

ADDENDUM TO SERVICE LEVEL AGREEMENT



on the Go for Growth

WATERBERG DISTRICT MUNICIPALITY

Entered into by:
The Waterberg District Municipality
(' the Client')

Herein represented by **Mr MS Mabotja** in his capacity as the Municipal Manager duly authorized hereto

And

C & M Consulting engineers (PTY)Ltd

Herein represented by **Dr G Fourie** in his capacity as the principal scientist Member duly authorized hereto

IN RESPECT OF WDM/2014/15-02

A handwritten signature, appearing to be 'MS MABOTJA', written in black ink.

A handwritten signature, appearing to be 'G FOURIE', written in black ink.

A handwritten signature, appearing to be 'MS MABOTJA', written in black ink.

A handwritten signature, appearing to be 'G FOURIE', written in black ink.

THE DISPERSION MODELLING EXCISES TO ASSIST IN SIMULATIONS OF ATMOSPHERIC POLLUTANTS DISPERSIONS IN THE DISTRICT.

Preamble

Whereas the : the Phase one quotation is R 311220.00 and the is available funds which we can use to implement some activities from phase 2. The service provider have forwarded amended quotation and Waterberg District Municipality expressed its intention not to object amendments and granted service provider to implement the activities of phase 2 according to their quotation No: 495/14-DEL1 (annexure 01).

Both parties further agree that this Addendum does not replace the existing Service Level Agreement however it amends the PHASE 01 activity as indicated in the quotation No: 495/15-DEL1.

1.It is therefore agreed as follows:

The heading of the paragraph in this addendum are for the purpose of reference only and shall not be used in the interpretation of this agreement .In this agreement ,unless a contrary intention clearly appears :

- 1.1 the singular includes the plural and vice versa :
- 1.2 the following terms shall have the meaning assigned to them hereunder and cognate expression shall have corresponding meanings, namely :
 - 1.2.1 "**business day**" means any working day, excluding Saturdays , Sunday and Public Holiday .
 - 1.2.2. **Client** ,means the Waterberg District Municipality ,
 - 1.2.3. **Commencement Date** means the date on which the parties commenced with the performance of their obligations, namely date of signature of service level agreement .
 - 1.2.4. **Contract Price** means the total amount of fees that will be charged by the Service Provider ,including disbursements and VAT ,for the performance of the service in terms of this agreement .
 - 1.2.5. "**Key Results**" means an indicator or yardstick in terms of which the services the Service Provider's successful performance of its obligations may be gauged .

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1.2.6. "**Methodology**" mean the profession expertise and the system of method required by the Service Provider to perform the obligation set out in terms of this agreement .

1.2.7. **Prime rate**, mean the variable interest rate as charged and calculated by the Services Provider 's banker from time to time .

1.2.8. **Project**, means the services to be performed by the Service Provider in terms of the Tender and the corresponding obligations to be fulfilled by the client .

1.2.9. **Project plan**, means the strategy prepared by the parties for the successful completion of the project submitted within a reasonable time ,prior to commencement of project,

1.2.10. **Remuneration Schedule**, means the details to remuneration .

1.2.11. **Services** ,refer to the professional work to be performed by the Service Provider in terms of the Service Level Agreement signed by the parties on September 2013 .

1.2.12. "**Tender**" means Tender No: **WDM/2014/15-02**, as advertised by the client and being in respect of the Dispersion Modelling for Waterberg District Municipality.

2. Extension Period:

2.1. The new delivery date by the Service Provider is the **30th June 2015**.

3. Remuneration:

3.1 Therefore payment shall be in phases/milestones as indicated by the quotation no:495/14-DEL1 attached as annexure 01.

4. Penalties:

Parties mutually agree that clause 20 dealing with penalty be enforced.

5. Breach

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- a. If either party breaches this Agreement or fails to perform any of its obligations, then the other party shall provide written notice, calling upon the first party to rectify its breach within a period of not less than 10 (ten) business days.
- b. Should the party in breach have failed to rectify the breach within the aforestated time period, the other party may cancel this Agreement and claim recovery of damages.
- c. Timeframe for this project is **four (04) months** upon date of signature of the addendum to service level agreement.
- d. Any request for an extension on timeframe by the Service Provider shall be done in writing.

6. Confidentiality

6.1 For the purposes of the agreement confidential information means any and all information, including but not limited to, technical, financial, product and commercial information – disclosed in writing or otherwise by the disclosing party to the receiving party, whether disclosed in view of the purpose before or after the date of Agreement and shall be deemed to include all documents and other material (including samples, models and computer software) containing or embodying or based on the confidential information (or part thereof) together with all notes, summaries and other material derived there from and all copies or reproductions of the foregoing. Such Confidential Information shall not include information:

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6.1.1 which is generally available to the public, or which will become generally available to the public other than by breach by the Receiving Party of its obligation hereunder;

6.1.2 which was or is already known to the Receiving Party before it had been or will be disclosed by the Disclosing Party, provided that such information may not reasonably be considered by the Receiving Party as confidential;

6.1.3. which the Receiving Party has received or will receive on a non confidential basis from any party (including any third party) which is not in breach an obligation of confidentiality towards the Disclosing Party or any party (including any third party), provided that such information may not reasonably be considered by the Receiving Party as confidential; and

which is independently developed by or on behalf of the Receiving Party.

7.2. All Parties shall:

7.2.1 hold the other parties Confidential Information in the strictest confidence;

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7.2.2 not make use thereof other than for the performance of its obligations under the Agreement; and

7.2.3 only release such Confidential Information on a "need to know" basis subject thereto that the persons to whom such Confidential Information is released shall undertake to be bound by the confidentiality obligations contained herein.

7.3 No parties shall be entitled to use the name of the other Party in publicity releases or advertising or for other promotional purposes without procuring the prior written approval of the Party concerned.

7.4 The Parties' obligation in terms of this clause will survive the termination of this Agreement including the termination thereof by the effusion of time.

7.5 In the case of a release, announcement or document which is require to be given, made or published by law or under the rules of the JSE Securities Exchange South Africa or any other relevant stock exchange, the Party liable so to give, make or publish the same shall give to the other Party as much advance warning thereof as is reasonable in the circumstances together with drafts or a copy thereof as soon as it is at liberty to do so.

8. *Domicilium citandi et executandi*

20.1. The parties choose as their *domicilia citandi et executandi* the addresses set out hereunder :

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MIA

8.1.1. Client :

Office of the Municipal Manager
Waterberg District Municipality
Harry Gwala Street
Modimolle

8.1.2. Service Provider:

C & M CONSULTING ENGINEERS
P.O.Box 74936
LYNNWOOD RIDGE
PRETORIA
0040

- a. Either party may change its *domicilium citandi et executandi* by giving written notice to the other, the new address becoming effective at the expiry of 10 (ten) business days from the communication of notification.

9. Warrant of Authority

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The persons signing this agreement on behalf of the parties warrant their authority to do so.

Signed at **Modimolle** on this 29 day June May of 2015.

AS WITNESSES:

1. [Signature] For and on behalf of the Client

2. [Signature]
[Signature]
MS MABOTJA
WDM Municipal Manager

Signed at **Modimolle** this 05 day MAY of 2015.

AS WITNESSES:

1. [Signature] For and on behalf of the Service Provider

2. [Signature]
[Signature]
DR G FOURIE E. ALBERTYN
C & M CONSULTING ENGINEERS