

MEMORANDUM OF UNDERSTANDING

For the continued delivery of the roads function services within the Limpopo Department of Public Works, Roads and Infrastructure.

CONCLUDED BY AND BETWEEN

THE LIMPOPO DEPARTMENT OF TRANSPORT (LDT)

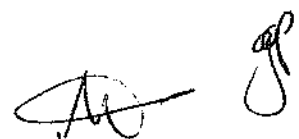
Herein represented by Ms. Hanli du Piessis in her capacity as Head of Department and duly authorized hereto

AND

THE LIMPOPO DEPARTMENT OF PUBLIC WORK, ROADS AND INFRASTRUCTURE (LDPW)

Herein represented by T Malele in his capacity as acting Head of Department and duly authorized hereto

MOU BETWEEN LDT AND LDPW

Two handwritten signatures in black ink, one on the left and one on the right, positioned at the bottom right of the page.

WHEREAS

The Executive Council of the Limpopo Provincial Government approved the reconfiguration of departments in the province;

RECOGNISING-

that the Department of Roads and Transport has been reconfigured into the new Department of Transport;

AND

the Department of Public Works has been reconfigured into the new Department of Public Works, Roads and Infrastructure;

CONSIDERING-

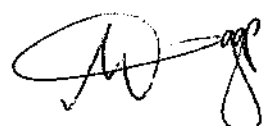
that the reconfiguration process has led to the transfer of the roads functions from the Department of Roads and Transport to the new Department of Public Works, Roads and Infrastructure;

NOTING-

that the transfer of the roads function necessitates the transfer of assets, budget and the affected personnel;

DESIRING -

to cooperate in order to ensure the smooth continuity of delivery of the roads function within the Department of Public Works, Roads and Infrastructure;

A handwritten signature in black ink, consisting of a stylized 'A' followed by a long horizontal stroke and a loop at the end.

NOW THEREFORE THE PARTIES AGREES AS FOLLOWS:

1. INTERPRETATION AND DEFINITIONS

In this memorandum of understanding, unless the context indicates otherwise-

"Parties" means the Department of Transport and the Department of Public Works, Roads and Infrastructure. Referral to the Department of Transport will be deemed to be referral to the Department of Roads and Transport and referral to the Department of Public Works will be deemed to be referral to the Department of Public Works, Roads and Infrastructure and vice versa;

"MOU" means this memorandum of understanding;

"Transfer agreement" means the agreement to be entered into between the parties, detailing the arrangements and the records of the reconfiguration processes between the parties,

"Affected personnel" means staff member attached to the roads function whether core function or direct support, being transferred to the LDPW in terms of this MOU;

"Direct support staff" means those employees who are not the affected personnel but who by virtue of the functions will be transferred to LDPWRI to compliment the services of the affected personnel,

"General support staff" means the staff members who are performing support services and to be transferred to the Department of Public Works by agreement between the parties.

"Assets" means movables, immovable, including motor vehicles, IT devices, files, cell phones, laptops, desk top computers and other implements that may from time to time be agreed upon by the parties to be assets.

"Inter-departmental committee" means the committee of officials identified and representing the parties in the reconfiguration process,

"Technical task team" means a committee of official identified and representing provincial departments in the management and implementation of the reconfiguration process.

2. CONTINUED DELIVERY OF SERVICES AND ACCOUNTABILITY

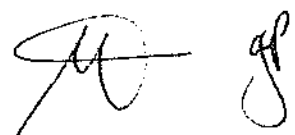
MOU BETWEEN LDT AND LDPW



- 2.1 The parties agree that the projects, contract, functions and services that commenced and were performed under the roads function in the Department of Transport and which continue to be performed after the transfer of the roads function will continue to be performed by the Department of Public Works until the budget connected thereto has been transferred to the Department of Public Works.
- 2.2 Roads related claims against the state that commenced in the Department of Transport before the transfer of the roads function will continue to be performed on behalf of the Department of Public Works by the Department of Transport. All new claims will be handled by the Department of Public Works.
- 2.3 The Department of Roads and Transport shall continue with the procurement of goods and services until the budget transfer process has been completed.
- 2.4 Upon the staff transfer, the Department of Public Works shall assume all HR related responsibilities and keep records of all S & T claims to be processed by the Department of Transport until the budget is fully transferred.
- 2.5 The parties agrees to report to each other on all its activities, expenditure incurred and other financial matters until the budget transfer has been completed and accounted for.
- 2.6 The parties agree to reimburse each other on all expenses incurred by one party on behalf of the other in connection with the activities performed or expenses incurred for the benefit of the other.

3. IDENTIFICATION AND TRANSFER STAFF

- 3.1 The parties agree that the Department of Transport will transfer the affected employees, direct support staff and the general employees at the time agreed upon by the parties.
- 3.2 The parties further agrees that the transfer of employees shall take place in accordance with applicable labour legislation, collective agreements and the pension fund rules
- 3.3 In the event that there is a dispute as to whether an employee transferred is associated or connected with the roads function, the dispute shall be settled on

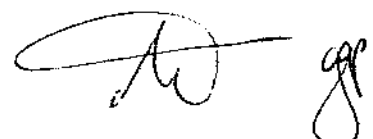


the basis that any employee that performs or deliver a service predominantly within the roads function shall be deemed to be associated with or connected with the roads function.

- 3.4 The parties agree that a list of employees to be transferred to the Department of Public Works will be signed off by the parties as a full and complete record of the employees transferred at the date determined by the parties in terms of the transfer agreement.
- 3.5 The Parties agree that in the event the record of the transfer of employees has not been completed at the date determined, the process of identification shall be managed by joint agreement of the parties

4. IDENTIFICATION AND TRANSFER OF ASSETS, RIGHTS, OBLIGATIONS, DUTIES OR LIABILITIES

- 4.1 The parties agree that the assets, rights, obligations, duties or liabilities connected to the roads function or services will be managed, serviced, maintained, upheld, performed, regulated or otherwise dealt with in the manner and for a the period as set out in the agency agreement.
- 4.2 In the event that there is a dispute about whether a particular asset, right, obligation, duty, or liability is associated or connected with the function or service, such dispute shall be settled on the following basis:
- 4.2.1 Any asset that is predominantly used or utilized for the roads function or by the employee connected to the roads function shall be deemed to be associated with the roads function,
- 4.2.2 Any liability that exists predominantly for the benefit of the roads function shall be deemed to be associated or connected to the roads function.
- 4.2.3 Any right and obligation or duty that is primarily exercised in the performance of the roads related function or the delivery of a service related to the roads function shall be deemed to be associated or connected to the roads function.
- 4.3 The parties agree that their records of assets, rights, obligations, duties and liabilities associated with or connected to the roads function is a fair representation of such assets, rights, obligations, duties and liabilities.



- 4.4 The parties agree to comply with all the processes and formalities necessary to effect the smooth transfer of such assets, rights, obligations, duties and liabilities within the time frame set out in the agency agreement and within the ambit of any common arrangement as agreed by the Departmental task team.

5. INSTITUTIONAL ARRANGEMENTS

- 5.1 The parties agree that the inter departmental task team must manage all aspects of the memorandum of understanding at a departmental level in conjunction with the technical task team.

6. OVERSIGHT AND DISPUTE SETTLEMENT

- 6.1 The parties agree that the technical task team is responsible for the settlement of disputes arising out of the interpretation or implementation of this memorandum of understanding
- 6.2 The parties further agree that a decision made by the technical task team is final and binding upon them.

7. DURATION OF THE MOU

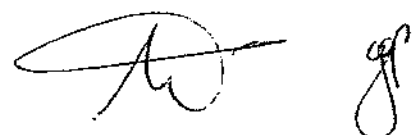
Notwithstanding the date of signature hereof, this MOU comes into operation on the 1st of August 2014.

8. AMENDMENT OF THE MOU

This Memorandum of understanding may be amended from time to time by means of a written addendum signed by both the parties and the details thereof to be dealt with in terms of the transfer agreement.

9. GENERAL

Any matter arising from this Memorandum of Understanding, which is not specifically provided for herein, must be dealt with in accordance with the instructions of the technical task team.



10. CONTACT DETAILS

The contact details for the respective parties are as follows:

10.1 The Head of Department
Ms. Hanli du Plessis
Limpopo Department of Transport
Private Bag X 9491
Polokwane
0700
Tel: (015) 295 1006

Phamoko Building
39 Church Street
Polokwane
0699
Fax: (015) 295 1163

10.2 The Head of Department
Mr. T Malele
Department of Public Works,
Roads and Infrastructure
Private Bag X 9490
Polokwane
0700
Tel: (015) 284 7593

Works Tours Building
43 Church Street
Polokwane
0700
Fax: 086 608 2684

Signed at Polokwane on this 29th day of April 2014 ^{5th 99P}

Signature: [Signature]

Signature: [Signature]

As witnessed

1. [Signature]
2. [Signature]

1. [Signature]
2. [Signature]

[Signature]



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE

Ref : 2/3/4
Enquiry : N Mthimkhulu

TO : OFFICE OF THE MEC, ALL GENERAL MANAGERS, SENIOR MANAGERS,
MANAGERS AND ALL STAFF MEMBERS

FROM : MS. MACHABA M.K
ACTING HEAD OF DEPARTMENT

DATE : 24 APRIL 2015

SUBJECT : DELEGATION OF AUTHORITY – MR. MALELE R.T

1. Kindly be informed that due to other official commitments, the Acting Head of Department, Ms. Machaba M.K will not be in the office from 28 April 2015 to 08 May 2015.
2. Therefore, the General Manager Strategic Management, Mr. Malele has been delegated to act as the Acting Head of Department during her absence.
3. You are kindly requested to give him the necessary support.

Your continued support is always appreciated.

Regards

Acting Head of Department
Ms. Machaba M.K

24/04/2015
Date