



MEMORANDUM OF UNDERSTANDING

Entered into between:

THABAZIMBI LOCAL MUNICIPALITY

herein Represented by: **Mr. Gopolang Clement Letsoalo**

in her capacity as: **Municipality Manager**

duly authorised hereto by virtue of the said **Municipality's**

Corporate System of Delegations, 2025

(hereinafter referred to as the "**Municipality**")

AND



AFRIFORUM NPO

a Non-Profit Organisation registered as such according to the laws of the
Republic of South Africa

herein represented by: **Jacobus Marthinus Kamfer**

in his capacity as: **Authorized representative**

duly authorized thereto

(hereinafter referred to as "**AfriForum**")

Municipality

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RECORDAL

WHEREAS AfriForum, as a civil, community-based institution active within the jurisdictional area of the **Municipality**, strive to enable, motivate and rally the support of community members and interested parties alike, to assume ownership and responsibility for, amongst others, the protection, safeguarding and maintaining of infrastructure and the environment of their respective communities;

AND WHEREAS the **Municipality** welcomes the assistance of other organizations and entities of the like in maintaining infrastructure, the safeguarding of communities and the sustainable management of the environment for generations to come;

AND WHEREAS partnerships of this kind are effective mechanisms to address challenges and finding prompt solutions for the said challenges;

AND WHEREAS the protection and maintenance of municipal infrastructure and the ability to deliver basic municipal services are increasingly becoming under threat for a variety of reasons;

AND WHEREAS the objective of this **MOU** is to provide a framework for collaboration between the Parties to solve, avoid or mitigate such threat;

NOW THEREFORE THE PARTIES AGREE TO ENTER INTO THIS MEMORANDUM OF UNDERSTANDING SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS: -

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1. DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions mentioned below shall, when used in this **MOU**, including this introduction, bear the meanings ascribed to them:

- 1.1 **"MOU"** means this **Memorandum of Understanding** and shall include any Annexures and/or Schedules and/or Attachments and/or Appendices and/or any Addenda hereto or incorporated herein by reference, as amended from time to time;
- 1.2 **"Business Day"** means any day from Monday to Friday, excluding Saturdays, Sundays or Public Holidays as defined in the *Public Holidays Act 36 of 1994* ("*Public Holidays Act*");
- 1.3 **"Municipality"** means the **Thabazimbi Local Municipality**, a municipality established in terms of the *Local Government: Municipal Structures Act 117 of 1998*; read with *Government Notice 1866 published in Provincial Gazette Extraordinary No 128 of 30 June 2010*, as amended;
- 1.4 **"Commencement Date"** means notwithstanding the **Signature Date**, the **1st of May 2025**;
- 1.5 **"JOC services"** means **Job Order Contracting Services**;
- 1.6 **"Legislation"** means the common law, all applicable statutes, statutory instruments, by-laws, regulations, ordinances, orders, rules and other secondary provincial or local legislation, treaties, policies, directives and codes of practice having force of law in South Africa or the province or locality within which the Parties are located, judicial

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decisions, notifications and all similar directives made pursuant thereto with which the Parties are bound to comply;

1.7 "**Parties**" means the **Municipality** and **AfriForum**, and "**Party**" shall mean any of them as the context requires;

1.8 "**Project**" means any project as agreed on by the Parties from time to time;

1.9 "**Signature Date**" subject to **Clause 1.4** above, means the date of signing of this **MOU** by the last Party signing;

1.10 "**Termination Date**" means the date on which this **MOU** terminates.

1.11 "**AfriForum**" means a **non-profit organization, established in 2006**, with a focus on representing civil rights and enabling and motivating community members to assume responsibility for their own communities by undertaking lawful actions and initiatives within the framework of the law.

2 INTERPRETATION

2.1 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this **MOU**.

2.2 Unless the context clearly indicates a contrary intention, any word connoting:

2.2.1 any singular shall be deemed to include a reference to the plural and *vice versa*;

2.2.2 any one gender shall be deemed to include a reference to the other gender; and

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- 2.2.3 a natural person shall be deemed to include a reference to a legal or juristic person, as the case may be, and *vice versa*;
- 2.3 The expiry or termination of this **MOU** shall not affect provisions of this **MOU** which expressly provide that they will operate after any such expiry or termination of this **MOU**.
- (a) Considerations of necessity and prudence shall remain relevant even after expiry of this **MOU** unless there are compelling and objective reasons to the contrary; Provided that any and all action or decision in this regard shall be informed by the best interest of the community notwithstanding that the clauses themselves do not expressly provide for this.
- (b) The best interest of the community shall at all times be the guiding criteria for any and all actions and / or decisions pursuant to this agreement of understanding.
- 2.4 The *contra proferentem rule*, of interpretation shall **not** apply to this **MOU**.
- 2.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.
- 2.6 Any reference to any legislation is a reference to such legislation as at the **Signature Date** and as amended or re-enacted, from time to time.
- 2.7 If any provision in a definition is a **substantive provision** conferring any rights or imposing any obligations on any party, then notwithstanding that it is only captured in this interpretation clause, effect shall be given to it as if it were a substantive provision in this **MOU**.

3 **INTRODUCTION**

- 3.1 In the spirit of **co-operative governance and development**, the Parties agreed to support each other and work in concert to address the following:

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- 3.1.1 observing any Legislation which has an impact on the Parties and their constituency, and which legislation may impact on the relationship between the parties and the terms and conditions pursuant to this **MOU**,
- 3.1.2 sharing views on any Legislation as stated above and to develop strategy best to address such Legislation;
- 3.1.3 supporting each other in the undertaking of agreed projects and initiatives, which projects and initiatives will be confirmed in writing by the parties by way of e-mail, in the areas as set out in **Annexure "A"**, which areas may be amended or supplemented from time to time as the case may be, by mutual agreement between the parties;
- 3.1.4 The agreed projects and initiatives as set out in **clause 3.1.3** above may include, but is not limited to:
- a) promotion of community-based waste removal and clean up initiatives;
 - b) grass cutting;
 - c) refuse removal;
 - d) alien plants removal;
 - e) assistance and support with identification of locations for litter traps and their installation and maintenance thereof;
 - f) identification of illegal dumping sites;
 - g) Community safety initiatives;
 - h) Support and assistance where appropriate in the city's maintenance initiatives;
 - i) Heightened patrols in identified areas by **AfriForum's** community safety structures;
 - j) Assistance in the determent of land invasions;
 - k) Consulting, planning and drafting of policies and initiatives contained herein;
 - l) Intelligence driven operations; and
 - m) Providing of air support (Drones).

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3.1.5 allowing each other's employees, representatives, and agents to have access to information in possession of the Parties necessary to carry out the projects outlined herein with the understanding that all information reviewed or obtained shall be subject to **clause 12** below.

3.2 This **MOU** records the totality of the terms and conditions of the agreement between the Parties.

4 CONFIRMATION OF MOU

4.1 The Parties confirm that the agreement referred to in **clause 3** above will be structured and concluded according to the following principles: -

4.1.1 this **MOU** may form the basis of a further and more detailed agreement and/or other written agreements ("**Definitive Agreements**") to be entered into between the Parties, which agreement(s) shall be based on the terms and conditions set out herein and otherwise contain reasonable terms and conditions for a mutually beneficial relationship between the Parties;

4.1.2 the Parties shall participate in projects, initiatives and campaigns in proportion to their available resources and manpower at any given stage;

4.1.3 the Parties shall attempt to manage and contain costs of the Project to a minimum or within the allocated budget. In the event that costs escalate, both Parties shall, after consultation, be liable in proportion to their role, function and interest of the project, campaign and initiative; and

4.1.4 the Parties shall invite such other party to participate in a Project, campaign or initiative and meetings held thereof, the frequency of which shall be communicated between the Parties.

5 DURATION

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- 5.1 This **MOU** shall, subject to **clause 2.3(a)** above, commence on the **Commencement Date** and shall endure for a **period of 3 (Three) years** until the **Termination Date**; Provided that **AfriForum** shall be entitled to have the agreement extended for **another period of 3 (Three) years** subject thereto that the **Municipality** does not assume any financial obligation in respect of such extension.

6 THE MUNICIPALITY'S OBLIGATIONS

- 6.1 The **Municipality** shall be responsible for the following: -

6.1.1 Support of community clean ups, community safety initiatives and/or any other endeavors as set out in **clauses 3.1.3 and 3.1.4** above, which may include but are not limited to: -

- (a) Cooperation in **JOC services** if deemed necessary;
- (b) Removal of waste and transportation to landfill after clean-ups;
- (c) Promotion of the clean-ups and/or any other initiative, campaign and project dependent on factors beyond the **Municipality's** control.
- (d) Intergovernmental relations to address upstream sources of pollution and environmental destruction;
- (e) Engagement for community safety initiatives and support on a regular basis;
- (f) Wetlands rehabilitation/construction;
- (g) Alien invasive management;
- (h) Erosion control and riverbank stabilization;
- (i) Support and assistance were appropriate in city initiatives to maintain infrastructure,

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- (j) Engagement with **AfriForum** with regards to environmental matters to facilitate assistance thereto on a regular basis;
- (k) Consulting on matters as agreed upon between the parties from time to time.
- (l) Grass cutting and park maintenance;
- (m) Clearing of stormwater management systems;
- (n) Proactive management of sewage spills;
- (o) Supply of earth moving equipment where necessary/available for ease of access to river if deemed fit;

6.2 The **Municipality** shall be entitled to grant third parties and other institutions similar permission and enter into similar agreements in respect of those or such areas which have not been allocated to **AfriForum**. The principle of **first come first granted** (*prior in tempore potior in iure*), will apply.

7 AFRIFORUM'S OBLIGATIONS

7.1 **AfriForum** shall be responsible for the support of community clean ups, community safety initiatives and/or any other endeavors as set out in **clauses 3.1.3 and 3.1.4** above, which may include but are not limited to:

7.1.1 Community safety, infrastructure maintenance and environmental projects, campaigns, initiatives which may include awareness: -

- (a) Host regular coordinated community initiatives and events;
- (b) Through events and initiatives, creating a safe environment and deterring crime for the local and neighboring communities;
- (c) Identification of crime hot spots and furnishing recommendations to deter same;
- (d) Innovation: Advice on new ways to assist the **Municipality** in fulfilling its mandate;

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- (e) Monitoring through structures:
- (f) Identify and communicate sources of pollution;
- (g) Report sewage findings;
- (h) Supplementary water quality monitoring;
- (i) Report and assisting in the maintenance of faulty infrastructure;
- (j) Report on criminal activities;
- (k) Report on activities at designated hotspots, infrastructure or key points identified by the **Municipality**
- (l) Stakeholder Engagement & Awareness:
 - (i) Public and private sector engagement;
 - (ii) Providing training.

8 COMPOSITION OF A WORKING COMMITTEE

- 8.1 The Parties shall establish a **working committee** consisting of an equal number of persons from both Parties by way of appointment on a regular basis as set throughout the agreement. The **maximum number** of the working committee may **not exceed 10 people**, excluding **co-opted non-executive members** relevant to a specific project, initiative, or campaign.
- 8.2 The members of the **working committee** shall have legal, infrastructure maintenance, political, community safety and environmental knowledge expertise sufficient to give effect to this **MOU** and to assist the working committee to deliver on its mandate with ease.
- 8.3 The members of the **working committee** shall appoint amongst their numbers **one member** to act as the **chairperson** of the **working committee**.

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- 8.4 Members of the **working committee** are responsible for the powers and functions delegated to them provided for in this **MOU**.
- 8.5 Members of the **working committee** are accountable, through the chairperson, collectively and individually to the representatives of the Parties for the exercise of their powers and the performance of their functions.
- 8.6 The chairperson of the working committee shall provide the representative members of the Parties with **full and regular reports and action plans** concerning matters under their control.

9 **FUNCTION AND POWERS OF THE WORKING COMMITTEE**

- 9.1 The **working committee** shall: -
- 9.1.1 Draft a **quarterly joint work plan** to develop a schedule of activities for the coming quarter;
 - 9.1.2 Meet on a **quarterly basis** to review the activities from the past quarter;
 - 9.1.3 Meet as and when required to address bottlenecks and barriers;
 - 9.1.4 Prepare a **quarterly report** to be considered by oversight departments;
 - 9.1.5 Prepare an annual report documenting progress and achievements for the past year; and
 - 9.1.6 Represent the **Municipality** in relevant Intergovernmental Relations platforms.

10 **MEETINGS OF THE WORKING COMMITTEE**

- 10.1 The **chairperson of the working committee shall convene ordinary meetings at regular intervals**, as the Parties deem fit, at a time and place determined by the chairperson, of which at least **14 (fourteen) days' notice** must be given by the chairperson containing an agenda of the meeting.

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- 10.2 The chairperson through the representatives of the Parties may call a special meeting, of which at **least 7 (seven) days' notice** must be given, for a specific purpose or purposes at which no other business other than that contained in the agenda for which the meeting has been called may be discussed.
- 10.3 A **quorum** at any meeting shall be **fifty percent of the members** of the **working committee**.
- 10.4 If within **half an hour** from the time appointed for a meeting a **quorum** is not present, the meeting shall stand adjourned to the same day in the next week at the same time, and if at the adjourned meeting a **quorum** is not present within **half an hour** of the time appointed for the meeting, the **members of the working committee present shall form a quorum**.
- 10.5 The **chairperson** may, with the consent of members of the working committee at which a **quorum** is present, **adjourn** the meeting from time to time and from place to place, but **no business** shall be transacted at any **adjourned meeting** other than the **business left unfinished** at the meeting from which the **adjournment** took place. When a meeting is adjourned as a result of a direction given in terms of this clause, notice of the adjourned meeting shall be given in the manner prescribed by **clause 10.2** above but it shall not be necessary to give any notice of an **adjournment** or of the business to be transacted at an **adjourned meeting**.
- 10.6 At any meeting of the members of the **working committee** a resolution put to the **vote** of the meeting shall be decided on a **show of hands**.
- 10.7 A **declaration by the chairperson that a resolution** has, on a **show of hands, been carried, or carried unanimously**, or by a particular majority, or lost, and an entry to that effect in the minute book of the **working committee**, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favor of, or against, such resolution. No **objection** shall be raised as to the admissibility of any **vote** except at the meeting or adjourned meetings at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be

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valid for all purposes. Any such objection shall be referred to the chairperson, whose decision shall be final and conclusive.

- 10.8 In the case of an **equality of votes**, the **chairperson** shall be entitled to a **second, decisive or casting vote**.
- 10.9 At any meeting of the members of the working committee **each member** present in person or by **proxy**, shall have **one vote**.
- 10.10 A **proxy** will be another member of the **working committee**.
- 10.11 The form appointing a **proxy** shall be in writing under the hand of the appointer or of his agent duly authorized in writing. The **proxy** shall be entitled to vote, to attend and take part in the meeting he has been duly authorized to attend.
- 10.12 The form appointing the proxy shall be in the same format as the proxy form attached hereto as **Annexure "A"**.
- 10.13 The form appointing a **proxy** shall be lodged with the **chairperson not less than 24 (twenty four) hours (or such lesser period as the members of the working committee may unanimously determine in relation to any particular meeting) before the time for holding the meeting (including an adjourned meeting) at which the person named in the form proposes to vote, and in default the form of proxy shall not be treated as valid. No form appointing a proxy shall be valid after the expiration of one month from the date when it was signed, except at an adjourned meeting unless otherwise specifically stated in the proxy itself.**

11 MINUTES OF THE MEETING AND SUMMARY OF EVIDENCE

- 11.1 The **working committee** shall appoint from its number, one person to keep or cause to be kept, minutes of the proceedings of every working committee meeting.

- 11.2 The **minutes** of a meeting must reflect: -

11.2.1 the names of the members of the working committee attending;

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- 11.2.2 the names of the members of the working committee absent;
- 11.2.3 any adjournment of the meeting;
- 11.2.4 all the resolution taken.
- 11.3 The minutes of a meeting must be delivered to all members of the **working committee** or be made electronically available with a notice of the next meeting.
- 11.4 Minutes delivered to members of the **working committee** are deemed read with a view to the approval.
- 11.5 No proposal regarding the minutes except a proposal relating to the accuracy thereof may be allowed.
- 11.6 The minutes of a meeting, if in order, must be approved at the next meeting of the working committee.
- 11.7 Minutes shall be signed by the chairperson and be kept in the Office of the Municipality Sustainability Unit, and
- 11.8 All resolutions of the working committee shall be signed by a person. nominated by the working committee.

12. CONFIDENTIALITY

- 12.1 The parties acknowledge that all information relating to the parties' confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the parties' of their business which shall include, but shall not be limited to operating procedures, quality control procedures, approximate operation personnel requirements, descriptions and trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers, relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in

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whole or in part, used by the parties in respect of their business;
("Confidential Information"), shall remain confidential and shall not be made known unless the parties have given written consent to do so.

12.2 The information provided by the parties in the context of this Agreement is Confidential Information and the parties shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.

12.3 The parties undertake not to disclose any such **Confidential Information**. However, there will be no obligation of confidentiality or restriction on use where:

12.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving Party; or

12.3.2 the information was already known to the receiving Party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the Parties or their affiliates; or

12.3.3 The information was received from a third Party not in breach of an obligation of confidentiality.

13. **CO-OPERATION**

The Parties undertake to co-operate with each other in all respects to give effect to this **MOU** according to its intent and purpose.

14. **GOOD FAITH**

In the implementation of this Agreement, the Parties undertake to observe the utmost **good faith** and they warrant in their dealings with each other that they shall neither do anything nor refrain from doing anything which might prejudice or detract from the rights, assets or interests of any Party.

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15. BREACH

In the event of either one of the parties ("the defaulting party") committing a breach of any of the other terms of this Agreement and failing to remedy such breach within a **period of 14 (fourteen) days** after receipt of a written notice from the other party ("the aggrieved party") calling upon the defaulting party to remedy the said breach, then the aggrieved party shall be entitled at his sole discretion and without prejudice to any of his other rights in law, either to claim specific performance of the terms of this Agreement or to cancel this Agreement forthwith and without further notice and claim and recover damages from the defaulting party.

16. DISPUTE RESOLUTION


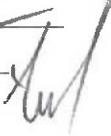
- 16.1 All disputes that exist between the parties must be resolved between them amicably, with the help of the committee in the way and manner the Chairperson sees fit.

17. LAWS AND JURISDICTION

- 17.1 This **MOU** shall be governed by and interpreted according to the Law of the Republic of South Africa.
- 17.2 Each Party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this **MOU** including its termination. Each Party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (Pretoria)).

18. NOTICES AND COMMUNICATIONS

- 18.1 The Parties choose as their respective *domicilium citandi et executandi* (hereinafter referred to as the "*domicilium*") and for the delivery of any notices arising out of the **MOU** or its termination or cancellation, whether in respect of

Municipality 
AfriForum: 



court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address set out below: -

18.1.1 **MUNICIPALITY:** -

7 Rietbok Street

Thabazimbi

0380

Postal Address: -

Private Bag X530

Thabazimbi

0380

Attention: Mr. Gopolang Clement Letsoalo

Telephone: 014 777 1531

Email: thabazimbimm@gmail.com

18.1.2 **AFRIFORUM:** -

58 Union Avenue

Kloofsig

Centurion

Attention: Marnus Kamfer

Telephone: 063 694 2325

086 10 200 30

Fax: 012 664 0342

Email: Marnus.kamfer@afriforum.co.za

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Postal Address: -

P.O. Box 17216,

LYTTELTON,

0140

18.2 Each Party shall be entitled from time to time, by written notice to the other Party(s), to vary its' *domicilium* to any other address which is not a Post Office Box or a Poste Restante.

18.3 Any notice given by any Party to another Party (hereinafter referred to as "the addressee") which: -

18.3.1 is delivered by hand during normal business hours of the addressee at the addressee's *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

18.3.2 is posted by prepaid registered post to the addressee at the addressee's *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the **seventh (7th) day** after the date of posting.

18.3.3 is e-mailed to the email address of the contact person of the relevant party as set out in **clauses 18.1.1 and 18.1.2**, and reflect under "sent" items, until the contrary is proved by the addressee, to have been received on the day the e-mail was sent.

18.3.4 is sent by facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within **one (1) hour** of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.

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19.4 SURVIVAL OF OBLIGATIONS

Any provision of this **MOU** which contemplates performance or observance subsequent to any termination or expiration of this **MOU** shall survive any termination or expiration of this **MOU** and continue in full force and effect.

19.5 APPROVALS AND CONSENTS

An approval or consent given by a party under this **MOU** shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this **MOU** nor shall it be construed as a waiver of any rights under this **MOU** except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this **MOU**. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant party to be of any effect, unless agreed.

19.6 PUBLIC LIABILITY INSURANCE

In order to indemnify the **Municipality** against all claims arising from such loss or damage **AfriForum** shall, at his own cost, take out a **public liability policy** including **SASRIA (South African Special Risks Insurance Association)**, cover in the joint names of the **AfriForum** the **Municipality** for the duration of this agreement in terms of which both the **AfriForum** and the **Municipality**, jointly and severally shall enjoy coverage for their respective rights and interests of at least **R10 million (ten million rand)** per claim with the number of claims being unlimited, subject thereto that the **Municipality's Chief Financial Officer** may at any time require that the coverage be increased in terms of such policy.

AfriForum, shall for the duration of this agreement, annually upon request of the **Municipality's Group Finance Department** submit proof of the existence of the public liability policy to the **Municipality's Group Finance Department**.

Municipality 

AfriForum: 

Municipal Manager or Person delegated by the Municipal Manager



20. AUTHORITY WARRANT

20.2 The signatories to this **MOU** by their signature warrant their authority to enter into this **MOU** and the capacity of their principal, if signing in a representative capacity to enter into this **MOU**.

Signed at Mabazansi on this 04th day of June 2025

For and on behalf of the **MUNICIPALITY**

duly represented by

Godfrey Clement Lebalo

Signed at Kloofsig on this 17 day of JUNE 2025

For and on behalf of **AfriForum**

duly represented by

J.M. KAMFER

Municipality [Signature]

AfriForum: [Signature]



(Indicate instruction to proxy by way of a cross in space provided above)

Unless otherwise instructed, my proxy may vote as he thinks fit.

Signed this _____ day of _____ at _____

_____ (Signature)

[Name and Surname]



Municipality GC
AfriForum: GC