

**PERFORMANCE AGREEMENT
FOR
YEAR 2018/2019**

MADE AND ENTERED INTO BY AND BETWEEN

Mrs. Adelaide Nomnandi Dlamini

The Municipal Manager of the Harry Gwala District Municipality
(Hereinafter referred to as the "Municipal Manager")

And

Mr. David Bheki Makwaka

The Executive Director: Infrastructure Services of the Harry
Gwala District Municipality
(Hereinafter referred to as "Executive Director")

INTRODUCTION

(1) The Employer has entered into a contract of employment with the Employee in terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as "the Parties".

(2) Section 57(1)(b) of the Systems Act, read with the Memorandum of Agreement of Employment concluded between the parties, requires the parties to conclude an annual Performance Agreement. The employer must conclude a Performance Agreement within 90 days of assumption of duty and renew it annually within one month of the commencement of the beginning of the financial year.

(3) The parties will ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals as defined in the municipal IDP.

(4) The parties will ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to –

2.1. Comply with the provisions of Section 57(1)(b),(4A),(4B) and (5) of the Systems Act as well as the Memorandum of Agreement of Employment entered into between the parties;

2.2. Comply with the provisions of section 32(1)(b), (c),(d), sub-section (2)(a)(i) and (ii), sub-section (3) and (4)(a),(b), (c)(i) and (ii) of the Municipal Finance Management Act and adhere to the finance policies, laws, procedures and other legal prescripts.

2.3. To ensure that all Heads of Departments implement the Risk Mitigation Plans timely in line with the Risk Management register.

2.4. To comply with provisions made in regulation 14 subsection (1) (c) (i) and (ii), sub-section (4)(a)(i), (ii), (iii) of the Local Government: Municipal Planning and Performance Management Regulations of 2006, all Head of Department to prioritize

the implementation of unresolved audit queries in line with the recommendations made by the Internal Audit Unit

2.5. To ensure that all Heads of Departments prepare the quarterly performance reports and submits to the Performance Management Unit timely with the Portfolio of evidence and the signed Quality Assurance Certificate.

3. COMMENCEMENT AND DURATION

3.1. This Agreement will commence on the 1 July 2018 and will remain in force until 30 June 2018 where after a new Performance Agreement and new Performance Scorecard/SDBIP shall be concluded between the parties for the next financial year or any portion thereof.

3.2. The parties will review the provisions of this Agreement during June each year and will conclude a new Performance Agreement (and Performance Scorecard/SDBIP) that replaces this Agreement at least once a year but not later than one month after the commencement of the new financial year.

3.3. This Agreement will terminate on the termination of the Employee's contract of employment for any reason.

3.4. The content of this Agreement may be revised at any time during the abovementioned period to determine the applicability of the matters agreed upon.

3.5. If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

3.6. Any significant amendments/ deviations referred to in 3.4 and 3.5 above must take cognisance of, where relevant, the requirements of sections 34 and 42 of the Systems Act, and must be done in terms of regulation 4 (5) of the Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to the Municipal Manager, 2006 ("the Regulations").

4. PERFORMANCE OBJECTIVES

4.1. The Performance Scorecard /SDBIP sets out-

4.1.1. The performance objectives and targets that must be met by the Employee; and

4.1.2. The time frames within which those performance objectives and targets must be met.

4.2. The performance objectives and targets reflected in Annexures "A" are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target dates and weightings.

4.3. The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe in which the work must be achieved. The weightings show the relative importance of the key objectives to each other. The Quality Assurance Certificate must be signed by the Executive director Infrastructure Service department to commit that the performance information provided is accurate and reliable.

4.4. The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

5 PERFORMANCE MANAGEMENT SYSTEM

5.1. The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer itself, management and municipal staff of the Employer.

5.2. The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.

5.3. The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

5.4. The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.

5.5. The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which are contained in the Performance Agreement.

5.6. The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Managerial Requirements (CMRs) respectively.

5.7. KPA's covering the main areas of work will account for 80% and CMRs will account for 20% of the final assessment.

5.8. Each area of assessment will be weighted and will contribute a specific part to the total score.

5.9. The Employee's assessment will be based on his performance in terms of the outputs/ outcomes (performance indicators) identified as per attached SDBIP/Performance Scorecard (Annexure "A" and "B"), which are linked to the KPA's, and will constitute 80% of the overall assessment result as per the weightings agreed to between the Employer and Employee:

Responsibilities contained in the employee's Job Description linked to the Key Performance Areas (KPA's) in his/her SDBIP/Performance Plan	Weighting
1. Service Delivery and Infrastructure	60
2. Municipal Transformation and Organisational Development	5
3. Local Economic and Social Development	15
4. Good Governance and Public Participation	10
5. Municipal Financial Viability and Management	10
TOTAL	100%

5.10. The CMRs will make up the other 20% of the Employee's assessment score. CMRs that are deemed to be most critical for the Employee's specific job should be selected (✓) from the list below as agreed to between the Employer and Employee.

Annexure "D" provides the scoring template for the Core Competency requirements identified in the Table hereunder.

Core Competency Assessments will be conducted during quarterly face-to-face Performance Assessments. The Mayor shall conduct Core Competency Assessments for the Municipal Manager. The Municipal Manager shall conduct Core Competency Assessments for Section 57 Managers. Where agreement on the allocation of a score (on the range 1 – 5) cannot be reached, the onus rests with the Employee to provide evidence of their claim to possession of the disputed Core Competency.

Annexure "D" presumes the assessors will refer to the detailed Department of Public Service & Administration Guidelines (SMS Handbook Chapter 5) of what specific components of a Core Competency need to be demonstrated in order to qualify for the score awarded.

CORE MANAGERIAL COMPETENCIES		
LEADERSHIP COMPETENCIES		Weight
1.Strategic Direction & Leadership		15
2. People Management		15
3. Programme & Project Management		30
4.Financial Management		20
5.Change Leadership		10
6. Governance Leadership		10
Total	100%	100%

CORE COMPETENCIES		
		% Weight
1.Moral Competencies		15
2. Planning & Organizing		15
3. Analysis & Innovation		15
4.Knowledge and Information Management		15
5. Communication		10
6. Results and Quality focus		15
Total	100%	100%

6. EVALUATING PERFORMANCE

6.1. The organisation's PMS Policy and User Manual to be read together with this Agreement sets out:

6.1.1. The standards and procedures for evaluating the Employee's performance; and

6.1.2. The intervals for the evaluation of the Employee's performance.

6.2. Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.

6.3. Personal growth and development needs shall be documented up-front in this Performance Agreement and additional needs may be identified during any performance review discussion. Annexure "C" documents in a Personal Development Plan, the Employee's personal growth and development needs at the beginning of the financial year as well as the actions agreed to. Implementation must take place within set time frames, including attendance at, at least 1 week-long training workshop per year – to allow the Employee to remain abreast of the latest developments in his/her field of work for the Employer.

6.4. The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

6.5. The Employee's performance will also be measured based on the performance of the people below him/her as set out in the individual score card which contributes to the goals and the strategic objectives set out in the IDP.

6.6. The annual performance appraisal will involve:

6.6.1. Assessment of the achievement of results for all the managers below section 54/57 managers as outlined in their individual scorecards.

6.6.2 Assessment of the CMCs

(a) Each CMC should be assessed according to the extent to which the specified standards have been met.

(b) An indicative rating on the five-point scale should be provided for each CMC.

(c) The applicable assessment rating calculator (refer to paragraph 7.5.1 above) must then be used to add the scores and calculate a final aggregate score.

7. Management of Performance Outcomes

Detail regarding the recognition and commensurate rewards for performance exceeding stipulated targets in the SDBIP are documented in the municipality's PMS Policy and User Manual – according to the August 2006 PMS Regulations.

Annexure "E" provides the process to be followed in the event the Employer fails to meet his/her performance objectives. Poor performance shall be deemed consistent once two consecutive quarterly performance face-to face appraisals reveal declining achievements against set targets.

8. Recognition for Performance of additional tasks

Over and above KPA's where performance will be measured against SDBIP entries, recognition may be given for the performance of additional tasks. Rewards will be at the discretion of the Harry Gwala District Municipality's Executive Committee.

8.1. Complying with section 32(1) (c) (d) of the Municipal Finance Management Act, No 56 of 2003 which states that any official of the municipality who deliberately or negligently committed, made or authorized an irregular expenditure, is liable for that expenditure

8.2. Any official of the municipality who deliberately or negligently committed, made or authorized a fruitless and wasteful expenditure is liable for that expenditure

8.3. Prioritizing the implementation of unresolved audit queries in line with the recommendations made by the Internal Audit Unit in the audit assignment.

8.4. Prioritizing the Risk Mitigation Plans timely in line with the Risk Management register

8.5. Adhering to all the financial management legal prescripts (policies, laws, resolutions and procedures).

8.6. Comply with regulation 10 of the Local Government: Municipal Planning and Performance Management Regulations (2001) by ensuring provision of work opportunities and income support to poor and unemployed people through labour intensive on capital projects, internship programme, local economic development initiatives and Expanded Public Works Programme.

8.7. Rewards regarding the above mentioned tasks will be at the discretion of the Harry Gwala District Municipality's Executive Committee.

9. Performance Reviews

The evaluation of the Executive Director: Infrastructure Services performance will be done by:

1. The Municipal Manager
2. Chairperson of the Performance Audit Committee or the Audit Committee in the absence of the Performance Audit Committee
3. Municipal Manager from another Municipality
4. Human Resource Manager
5. One Executive Committee Member

An audited performance report will be tabled to the Executive Committee.

The performance of the Executive Director: Infrastructure Services shall be reviewed on the following dates:

First Quarter: July-September	Date: 30 October 2018
Second Quarter: October-December	Date: 31 January 2019
Third Quarter: January- March	Date: 30 April 2019
Fourth Quarter: April-June	Date: 31 July 2019

10. Consequences of Substandard Performance

Where the Municipal Manager is, at any time during the Executive Director: Infrastructure Services employment, not satisfied with his performance with respect to any matter dealt with in this Agreement, the Municipal Manager will give three days written notice to the Executive Director to attend a meeting with the Municipal Manager to discuss the issues contained in the written notice.

The Executive Director: Infrastructure Services will have the opportunity at the meeting to provide the Municipal Manager with reasons for substandard performance

and the measures or programs being taken to ensure that the Executive Director's performance becomes satisfactory, including any dates for implementing these measures.

Where there is a dispute or difference as to the performance of the Executive Director under this Agreement, the parties will confer with a view to resolving the dispute or difference.

If at any stage thereafter the Municipal Manager holds the view that the performance of the Executive Director: Infrastructure Services is not satisfactory, the municipality will, subject to compliance with a fair procedure and substantive fair reason contemplated in Schedule 8, namely: Code of Good Practice of the Labour Relations Act, Act 66 of 1995, be entitled by notice in writing to the Executive Director to hold a formal disciplinary hearing; or alternatively in terms of the provisions set out in Section 188 A of the Act, or whichever is applicable with a third party to chair the disciplinary hearing.

Nothing contained in this agreement in any way limits the right of the Municipality to terminate the employment of the Executive Director: Infrastructure Services with or without notice for any other breach of his obligations to the Municipality or for any other valid reasons in law.

11. RULING LANGUAGE

The contract is made in English, which shall be the ruling language. All correspondences between the parties to this contract and all reports and documentation pertaining to this contract shall be in English.

12. Terms of Contract

This contract shall be deemed to have been entered into on the 1st of July 2018 and will expire on the 30th of June 2019. The parties will enter into a new performance agreement that replaces this agreement by no later than the 31 of July 2018.

13. Dispute Resolution

Any disputes about the nature or content of the Employee's Performance agreement, must be mediated by-

The member of the Executive Council responsible for local government in the province, in the case of the Municipal Manager, or other person appointed by the said member of the Executive Council; and

The mayor, in the case of Managers directly accountable to the Municipal Manager, within thirty days of receipt of a formal dispute from the Employee.

Any disputes about the outcome of the performance evaluation, must be mediated by-

The member of the Executive Council for local government in the province or any other person appointed by the MEC, in the case of Manager; and

A municipal councilor, in the case of managers directly accountable to the Municipal Manager, within thirty days of receipt of formal dispute from the Employee.

The decision of the Mediator contemplated in sub-clauses (1) and (2) will be final and binding on both parties.

14. Limitations of this Contract

This performance agreement is between the Municipal Manager and the Executive Director: Infrastructure Services on the expected performance during the 2018/2019 financial year. The performance agreement is subject to the South African Legislative Framework and the employment contract entered into by and between Municipal Manager and the Executive Director: Infrastructure Services. The performance agreement shall therefore be within the South African Legislative Framework.

In case of ambiguity, the employment contract shall prevail over this performance agreement.

15. Obligation of the employer

The Employer shall-

15.1. create an enabling environment to facilitate effective performance by the **Employee;**

15.2. provide access to skills development and capacity building opportunities;

15.3. work collaboratively with the **Employee** to solve problems and generate solutions to common problems that may impact on the performance of the **Employee;**

15.4. on the request of the **Employee** delegate such powers reasonably required by the **Employee** to enable her to meet the performance objectives and targets established in terms of this Agreement; and

15.5. make available to the **Employee** such resources as the **Employee** may reasonably require from time to time assisting him to meet the performance objectives and targets established in terms of this Agreement.

16. General

The Executive Director: Infrastructure Services acknowledges that in terms of Section 53 (3) of the Municipal Finance Management Act, the Mayor of the Municipality has to make public the contents of this agreement and forward a copy hereof to the KwaZulu-Natal MEC for local governance.

The Municipality must make the contents of this Agreement and the outcome of any review conducted in terms of the Performance Plan available to the public as contemplated in section 46 of the Systems Act.

Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Executive Director: Infrastructure Services in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

SIGNED AT _____ ON THIS THE ____ DAY OF
_____ 2018

THE MUNICIPALITY
Harry Gwala District Municipal Manager

AS WITNESSES:

1. _____
2. _____

SIGNED AT _____ ON THIS THE ____ DAY OF
_____ 2018

The Executive Director (Infrastructure Services)

AS WITNESSES:

1. _____
2. _____

ANNEXURE A:

PERFORMANCE PLAN (compulsory)

ANNEXURE B:

SERVICE DELIVERY BUDGET AND IMPLEMENTATION PLAN (SDBIP)/ PERFORMANCE SCORECARD

ANNEXURE C:

PERSONAL DEVELOPMENT PLAN (PDP)

Competency to be Addressed	Proposed Actions	Responsibility	Time-frame	Expected Outcome

ANNEXURE "E":

CORE COMPETENCY SCORING TEMPLATE

Score on Core Competency Assessment	Description
1 (Not Yet Competent)	Demonstrates none of the guideline's components of the core competency
2. (Basic Competence)	Applies basic concepts and methods but requires supervision and coaching
3. (Competent)	Independently develops and applies more advanced concepts and methods. Plans and guides the work of others.

	Performs analysis.
4. (Advanced)	Understands and applies more complex concepts and methods. Leads and directs people or groups of recognised specialists. Able to perform in-depth analysis.
5. (Expert)	Sought out for deep, specialised expertise. Leads the direction of the entire organisation. Defines models/theories of best practice.

ANNEXURE A: ANNUAL PERFORMANCE REVIEW FOR SECTION 57 MANAGERS

The following annual management review on **Key Performance Areas (KPA), Core Management Criteria (CMC)** and **Core Occupational Competencies (COC)** agreed to in each manager performance agreement has to be completed.

The annual performance appraisal involves the assessment of the achievement of results of the KRA's, CMC's and COC's in accordance with the five-point scale of (1-5).

Rating	Definition Of Score
5	Outstanding performance
4	Performance significantly above expectation
3	Full y effective
2	Performance not fully satisfactory
1	Unacceptable performance

DETAILS OF THE MANAGER

Period	2018-2019
Surname	Makwakwa
Name	David Bheki
Municipality	Harry Gwala
Department	Infrastructure services
Race	African
Gender	Male
Employee Number	615
Date Of Appointment	
Salary Package	

1.1 KRA 1: WATER SERVICES - 60 %

NATIONAL KEY PERFORMANCE AREA	STRATEGIC OBJECTIVES	MEASURABLE OUTPUT	PERFORMANCE MEASURES /INDICATOR	TARGET		MILESTONES/ COMMENTS	RATING BY MUNICIPAL MANAGER	OWN RATING (1-5)	RATING BY PANEL MEMBE (1-5)
				2017/2018 ANNUAL TARGET	ACTUAL ACHIEVEMENTS				
Basic Service Delivery	To improve the coverage, quality, efficiency and sustainability of water in all urban and rural communities by 2019	Water projects	1.1.1. Percentage of households with access to basic water by June 2019	6.1.1. 2.42%					
			1.1.2. Number of households with access to basic water by June 2019	6.1.2. 834 (HH)					
			1.1.3. Percentage of expenditure on water Grant (MIG)	6.1.3. 100%					
Basic Service Delivery	To improve the coverage, quality, efficiency and	Sanitation(VIP)	6.1.1. Percentage of households with	6.1.1. 1800 VIP Units					

NATIONAL KEY PERFORMANCE AREA	STRATEGIC OBJECTIVES	MEASURABLE OUTPUT	PERFORMANCE MEASURES /INDICATOR	TARGET		MILESTONES/ COMMENTS	POE REF.	RATING BY MUNICIPAL MANAGER	OWN RATING (1-5)	RATING BY PANEL MEMBERS (1-5)
				2017/2018 ANNUAL TARGET	ACTUAL ACHIEVEMENTS					
Basic Service Delivery	sustainability of and sanitation in all urban and rural communities by 2019		access to basic sanitation 6.1.2. Number of households with access to basic sanitation	6.1.2. 100%						
	To improve the coverage, quality, efficiency and sustainability of and sanitation in all urban and rural communities by 2019	Sewer waterborne	6.1.2.Total number of households connected to sewer water borne for the first time	6.1.5. 480						
Basic Service Delivery	To provide work opportunities and income support to poor and unemployed people through the labour intensive delivery of public, community asset and services.	EPWP	6.1.3. Number of jobs created through EPWP and capital projects.	6.23.5. 288 (2650/ Public Works requirement)						

1. PERFORMANCE ASSESSMENT RATING

The assessment rating calculator will be used to add the scores and calculate a final KRA score (80%) and a final CMC & COC's score (20%)

The tables below should be completed by the summarized total of each panel member (NOTE: Weight should be taken from the signed performance agreement for the year under review)

KPA	Weight	Rating	Score
1. Basic Service Delivery	40		
2. Municipal Institutional Development and Transformation	10		
3. Local Economic Development	10		
4. Municipal Financial Viability and Management	10		
OP05. Good Governance and Public Participation	10		
Total	80%		
x 80%			%

EVALUATION ON THE CORE MANAGEMENT CRITERIA (CMC)

Every section 57 managers should be assessed against all those CMC's that are applicable to her/his job. Compulsory CMC's for Managers are highlighted below: *(NOTE: Weight should be taken from the signed performance agreement for the year under review)*

LEADERSHIP COMPETENCIES	WEIGHT %	MILESTONES/COMMENTS	OWN RATING (BY MANAGER) (1-5)	RATING BY PANEL MEMBER (1-5)
1. Strategic Direction & Leadership	20			
2. People Management	20			
3. Programme & Project Management	20			
4. Financial Management	10			
5. Change Leadership	10			
6. Governance Leadership	20			
TOTAL	100%			

2. EVALUATION ON THE CORE COMPETENCY

Every section 57 Manager should be assessed against all those CMC's that are applicable to her/his job.
 (NOTE: Weight should be taken from the signed performance agreement for the year under review)

CORE OCCUPATIONAL COMPETENCY	WEIGHT %	MILESTONES/COMMENT TS	OWN RATING (BY MANAGER) (1-5)	RATING BY PANEL MEMBER (1-5)
1.Moral Competencies	20			
2. Planning & Organizing	20			
3. Analysis & Innovation	10			
4.Knowledge and Information Management	20			
5. Communication	10			
6. Results and Quality focus	10			
TOTAL	100%			

KPA	(A) SUB-TOTAL	(B) % OF ASSESSMENT	(A X B) TOTAL SCORE
KRA (Key Result Area)		80%	
CC (Conduct Criteria)		20%	
(C) FINAL SCORE			
FINAL SCORE IN PERCENTAGE (C / 5 X 100)			%

SIGNATURES OF MEMBERS OF THE EVALUATION PANEL

Chairperson : _____

Member : _____

Member : _____

Member : _____

Member : _____

Signed in : _____ on _____ of _____ 201__

COMMENTS TO THE EVALUATION PANEL

The Municipal Manager must alert the evaluation panel to specific areas of the Section 57 Manager's performance in terms of the performance agreement, which in the Municipal Managers opinion illustrate **performance not fully satisfactory or performance significantly above expectations and outstanding.**

A brief explanation must be provided by the Municipal Manager for his/her assessment of each identified area.

SECTION 57 MANAGER'S SIGNATURE

DATE:

MUNICIPAL MANAGER'S SIGNATURE

DATE:

3. PERSONAL DEVELOPMENT PLAN

AGREEMENT TO PERFORMANCE AND DEVELOPMENT PLAN:

Area To Be Developed	Action (How And Provided By Whom)	Target Date	Performance Review For PDP		
			Progress	Barriers	Actions To Overcome Barriers

I agree with the objectives as set out in the above Performance and Development Plan and undertake to achieve the objectives as agreed on.

SIGNATURE: (name of jobholder) Date: _____

I undertake to support _____ (name of jobholder) with the achievement of the above Performance and Development Plan

SIGNATURE: (name of supervisor) Date: _____

FEEDBACK ON INFORMAL QUARTERLY REVIEW:

FEEDBACK FROM SUPERVISOR:

.....
.....

Signature of Supervisor

Date:

Signature of Jobholder

Date:



HARRY GWALA DISTRICT MUNICIPALITY

"Together We Deliver and Grow"

40 Main Street, Private Bag X501, IXOPO 3276

Tel: 039 834 8707 Fax: (039) 834 170

DISCLOSURE OF INTERESTS FORM

I, the undersigned,

(Full Names: _____)

(Identity Number: _____)

Residing at: _____)

Do hereby declare that the information contained herein fall within my personal knowledge and are to the best of my knowledge complete, true and correct; and

further declare my financial interests, non-executive directorship previously or currently held and remunerative work, consultancy and retainership positions held as follows:

1. SHARES & OTHER FINANCIAL INTERESTS IN A BUSINESS ENTITY		
Number of Shares/Member's Interest	Value of Shares/Member's Interest	Name of Institution or Business Entity

2. NON-EXECUTIVE DIRECTORSHIP	
Name of Company	Period
1.	
2.	
3.	
4.	
5.	

3. REMUNERATIVE WORK, CONSULTANCY & RETAINERSHIPS			
Name of Company & Occupation	Type of Business	Rand amount per month	Period
1.			
2.			
3.			
4.			
5.			

4. CRIMINAL RECORD	
Type of Offence	Dates/Term of Sentence
1.	

and further declare that;

- a. I am South African citizen and ordinarily resident in the Republic;
- b. I was never declared insolvent and I am not an un-rehabilitated insolvent;
- c. I am not disqualified under any law from practicing any profession;
- d. I was never convicted of fraud or any other offence involving dishonesty, and sentenced to a fine or imprisonment or both;
- e. I was never at any time been removed from an office of trust on account of breach of a fiduciary duty.

Signature of Nominee:

Full Names:

SWORN to and **SIGNED** before me at _____ on this the _____ day of _____ 2018.

The deponent having acknowledged that he knows and understands the contents of this affidavit, that the contents are true, and that he has no objection to taking this oath and that he considers the oath to be binding on his/her conscience.

COMMISSIONER OF OATHS

FULL NAMES: _____

DESIGNATION: _____

ADDRESS: _____

NOTES TO DISCLOSURE OF INTERESTS FORM

The following notes provide guidance for completing the relevant parts of the disclosure of interest form

Note 1 – Shares and Financial Interests in a Business Entity

Disclose shares and other financial interests held in any private, public company, partnership, close corporation or any other corporate body recognised by law.

- A share is any investment that provides a dividend, including unit trusts, equities and government bonds.
- Value refers to the current rand value of the shares.

Note 2 – Non-Executive Directorship

Disclose all non-executive directorship.

Note 3 – Remunerated Work, Consultancies and Retainerships

Disclose all remunerated work and employment.

- Remuneration means the receipt of benefits in cash or in kind.
- Work means rendering a service for which the person receives remuneration.
- A public service official must obtain the approval of his/her Minister for performing remunerated work outside the public service.

Disclose any interests in any consulting firm or company that provides advice or professional services.

- Name of client and nature of consultancy or retainership.
- Type of business activity
- Value of benefits derived may refer to benefits in cash or in kind.