



## AGREEMENT

entered into by and between

The **PIXLEY KA SEME DISTRICT MUNICIPALITY**, herein represented by Miriam T Kibi (hereinafter referred to as the Municipality) in her capacity as Executive Mayor of the said Municipality, duly authorized thereto

**AND**

**John Hay Blair (ID 751028 5011 087)** (hereafter referred to as the non-official audit committee chairperson).

1. The Municipality hereby appoints the non-official audit committee chairperson in terms of Section 166 of the Municipal Finance Management Act (Act 56 of 2003) and the non-official audit committee chairperson hereby agrees to serve the Municipality for a period of three years reckoned from **01 February 2017**, irrespective of the date of signing of the contract, on the following terms and conditions.
2. The non-official audit committee chairperson shall serve the **PIXLEY KA SEME DISTRICT MUNICIPALITY**; at such place as may from time to time be directed by the Municipality or any other officer duly authorized thereto in this respect.
3. The Municipality requires expertise and services in respect of matters indicated in the attached Annexure, (titled "Charter of the Audit Committee"), which Annexure shall for the purpose of this Agreement be deemed to be incorporated herein and form part hereof, and the non-official audit committee chairperson is prepared and able to provide these services.
4. The Municipality shall pay the non-official audit committee chairperson an amount of R3 879,00 per day for each day on which an audit committee activity is held after the date stated in Clause 1 hereof. The amount payable, as above, is an all-inclusive amount and the Municipality shall not be obliged to

*Miriam T Kibi* *J. Blair*

pay any amounts to any pension fund or medical aid on behalf of the non-official audit committee chair person.

5. When required to perform duties away from his/her headquarters, the non-official audit committee chairperson shall travel at the Municipality's expense and shall be paid subsistence in accordance with the Council's policy. Members of the audit committee, including members who are employed in the public service, will be required to complete all particulars of their respective travel to and from the venue of the audit committee meetings.
6. The non-official audit committee chairperson undertakes not to communicate to any other person outside the Municipality's service or to publish either during the term of this Agreement or after the termination thereof, any results so obtained by him/her, in the course of his/her official duties, without the written consent of the Municipality to such communication or publication.
7. Notwithstanding anything to the contrary in Clause 1 hereof obtained, either party to this Agreement may terminate it at any time during the term thereof on giving two months' notice in writing to the other party. The Municipality may, however, accept a shorter period notice in an exceptional case, using his/her own discretion.
8. The Municipality may terminate this Agreement summarily or after notice of less than three months, as it may deem expedient, in the event of breach of the terms of this Agreement by the non-official audit committee chairperson or in the event of the non-official chairperson's misconduct.
9. The non-official chairperson can be dismissed by the municipal council under certain circumstances such as :
  - Where an on-going conflict of interests exists
  - Where a member has not performed to expectations
10. The non-official chairperson may terminate the Agreement on such shorter notice as circumstances may render necessary, on satisfying the Municipality that such termination is imperative on account of the Municipality's ill-health occasioned without the employers default.
11. The non-official audit committee chairperson shall be regarded as an independent contractor and is not an employee of the Municipality.
12. The interpretation of this Agreement shall be governed by the Laws of and legal principles applied in the Republic of South Africa.

MTK R A Bw

13. The non-official chairperson of the audit committee submits to the jurisdiction of the Courts of the Republic of South Africa in the event of any legal proceedings arising from the provisions of this Agreement.
14. The parties choose the addresses given below as their *domicilia citani et executandi* for all purposes pertaining to matters which might proceed from this contract:

**Municipal Manager**

Culvert Road  
DE AAR  
7000

**Member of Audit Committee**

32 First Avenue  
Westdene  
BLOEMFONTEIN  
9301

15. Anyone of the parties may change their domicilium by informing the other party, in writing through registered post about such intention. The change of domicilium will be effective on a date determined 14 (fourteen) days from the date of sending.
16. No amendment to this Agreement shall be any force or effect unless reduced to writing and signed by the duly authorized representatives of both parties.
17. Thus done and passed by the parties hereto at the place and on the dates respectively set opposite their names.

MTK R R A  
AS

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Signed on behalf of the Municipality at DE AAR on the 14 day of

FEBRUARY 2017

Kuhl

EXECUTIVE MAYOR

AS WITNESS:

1.

[Signature]

2.

Rugeo

Signed by the non-official Audit Committee member at Stumpfen

on the 13<sup>th</sup> day of February, 2017

[Signature]

NON-OFFICIAL AUDIT COMMITTEE CHAIRPERSON

AS WITNESS:

1.

[Signature]

2.

Impicera