



SERVICE DELIVERY AGREEMENT

IN RELATION TO GAUTENG SCHOOLS INFRASTRUCTURE PROGRAMME

entered into between,

GAUTENG DEPARTMENT OF EDUCATION

[Herein after referred to as the [GDE]

and

GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT

[Herein after referred to as the [GDID]



GAUTENG DEPARTMENT OF FINANCE

[Herein after referred to as the [GDF]

and

THE BOARD OF TRUSTEES OF THE INDEPENDENT DEVELOPMENT TRUST

[Herein after referred to as "the IDT"]

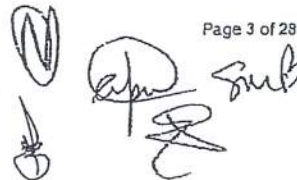
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- 1.3 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
- 1.4 Words importing persons shall include bodies corporate, and vice versa.
- 1.5 The singular shall include the plural, and vice versa, and reference to any gender shall include the other gender.
- 1.6 Natural persons include created entities (corporate or unincorporate) and the state and vice versa.
- 1.7 Any reference to a statutory provision shall include a reference to that provision as modified, amended, replaced, or re-enacted from time to time.
- 1.8 In the event of any conflict between this Agreement and the Annexures referred / attached hereto, the provisions of this Agreement will prevail.
- 1.9 The rule of construction that an agreement shall be interpreted against the party responsible for the drafting of the agreement, shall not apply.

2. DEFINITIONS

Unless the context indicates otherwise, the following expressions shall bear the meanings assigned to them and cognate expressions shall bear corresponding meanings:

- 2.1 "Approach Plan" plan attached hereto as Annexure "A", which sets out the Parties' approach to implementation of the Programme;
- 2.2 "Detailed Implementation Plan" plan to be developed by the Parties which will set out in details how the Programme will be implemented and which will be signed off by GDE, IDT and GDID and form an Annexure and an integral part of this Agreement;
- 2.3 "Effective date" the Signature Date;



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2.4 "EPWP"

the Expanded Public Works Programme that encourages contractors to generate employment by increasing labour intensity in projects;

2.5 "GDE"

the Gauteng Provincial Department of Education herein represented by **BOY NGOBENI** in my capacity as the Head of Department, duly authorised thereto;

2.6 "GDID"

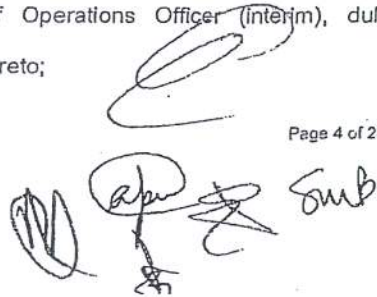
the Gauteng Provincial Department of Infrastructure Development herein represented by **MAPULA M. MODIPA** in my capacity as the Head of Department, duly authorised thereto;

2.7 "GDF"

the Gauteng Provincial Department of Finance herein represented by Ms N. Tshabalala in my capacity as head of Department, duly authorised thereto;

2.8 "IDT"

the Board of Trustees of the Independent Development Trust; a trust registered in terms of the laws of the Republic of South Africa, with registration number: 669/91, herein represented by Mr **IAN ELLIS** in his capacity as the Chief Financial Officer and Mr **AYANDA WAKABA** in his capacity as the Chief Operations Officer (interim), duly authorised thereto;



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2.9 "JBCC"

the Joint Building Contracts Committee;

2.10 "Legal Costs"

the costs relating to litigation that may be instituted by the Programme Creditors or third parties against the IDT due to failure by IDT, GDE or GDID to comply with any provision of this Agreement. It being agreed that the legal costs will include the capital amount claimed and the legal fees. In the event that this Agreement is terminated or is expired, and there is pending litigation, the legal costs will be the capital claimed and 10% of the capital as estimate for legal fee and the balance will be invoiced later after the finalisation of the matter;

2.11 "OHS Act"

the Occupational Health and Safety Act, No. 85 of 1993;

2.12 "Parties"

the GDE, GDID and the IDT and "the Party" means any of them as the context may indicate;

2.13 "PFMA"

the Public Finance Management Act, No. 1 of 1999 including all the Treasury Regulations promulgated in terms of the PFMA;

2.14 "Programme"

the Gauteng Schools Infrastructure Programme to be implemented by the IDT in terms of this Agreement and on behalf of GDE;

2.15 "Programme Budget"

the funds to be made available by GDE for the implementation of the Programme which will be inclusive of VAT and Management Fee but exclusive of escalation or any possible changes relating to the Implementation of the Programme;



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2.16 "Programme Creditors"

the professional consultants, contractors and service providers to be procured by the IDT for the implementation of the Programme;

2.17 "Programme Sites"

the areas where upon the Programme will be implemented, a list of which will be furnished by GDE to the GDID who in turn will furnish the list to IDT in terms of this Agreement;

2.18 "Signature Date"

the date of signing this Agreement by the last Party;

2.19 "Province"

the Gauteng Province;

2.20 "PSC"

the Provincial Steering Committee to be established by the Parties in terms of this Agreement;

2.21 "this/the Agreement"

this Service Delivery Agreement and the Annexures referred to/ attached herein; and

2.22 "Year"

financial year commencing on 01 April and ending on 31 March.



3. THE APPOINTMENT AND THE PROGRAMME

- 3.1 GDID hereby appoints the IDT to implement the Programme and the IDT accepts the appointment on terms and conditions of this Agreement.
- 3.2 The Programme aims at accelerating the delivery of school Infrastructure within the Province by utilising the alternative construction methods. Energy efficiency and community participation are pre-requisites of the Programme.
- 3.3 Management of the programme will be based on the Infrastructure Delivery Management System (IDMS) and the Infrastructure Gateway System (description of the processes and documentation available on the CIDB website).

3.3 The Programme will be implemented in accordance with the EPWP principles and guidelines and

3.4 The Parties agree that this Agreement shall be subject to the fulfilment of the suspensive conditions set out in Clause 7 below.

4. ALLOCATION OF THE PROGRAMME BUDGET

4.1 GDE retains the overall accountability of transferring the Programme Budget to the IDT.

4.2 The Programme Budget is in the amount of R150m. Amounts of R36m and R114m for the 2011/12 and 2012/13 financial years respectively. This will be reviewed and confirmed in writing depending on the performance of the Programme.

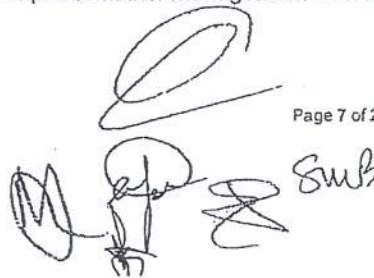
4.3 GDE shall within 10 (ten) Business Days after the Signature Date, transfer to the IDT 10% (ten percent) of R150m (One hundred and fifty million rands) inclusive of VAT and thereafter, tranches monthly in advance based on performance and as per cash-flows projections submitted by the IDT and approved by GDE in collaboration with the GDID. This clause will be implemented based on CIDB Practice Note 19.

4.4 The IDT will in managing the Programme Budget, comply with the provisions of the PFMA applicable to it as the Major Public Entity as well as all other legislation that may be applicable in terms of implementation of this Agreement.

4.5 All the funds relating to the implementation of the Programme will be kept in IDT's dedicated Programme bank account and all the interest accrued there from will be for the credit of GDE and will be refunded to GDE on the closure of the Programme after all bank costs and charges have been deducted should there be a remaining a credit balance and save for the Legal Costs (if there is pending litigation).

4.6 The Parties agree that the IDT will be entitled to charge a management fee at 3,5% (three comma five percent) of the Programme Budget. The IDT will deduct the management fee quarterly, based on the actual Programme expenditure.

4.7 The Parties may renegotiate the management fee agreed upon in this Agreement should the requirements or the scope of the Programme implementation management warrant so.



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- 4.8 The IDT shall in addition to other reports, account to the GDID and GDE monthly in respect of the Programme Budgetary expenditure and programme status / performance in accordance with agreed formats. In the event that the Auditor-General conducts an audit of the Programme, the IDT shall submit a copy of the audit report to both GDE and GDID.
- 4.9 The IDT shall utilise the Programme Budget transferred by the GDE to settle accounts of the Programme Creditors, to recover the management fee and settle the Legal Costs (if there is litigation on any project).
- 4.10 GDE will be liable for all the costs, expenses and damages incurred by the Programme Creditors, in the event that the GDE cancels or suspends the Programme or any portion thereof for reasons not relating to IDT's fault. GDE, DID and GDF will not incur any legal costs whatsoever for any litigation matters between IDT and its service providers.
- 4.11 In the event that the legal action is instituted against the IDT by the third parties and/or Programme Creditors, due to GDE or GDID failure to perform any of their responsibilities in terms of this Agreement, the IDT will furnish the GDE with the copies of all pleadings and the invoices for legal costs incurred. The legal costs will be recovered from the Programme Budget.
- 4.12 In the event that the legal action is instituted against the IDT by the third parties and/or Programme Creditors, due to IDT's failure to perform any of their responsibilities in terms of this Agreement, the IDT will bear all the costs. The legal costs will not be recovered from the Programme Budget.
- 4.13 In the event that the IDT utilises its own financial resources to cover any liability that is due and payable by the GDE in the Programme, the GDE will be liable to the IDT for such financial resources and interest thereon. Such interest will be calculated at the prevailing prime lending rate, will be charged on the daily balance and the IDT will invoice the GDE.




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4.14 Retentions that may be withheld from the contractors for the purpose of guarantee on their deliverables will, at all times, be regarded as monies already expended. For the purpose of reporting to the GDE and GDID, such retentions will, however, be shown separately.

4.15 At the conclusion of this engagement, the IDT, GDE and GDID shall adhere to the terms of the close-out process as outlined in the Approach Plan or its Detailed Implementation Plan and GDE shall, without delay, provide written instructions as required regarding the disposal of any balances that may be in the Programme bank account at that stage save for legal costs (if there is pending litigation).

5: PERIOD OF THIS AGREEMENT AND TERMINATION

5.1 This Agreement will commence on the Effective Date and will be valid for a period of 18 months from this date. The Parties agree that in the event of circumstances arising, which render impractical the completion of the activities contained herein within the period of this Agreement, the Parties will liaise and agree on an appropriate extension of time.

5.2 Save for instances of breach of this Agreement where less notice is required, any Party may terminate this Agreement by giving 1 (one) calendar month written notice to other Parties for whatsoever reason.

5.3 Any termination of this Agreement will be without prejudice to the rights of any party in respect of anything done or omitted under this Agreement before termination or regarding any sums or other claims outstanding at the time of termination

5.4 Should any Party give notice of termination of this Agreement, then, notwithstanding any dispute about the validity or efficacy of such notice, the IDT shall:

5.4.1 On demand, immediately make available to GDID all records, agreements, accounts and other information generated pursuant to this Agreement;

5.4.2 On demand cede and assign to GDID all rights and obligations which emanate from agreements entered into between the IDT and the Programme Creditors, in pursuance of this Agreement; and

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5.4.3 Transfer back to GDE, all the uncommitted funds in the Programme bank account plus interest save for Legal Costs (if there is pending litigation).

5.4.4 Any wastage by IDT which results from any bad/poor decision on their part will be funded from the IDT resources at the time of withdrawal of the project.

6. RESPONSIBILITIES OF THE PARTIES

6.1 THE IDT

Without limiting to general nature hereof, the IDT shall:

6.1.1 in consultation with GDID and GDE, within 30 (thirty) Business Days from the Signature Date, develop the Detailed Implementation Plan;

6.1.2 utilize the Programme Budget strictly for the implementation of the Programme and will adhere to and act strictly in terms of the generally accepted accounting principles;

6.1.3 ensure that all work be carried out strictly in accordance with the requirements of the OHS Act and all relevant built environment regulations promulgated there under. In this regard the IDT shall be compelled to ensure that an Occupational Health and Safety Plan is approved and enforced for each and every project. The status of compliance with the OHS Act shall be monitored and reported on in reports submitted by the IDT.

6.1.4 contract directly with all the Programme Creditors as the independent contractors;

6.1.5 within 14 (fourteen) Business Days from the Signature Date, open a dedicated bank account for the Programme Budget and communicate the banking details to GDE;

6.1.6 submit monthly cash flow projections and expenditure reports to GDE and GDID;

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- 6.1.7 over and above the monthly reports, report to GDE and GDID in a manner set out in the Approach Plan;
- 6.1.8 keep minutes and records of all site meetings and activities in respect of the Programme in terms of the National Archives of South Africa Act, No 43 of 1996 and will
- 6.1.9 refer all requests for decisions to GDID;
- 6.1.10 at all times act in the best interests of GDE, this clause also means that the IDT is required to take appropriate action against the Programme Creditors who are found to be negligent or who do not comply with the terms of their relevant agreements;
- 6.1.11 ensure that the Programme is timeously implemented in accordance with the Detailed Implementation Plan and designs, drawings and specifications;
- 6.1.12 carry out all its obligations to be set out in the Detailed Implementation Plan; and
- 6.1.13 nominate the relevant persons to represent the IDT at the Programme committees.
- 6.1.14 Provide oversight office space for GDID in IDT's regional offices



6.2 GDE

Without limiting to general nature hereof, GDE shall:

- 6.2.1 be politically accountable for the Programme;
- 6.2.2 be responsible for the transfer of the Programme Budget to the IDT in a manner set out in clause 4.3 above;
- 6.2.3 ensure fulfilment of the Conditions Precedent set out in clause 7 below;
- 6.2.4 ensure timeous approval of the cash flow projections submitted by the IDT. It

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being agreed that the turn around time for all approvals required in terms of this Agreement will be 5 (five) Business Days;

6.2.5 within 15 (fifteen) Business Days from the Signature Date, furnish the IDT with the reporting format and grant the IDT the necessary access to GDE's systems in order to maintain information and populate reports as required in terms of this Agreement;

6.2.6 within 15 (fifteen) Business Days from the Signature Date, furnish the IDT with the Programme Sites list;

6.2.7 evaluate the performance of the IDT in consultation with GDID;

6.2.8 carry out all its obligations to be set out in the Detailed Implementation Plan;

6.2.9 ensure the cooperation of other relevant GDE stakeholders (e.g. principals, district officials, etc.) during the implementation of the Programme;

6.2.10 nominate the relevant persons to represent GDE at the Programme committees; and

6.2.11 at all times use its best endeavours to do all those things necessary to ensure that the IDT's liability to implement the Programme within the stipulated time is not hampered.

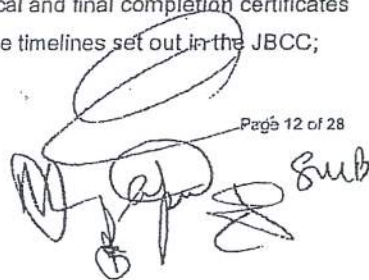
6.3 GDID

Without limiting to general nature hereof, GDID shall:

6.3.1 provide GDE and the IDT with technical support and advice to facilitate the management and implementation of the Programme;

6.3.2 ensure fulfilment of the Conditions Precedent set out in clause 7 below;

6.3.3 be responsible for the signing – off of all practical and final completion certificates in respect of each project in accordance with the timelines set out in the JBCC;

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- 6.3.4 carry out all its obligations to be set out in the Detailed Implementation Plan;
- 6.3.6 nominate the relevant persons to represent GDID at the Programme committees;
- 6.3.7 GDID is responsible for quality assurance; and
- 6.3.8 evaluate the performance of the IDT on the Programme.

6.4 GDF

Without limiting to the general nature hereof, GDF shall:

- 6.4.1 be responsible for ensuring the monthly claims of invoices by IDT for payments are achieved in at least five days in advance of the contractual period as agreed upon in the legal construction agreement with contractors.
- 6.4.2 provides DID, GDE and IDT with technical/financial support and advice to facilitate the management and implementation of the programme as and when required or deemed fit.
- 6.4.3 Monitor and evaluate the programme implementation as an oversight role for DID, GDE and IDT.
- 6.4.4 nominate responsible persons to represent GDF in the programme committees.
- 6.4.6 Provide financial oversight reporting on a monthly basis or as required to all HODs, MECs and the Premier.
- 6.4.7 at all times act in the best interest of GPG to ensure that all parties work together to jointly complete projects as agreed
- 6.4.8 keep minutes and records of all meetings chaired and furnish DID, GDE and IDT with such information.
- 6.4.9 ensure timeous approval of the cash flow projections'
- 6.4.10 ensure the cooperation of relevant stakeholders (national, provincial and local

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government departments) during the implementation of the programme

7. CONDITIONS PRECEDENT

7.1 The Parties agree that this Agreement shall be subject to the fulfilment of the following suspensive conditions that:

7.1.1 both GDE and GDID approve and sign off the Detailed Implementation Plan within 30 (thirty) Business Days of submission by the IDT;

7.1.2 GDID avails to the IDT approved Programme drawings and designs within 20 (twenty) Business Days from the Signature Date; and

7.1.3 GDE avails to the IDT the Permission to Occupy Certificates and Reservation certificates within 20 (twenty) Business Days from the Signature Date.

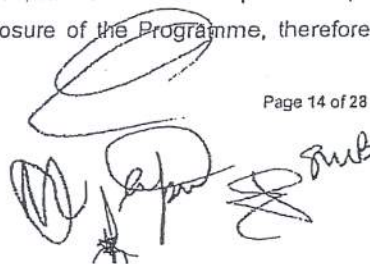
7.2 The Parties may at any time before the period stipulated for fulfilment therein, extend the period or waive in writing the above mentioned suspensive conditions.

7.3 Unless the suspensive conditions have been fulfilled or waived, the provisions of this Agreement will fall away and be of no further force or effect, and save for the claims for services rendered and damages suffered by the Programme Creditors in the event that they have been appointed, no party shall have any claim against others in terms hereof or arising from the failure of the suspensive conditions.

8. INSPECTION AND HAND - OVER

8.1 The GDE and GDID will be entitled, at any time and upon request, to inspect all books, records and documents in the possession or under the control of the IDT, relating to any matter contemplated in this Agreement, and to interview any person appointed in relation to the Programme, in order to ascertain whether the IDT has complied and/or is complying with its obligations under this Agreement.

8.2 Should the IDT conclude all close out processes in terms of this Agreement, and either GDE or GDID or both, do not fulfil their obligations in terms of the close out processes, it would be deemed that they have accepted the closure of the Programme, therefore

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authorizing the IDT to release all retentions and/or guarantees due in respect of the projects, thus releasing IDT of any further liability.

8.3 In case of the Programme completion being delayed only by lack of connection of bulk services, which services are out of the control of the IDT, the IDT shall hand – over the Programme after a waiting period of 60 (sixty) Business Days from final completion date. The IDT shall however, remain responsible for following up the effectiveness of the required connection even after the handover of the Programme, it being agreed that in the event that the IDT is still unable to connect the bulk services after 60 (sixty) working days from the hand – over date, the IDT will be released of this liability.

8.4 Upon successful completion of works by IDT and subsequent acceptance thereof by GDID and GDE, IDT / GDID will hand –over all the projects to GDID which will be responsible for the on-going operation, security and maintenance of the projects.

8.5 All the risks associated with the projects will automatically pass to GDID at final hand-over. In the event that the project is utilised for the purpose that it was built, at any stage, the risks associated with that project will automatically pass to GDID.

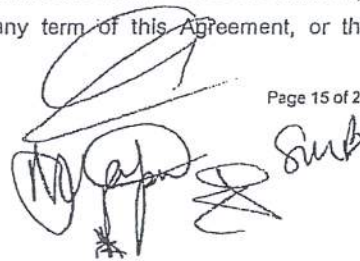
9. BREACH

9.1 In the event of any Party ("the defaulting party") committing a breach of material in terms of this Agreement and failing to remedy such breach within a period of 14 (fourteen) Business Days after receipt of a written notice from another Party ("the aggrieved party") calling upon the defaulting party so to remedy, then the aggrieved party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement without further notice, or to claim and recover damages from the defaulting party.

9.2 Failure to finalise the projects timeously due to the delays by either GDE or GDID or their failure to comply with any provisions of this Agreement shall not constitute a breach.

10. RESOLUTION OF DISPUTES

10.1 Should any difference or dispute arise which the Parties are unable to resolve amicably, whether in regard to the meaning or effect of any term of this Agreement, or the

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implementation of Parties' obligations under this Agreement, or any other matter arising from or incidental to it, that difference or dispute will be submitted to arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa, which will be heard in Johannesburg.

10.2 The arbitrator shall at all times have regard for the intention of the Parties and shall resolve the dispute in a summary manner.

~~10.3~~ Any award made by the arbitrator:

10.3.1 shall be final and binding upon the Parties;

10.3.2 shall be carried into effect by the Parties;

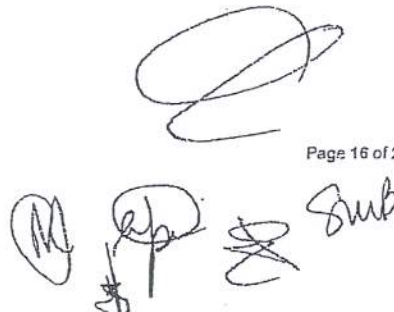
10.3.3 may only be made an order of court if the Party concerned fails to heed the terms of the award; and

10.3.4 may include an order directing the unsuccessful party to pay the costs of the arbitration and the expenses incurred by the successful party.

10.4 This Clause 10 shall survive the termination of the Agreement.

10.5 This clause shall constitute each Party's irrevocable consent to the arbitration proceedings, and no party shall be entitled to withdraw there from or to claim that such party is not bound by this clause.

10.6 If a Party fails to take part in these proceedings, such conduct shall constitute consent to an award being made against such party unless the reasons for failure are reasonably beyond the control of the defaulting party and are reported to the other parties as soon as reasonably possible.



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11. THE MANAGEMENT STRUCTURES

The Parties will establish the Programme Steering Committee with roles as set out below.

11.1 The Programme Steering Committee

11.1.1 The Programme Steering Committee will consist of the representatives from the Parties and will be chaired by the IDT's Regional General Manager.

11.1.2 The functions of the Programme Steering Committee shall include:

- monitoring the progress of the Programme; and
- to attend to any other functions which may be assigned to it by the Parties.

11.1.3 The Programme Steering Committee will meet at least once a month and at such places as they may agree from time to time.

11.2 The Parties will establish other committees as set out in the Approach Plan.

12. MANAGEMENT OF SCOPE CHANGE

12.1 Change to the Projects



12.1.1 In the event that the IDT identifies a need for a scope change, the IDT will quantify and submit the same to both GDID & GDE for approval/ disapproval.

12.1.2 The technical scope change will be considered by the GDID and the GDE within 5 (five) Business Days of submission by the IDT and the financial approval/disapproval will be obtained from GDE's delegate within 5 (five) days of submission by the IDT.

12.2 Variation Orders

12.2.1 If the cumulative value of the variation order(s) is/are below 20% of the project value and within individual project contingencies, the IDT will process and manage the approval of such variation orders. The status of these variation

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orders will be reported as part of the monthly reports to GDID and GDE

12.2.2 If the cumulative value of the variation order(s) on each project is above 20% of the project value or exceeds project contingencies, the IDT will make recommendation to the GDID and GDE for approval. The approval/disapproval process will not take more than 5 (five) Business Days and the IDT will not continue with the implementation of the relevant Project until the variation order(s) are approved/disapproved.

13. WARRANTIES AND INDEMNITIES

13.1 Warranties

The GDE and GDID warrant that:

13.1.1 they will carry out their obligations in terms of this Agreement timeously.

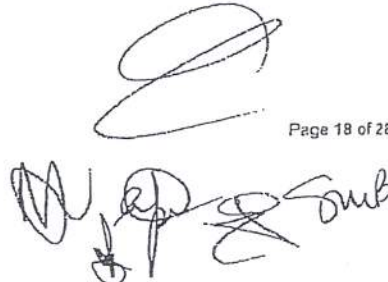
13.1.2 they will comply with all the legislative and regulatory requirements that may be applicable to them.

The IDT warrants that:

13.1.3 it will carry out the implementation of the Programme with promptness, and in accordance with the Detailed Implementation Plan and approved designs, drawings, Specifications and requirements of this Agreement

13.1.4 it is able and has the necessary systems, skills and expertise to implement the Programme and it will comply with all the legislative and regulatory requirements that may be applicable to it.

13.1.5 it will ensure that all Programme Creditors will for the duration of the Programme, keep the necessary performance indemnities, securities and guarantees.



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17.3 Any Party may change its *domicilium citandi et executandi* by means of a written notice to other Parties, provided that such *domicilium* must be a physical address within the Republic.

17.4 All notices contemplated under this Agreement must be delivered by hand or sent by e-mail or sent by prepaid registered post, in which latter event a notice will be deemed to have been received by the addressee seven (7) days after the previous date of posting.

18. CONFIDENTIALITY

18.1. The Parties accordingly agree to keep confidential, both during and after the termination of this Agreement, all such confidential information which may come to their knowledge, either directly or indirectly, during the course of or by virtue of their engagement in terms of this Agreement.

18.2. Information shall be revealed only to the Programme Creditors and employees of the Parties whose knowledge of the information is required for the performance of the terms of this Agreement and who shall assume the same obligations as the Parties in terms of this Agreement.

18.3. In the event that the Party is required by legal process to disclose any of the information aforesaid to any third party, it shall provide the other Parties with prompt notice of such requirement to enable the affected Party to seek a protective order or waive compliance with the provisions of this clause.

19. INSTRUCTIONS AND DIRECTIONS

19.1 The IDT shall comply with all reasonable written instructions and directions in relation to the Programme and/or this Agreement issued by GDID.

19.2 In the event of conflict of instructions and directions, the instructions and directions of GDE will prevail save for matters of technical nature or relating to specifications, on which the decision of GDID will prevail.



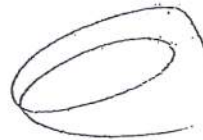
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20. GENERAL

20.1 No amendment or consensual termination of this Agreement will be of force or effect unless reduced to writing and signed by all Parties.

20.2 The relationship of the Parties in terms of this Agreement will involve a close collaboration as among independent contracting parties; and in the circumstances will not imply any partnership in the legal sense, nor will it constitute any Party the agent or authorized representative of the other(s).

20.3 The rights and obligations of the Parties in terms of this Agreement are not capable of being ceded, assigned, delegated or transferred by any of them to any other person, except with the prior written consent of the other Parties.



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20.4 No extension of time, latitude or other indulgence which may be given or allowed by any Party to the other(s); will constitute a waiver or novation of this Agreement, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Agreement.

Signed at Johannesburg this 21st day of November 2011

FOR AND ON BEHALF OF GDE:
THE HEAD OF DEPARTMENT

AS A WITNESS:

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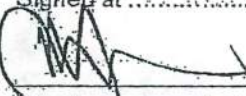
NAME

2. _____

NAME



Signed at JHB this 28th day of November 2011



FOR AND ON BEHALF OF GDID:
THE HEAD OF DEPARTMENT



 Smb

AS A WITNESS:

1. _____

NAME

2. _____

NAME

Signed at this day of 2011

FOR AND ON BEHALF OF GDF;
THE HEAD OF DEPARTMENT

AS A WITNESS:



1. _____

NAME

2. _____

NAME:


Signed at this day of 2011.



FOR AND ON BEHALF OF THE IDT:
THE CHIEF FINANCIAL OFFICER: MR IAN ELLIS



AS WITNESSES:

1. 

BRENDYN MEYER

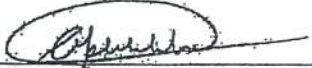
NAME

2. Stanley Makhozi Bhebe



NAME:


Signed at this day of 2011.



FOR AND ON BEHALF OF THE IDT:

THE CHIEF OPERATIONS OFFICER (INTERIM): MR AYANDA WAKABA

AS WITNESSES:

1. 

BRENDYN MEYER

NAME

2. Sus Bhebe

Stanley Makhozi Bhebe

NAME





ANNEXURE ^{44-A}
APPROACH PLAN



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