



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

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IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

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Closing times for **ORDINARY WEEKLY** **2019** **GOVERNMENT GAZETTE**

*The closing time is **15:00** sharp on the following days:*

- **27 December 2018**, Thursday for the issue of Friday **04 January 2019**
- **04 January**, Friday for the issue of Friday **11 January 2019**
- **11 January**, Friday for the issue of Friday **18 January 2019**
- **18 January**, Friday for the issue of Friday **25 January 2019**
- **25 January**, Friday for the issue of Friday **01 February 2019**
- **01 February**, Friday for the issue of Friday **08 February 2019**
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- **22 March**, Friday for the issue of Friday **29 March 2019**
- **29 March**, Friday for the issue of Friday **05 April 2019**
- **05 April**, Friday for the issue of Friday **12 April 2019**
- **11 April**, Thursday for the issue of Thursday **18 April 2019**
- **17 April**, Wednesday for the issue of Friday **26 April 2019**
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- **06 December**, Friday for the issue of Friday **13 December 2019**
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- **18 December**, Wednesday for the issue of Friday **27 December 2019**

LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2018

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3026.32** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works (GPW)** has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe Forms*. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

All re-submissions will be subject to the standard cut-off times.

All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days after submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

EXTRAORDINARY GAZETTES

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. (*Please see Quotation section below for further details*)
 - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (*Please see the Copy Section below, for the specifications*).
 - 8.1.5. Any additional notice information if applicable.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

QUOTATIONS

13. Quotations are valid until the next tariff change.
 - 13.1. **Take note:** **GPW's** annual tariff increase takes place on **1 April** therefore any quotations issued, accepted and submitted for publication up to **31 March** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.
14. Each quotation has a unique number.
15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.
 - 15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.
 - 15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.
16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS:**
 - 16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.
 - 16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.
 - 16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).
17. **APPLICABLE ONLY TO CASH CUSTOMERS:**
 - 17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.
18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).
19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.
 - 19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES**COPY (SEPARATE NOTICE CONTENT DOCUMENT)**

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
- 20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.
- The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:
- Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;
- Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
22. Requests for cancellation must be sent by the original sender of the notice and must be accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:
- 24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
- 24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
- 24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
- 24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**APPROVAL OF NOTICES**

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—
 - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

CUSTOMER INQUIRIES

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre **ONLY**.
30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.
39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette(s)*

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:

Government Printing Works
149 Bosman Street
Pretoria

Postal Address:

Private Bag X85
Pretoria
0001

GPW Banking Details:

Bank: ABSA Bosman Street
Account No.: 405 7114 016
Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:

For queries and quotations, contact: Gazette Contact Centre:

E-mail: submit.egazette@gpw.gov.za

E-mail: info.egazette@gpw.gov.za

Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za

Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF TRADE AND INDUSTRY

NO. 5

11 JANUARY 2019



MEMORANDUM OF UNDERSTANDING

Between

BROAD-BASED BLACK ECONOMIC EMPOWERMENT
COMMISSION

(hereinafter referred as the "B-BBEE COMMISSION")

An entity within the administration of **the dti** in terms of section 13B (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003) as amended and herein represented by **Ms Zodwa Ntuli** in her capacity as the Commissioner and she being duly authorised to enter into this agreement.

And

THE DEPARTMENT OF ECONOMIC DEVELOPMENT,
TOURISM AND ENVIRONMENTAL AFFAIRS

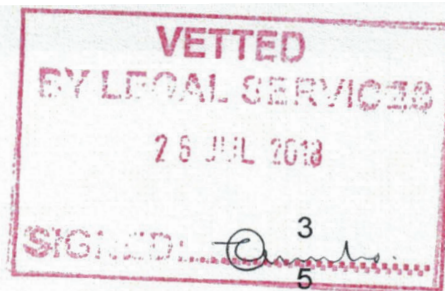
(Hereinafter referred to as the "EDTEA")

(A Provincial Department of Economic Development, Tourism and Environmental Affairs. represented herein by **Ms Pumla Ncapayi** in her capacity as Head of Department duly authorised hereto).

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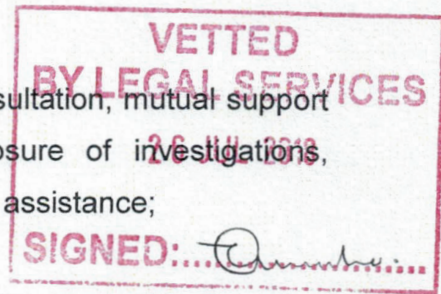
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1. PREAMBLE

WHEREAS the Parties acknowledge the importance of consultation, mutual support and co-operation regarding aspects such as the disclosure of investigations, information, training and in general, mutual co-operation and assistance;



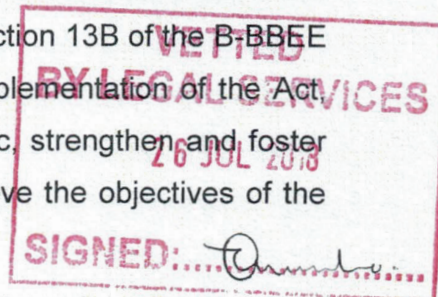
AND WHEREAS the EDTEA is a Provincial Department of Economic Development, Tourism and Environmental Affairs

AND WHEREAS the functions of EDTEA are to ensure transformation, strengthen and increase meaningful participation of black people in the mainstream economy. The department is relentless in developing and maintaining an efficient regulatory and governance framework whilst playing a pivotal role in influencing policy direction aimed at economic development.

The department established the economic empowerment sub programme which focuses on, inter alia:

- (a) Mediation between businesses where a fronting case has been reported.
- (b) Investigate and collect evidence regarding acts or omissions which are relevant to any fronting case that has been lodged.
- (c) Provide B-BBEE training and create awareness of the B-BBEE legislation.
- (d) Facilitate compliance by large companies and qualifying small enterprises focussing mainly on priority elements.
- (e) Facilitate partnerships with stakeholders who have been established by the state to provide recourse in proven fronting or maladministration cases.
- (f) Refer evidence/information regarding any case of fronting to the B-BBEE Commission which points to the commission of an offence to the relevant prosecuting authority;
- (g) Regularly or at least on quarterly basis share information with the B-BBEE Commission on progress or outstanding cases which require the intervention of the B-BBEE Commission.

AND WHEREAS the B-BBEE Commission is an entity within the administration of the Department of Trade and Industry established in terms of section 13B of the B-BBEE Act, as amended, entrusted with powers to oversee the implementation of the Act, promote compliance with the Act in the interest of the public, strengthen and foster collaboration between the public and private sector to achieve the objectives of the Act;

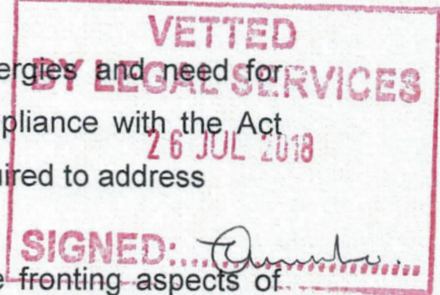


AND WHEREAS the B-BBEE Commission has jurisdiction throughout the Republic of South and its functions are, as set out in section 13F of the Act as follows:

- (a) To oversee, supervise and promote adherence to the Act in the interest of the public;
- (b) To strengthen and foster collaboration between the public and private sector in order to promote and safeguard the objectives of broad-based black economic empowerment;
- (c) To receive complaints relating to broad-based black economic empowerment in accordance with the Act;
- (d) To investigate, either on its own initiative or in response to complaints received, any matter concerning broad-based black economic empowerment;
- (e) To promote advocacy; access to opportunities and educational programmes and initiatives of broad-based black economic empowerment;
- (f) To maintain a register of major broad-based black economic empowerment transactions, above a threshold determined by the Minister in the Gazette;
- (g) To receive and analyse such reports as may be prescribed concerning broad-based economic empowerment compliance from organs of state, public entities and private sector enterprises;
- (h) To promote good governance and accountability by creating an effective environment for the promotion and implementation of broad-based black economic empowerment;
- (i) To exercise such other powers which are not in conflict with the Act as may be conferred on the B-BBEE Commission in writing by the Minister; and
- (j) Increase knowledge of the nature and dynamics and promote public awareness of matters relating to broad-based black economic empowerment by implementing education and awareness measures, providing guidance to the public and conducting research on matters relating to its mandate and activities.

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AND WHEREAS the B-BBEE Commission has identified synergies and need for cooperation to effectively execute its mandate given non-compliance with the Act and the scourge of fronting that the B-BBEE Commission is required to address



Both Parties acknowledge the importance of investigating the fronting aspects of Broad-Based Black Economic Empowerment (B-BBEE) transactions as well as fraudulent verification processes and the relationship between corruption, derailment of economic transformation, lack of protection to minority rights, fraudulent attainment of high level B-BBEE status and flouting of corporate governance, further acknowledging that each Party may have specialised skills and specialist knowledge that assist in conducting fraudulent investigations;

AND WHEREAS the Parties are concerned about the threats posed by crime in general and commercial crime in particular with regard to fronting and fraudulent B-BBEE transactions and levels of B-BBEE status;

AND WHEREAS the Parties acknowledge that everything dealt with and agreed to herein is in the context of and to subject to all legislation, as amended from time to time, applicable to a Party.

NOW THEREFORE the Parties agree to enter into this Memorandum of Understanding and record the terms of their agreement as follows:

2. DEFINITIONS

In this MOU, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings—

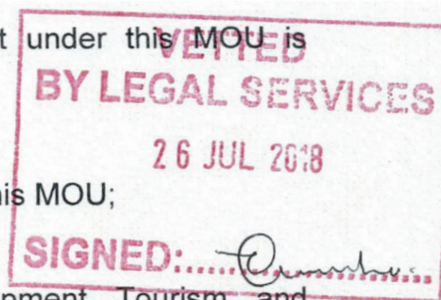
“MOU” means this Memorandum of Understanding;

“the Parties/ Party” means the B-BBEE Commission and the Department of Economic Development Tourism and Environmental Affairs (EDTEA).

“Requested Party” means a Party from whom a request under this MOU is addressed;

“Requesting Party” means a Party making a request under this MOU;

“EDTEA” means the Department of Economic Development Tourism and Environmental Affairs;



3. PURPOSE

- 3.1 The Parties recognise that requests in terms of this MOU will not be denied solely on the grounds of differences in the definitions used by or applicable to the Requesting and Requested parties.
- 3.2 This MOU embodies the understanding of the Parties with regard to a relationship of consultation, mutual support and co-operation between them, and serves to strengthen and formalise a relationship between the Parties with reference to forensic investigation, assignment of staff and training within the parameters of the BEE Act and legislation and policies regulating the B-BBEE Commission.
- 3.3 The Parties agree to provide mutual assistance, subject to their relevant governing laws and any other applicable legislation.
- 3.4 The Parties acknowledge that this MOU does not modify or supersede any laws and that it does not create legally binding obligations or enforceable rights between them.
- 3.5 Anything performed under this MOU will be subject to applicable legislation. It will furthermore be subject to applicable policies and standard operating procedures of the Parties and/or any other terms and conditions as may be agreed upon between the EDTEA and the B-BBEE Commission.
- 3.6 Neither Party may cede, assign or transfer its rights and obligations in respect of this MOU, or any part thereof, either directly or indirectly, to any third party.

3.7 Each Party will provide the fullest possible measure of assistance to the other subject to applicable legislation and policies and any other terms and conditions agreed upon between the EDTEA and the B-BBEE Commission.

3.8 Each request for assistance will be assessed on a case-by-case basis by the requested Party to determine whether assistance can or may be provided.

3.9 The provisions of this MOU will not give rise to a right on the part of any other person, directly or indirectly, to obtain, suppress or exclude any evidence or to challenge the execution of any conduct under this MOU.

4. GUIDELINES FOR MUTUAL ASSISTANCE

4.1 The Parties may agree to participate in the conduct and review of projects which may be deemed necessary from time to time.

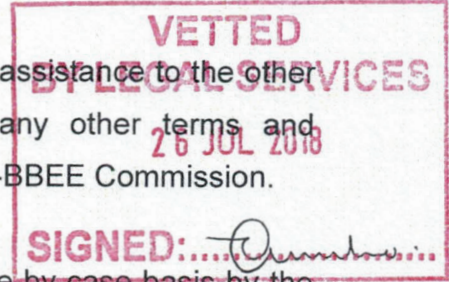
4.2 The Parties agree to endeavour to secure sufficient resources in order to meet their statutory obligations in terms of their respective governing laws and to implement the provisions of this MOU.

4.3 Neither of the **Parties** is under any obligation to commit funds under this MOU.

4.4 In the event of the **Parties** identifying and agreeing on a specific form of **Co-operation** that requires funding, the **Parties** will formalise the specifics, rights and obligations of the **Parties** in a separate legally binding contract.

4.5 Each Party remains responsible for their own expenses, except as may be agreed in a contract contemplated in clause 5.4 above.

4.6 No legally binding obligations shall arise from a contract contemplated in clause 5.4 above, where the B-BBEE Commission's applicable policies and procedures relating to the commitment of funding or other resources has not been complied with.



5. PRINCIPLES OF CO-OPERATION

- 5.1 The Parties will endeavour to co-operate with one another on the prevention, detection and investigation of unlawful activities which come to their attention during the execution of their respective legal mandates.
- 5.2 The Parties will facilitate and foster co-operation between them in relation to investigation of matters that fall within their respective legal mandates and disclosure of information as envisaged in 6.3 hereunder.
- 5.3 The principles on which the co-operation contemplated shall be based are:
- (a) Mutual trust, respect and benefit to the Parties;
 - (b) Technical information, knowledge and expertise exchanged between the Parties shall not be passed to a third party without the prior written consent of the other (originating) Party;
 - (c) Commitment to joint training and assignment of staff where applicable to enhance knowledge, skills and an understanding of the functions of the respective Parties; and
 - (d) Adherence to the legislative frameworks governing the Parties, while also giving due consideration to political, economic and social considerations where applicable.

6. GUIDELINES FOR THE DISCLOSURE OF INFORMATION

- 6.1 In response to requests for information and assistance subject to any conditions established, a Party will provide the fullest possible measure of mutual assistance, subject to its governing statutes and regulations and overall policy.
- (a) Such assistance may include, *inter alia*, the disclosure of information in pursuance of the respective mandates subject to the limitations of the

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BY LEGAL SERVICES

26 JUL 2018

SIGNED: 



B-BBEE Act, Protection of Personal Information Act (POPI) and any other legislation applicable to the Parties.

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26 JUL 2018

SIGNED: 

- (b) The B-BBEE Commission undertakes to create a framework through which requests for disclosure of information from the EDTEA will be processed. Such framework shall, consider requests that may emanate from the Office of the Head of department or duly delegated official.
- (c) Both parties undertake to create a framework through which requests for disclosure of information to the B-BBEE Commission will be processed. Such framework shall, consider requests that may emanate from the duly authorised or delegated official.

6.2 To facilitate an appropriate and timely response to a request for the disclosure of information, the Requesting Party must specify:

- (a) The information or assistance required;
- (b) The purpose for which the information is sought;
- (c) Any particular conduct or suspected conduct which has given rise to the request, and indicate its connection with the jurisdiction/mandate of the respective parties;
- (d) The link between any suspected offence, breach of law or requirement and the investigative or enforcing provisions of the Requesting Party;
- (e) The relevance of the requested information or assistance to any suspected offence, breach of law or investigative or enforcing provisions of the Requesting Party;
- (f) Any information related to the urgency of the request for information or assistance;



(g) The legal provisions in terms of which the application for disclosure of information is made; and

(h) A reference number.



6.3 Each request will be assessed on its own merits to determine whether assistance can be provided in terms of this MOU and in accordance with the relevant legal provisions pertaining to the disclosure of such information. Where full compliance with the request is not possible, the Requested Party will consider whether there may be other assistance which may be given.

6.4 In deciding whether to accept or decline a request, the Requested Party will in particular take account of:

- a) Matters specified by the legislation applicable to the Requested Party;
- b) Whether it would be contrary to public interest to give the assistance sought; and
- c) The resources available to the Requested Party to deal with the request.

7. TRAINING AND SECONDMENT

7.1 The Parties may assist one another to plan and implement training programmes designed to share expertise and skills in common areas and in order to do so, may also when appropriate, make use of, *inter alia*, conferences and seminars.

7.2 The Parties may assign staff to share expertise, skills and take part in investigations in matters of common areas or when additional resources are required.

7.3 The Parties shall endeavour to stimulate discussion of matters / issues of mutual concern and / or interest.

7.4 To the extent necessary, the Parties may initiate, develop or improve specific training programmes in respect of, but not limited to forensic methods and techniques (in investigating financial crimes) such as:

7.4.1 Development and enhancement of forensic analysis capability,

7.4.2 Analysis of financial, fronting and B-BBEE transactions during investigation to determine the financial aspects of a crime/practice;

7.4.3 Investigative methodologies in combatting fraudulent conduct within the mandates of the Parties;

7.4.4 Collection of evidence and matters related thereto.

8. COMMENCEMENT AND TERMINATION

8.1 This Agreement supersedes and replaces all previous oral or written agreements or MOUs between the parties.

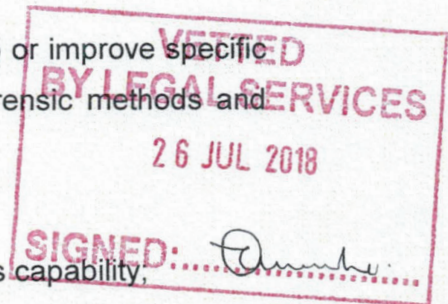
8.2 This MOU will come into effect on the date of signature of the Party signing last in time, the **Effective Date**, and shall endure, subject to its terms and conditions, for a period three (3) of years, and may be terminated by either Party by giving fourteen (14) days' written notice to the other Party.

8.3 The termination of this MOU will not prejudice the completion, in accordance with their terms, of any on-going projects or activities under this MOU unless otherwise agreed to by the Parties at or after termination of this MOU.

9. UNSOLICITED INFORMATION

9.1 The information acquired in terms of this MOU is subject to any confidentiality requirements in law and in particular any legislation applicable to the B-BBEE Commission.

9.2 If one Party comes into possession of information which would be likely to assist the other Party in administering or enforcing the laws for which it is



responsible, the first-mentioned Party may notify the other Party of the existence of that information.



10. PERMISSIBLE USES AND CONFIDENTIALITY

- 10.1 The Parties and their officials are obliged to treat information under this MOU as confidential, except where compliance with a legal duty or compulsion by law necessitates disclosure. In the event of such disclosure the other Party shall be informed in writing without delay.
- 10.2 Where information may be and is disclosed in terms of this MOU such information will be disclosed by the Requested Party to the Requesting Party as soon as is reasonably possible. In regard to exchanges of confidential information, each Party agrees not to disclose any such information to a third Party except as provided for in applicable legislation and in the event of such disclosure the other Party shall be informed in writing without delay.
- 10.3 Information supplied will be used for the purpose only for which it was requested.

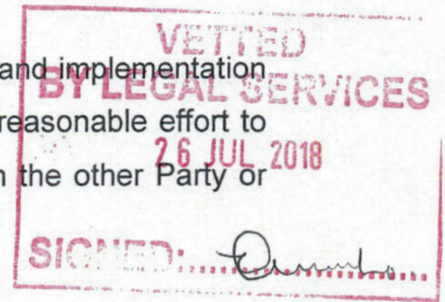
11. ANNEXURES TO THIS AGREEMENT

- 11.1 This is a founding general agreement between the Parties. Further details with regard to matters agreed to in terms of this agreement will be dealt with between the applicable business unit of the B-BBEE Commission and the EDTEA. Such other specific additional agreements or procedures and processes as the case may be will be in writing and agreed to by signature thereof by both Parties and will come into effect on the date of signature of the Party signing last in time. Such additional agreements, procedures and processes will form part of this MOU and any such agreement, procedure or process' existence will be conditional upon the existence or continuing existence of this MOU or any amendment or replacement thereof.

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12. SETTLEMENT OF DISPUTES

When a dispute arises out of the interpretation, operation and implementation of this MOU, the Parties must in good faith, make every reasonable effort to settle the dispute amicably through direct negotiation with the other Party or negotiations through an intermediary.



13. REVIEW AND AMENDMENT

13.1 The operation and implementation of this MOU shall be subject to periodic review by the Parties but not less than once in every twelve (12) month period from the **Effective Date** of this MOU. Notwithstanding the aforesaid, in the event of material changes in legislation affecting the content of this MOU, the Parties shall review and amend this MOU within a period of thirty (30) days from the date of the relevant changes coming into effect, in order to comply with the legislative amendments and with retrospective effect where necessary.

13.2 Any amendment agreed to by the Parties shall be in writing and shall form part of this MOU and such amendment will come into effect on such a date as agreed upon by the Parties.

14. GOOD FAITH

The Parties undertake to implement this MOU based on a foundation of mutual trust and good faith.

15. COMPLIANCE WITH POPI

15.1 The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 4 of 2013, which in essence comprises of both Parties allowing the other Party access to records on the condition that the identifiable person (or his or her guardian or curator) to whom the records relates has furnished prior written consent for the disclosure of the records.

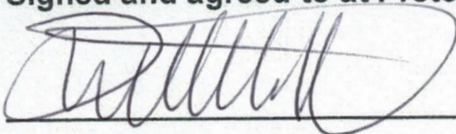
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15.2 Each party understands and acknowledges that the restrictions and obligations accepted by that other party pursuant to this Agreement are reasonable and necessary in order to protect the interests of the other party, its employees and stakeholders and that parties' failure to comply with this Agreement in any respect could cause irreparable harm to the B-BBEE Commission, its employees and stakeholders for which there may be no adequate legal remedy.

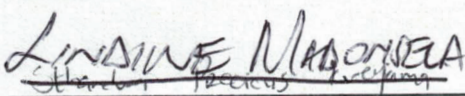
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15.3 Each party therefore understands and agrees, notwithstanding any contrary provision in any other agreement between the parties, that each party retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of this Agreement, and may prevent the other party, any of its agents or subcontractors, or any third party who has received records from that party from violating this Agreement by any legal means available. Each party further understands that violation of this Agreement may subject that party to applicable legal penalties, including those provided under POPI and termination of any agreements entered into between the B-BBEE Commission and EDTEA.

Signed and agreed to at Pretoria on this 24th day of October 2018



For and on behalf of the Broad-Based Black Economic Empowerment Commission established by section 13B of the B-BBEE Act No 53 of 2003, as amended

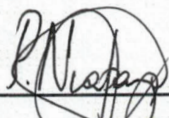

LINDSAY MAGONELA
Chairman

Witness



Date: 24 / 10 / 2018

Signed and agreed to in Pietermaritzburg on this 12 day of SEPTEMBER 2018



For and on behalf of the Department of Economic Development Tourism and
Environmental Affairs (EDTEA)

Standaar P. Kuyana

Witness



Date: 13 / 09 / 2018



GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF TRANSPORT**NOTICE 5 OF 2019****AIR SERVICE LICENSING ACT, 1990 (ACT NO.115 OF 1990)
APPLICATION FOR THE GRANT OR AMENDMENT OF DOMESTIC AIR
SERVICE LICENCE**

Pursuant to the provisions of section 15 (1) (b) of Act No. 115 of 1990 and Regulation 8 of the Domestic Air Regulations, 1991, it is hereby notified for general information that the application detail of which appear in the appendix, will be considered by the Air Service Licensing Council. Representation in accordance with section 15 (3) of the Act No. 115 of 1990 in support of, or in position, an application, should reach the Air Service Licensing Council. Private Box X 193, Pretoria, 0001, within 21 days of date of the publication thereof.

APPENDIX I

(A) Full name and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of air service to which application applies. (E) Category of aircraft to which application applies.

(A) **Avalon Charters (Pty) Ltd.** (B) Main Terminal Building, Virginia Airport, Durban North, 4051. (C) Class II & III. (D) Type N1, N2, G2, G3, G4, G15 & G16 (Power Line Work). (E) Category H2.

(A) **Drone Insight (Pty) Ltd.** (B) Plot 243, Chelsea, Port Elizabeth, 6001. (C) Class III. (D) Type G3, G4 & G16 (RPAS ops). (E) Category H1.

APPENDIX II

(A) Full Name and trade name of the applicant. (B) Full business or residential address the applicant. (C) The Class and number of license in respect of which the amendment is sought (D) Type of air service and the amendment thereto which is being applied for (E) Category of aircraft and the amendment thereto which is being applied for.

(A) **Eugene Pretorius and Associates (Pty) Ltd; EPA.** (B) 30 Liter Street, Middleburg, Mpumalanga. (C) Class III; G1241D. (D) Type G3, G4 & G16 (RPAS ops). (E) Category A4, H1 & H2. **Changes to the MP:** A. D. Davis replaces S. Muser as the Chief Executive Officer & S. J. E. Joubert replaces G. P. Reid as the Air Service Safety Officer and **changes to Shareholding Voting Rights:** E. Pretorius – 33%, Precision Opencast Mining Services (Pty) Ltd – 35%, Pretorius Business Trust – 17% and EPA Employees Share Trust – 15%.

(A) **Gillcor CC.** (B) Room N39, Building 33, CSIR, Meiring Naude Road, Brummeria, 0001. Class III; G1225D. (D) Type G3, G4 & G16 (RPAS ops). (E) Category A4, H1 & H2. **Changes to the MP:** Stefan Timmerman is appointed as the RP: Flight Operations & Jean Jonck as the RP: Aircraft / Security Manager.

(A) **Keetso Enterprise (Pty) Ltd.** (B) 175 Kwart Road, Birch Acres, Kempton Park, 1618. (C) Class II; N1259D. (D) Type N1 & N2. (E) Category A3. **Changes to the MP:** Mr Ruan Schoeman replaces Mr Nkosinathi Bulwana as the RP: Flight Operations and Mr Nkosinathi Bulwana is appointed as the Air Service Safety Officer.

(A) **South African Airways SOC LTD; South African Airways.** (B) Airways Park, Room 110A, Jones Street, OR Tambo International Airport. (C) Class I, II & III; S552D, N553D G554D. (D) Type S1, S2, N1, N2 & G2. (E) Category A1, A2 & A3. **Changes to the MP:** Prince MacDonald Mereothle is appointed as the Responsible Person: Aircraft.

DEPARTMENT OF TRANSPORT

NOTICE 6 OF 2019

**AIR SERVICE LICENSING ACT, 1990 (ACT NO.115 OF 1990)
APPLICATION FOR THE GRANT OR AMENDMENT OF DOMESTIC AIR
SERVICE LICENCE**

Pursuant to the provisions of section 15 (1) (b) of Act No. 115 of 1990 and Regulation 8 of the Domestic Air Regulations, 1991, it is hereby notified for general information that the application detail of which appear in the appendix, will be considered by the Air Service Licensing Council. Representation in accordance with section 15 (3) of the Act No.115 of 1990 in support of, or in position, an application, should reach the Air Service Licensing Council. Private Box X 193, Pretoria, 0001, within 21 days of date of the publication thereof.

APPENDIX I

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(A) Avalon Charters (Pty) Ltd. (B) Main Terminal Building, Virginia Airport, Durban North, 4051. (C) Class II & III. (D) Type N1, N2, G2, G3, G4, G15 & G16 (Power Line Work). (E) Category H2.

(A) Drone Insight (Pty) Ltd. (B) Plot243, Chelsea, Port Elizabeth, 6001. (C) Class III. (D) Type G3, G4 & G16 (RPAS ops). (E) Category H1.

APPENDIX II

(A) Full Name and trade name of the applicant. (B) Full business or residential address the applicant. (C) The Class and number of license in respect of which the amendment is sought (D) Type of air service and the amendment thereto which is being applied for (E) Category of aircraft and the amendment thereto which is being applied for.

(A) Eugene Pretorius and Associates (Pty) Ltd; EPA. (B) 30 Liter Street, Middleburg, Mpumalanga. (C) Class III; G1241D. (D) Type G3, G4 & G16 (RPAS ops). (E) Category A4, H1 & H2. **Changes to the MP:** A. D. Davis replaces S. Muser as the Chief Executive Officer & S. J. E. Joubert replaces G. P. Reid as the Air Service Safety Officer and **changes to Shareholding Voting Rights:** E. Pretorius _ 33%, Precision Opencast Mining Services (Pty) Ltd _ 35%, Pretorius Business Trust _ 17% and EPA Employees Share Trust _ 15%.

(A) Gillcor CC. (B) Room N39, Building 33, CSIR, Meiring Naude Road, Brummeria, 0001. Class III; G1225D. (D) Type G3, G4 & G16 (RPAS ops). (E) Category A4, H1 & H2. **Changes to the MP:** Stefan Timmerman is appointed as the RP: Flight Operations & Jean Jonck as the RP: Aircraft / Security Manager.

(A) Keetso Enterprise (Pty) Ltd. (B) 175 Kwarte Road, Birch Acres, Kempton Park, 1618. (C) Class II; N1259D. (D) Type N1 & N2. (E) Category A3. **Changes to the MP:** Mr Ruan Schoeman replaces Mr Nkosinathi Bulwana as the RP: Flight Operations and Mr Nkosinathi Bulwana is appointed as the Air Service Safety Officer.

(A) South African Airways SOC LTD; South African Airways. (B) Airways Park, Room 110A, Jones Street, OR Tambo International Airport. (C) Class I, II & III; S552D, N553D G554D. (D) Type S1, S2, N1, N2 & G2. (E) Category A1, A2 & A3. **Changes to the MP:** Prince MacDonald Mereotlhe is appointed as the Responsible Person: Aircraft.

DEPARTMENT OF TRANSPORT**NOTICE 7 OF 2019****INTERNATIONAL AIR SERVICE ACT, (ACT NO.60 OF 1993)
GRANT /AMENDMENT OF INTERNATIONAL AIR SERVICE LICENSE**

Pursuant to the provisions of section 17 (12) of Act No.60 of 1993 and Regulation 15 (1) and 15 (2) of the International Air Regulations, 1994, it is hereby notified for general information that the applications, detail of which appear in the Schedules hereto, will be considered by the International Air Services Council (Council) representation in accordance with section 16(3) of the Act No. 60 of 1993 and regulation 25(1) of International Air Services Regulation, 1994, against or in favour of an application, should reach the Chairman of the International Air Services Council at Department of Transport, Private Bag X 193, Pretoria, 0001, within 28 days of the application hereof. It must be stated whether the party or parties making such representation is / are prepared to be represent or represented at the possible hearing of the application.

APPENDIX II

(A) Full name, surname and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of International Air Service to which application pertains. (E) Category or kind of aircraft to which application pertains. (F) Airport from and the airport to which flights will be undertaken. (G) Area to be served. (H) Frequency of flight.

(A) Safair Operations (Pty) Ltd; Safair / Flysafair. (B) Northern Perimeter Road, OR Tambo International Airport, Bonaero Park, 1619. (C) Class II; I/N203. (D) Type N1, N2, N3 & N4. (E) Category A1. **Changes to the Management Plan:** E. J. Conradie is appointed as the Chief Executive Officer, B. D. Mmulane as the RO: Aircraft, A. Theron as the RP: Flight Operations and E. Bodenstein as the Air Service Safety Officer.

DEPARTMENT OF TRANSPORT

NOTICE 8 OF 2019

**AIR SERVICE LICENSING ACT, 1990 (ACT NO.115 OF 1990)
APPLICATION FOR THE GRANT OR AMENDMENT OF DOMESTIC AIR
SERVICE LICENCE**

Pursuant to the provisions of section 15 (1) (b) of Act No. 115 of 1990 and Regulation 8 of the Domestic Air Regulations, 1991, it is hereby notified for general information that the application detail of which appear in the appendix, will be considered by the Air Service Licensing Council. Representation in accordance with section 15 (3) of the Act No.115 of 1990 in support of, or in position, an application, should reach the Air Service Licensing Council. Private Box X 193, Pretoria, 0001, within 21 days of date of the publication thereof.

APPENDIX I

(A) Full name and trade name of the applicant. (B) Full business or residential address of the applicant. (C) Class of licence applied for. (D) Type of air service to which application applies. (E) Category of aircraft to which application applies.

(A) **Avalon Charters (Pty) Ltd.** (B) Main Terminal Building, Virginia Airport, Durban North, 4051. (C) Class II & III. (D) Type N1, N2, G2, G3, G4, G15 & G16 (Power Line Work). (E) Category H2.

(A) **Drone Insight (Pty) Ltd.** (B) Plot 243, Chelsea, Port Elizabeth, 6001. (C) Class III. (D) Type G3, G4 & G16 (RPAS ops). (E) Category H1.

APPENDIX II

(A) Full Name and trade name of the applicant. (B) Full business or residential address the applicant. (C) The Class and number of license in respect of which the amendment is sought (D) Type of air service and the amendment thereto which is being applied for (E) Category of aircraft and the amendment thereto which is being applied for.

(A) **Eugene Pretorius and Associates (Pty) Ltd; EPA.** (B) 30 Liter Street, Middleburg, Mpumalanga. (C) Class III; G1241D. (D) Type G3, G4 & G16 (RPAS ops). (E) Category A4, H1 & H2. **Changes to the MP:** A. D. Davis replaces S. Muser as the Chief Executive Officer & S. J. E. Joubert replaces G. P. Reid as the Air Service Safety Officer and **changes to Shareholding Voting Rights:** E. Pretorius _ 33%, Precision Opencast Mining Services (Pty) Ltd _ 35%, Pretorius Business Trust _ 17% and EPA Employees Share Trust _ 15%.

(A) **Gillcor CC.** (B) Room N39, Building 33, CSIR, Meiring Naude Road, Brummeria, 0001. Class III; G1225D. (D) Type G3, G4 & G16 (RPAS ops). (E) Category A4, H1 & H2. **Changes to the MP:** Stefan Timmerman is appointed as the RP: Flight Operations & Jean Jonck as the RP: Aircraft / Security Manager.

(A) **Keetso Enterprise (Pty) Ltd.** (B) 175 Kwarte Road, Birch Acres, Kempton Park, 1618. (C) Class II; N1259D. (D) Type N1 & N2. (E) Category A3. **Changes to the MP:** Mr Ruan Schoeman replaces Mr Nkosinathi Bulwana as the RP: Flight Operations and Mr Nkosinathi Bulwana is appointed as the Air Service Safety Officer.

(A) **South African Airways SOC LTD; South African Airways.** (B) Airways Park, Room 110A, Jones Street, OR Tambo International Airport. (C) Class I, II & III; S552D, N553D G554D. (D) Type S1, S2, N1, N2 & G2. (E) Category A1, A2 & A3. **Changes to the MP:** Prince MacDonald Mereotlhe is appointed as the Responsible Person: Aircraft.

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