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- of a motor vehicle;
- 2.1.5 “**Business Day**” means any day in the RSA which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holidays Act, 1994 and all references in this Agreement to days shall be deemed calendar days, unless specifically stipulated as being Business Days;
- 2.1.6 “**CEO**” means the Chief Executive Officer of the RTMC appointed in terms of the Act;
- 2.1.7 “**COVID-19**”, means the Novel Coronavirus (2019-nCov2) which is an infectious disease caused by a virus, which emerged during December 2019 and was declared a global pandemic by the WHO on 11 March 2020, that has previously not been scientifically identified in humans;
- 2.1.8 “**Confidential Information**” means all information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party's information, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party;
- 2.1.9 “**Disclosing Party**” means either of the Parties which discloses Confidential Information to the other of the Parties;
- 2.1.10 “**Effective Date**” means, notwithstanding the date of signature of this Agreement by the Party signing last in time;
- 2.1.11 “**Head of Department**” means the public servant who is the administrative head of the Department and the accounting officer in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.1.12 “**MEC**” means Member of the Executive Counsel;
- 2.1.13 “**Month**” means a calendar Month;
- 2.1.14 “**NaTIS**” means the computerised National Traffic Information System that is used as a register that supports the NRTA and the Regulations promulgated thereunder;
- 2.1.15 “**NRTA**” means the National Road Traffic Act, 1996 (Act No 93 of 1996);
- 2.1.16 “**Province**” means the Party as fully described in clause 1.1.2;

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AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

- 2.1.17 **"Parties"** means RTMC and/or the Western Cape Government as the context indicates, and **"Party"** shall mean either one of them as the context may indicate;
- 2.1.18 **"PFMA"** means the Public Finance Management Act, 1999 (Act No 1 of 1999);
- 2.1.19 **"Project Manager"** means the representatives of the Parties appointed by them in terms of clause 11 to fulfil the functions set out therein;
- 2.1.20 **"Project meetings"** means the Project meetings between the representatives of the Parties in terms of clause 11;
- 2.1.21 **"Receiving Party"** means either of the Parties which receives Confidential Information from the other of the Parties;
- 2.1.22 **"Regulations"** means the National Road Traffic Regulations, 2000;
- 2.1.23 **"RTMC"** means the Party as more fully described in clause 1.1.1;
- 2.1.24 **"Services"** means the online motor vehicle licence renewal services, which include the collection and distribution of Licensing Renewal Fees, Penalties and Service Fees;
- 2.1.25 **"Service Fees"** means the percentage fee charged and payable to the RTMC by the Province;
- 2.1.26 **"Staff"** means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party; and
- 2.1.27 **"Transaction Fees"** means the monies charged per online NaTIS service in terms of section 24(1)(a) of the Act.

2.2 Interpretation

- 2.2.1 In this Agreement unless the context indicates a contrary intention an expression which denotes –
- 2.2.1.1 any reference to the singular includes the plural and vice versa;
- 2.2.1.2 any reference to the natural person includes legal persons and vice

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versa;

- 2.2.1.3 any reference to a gender includes the other genders;
- 2.2.2 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it was a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the definition and interpretation clause;
- 2.2.3 when any number of days are prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day;
- 2.2.4 where any provision contemplates a notice to be given, such notice shall, unless expressly provided otherwise, be made in writing;
- 2.2.5 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.6 any word or expression used in this Agreement which is defined in the Act shall bear the same meaning in this Agreement as assigned to it by the Act;
- 2.2.7 if any provision of this Agreement is in any way inconsistent with the provisions of the PFMA, or the Act, the provisions of the PFMA, or the Act shall prevail, and this Agreement shall be read in all respect subject thereto.

3. PURPOSE OF AGREEMENT

- 3.1 The purpose of this Agreement is to: -
- 3.1.1 formalise the relationship between the RTMC and Province pursuant to the provisions of the PFMA;
- 3.1.2 establish the terms and conditions subject to which the RTMC will render the Services to the Province;
- 3.1.3 providing for the determination and the payment of the Service Fees by the Province to the RTMC for rendering the Services;
- 3.1.4 to establish the procedure by which the RTMC will receive all baseline fee payments

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made by the public for the renewal of motor vehicle licences and payment of such payments received to the Province.

4. APPOINTMENT

The Province hereby and subject to the provisions of this Agreement and any applicable legislation, appoints the RTMC to render the Services as set out in this Agreement and the RTMC hereby accepts such appointment.

5. DURATION

- 5.1 This Agreement shall commence on the Effective Date and shall subject to the provisions of clause 5.2, continue for a minimum period of 5 (five) years ("Termination Date") from the Effective Date.
- 5.2 With effect from the Termination Date, this Agreement shall endure indefinitely subject to 5 (five) years written notice of termination given by either Party to the other.

6. SERVICES

- 6.1 The RTMC shall, unless specified otherwise:
- 6.1.1 on NaTIS, make available online licence renewal functionality to be utilised by the public to renew motor vehicle licences;
- 6.1.2 subject to the provisions of the PFMA, open and manage the Account;
- 6.1.3 on a daily basis manage and monitor and control all online motor vehicle licence renewals and receive all licence renewal fees and if applicable, penalty payments deposited into the Account by—
- 6.1.3.1 printing and delivering the licence disc;
- 6.1.3.2 reconciling each payment received; and
- 6.1.3.3 preparing a comprehensive and detailed monthly reconciliation report;

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- 6.1.3.4 transfer all reconciled transactions, subject to paragraph 8 hereunder, to the account identified by the Province, which transfer will be on or before the 21st of the month following the month of receipt.
- 6.2 **Problem and negative trend identification.** Should the RTMC encounter any problem or identify any trend in the services, which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such matter to the Province. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem in terms of this Agreement.
- 6.3 **Diligence, care and professionalism.** The RTMC shall exercise all reasonable diligence, care and act in a professional manner in the execution of this Agreement and the provision of the Services and shall not do anything that would discredit, dishonour, reflect adversely on or injure the reputation of the Province.
- 6.4 The RTMC shall immediately inform the Province if it appears, in the light of information that has come to hand, that the services require revision for whatsoever reason.
- 6.5 **Meetings.** The RTMC shall attend all meetings including Steering Committee meetings aimed at monitoring the progress of the services as reasonably required by the Province.
- 6.6 The RTMC shall promptly notify the Province of any information, received by the RTMC, which in the opinion of the RTMC is likely to be of interest, use or benefit to the Province in relation to the Services or this Agreement.
- 6.7 All reports and documentation to be provided by the RTMC shall be signed off by the RTMC Project Manager.
- 6.8 All reports and information provided by the RTMC to the Province in terms of this Agreement shall contain accurate information so as to enable the Province to monitor the Service standards.
- 6.9 **Place of payment.** Payment for the Services shall be made by the RTMC to the Province by electronic transfer into the following bank account.

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Bank: Nedbank Corporate;

Account Name: Motor Vehicle Licence Account;

Account Number: 1452045070, and

Branch Code: 145209;

7. SERVICE FEES

- 7.1 The RTMC shall subject to the provisions of 7.2, be entitled to and be paid a Service Fee of 8% by the Province of and for all baseline fees and penalties collected on behalf of the Province.
- 7.2 The Service Fees payable by the Province shall be reviewed annually by the RTMC, in conjunction with the Province, by evaluating the services provided against the cost of providing these services.
- 7.3 Collected fees and penalties shall not include Transaction Fees collected.

8. RELATIONSHIP BETWEEN THE PARTIES

- 8.1 This Agreement shall not constitute, or be deemed to constitute, a partnership between the Parties and neither Party shall have any right, authority or power to bind the other, or incur any liability on behalf of the other or to pledge the credit of the other Party.
- 8.2 Nothing in this Agreement shall constitute, or be deemed to constitute, an employment contract between the Parties, or be deemed to constitute such a relationship.
- 8.3 The Parties shall at all times have a duty of good faith in their dealings with one another.

9. GENERAL OBLIGATIONS OF THE PARTIES

The Parties shall co-operate with each other in good faith.

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10. WARRANTIES AND REMEDIES

The RTMC warrants that it is fully conversant with all relevant statutory requirements having a direct or indirect bearing on this Agreement and that it shall comply with all laws and regulations of the Republic of South Africa, and in particular the PFMA.

11. CONTRACT MANAGEMENT

11.1 **Steering Committee.** Each Party shall appoint, in writing, after the Effective Date, representatives and alternates to represent the Parties on the Steering Committee.

11.2 **Constitution of Steering Committee.** The Steering Committee shall comprise of 2 (two) representatives of each Party.

11.3 The chairperson of the Steering Committee shall be the RTMC's Project Manager, to present the Parties at a Steering Committee meeting.

11.4 Any appointment, removal or replacement of representatives by a Party shall be by notice to the other Party and shall be effective as soon as such notice is received by the other Party.

11.5 The Steering Committee may from time to time co-opt additional persons to sit on the Steering Committee, whether in a voting or monitoring capacity.

11.6 **Functions.** The functions of the Steering Committee shall be—

11.6.1 continually review the management information requirements of the Steering Committee and agree on any variations in such functions to provide a means for the joint review of issues relating to all day-to-day aspects with regard to the Services;

11.6.2 to provide a forum for joint strategic discussion, and possible variations of the Services to be performed by the RTMC;

11.6.3 in certain circumstances, pursuant to the Dispute Resolution, to provide a means of resolving disputes or disagreements between the Parties;

11.6.4 to review and discuss any other issues with regard to the Services;

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- 11.6.5 to facilitate performance where any specific action or consent is required by either Party in terms of this Agreement
- 11.6.6 report to each other for the duration of this Agreement and shall ensure that any unacceptable performance by a Party of its obligations in terms of this Agreement is brought to the attention of the Steering Committee timeously to enable the RTMC to take suitable corrective action.
- 11.7 **Status of Decisions.** No decision of the Steering Committee's meetings shall have the effect of amending the terms of this Agreement.
- 11.8 **Minutes of Meetings.** All meetings between the Parties shall be recorded and signed by a representative of each of the Parties on the Steering Committee and the minutes so kept shall be circulated to the members of the Steering Committee within 7 (seven) days of each meeting.
- 11.9 As soon as possible after the Effective Date, each Party shall appoint a Project Manager and notify the other Party of such appointment.
- 11.10 **Authority.** Each Party shall ensure that its Project Manager will have the necessary skill, expertise and experience to carry out such responsibility. Unless otherwise specifically provided in this Agreement or agreed to in writing by a Party, such Party's Project Manager shall not be entitled to make any operational decisions concerning the provision of the Services and shall not be authorised to bind or commit it to any amendments to this Agreement.
- 11.11 Either Party shall be entitled at any time to terminate the appointment of its Project Manager by notice to the other Party or to appoint any other person as Project Manager and such termination shall take effect in terms of such notice.
- 11.12 All communications concerning the management of this Agreement shall, unless otherwise agreed to between the Parties, take place between the Parties' respective Project Managers.

12. FINANCIAL ARRANGEMENTS

Except for the payment of the Service Fees by the Province to the RTMC each

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Party shall bear its own costs in the fulfilment of its obligations in terms of this Agreement.

13. FORCE MAJEURE

- 13.1 **Force majeure event.** *Force majeure* shall mean any material event beyond the control of either Party whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement and which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including but not limited to fire, explosion, war, revolution, riot, insurrection, protest and/or boycott action, floods, storms and other natural disturbances, perils of the sea, breakdown of machinery and equipment (not avoidable by proper maintenance and planning), and/or Act of God and which causes material and unavoidable damage to property, material delays or interruptions.
- 13.2 **Notify of force majeure event.** The Party prevented from fulfilling its obligations in terms of this Agreement shall on becoming aware of such *force majeure* event promptly notify the other Party of such *force majeure* event and when such an event of *force majeure* has ceased.
- 13.3 **No liability for force majeure.** Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if and to the extent that performance of such obligation is prevented by any circumstances of *force majeure*, which arise after the Effective Date.
- 13.4 **Endeavour to continue obligations.** Upon the occurrence of any *force majeure* event the Parties shall endeavour to continue to perform its obligations under this Agreement so far as reasonably possible. The Party shall notify the other of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by the *force majeure* event and shall not take such steps unless directed by the other to do so.
- 13.5 If the *force majeure* event continues for a period of 90 (ninety) days, the Parties shall promptly consult with the view to reaching a mutually satisfactory resolution to the change in circumstances. In the event that the Parties do not reach a mutually satisfactory resolution either Party may terminate this Agreement.

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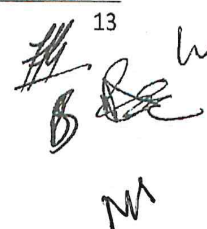
- 13.6 **Failure to notify force majeure event.** If a Party fails to inform the other Party of the *force majeure* event concerned as set out in this clause 13 then such Party shall thereafter not be entitled to refer to or rely on such *force majeure* event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *force majeure* event is known by both Parties or the Party is unable to inform the other Party due to the *force majeure* event.
- 13.7 The foregoing provisions of this clause 13 shall not excuse or release the Party claiming *force majeure* from obligations due or performable, or compliance required, under this Agreement prior to the *force majeure* event nor failures, delays in performance or obligations not effected by the event of *force majeure*, except to the extent the same cannot be performed.

14. AUDIT ACCESS AND OPEN BOOK

- 14.1 The RTMC shall keep and operate a proper and efficient accounting and Procurement management system to reflect truly and fairly, in conformity with the PFMA and generally accepted accounting practices.
- 14.2 The RTMC shall, in order to enable the Province to determine whether the provisions of this Agreement have been complied with provide the Province with such information as it may reasonably require.

15. CONFIDENTIAL INFORMATION

- 15.1 **Confidentiality obligation.** Each Party ("the Receiving Party") must treat and hold as confidential all information which they may receive from the other Disclosing Party or which becomes known to them concerning the Disclosing Party during the duration of this Agreement.
- 15.2 **Nature of the Confidential Information.** The Confidential Information of the Disclosing Party shall, without limitation, include—
- 15.2.1 all software and associated material and documentation, including information contained therein;

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- 15.2.2 all information relating to –
- 15.2.2.1 the Disclosing Party's past, present and future research and development;
 - 15.2.2.2 the Disclosing Party's business activities, service providers and such service providers' confidential information;
 - 15.2.2.3 the terms and conditions of this Agreement; and
 - 15.2.2.4 the Procurement Process to appoint service providers for Western Cape's Suppliers Database.
- 15.3 The Parties shall, except as permitted by this Agreement, not disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and in the event of the Confidential Information relating to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party.
- 15.4 **Receiving Party's obligations with regard to Confidential Information.** The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its Confidential Information –
- 15.4.1 it will only make the Confidential Information available to those of its Staff who are actively involved in the execution of this Agreement;
 - 15.4.2 subject to the right to make the Confidential Information available to their Project Managers and the Steering Committee above, they will not at any time, whether during this Agreement or thereafter, either use any Confidential Information of the Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties.
- 15.5 **Information not deemed Confidential Information.** The foregoing obligations shall not apply to any information which -
- 15.5.1 is lawfully in the public domain at the time of disclosure;
 - 15.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
 - 15.5.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or

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15.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

15.6 **Severability.** The provisions of this clause 15 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force and effect for a period of 5 (five) years after the date of termination.

16. DISPUTE SETTLEMENT BETWEEN THE PARTIES

16.1 If any dispute or difference of any kind, in connection with or arising out of this Agreement arises between the RTMC and the Province, the Parties shall make every effort to resolve the dispute amicably by consultation. The Project Managers shall discuss the dispute and attempt to resolve the dispute without the necessity of any formal proceedings.

16.2 If the dispute is not capable of being settled between the Project Managers amicably, such dispute shall be elevated to the Steering Committee.

16.3 Should the Steering Committee fail to resolve the dispute, either the RTMC or the Province, may refer the dispute to the Head of the Department and the CEO or their duly authorised employees, who shall convene a meeting within 30 (thirty) days of h a v i n g the dispute referred to them, to resolve the dispute.

16.4 Should the dispute remain unresolved for a period of 30 (thirty) days after being so referred, either Party may declare such dispute a formal intergovernmental dispute by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, Act No 13 of 2005.

16.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.

16.6 Notwithstanding the provisions of this clause, any Party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this Agreement in the High Court of South Africa having jurisdiction over the Parties.

16.7 Notwithstanding any dispute and/or court proceedings herein the Parties shall

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continue to perform their respective obligations under this Agreement unless they otherwise agree.

17 BREACH

17.1 Should either Party fail to comply with any provision of this Agreement the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of 30 (thirty) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have –

17.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or

17.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party.

18 NOTICES AND DOMICILIUM

18.1 The Parties choose as their *domicilium citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clause below, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

18.1.1 RTMC:


349 Witchhazel Avenue, Block F Eco Origins, Highveld Ext 0079.

18.1.2 Province:

9 Dorp Street, Cape Town, 8001.

or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

18.2 Any written notices required in terms of clause 18 shall only be satisfied if such

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notice is given in a written, paper-based form.

- 18.3 Any notice given in terms of this Agreement shall be in writing and shall, unless proved otherwise -
- 18.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; or
- 18.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting.
- 18.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such Party.

19. CESSION AND DELEGATION AND SUB-CONTRACTING

Neither Party shall be entitled to cede, delegate or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

20. WHOLE AGREEMENT AND NON-VARIATION

- 20.1 This Agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and the Parties shall not be bound by any terms, conditions or representations whether written, oral or by conduct and whether express or tacit not recorded herein.
- 20.2 No addition to, variation, consensual cancellation or novation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by both Parties or by their duly authorised representatives.

21. WAIVER

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto

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giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

22. SEVERABILITY

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful, or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to enter into negotiations to resolve the invalidity.

23. SIGNING AUTHORITY

The Parties warrant and represent that a duly authorised representative of that Party executes this Agreement.

SIGNED AND EXECUTED at Centurion and in the presence of the undersigned

witnesses on this 05 day of February 2021.

AS WITNESSES:

[Handwritten signature]
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[Handwritten signature]
for RTMC

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[Handwritten initials/signatures]

AGREEMENT: MOTOR VEHICLE LICENSE RENEWAL SERVICES

SIGNED AND EXECUTED at CAPE TOWN and in the presence of the undersigned

witnesses on this 30TH day of DECEMBER 2020

AS WITNESSES:

1. Bunity

2. Bunity

[Signature]

for the Province

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PROCLAMATION NOTICES • PROKLAMASIE KENNISGEWINGS

PROCLAMATION 59 OF 2022



No. R.

LEGAL PRACTICE ACT, 2014

OFFICE OF THE LEGAL SERVICES OMBUD: RULES

I, Judge Sirajudien Desai, the Legal Services Ombud, hereby, in terms of section 95(2) and (5) of the Legal Practice Act, 2014 (Act No. 28 of 2014), make the rules in the Schedule hereto.

The making of the rules herein without prior publication for comment is necessitated by the Legal Practice Act (the Act) coming into operation in a staggered manner. The establishment of the Legal Practice Council (LPC) and other related provisions came into operation first. The LPC came into operation two (2) years before the appointment of the Ombud.

This staggered approach has impacted on the disciplinary processes of the LPC. Section 37 establishes the disciplinary bodies. Section 37 (5) provides for the guidelines in the composition of the disciplinary bodies.

Section 41 provides for the Appeal against conduct or finding of disciplinary committees of the LPC. Section 41 (2), which is peremptory, provides for the composition of the appeal tribunal of the LPC.

Due to the peremptory nature of section 41 (2), the appeal proceedings of the LPC cannot be proceeded with as the Office of the Legal Services Ombud has not yet being established and become operational, although the Ombud has been appointed. This has a negative impact on the perception by the public of the legal profession. It also has a negative impact on the resolution of disputes and in affording redress to the public's complaints.

The establishment and maintenance of the lay person list as contemplated in section 37, requires the Office of the Legal Services Ombud to be in operation.

Section 34 of the Constitution provides that:



“Everyone has the right to have any dispute that can be resolved by the application of law decided in a fair public hearing before a court or, where appropriate, another independent and impartial tribunal or forum.”

The reasoning of approaching this through section 95 (5) is to realise the provisions of section 34 of the Constitution. To afford both the members of the public and the profession a speedy resolution of the disputes and avoid further delays in the implementation of the above-mentioned sections of the Act.

Any person who is aggrieved by the rules made herein may make representations to the Ombud within a period of 30 work days from the date of publication of this notice by—

- (a) posting such representations to the following address:
[P O BOX 1202, Pretoria, 0001];
- (b) delivering such representations by hand at the following address:
[Sporal Park Building, 2007 Lenchen Avenue South, Centurion, Pretoria];
- (c) e-mailing such representations to the following address:
[Vseroka@justice.gov.za].



SCHEDULE

Definitions

1. In these Rules any word or expression to which a meaning has been assigned in the Act has the meaning so assigned and, unless the context indicates otherwise—

“**Office of the Ombud**” means the Office of the Legal Services Ombud established by section 45(1) of the Act;

“**service**” means the official process of delivering a notice or documents to another party;

“**summons**” means a document by which a person or entity is called upon to attend an enquiry or investigation, as contemplated in section 48(2) of the Act; and

“**the Act**” means the Legal Practice Act, 2014 (Act No. 28 of 2014).

Submission of complaints

2. (1) A complaint lodged with the Ombud must be lodged on Form 1 or a form substantially similar to the Form 1 contained in the Annexure hereto.

(2) The form referred to in sub-rule (1)—

(a) may be obtainable from the Office of the Ombud;

(b) must be completed accurately and contain all the information required; and

(c) once completed, must be hand delivered, posted or submitted electronically to the Office of the Ombud, at any of the following relevant addresses:

(i) [Spooral Park Building, 2007 Lenchen Avenue South, Centurion, Pretoria];

(ii) [P O BOX 1202, Pretoria, 0002]; or

(iii) [VSeroka@justice.gov.za].

(3) Non-compliance with sub-rule (2)(b) may be condoned on application to the Office of the Ombud and approval thereof.

Summons

3. A summons referred to in section 48(2)(a) of the Act must—

(a) be in accordance with Form 2 contained in the Annexure hereto; and



- (b) be served in accordance with rule 4.

Service of summons

4. (1) A summons must be served by an official within the Office of the Ombud or by Sheriff of the court upon the person affected thereby and mentioned therein by delivery of a copy thereof in accordance with sub-rule (2) and the relevant provisions of sub-rule (3), (4) or (5), as the case may be.

(2) A summons must—

- (a) not be served on a Sunday or public holiday; and
(b) be effected between the hours of 7h00 and 19h00.

(3) In the case of a service of summons upon a natural person, the summons must—

- (a) be served at the residence, place of business or work place of the person mentioned therein;
(b) be served, subject to paragraphs (c), (d) and (e), upon the person mentioned therein or his or her duly authorised agent;
(c) be served upon the person mentioned therein: Provided that, where such a person is a minor or a person under legal disability, service must be effected upon the guardian, tutor, curator or the like of such person; or
(d) in the case of service at the residence, be handed to some other person who is not less than 16 years of age and apparently residing in the same residence as the person mentioned in the summons; or
(e) in the case of service at the place of business or work place, be handed to some other person who is not less than 16 years of age and apparently in authority over the person to be served or, in the absence of such person in authority, to a person who is not less than 16 years of age and apparently in charge at his or her place of employment.

(4) In the case of service of a summons upon a body corporate, a summons must be served—

- (a) at such body corporate's local office or principal place of business to a responsible employee thereof; or
(b) by delivering a copy thereof to any agent who is duly authorised, in writing, to accept service on behalf of the body corporate upon whom service is to be effected.



(5) In the case of a service of summons to a Minister of a State department, in his or her official capacity, must be served at—

- (a) the national office of the State department concerned; or
- (b) at the Office of the Solicitor-General (State Attorney) in Pretoria, or a branch of that Office.

(6) In the case of a service of summons upon a syndicate, unincorporated company, club, society, church, public institution or public body, service may be effected—

- (a) by delivery at the local office or place of business of such syndicate, unincorporated company, club, society, church, public institution or public body; or
- (b) if there be no such place, by delivery to the chairperson or secretary or similar officer.

(7) In the case of service of summons upon a local authority or statutory body, service must be effected by delivering a copy of the summons to the town clerk or assistant town clerk or mayor of such local authority or to the secretary or similar officer or member of the board or committee of such statutory body.

(8) The person serving a summons must, on demand by the person upon or against whom summons is served, exhibit to that person the original summons.

(9) Where two or more persons are to be served with the same summons, service must be effected upon each of the persons, except—

- (a) (i) where any partnership, firm or voluntary association is to be served, service must be effected in the manner referred to in sub-rule (4), at the place of business of such partnership, firm or voluntary association; or
- (ii) where such partnership, firm or voluntary association has no place of business, service must be effected on a partner, the proprietor or the chairperson or secretary of the committee or other managing body of such association; or
- (b) where two or more persons are to be served in their capacity as trustees of an insolvent estate, liquidators of a company, executors, curators or guardians, service may be effected by delivery to any one of such persons in accordance with sub-rule (3).

(10) Service of a summons on a witness must be effected at least 15 work days before the attendance of such witness is required on the date specified in the summons.

(11) Service of any notice, request, statement or other document, which is not a summons, may be effected by delivery by hand at the address for service given by the Respondent.



(12) Where the person to be served with any document initiating application proceedings is already represented by a legal practitioner of record, such document may be served upon such legal practitioner.

(13) The person serving a summons in terms of these Rules must—

(a) indicate in the return of service of the process, the following information:

(i) The name of the person to whom the summons has been delivered;

(ii) the capacity in which such person stands in relation to the person whose name appears on the summons;

(iii) the name of the institution affected by the process; and

(iv) the place where such service has been effected; and

(b) if there may be any reason to doubt whether the summons served has come to the actual knowledge of the person intended to be served, and in the absence of satisfactory evidence, treat such service as non-service.

Substituted services

5. (1) In the event where service of summons in accordance with rule 4 is not possible for any reason whatsoever, such service must be effected by the placing of an advertisement in a publication circulating in the area in which the person intended to be served resides.

(2) The advertisement contemplated in sub-rule (1) must—

(a) inform the person intended to be served of the summons and the details contained therein; and

(b) be in the English language and, where appropriate and if necessary, be in the language dominant in the area in which the person intended to be served resides.

(3) A copy of the whole page of the publication containing the advertisement or cutting thereof, indicating the name of the paper and date of publication, must be kept as proof of the advertisement contemplated in sub-rule (1).



Annual report

6. (1) The annual report of the Office of the Ombud must be based on the—
- (a) annual performance plan of the Office of the Ombud; and
 - (b) annual budget plan of the Office of the Ombud.
- (2) The annual performance plan must be informed by and based on the organisational performance (report), which must be guided by—
- (a) a five-year strategic plan for the Office of the Ombud;
 - (b) the outlined mandate of the Ombud; and
 - (c) the strategic priorities of the Office of the Ombud.
- (3) For the purpose of compiling the annual report, the Director referred to in section 51 of the Act must—
- (a) establish procedures for quarterly reporting to the Director-General as contemplated in section 51(2)(c) of the Act;
 - (b) monitor and evaluate the organisational performance and provide a report thereon;
 - (c) implement corrective measures, where necessary, in order to mitigate risks on a monthly basis.
 - (d) assist in keeping full and proper records of the financial affairs of the Office for auditing purposes and proper accounting; and
 - (e) assist in maintaining effective, efficient and transparent systems of financial and risk management and internal controls;



Office of the Legal Services Ombud
 Spooral Park Building, 2007 Lenchen Ave South,
 Centurion Central
 Centurion, 0046
 Tel: 010 023 5501/ 067 235 9887
 Website:
 Enquiries: TrAMUADA@JUSTICE.GOV.ZA

FORM 1**COMPLAINT LODGING FORM**

UPON RECEIPT OF YOUR COMPLAINT, AN ACKNOWLEDGMENT NOTICE WILL BE SENT TO YOU, ACCOMPANIED BY OUR REFERENCE NUMBER. IN ANY FUTURE CORRESPONDENCE WITH OUR OFFICE, PLEASE QUOTE OUR REFERENCE NUMBER.

PART A. DETAILS OF THE COMPLAINANT	
TITLE:	
NAME:	
SURNAME:	
CELL PHONE NO:	
E-MAIL ADDRESS:	
ALTERNATIVE NUMBER:	
GENDER:	
PROVINCE:	
PART B. ADDRESS OF THE COMPLAINANT	
POSTAL ADDRESS:	
PHYSICAL ADDRESS:	
PART C. DETAILS OF THE AUTHORISED REPRESENTATIVE (Where the complaint is lodged by somebody else on behalf of another person)	
NAME:	
SURNAME:	

RELATIONSHIP WITH COMPLAINANT:	
CELL NO:	
EMAIL ADDRESS:	
ALTERNATIVE NUMBER:	
PART D. DETAILS OF PERSON AGAINST WHOM COMPLAINT IS BEING LODGED (IF KNOWN)	
NAME:	
SURNAME:	
CELL PHONE NO:	
EMAIL ADDRESS:	
ALTERNATIVE NUMBER:	
LAW FIRM NAME OR EMPLOYER:	
PROVINCE:	
WORK ADDRESS:	

PART E. DETAILS OF COMPLAINT: *(Additional pages to be attached in the event that the space provided below is not sufficient)*



Summons no:
Case reference number:

Summons to Appear before the Legal Services Ombud.

In the matter between:

XXX Complainant

And

XXX Respondent

To:

Name (Legal Practitioner/ Recipient):

Physical / Postal Address:
.....

Fax:

Email Address:

You are hereby required to appear before the Legal Services Ombud (or the person delegated) **in terms of section 48 of the Legal Practice Act, 2014** at(full address)..... on..... 20XX to assist the Office of the LSO in an investigation arising out a complaint lodged by the abovementioned complainant.

You are also required to bring and produce the documents specified hereunder:

- (a)
- (b)
- (c) Any other document which might be of assistance to the investigation.

Please take note of the following:

1. You have the right to legal representation
2. You are entitled to witness fees as prescribed by the LPA
3. You are entitled to claim privilege
4. Failure to attend or produce any document specified herein shall be in contravention of Section 93 (5) of the Legal Practice Act, 2014

Name of Delegated Official

Dated at on this day of.....

Signed.....
OLSO STAMP

BOARD NOTICES • RAADSKENNISGEWINGS

BOARD NOTICE 236 OF 2022**NOTICE OF APPLICATION FOR THE DEFINING OF A PRODUCTION AREA
LANSERIA (WARD)**

(In terms of Section 6 of the Wine of Origin Scheme published by Government Notice No. R.1434 of 29 June 1990)

Please take note that Delalmar Winery & Distillery (Pty) Ltd applied to the Wine and Spirit Board to define Lanseria (Ward) as a production area to produce Wine of Origin.

The proposed Lanseria ward is situated about 30 km north-northwest of central Johannesburg, within the Crocodile River catchment area that feeds the Hartebeespoort dam, with the confluence of the Jukskei and the Crocodile Rivers on the northern boundary.

The proposed boundaries can be viewed at www.sawis.co.za – "Certification – News and Information" or contact Jackie Cupido at 021-807 5704.

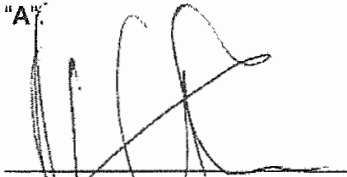
Anyone having any objection against this application is hereby notified to lodge their objections, with motivations, in writing with Olivia Poonah (olivia@wsb.org.za), The Executive Manager, Wine and Spirit Board, P O Box 2176, Dennesig, Stellenbosch, 7599 within 30 (thirty) days of publication of this notice.

BOARD NOTICE 237 OF 2022**NOTICE IN TERMS OF SECTION 8(4)(a)(i) OF THE NUCLEAR REGULATOR ACT, TO INVITE NOMINATIONS TO THE BOARD OF THE NATIONAL NUCLEAR REGULATOR**

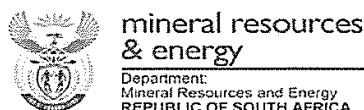
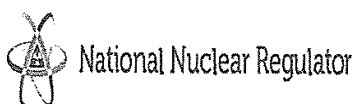
I, SG Mantashe, Minister of Mineral Resources and Energy, in terms of section 8(4)(a)(i) of the Nuclear Regulator Act, 47 of 1999, hereby

- a) Invite nominations of suitable candidates to be appointed as non-executive directors to the NNR board, and
- b) Invite nominations from individuals and organisations representing communities which may be affected by nuclear activities.

A copy of the notice calling for nominations is attached hereto, marked as annexure "A".



MR. SG MANTASHE, MP
MINISTER OF MINERAL RESOURCES AND ENERGY
DATE: 28/03/2022



NOMINATIONS OF SUITABLE CANDIDATES TO SERVE ON THE BOARD OF THE NATIONAL NUCLEAR REGULATOR

The Minister of Energy, **Hon. Mr Gwede Mantashe, MP**, hereby invites nominations for suitable candidates to be considered for appointment to the Board of the National Nuclear Regulator ("**NNR**").

The NNR is the national authority, designated by legislation, as being primarily responsible for the protection of persons, property and the environment against radiation hazards from nuclear installations and actions such as mining and minerals processing.

Interested candidates possessing extensive qualifications and/or experience in any one, or more, of the following disciplines or areas of expertise, particularly candidates with executive level experience, preferably in the Energy Sector, are encouraged to submit their nominations:-

- | | |
|--|---|
| a) Nuclear Science, Nuclear Engineering and Nuclear Medicine; | h) Radiation Protection |
| b) Nuclear Safety, Emergency preparedness /responses and Nuclear Waste Management; | i) Mechanical Engineering, Metallurgical Engineering, Civil Engineering, Mining and Environmental Management; |
| c) Radiation Sciences, Radiation Technology and Radiation Protection; | j) Finance, Audit, Risk and Compliance, Information technology and/or Risk Management; |
| d) Nuclear Regulation locally and Internationally; | k) Corporate governance, Company Law and/or Nuclear Law; |
| e) Nuclear Waste Management and Radiation Sciences and Technology | l) Corporate Governance; |
| f) Nuclear Analytical and Calibration Services; | m) Strategic leadership, and |
| g) Nuclear Manufacturing Principles; | n) Human Resources and/or Labour Relations. |

Applicants must submit a comprehensive cover letter indicating (*amongst other things*) the following:-

- Whether or not the applicant has a criminal record;
- Whether or not the applicant has ever been disqualified, placed on probation or declared a delinquent Director in accordance with the prescripts of the Companies Act, 71 of 2008;
- Details of any defaults, judgments or legal proceedings instituted by or against the applicant in the last 5 years (*including disciplinary proceedings initiated by a current or former employer*);
- Disclosure of current and/or potential interests in contracts, shareholdings or influence in all registered entities (*including those in the energy sector*); and
- Any other information that may be of assistance to the Minister in considering the application.

Nomination forms (*available at <http://www.energy.gov.za> – under the heading "Making Headlines"*), must be accompanied by the aforementioned Cover letter, a comprehensive Curriculum Vitae, and certified copies of qualifications and Identity document.

Applications should reach **Mr Lloyd Ganta** via email on SOE@energy.gov.za

Closing date: 06 May 2022

Enquiries:
Jack Phora (012) 406 7775
Jack.Phora@dmre.gov.za

BOARD NOTICE 238 OF 2022**INVITATION TO COMMENT ON EXPOSURE DRAFT 198 ISSUED BY THE ACCOUNTING STANDARDS BOARD****Issued: 14 April 2022**

The Accounting Standards Board (the Board) invites comment on proposed Amendments to the Standard of GRAP on *Presentation of Financial Statements (GRAP 1)* (ED 198). Comment on ED 198 is due by **15 July 2022**.

The feedback received as part of the public consultation process will be used to finalise the amendments to GRAP 1. As a result, all those affected by, or who are interested in the Exposure Draft, are encouraged to provide a written response to the Board.

Responses to the Exposure Draft should be received by the comment deadline, as indicated above.

Copies of the documents

The documents are available electronically on the Board's website – <http://www.asb.co.za>, or can be obtained by contacting the Board's offices on 011 697 0660 (telephone), or 011 697 0666 (fax).

Comment can be emailed to info@asb.co.za.

We look forward to receiving your responses.

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