



higher education
& training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA



ADDENDUM 2 TO THE MEMORANDUM OF AGREEMENT

entered into by and between

THE DEPARTMENT OF HIGHER EDUCATION AND TRAINING

(Hereinafter referred to as “**the DHET**”)

and

THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG

(Hereinafter referred to as “**WITS**”)

1. **BACKGROUND**

WHEREAS the Parties entered into a Memorandum of Agreement (hereinafter referred to as "the Master Agreement") on 23 February 2012 on: "The Infrastructure Planning and Delivery Proposals for Two Envisaged Universities in the Northern Cape and Mpumalanga." The Master Agreement is annexed hereto as Annexure "MA1".

AND WHEREAS Addendum 1 to the Memorandum of Agreement, annexed hereto as Annexure "B," was signed on 27 November 2012, extending the period to 01 March 2013.

AND WHEREAS the Parties desire to amend the aforementioned Agreement by amending the provisions indicated below.

2. **INTERPRETATION**

2.1 Words and phrases defined in the Master Agreement shall, unless redefined herein, bear the same meanings in this Addendum.


2.2 This Addendum shall be read as if incorporated in the Master Agreement and shall be construed as an addendum to and not as a novation of the Master Agreement.

2.3 The headings of clauses in this Addendum are for reference purposes only and shall not be taken into account in the construction hereof.

2.4 Save as expressly provided herein, the Master Agreement shall remain unaltered.

2.5 This Addendum will be deemed to have commenced on date of signature hereof.

3. **AMENDMENTS**



Handwritten signatures and initials, including a large signature on the left and initials 'GF', 'AOP', and 'VM' on the right.

3.1 AD Clause 6 of "MA1:" "DURATION AND TERMINATION"

Clause 6.1 is hereby amended by the deletion of the date "31 March 2013" and the substitution therefore by the date "31 March 2014."

Clause 6.1 will thus read as follows:

^{6.1}
~~6.2~~ Irrespective of the date of signature, this Agreement shall commence on 1 November 2011 and shall continue until completion of the Phase 1 Implementation Plan as set out in Appendix 1 including settlement of accounts, by 31 March 2014."

3.2 AD Clause 6 of "MA1:" is amended by the addition of Clause 6.3.

Clause 6.3 will read as follows:

"6.3 In the refinement and early implementation of the Phase 1 Implementation Plan, Wits will support the development of the new universities and will:

- a) identify and implement long lead items that might otherwise cause delay, including: statutory approvals (e.g. environmental, heritage, town planning, etc.) and key bulk services (e.g. traffic, water, sewerage, etc.);
- b) assist the Interim (and first) Councils of the new universities to establish institutional and academic capacity for the 2014 academic start-up programmes, including facilitation of the inputs of other universities; and
- c) assist the DHET and the Interim (and first) Councils to establish infrastructure delivery capacity for each university by facilitating the appointment of project managers, the establishment of rosters of the required design professions, as well as the appointment of framework construction contractors."

3.3 AD APPENDIX 1 of "MA1:" – Phase 1 Implementation Plan

CF
A
V.M.
R.P.
[Handwritten signatures]

CF
A
SF.
R.P.
V.M.
[Handwritten signatures]

Clauses 5 and 7.1 of the Master Agreement provide for the revision of Appendix 1 Phase 1 Implementation Plan.

The Phase 1 Implementation Plan (Appendix 1 of the Master Agreement) is superseded by the extension of Phase 1: Implementation Plan (dated February 2013) attached hereto as Annexure "C."

3.4 AD Clause 8 of "MA1:" " FEES AND DISBURSEMENTS"

Clause 8.1 is hereby amended by the deletion of "R50 000 000 (Fifty million Rand) inclusive of VAT" and the substitution therefore with "R131 296 633 (One hundred and thirty one million, two hundred and ninety six thousand, six hundred and thirty three Rand) inclusive of VAT."

Clause 8.1 will thus read as follows:

"8.1 The DHET shall transfer to WITS an amount of R131 296 633 (One hundred and thirty one million, two hundred and ninety six thousand, six hundred and thirty three Rand), inclusive of VAT, to cover the costs of the Works including fees, direct costs and expenses incurred in performing the Works as per the budget estimates set out in Annexure "C," and is payable as follows:

- a) **R50 000 000 (fifty million Rand) inclusive of VAT already transferred to Wits in 2012and**
- b) **R81 296 633 (eighty one million, two hundred and ninety six thousand, six hundred and thirty three Rand) inclusive of VAT to be transferred to Wits before 31 March 2013."**

Clause 8.3 is hereby amended by the deletion of R50 000 000 and the insertion of R131 296 633.

Clause 8.3 will thus read as follows:

"8.3 The DHET shall pay WITS a Management Fee equal to 2.5% of the total Expenditure in order to cover indirect management and



Handwritten signatures and initials at the bottom right of the page, including a large signature, the initials 'RF', 'ROP', and 'MM', and another signature.

administrative costs and any unrecoverable amounts by WITS. Such percentage sum shall be paid against the amount of R131 296 633 (One hundred and thirty one million, two hundred and ninety six thousand, six hundred and thirty three Rand), inclusive of VAT, that was transferred."

3.5 "MA1" is amended by the addition of Annexure D" annexed hereto which sets out the motivation for this amendment to extend the contract duration to enable completion of key deliverables of the Agreement.

PRETORIA
THUS DONE AND SIGNED AT _____ ON THE 14 DAY OF MARCH 2013

AS WITNESSES

1. [Signature]
2. [Signature]

[Signature]

MR. GWEBINKUNDLA QONDE

For and on behalf of The Department of Higher Education and Training duly authorised thereto

JOHANNESBURG
THUS DONE AND SIGNED AT _____ ON THE 15 DAY OF MARCH 2013

AS WITNESSES

1. [Signature]
2. [Signature]

[Signature]

PROFESSOR LOYISO NONGXA

For and on behalf of The University of the Witwatersrand, Johannesburg duly authorised thereto

[Handwritten initials]
CFP
VM

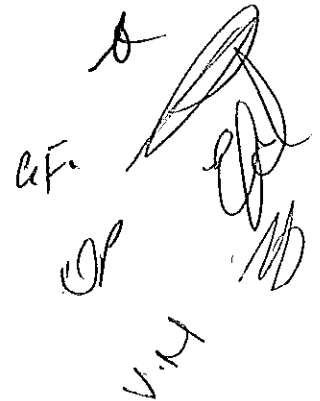
ANNEXURES

ANNEXURE "MA1" Copy of Master Agreement

ANNEXURE "B" Addendum 1 to Memorandum of Agreement

ANNEXURE "C" Phase 1: Implementation Plan

ANNEXURE "D" Motivation and Approval for Addendum 2 to Memorandum of Agreement



Handwritten initials and signatures, including "CF", "OP", "V.H.", and several illegible signatures.

ANNEXURE "MA1" - Copy of Master Agreement

Handwritten initials and signatures:
A
GF.
[Signature]
[Signature]
NP
1.1.14

AGREEMENT

made and entered into by and between

THE DEPARTMENT OF HIGHER EDUCATION AND TRAINING

Herein represented by **Mr GF Qonde**

In his capacity as Director-General of the Department of Higher Education and Training

(Herein referred to as "the DHET")

And

THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG

Herein represented by **Prof Loyiso Nongxa**

In his capacity as Vice Chancellor of the University of the Witwatersrand

(Hereinafter referred to as **WITS**)

**ON THE INFRASTRUCTURE PLANNING AND DELIVERY PROPOSALS FOR TWO
ENVISAGED UNIVERSITIES IN THE NORTHERN CAPE AND MPUMALANGA**

A collection of handwritten signatures and initials in black ink, located in the bottom right corner of the page. The signatures are somewhat stylized and overlapping, with some appearing to be initials like 'V.N.', 'G.F.', and 'L.N.'. There are also several large, circular scribbles or signatures.

TABLE OF CONTENTS

1. PARTIES 3

2. PREAMBLE 3

3. INTERPRETATION 3

4. DEFINITIONS 6

5. APPOINTMENT 11

6. DURATION AND TERMINATION 12

7. SERVICES OF THE UNIVERSITY 12

8. FEES AND DISBURSEMENTS 13

9. CARE AND DILIGENCE 15

10. AUTHORITY FOR ALTERATIONS 15

11. THE DHET'S RESPONSIBILITIES TO THE UNIVERSITY 16

12. GOVERNANCE AND COORDINATING STRUCTURES 17

13. CONFIDENTIALITY 18

14. INTELLECTUAL PROPERTY 18

15. TERMINATION 19

16. DISPUTES 20

17. CESSION OF AGREEMENT 21

18. BREACH 21

19. LIMIT OF LIABILITY 22

20. MISCELLANEOUS MATTERS 22

APPENDIX 1 : New university implementation plan and budget.....

APPENDIX 2 : New university work components and timelines.....

Handwritten signatures and initials in the bottom right corner of the page, including 'V.K.', 'S.H.', 'K.P.', 'G.F.', 'G.S.', 'K.P.', and 'K.P.'.

1. PARTIES

- 1.1. The Department of Higher Education and Training ("DHET").
- 1.2. The University of the Witwatersrand, Johannesburg ("WITS")

2. PREAMBLE

WHEREAS The Department of Higher Education and Training (DHET) has committed itself to building two new Universities in the Northern Cape and Mpumalanga Provinces in collaboration with the respective provinces in order to improve access to post school education opportunities.

AND WHEREAS the two Task Teams appointed by the Minister of Higher Education and Training have completed their work and a consolidated report outlines the general way forward to implementation of the respective Universities.

AND WHEREAS a significant aspect of the way forward is the planning and delivery of infrastructure, for which the DHET requires expert assistance

AND WHEREAS over the past five years WITS has developed specialist capacity in the spatial planning and delivery of university infrastructure.

AND WHEREAS financial management and reporting systems have been established to ensure accountable administration of DHET grant funding towards the existing University capital projects programme

AND WHEREAS DHET and WITS wish to build on their established cooperation in order to implement the infrastructure planning for the two envisaged Universities.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

3. INTERPRETATION

Except to the extent to which the context may otherwise require, this Agreement shall be construed in accordance with the following:

A collection of handwritten signatures and initials in black ink, located in the bottom right corner of the page. The signatures are somewhat stylized and overlapping, with some appearing to be initials like 'WJ', 'M', 'S', 'A', and others that are more complex and cursive.

- 3.1. headings in this Agreement are for convenience only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof;
- 3.2. references herein to the introduction, clauses, appendices and schedules are to the introduction, clauses in and schedules and appendices to this Agreement unless the context requires otherwise. The appendices and schedules to this Agreement will be deemed to be incorporated herein and will form part of this Agreement;
- 3.3. in the event of conflict between the provisions contained in the Agreement and those contained in the appendices, the provisions in the Agreement will prevail unless specifically provided to the contrary;
- 3.4. words importing the singular include the plural and vice versa where the context requires;
- 3.5. any reference to any agreement, appendix or schedule shall be construed as including a reference to any agreement, appendix or schedule amending or substituting that agreement, appendix or schedule;
- 3.6. if any definition in clause 4 contains a substantive provision conferring rights or imposing obligations on any Party, effect must be given to such provision as if it were a substantive provision in the body of this Agreement;
- 3.7. any word or expression related to a word or expression defined in this Agreement bears a corresponding meaning;
- 3.8. any word or expression importing any gender shall include the other genders;
- 3.9. any reference to the provisions of law and any similar reference of general application shall be construed to include both legislation and the common law, and any reference to "legislation" includes any statute, any regulations passed under any statute, as well as any

Handwritten signatures and initials in the bottom right corner, including 'GF', 'A', 'DP', 'ST', and 'I'.

public notice, ruling or similar legislative instrument passed or approved by a Relevant Authority with the requisite authority;

- 3.10. save where specifically provided otherwise, references to statutory provisions are to be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the Signature Date) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification);
- 3.11. the words "include" and "including" are to be construed without limitation;
- 3.12. wherever provision is made for the giving or issuing of any notice, decision, consent, acceptance, agreement, expression of satisfaction, endorsement, approval, certificate, instructions or determination by any Person, unless otherwise specified, such notice, decision, consent, acceptance, agreement, expression of satisfaction, endorsement, approval, certificate, instruction or determination must be in writing and the words "notify", "decide", "consent", "accept", "agree", "endorse", "approve", "certify", "instruct" or "determine" and other related expressions are to be construed accordingly. "Writing" shall exclude any written document that is in the form, either wholly or partially, of a data message as defined in the Electronic Communications and Transactions Act 25 of 2002, and "signed" shall mean a signature executed by hand with a pen and without any electronic process or intervention. This clause excludes day to day operations which do not change the obligations and rights of the parties as defined in this agreement;
- 3.13. references to materials, information, data and other records are to materials, information, data and other records whether stored in electronic, written or other form;
- 3.14. when any number of days or other period is prescribed, it shall be calculated exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or legally recognised public holiday in the Republic of South Africa, in which case the last

Handwritten signatures and initials in the bottom right corner of the page, including 'CF', 'ROP', and 'M'. There are several large, stylized signatures and smaller initials scattered in the area.

day shall be the next day which is not a Saturday, Sunday or legally recognised public holiday in the Republic of South Africa;

- 3.15. whenever this Agreement provides for approvals, consents or expressions of satisfaction by any one of the Parties, that Party may not unreasonably withhold or delay that approval, consent or expression of satisfaction;
- 3.16. each Party must ensure that any decision, determination, instruction, inspection, examination, testing, consent, approval, expression of satisfaction, acceptance, agreement, exercise of discretion (whether sole or otherwise) or similar act required by it from another Party in respect of this Agreement or any Associated Agreements must be applied for or requested promptly;
- 3.17. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;
- 3.18. As this Agreement was negotiated by the Parties, the rule of construction that the terms and provisions thereof shall, in the event of uncertainty or ambiguity, be interpreted against the Party responsible for the drafting or preparation thereof shall not apply;

4. DEFINITIONS

- 4.1. "Agreement" means this document and all appendices and/or schedules hereto;
- 4.2. "Background Intellectual Property rights" means all Intellectual Property rights in existence before the Commencement Date of this Agreement as well as Intellectual Property developed by a Party to this Agreement after its commencement and which does not fall within the scope of the definition of Foreground Intellectual Property;
- 4.3. "Commencement date" means 1 November 2011, notwithstanding

Handwritten signatures and initials in the bottom right corner of the page, including 'KOF', 'SA', 'CF', and other illegible marks.

the date of signature hereof;

4.4. "Confidential Information"

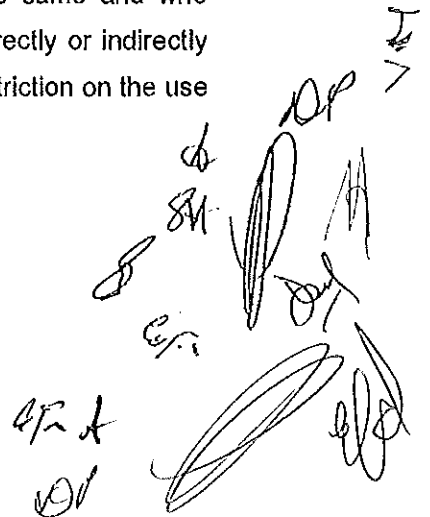
means information that (a) relates to the Disclosing Party's past, present or future research, development, business activities, products, services and technical knowledge, relating to the field and (b) either has been identified as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the other Party that it is claimed as confidential. (As used herein, the Party Disclosing Confidential Information is referred to as the "Disclosing Party" and the Party receiving the Confidential Information is referred to as the "Recipient" or the Receiving Party");

Confidential Information will include any and all tangible and intangible information relating to the management, operations, finances and products or services of the University, including but not limited to, financial data, computer programs and systems, electronic media transferable plans and drawings, projections, existing and proposed and contemplated projects or investments, formulae, processes, methods, products, manuals, supplier lists, customer lists, purchase and sales records, territories, marketing information, Agreements, correspondence, all personal information and secret knowledge, technical information and specifications, manufacturing techniques, designs, circuit diagrams, instruction manuals, blueprints, electronic artwork, samples, devices, demonstrations, formulae, know-how, information concerning materials,

Handwritten signatures and initials in the bottom right corner, including "OP", "SA", "SF", "A", and "Z".

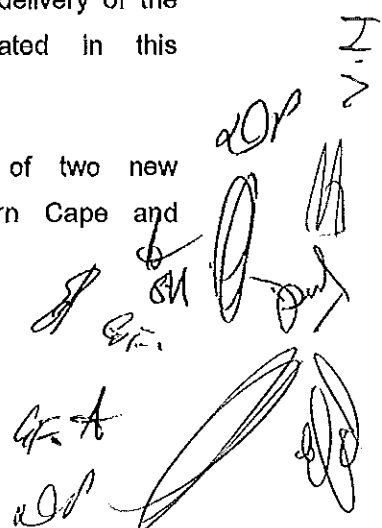
scientific information generally, and other materials of whatever description in which the University has an interest in being kept confidential including scientific knowledge gathered during the course of research and/or claimed as confidential by WITS at the time of disclosure or promptly thereafter and includes information (whether oral, documentary, magnetic, electronic, graphic or digitized) containing or consisting of information or material of a technical, financial, operational, commercial, administrative or planning nature or in the nature of intellectual property of any kind and relating (wholly or in part) to WITS or any of its actual or projected projects, research activities or businesses, including its suppliers, funder's, personnel, students, facilities, assets, financial condition or results, rights, obligations and liabilities and similar or dissimilar information relating to the business of WITS, whether developed by or provided to it by others but shall exclude information which the Receiving Party can prove:-

- (i) was in its lawful possession prior to the first receipt thereof before, on or after the date of this Agreement; or
- (ii) was independently received in good faith from a third party who has the right to disclose the same and who did not receive it directly or indirectly from WITS with restriction on the use thereof; or

Handwritten signatures and initials in the bottom right corner of the page, including several large, stylized signatures and smaller initials.

necessary resources, techniques, know-how, production, development and research, all technical, scientific, theoretical, processing and principals, marketing, promoting, financing, engineering, manufacturing, distributing and transporting, storage and handling, testing and controlling, integrate-able techniques, technologies, data systems and processes, methodologies, trade secrets as well as undisclosed inventions, registered and unregistered patents, trademarks and designs and copyright in any works including literary works and computer software programs;

- 4.11. Key Delivery Dates means the dates stipulated in this Agreement when key outputs of the Works are to be delivered to DHET by WITS;
- 4.12. Management Fee means a Management Fee equal to 2.5% of the total Expenditure;
- 4.13. "Month" means one of the twelve months of the Gregorian calendar;
- 4.14. "Party" means DHET or WITS;
- 4.15. Phase 1 Budget means the Budget for the Works as set out in Appendix 1 and amended from time to time as more information becomes available;
- 4.16. Phase 1 Implementation Plan means the plan set out in Appendix 1 (including time-lines and budget) to deliver a full implementation plan for delivery of the two Universities contemplated in this Agreement;
- 4.17. "Project" means the establishment of two new Universities in the Northern Cape and



Handwritten signatures and initials in the bottom right corner of the page, including 'DOP', 'SH', 'DOP', 'DOP', and 'DOP'.

Mpumalanga Provinces;

- 4.18. Project Management Team means the team assigned and appointed by WITS to project manage the Works;
- 4.19. "Services" means the Services to be performed by WITS to the DHET, as detailed in this Agreement
- 4.20. "Termination Date" means (for the Works) 30 November 2012 or the submission of the final audited report whichever occurs last;
- 4.21. "WITS" means the University of the Witwatersrand, Johannesburg;
- 4.22. "University's Representative" means a person nominated by WITS from time to time to act on its behalf in connection with this Agreement. The current nominated Representative is Mr Spencer Hodgson;
- 4.23. "VAT" means value added tax levied on the supply of goods and services by the Receiver in terms of the Value Added Tax Act 89 of 1991 as amended and already included in the transferred funds;
- 4.24. "Works" means that part of the Project to be executed by WITS as more fully described in Appendix 1 – the Phase 1 Implementation Plan

5. APPOINTMENT

The DHET hereby appoints WITS and WITS accepts the appointment to project manage and resource the spatial and physical planning and development for new institutions of higher learning in the Mpumalanga and the Northern Cape Provinces respectively, in accordance with the approved preliminary Phase 1 Implementation

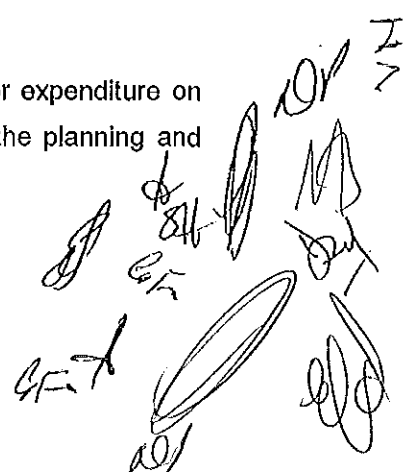
The bottom right corner of the page contains several handwritten signatures and initials. There are approximately seven distinct marks, including what appears to be a large signature, several smaller initials, and some scribbles. The handwriting is in black ink on a white background.

planning and conceptual design of the new institutions in a phased manner as set out in the Phase 1 Implementation Plan and agreed upon from time to time by both Parties;

- 7.3.3. consult within the Technical Integration Committee established with the DHET to ensure its related planning requirements are accommodated and integrated within the overall Implementation Plan;
- 7.3.4. record variations to the Phase 1 Implementation Plan (of scope, time and cost) for the endorsement by the DHET at monthly meetings of the Technical Integration Committee, provided these variations are in keeping with the objectives of this Agreement and within the overall Phase 1 Budget and Key Delivery Dates;
- 7.3.5. Obtain prior approval from the DHET to any variation that may extend the overall Phase 1 Budget and/or Key Delivery Dates.

8. FEES AND DISBURSEMENTS

- 8.1. The DHET shall transfer to WITS an amount of R 50 000 000 (Fifty million Rand), inclusive of VAT, to cover the costs of the Works including fees, direct costs and expenses incurred in performing the Works as per the budget estimates set out in the Phase 1 Implementation Plan.
- 8.2. The DHET reserves the right to request documentary proof of any expenditure and commitments against funds disbursed.
- 8.3. The DHET shall pay WITS a management Fee equal to 2.5% of the total Expenditure in order to cover indirect management and administrative costs and any unrecoverable amounts by WITS. Such percentage sum shall be paid against the amount of R50 000 000-00, inclusive of VAT, that was transferred.
- 8.4. WITS shall:
 - 8.4.1. ring-fence funds received from the DHET strictly for expenditure on the objectives of this Agreement and ensure that the planning and

Handwritten signatures and initials in the bottom right corner of the page, including names like 'G.F.T.', 'R.O.P.', and 'M.P.'.

funds not utilized in accordance with agreed terms should immediately be refunded to the DHET, including interest accrued.

9. CARE AND DILIGENCE

- 9.1. WITS must exercise all reasonable skill, care and diligence in the discharge of the Services agreed to be performed by it. If in the performance of its Services WITS has a discretion exercisable as between the DHET and the contractor, the exercise in good faith by WITS of such discretion shall be binding upon the DHET.
- 9.2. WITS may appoint specialist service providers and/or contractors to design and execute certain part or parts of the Works and shall project manage these services to ensure appropriate risk management measures are instituted, including that:
 - 9.2.1. competent specialists and contractors are selected and contractually appointed; and
 - 9.2.2. adequate professional indemnity insurance is provided by service providers and, in the case of construction contracts, appropriate performance bonds are provided;
- 9.3. Where any persons are engaged in accordance with clause 8.5, WITS shall be under no liability for any negligence, default or omission of such persons.

10. AUTHORITY FOR ALTERATIONS

WITS shall:

- 10.1. have the authority to make alterations in relation to the Works or to Agreements under its control without prior reference to the DHET, provided these variations are in keeping with the objectives of this Agreement and within the overall Phase 1 Budget and Key Delivery Dates. Such changes shall be reported to the DHET at monthly meetings of the Technical Integration Committee as set out in Clause 7.3.4; and

Handwritten signatures and initials in the bottom right corner of the page, including 'NOF', 'ZS', '8A', 'CF', 'A', and 'NOF'.

- 10.2. obtain prior DHET approval to any variation that may extend the overall Phase 1 Budget and/or Key Delivery Dates.

11. THE DHET'S RESPONSIBILITIES TO THE UNIVERSITY

- 11.1. The DHET is the overall owner of the Project and will provide ongoing policy direction and confirmation of the academic architecture and operation of the two institutions, which will shape their physical and spatial planning.
- 11.2. The DHET undertakes to transfer funds to WITS in order to cover the costs of the Service and WITS shall account for expenditure of the amounts transferred in accordance with the requirements of the DHET, which requirements may be revised from time to time.
- 11.3. The DHET will provide overall direction on the nature, scope, academic architecture and operation of the two institutions and will ensure that its inputs are delivered in a timely manner to enable fulfilment of the Implementation Plan.
- 11.4. The DHET will:
 - 11.4.1. facilitate the work of the Project Management Team with information and through relevant stakeholder engagement;
 - 11.4.2. arrange and make provision for entry and ready access of WITS to relevant project sites, as necessary to enable WITS to perform its services.
- 11.5. The DHET shall make available to WITS all relevant information or data pertinent to the Project which is required by WITS, and instruct WITS fully as to the DHET's total requirements in connection with the Project. WITS will be entitled to rely upon the accuracy and completeness of such information and data furnished by the DHET, including information and data originating with any other consultants of the DHET.

Handwritten signatures and initials in the bottom right corner of the page, including names like 'G.F.', 'S.T.', and 'E.J.'.

- 11.6. The DHET shall authorise WITS to act as its agent for such purposes as are necessary to the rendering of its services pursuant to this Agreement.
- 11.7. The DHET shall give prompt consideration to all information, sketches, drawings, specifications, tenders, proposals, contracts and other documents relating to the Project and provided by WITS and, whenever prompt action is necessary, inform WITS of its decisions in such reasonable time so as not to delay the Services of WITS or its service providers.
- 11.8. The DHET shall designate an individual to act as its representative, such person to have complete and exclusive authority to transmit instructions to and receive information from WITS and shall give prompt notice to WITS whenever the DHET becomes aware of any defects or deficiencies in the work or in the contract documents.
- 11.9. The DHET shall ensure that any necessary licences and permits are obtained from municipal, governmental or other authorities having jurisdiction over the Project so as not to delay WITS in the performance of its services.

12. GOVERNANCE AND COORDINATING STRUCTURES

12.1 The Parties undertake to establish governance structures to support implementation of this Agreement and the necessary integration of planning for academic, operational and physical development.

12.1.1 Steering Committee

12.1.1.1 the DHET and WITS will each appoint 3 senior representatives to the Steering Committee which is established to facilitate implementation and governance of this Agreement;

12.1.1.2 key stakeholders such as the Premier's Office and the Institute for Higher Education in each Province will be invited to nominate a senior representative to the Steering Committee;

Handwritten signatures and initials in the bottom right corner of the page, including 'CF', 'A', 'WIT', 'DHET', and 'ZS'.

12.1.1.3 the Steering Committee will meet every 3 months and will receive and review reports on the Implementation Plan from the Project Management Team and the Technical Integration Committee; and

12.1.1.4 the Steering Committee may support recommended adjustments to the Implementation Plan for approval by the DHET, including those of a scope, timing, and/ or budgetary nature.

12.1.2 Technical Integration Committee

12.1.2.1 the Technical Integration Committee will comprise 3 representatives each from the DHET and WITS to enable integration of planning for academic, operational and physical development. These representatives will be directly engaged in aspects of the planning for the new Universities; and

12.1.2.2 the Technical Integration Committee will meet monthly and will make recommendations for implementation by the Project Management Team on studies and investigations relating to the academic and operational aspects of the two Universities.

13. CONFIDENTIALITY

Each of the Parties shall at all times treat all Confidential Information as strictly confidential and shall not, without the prior written consent of the other Party, disclose Confidential Information to any party, or make use of Confidential Information for any purposes other than to comply with its obligations in terms of this Agreement.

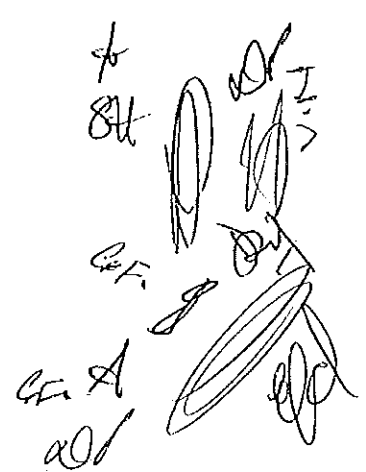
14. INTELLECTUAL PROPERTY

All Foreground Intellectual Property created in the execution of this Agreement shall vest in the DHET, but WITS may use such Intellectual Property for the carrying out of any additional or similar works without the prior consent of the DHET. WITS shall ensure that any Agreements with sub-contractors shall contain a provision whereby any Foreground Intellectual Property is vested in DHET. Nothing contained herein shall have the effect of divesting a Party of any of its rights in its own Background Intellectual Property.

Handwritten signatures and initials in the bottom right corner of the page. The signatures are written in black ink and include several names and initials, such as 'SH', 'KOD', 'Z', 'CF', 'A', 'KOP', and 'elca'. There are also some scribbles and lines drawn over the text.

15. TERMINATION

- 15.1. If at any time the DHET decides to postpone or abandon the whole of the Works, it may thereupon by notice to WITS-
 - 15.1.1. immediately terminate the appointment of WITS under this Agreement, provided that the DHET may, when the Works or any part thereof are postponed, in lieu of so terminating the appointment of WITS require WITS to suspend the carrying out of its Services under this Agreement for the time being ; or
 - 15.1.2. seek to vary this Agreement either by excluding the Services to be performed by WITS in relation to such part of the Works, or by suspending performance of the same and in such notice the DHET must specify the Services affected. WITS shall immediately comply with the DHET's notice and the DHET will honour any outstanding financial commitments already incurred by WITS;
- 15.2. In the event of the failure of the DHET to comply with any of its obligations under this Agreement, or upon the occurrence of any circumstances beyond the control of WITS which are such as to delay or prevent or unreasonably impede the carrying out by WITS of its Services under this Agreement, WITS may upon not less than 60 days' notice to the DHET terminate its appointment under this Agreement, providing that, in lieu of so terminating its appointment, WITS may -
 - 15.2.1. forthwith upon any such failure or the occurrence of any such circumstances suspend the carrying out of its Services hereunder for a period of 60 days (provided that it shall as soon as practicable inform the DHET of such suspension and the reasons therefore); and
 - 15.2.2. at the expiry of such period of suspension either continue with the carrying out of its Services under this Agreement or else, if any of the reasons for the suspension then remain, forthwith to the DHET terminate its appointment under this Agreement.



15.3. Any termination of the appointment of WITS under this Agreement shall not prejudice or affect the accrued rights or claims of either Party to this Agreement.

16. DISPUTES

All disputes between the Parties will be determined in accordance with the provisions of this clause 15.

16.1. Informal Resolution

16.1.1. Within a period of fourteen (14) days after the dispute date the Parties' Representatives will meet to discuss the dispute and will endeavour to resolve the dispute amicably and each Party undertakes at such meeting to make full disclosure to the other of all information and documentation relating to the dispute.

16.1.2. If the Parties are unable to resolve the dispute in terms of clause 16.1.1 within thirty (30) days from the dispute date, the dispute will be referred to the senior management of the Parties or their duly appointed representatives, who will use their best endeavours to resolve the dispute. Their determination will be final and binding and will be carried into effect by the Parties.

16.2. Arbitration

If the individuals described in 16.1.2 are unable to resolve the dispute within a period of thirty (30) days after it has been referred to them, either Party may refer the dispute for arbitration in accordance with the provisions of this clause. Save in the circumstances described in 16.3 or 16.4, any dispute arising out of this Agreement or its interpretation, both while in force and after its termination, will, if arbitrable in law, be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation. Such arbitration will be held in Pretoria unless otherwise agreed.

b
SH
WDP
I
3
CF
Duf
OP
A

16.3. Interim Relief

Nothing in this clause 16 will preclude any Party from seeking interim relief from any competent court having jurisdiction pending the institution of any arbitration proceedings in terms of this clause 16.

16.4. Determination by expert

If the Parties are unable to agree solely on the amount payable by either Party to the other in terms of any provision of this Agreement, the matter will be submitted for determination by an independent adjudicator agreed on by the Parties or, failing agreement, a chartered accountant appointed for the purpose at the instance of either Party by the President for the time being of the Public Accountants' and Auditors Board (Gauteng). The independent adjudicator will act as an expert and not as an arbitrator, and, absent manifest error; his determination will be binding on the Parties.

16.5. General

16.5.1. The successful Party will, in each of the methods of dispute resolution provided for above, be entitled to be awarded a full indemnity for all the costs reasonably incurred by that Party, including attorney and own client costs.

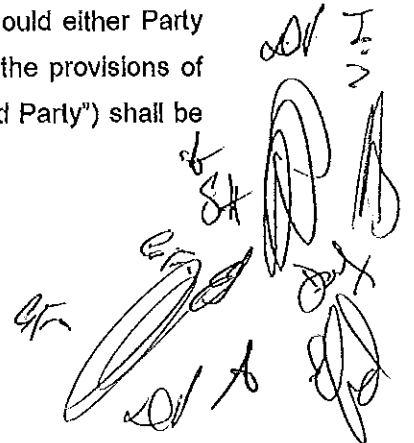
16.5.2. The provisions of this clause 16 will survive the termination of the Agreement.

17. CESSION OF AGREEMENT

A Party shall not cede any of its rights or delegate any of its obligations hereunder or assign or make over this Agreement or any part thereof or any benefit, obligation or any share of interest therein, to any other party without the prior consent of the other Party.

18. BREACH

18.1. Save where this Agreement otherwise provides, should either Party ("the defaulting Party") commit a breach of any of the provisions of this Agreement, then the other Party ("the aggrieved Party") shall be



entitled to instruct the defaulting Party to remedy such failure or default within fourteen (14) days, or such longer period as may be reasonably required in the circumstances, in order to remedy the breach. Should the defaulting Party fail to comply with such notice within the time period prescribed herein, then the aggrieved Party shall be entitled, without prejudice to any of its rights in terms of this Agreement, or other remedy for breach of Agreement as such Party may have at law, to either:

- 18.1.1. request specific performance and claim damages, which shall include legal costs on an attorney/client basis; or
- 18.1.2. in the event of the breach being a material breach, going to the root of this Agreement and being incapable of remedy by payment of money, to terminate this Agreement forthwith and claim damages, which shall include legal costs on an attorney/client basis.

19. LIMIT OF LIABILITY

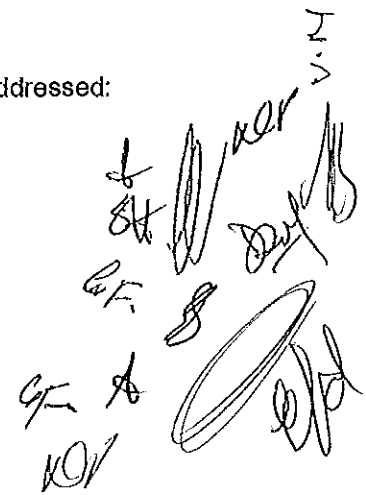
The Parties record that WITS has insured itself against its liability in law for the acts and omissions of persons acting on its behalf, where fault can be attributed to WITS, its affiliates or their respective personnel. WITS hereby indemnifies DHET for any loss of, or damage to, property of DHET, or for claims arising out of any death or injury to any persons, if such loss or damage or claim is sustained as a result of the negligent or wilful act or omission of WITS, provided that maximum liability of WITS in respect of any loss of or damage to property or death of or injury to any person or any other cause resulting or arising from or in connection with any act or omission in terms of this Agreement, whether arising from contract, (including negligence and gross negligence) or otherwise, shall be limited, whether for a single or multiple events, to the extent of its insurance cover herein. The broker of WITS will confirm in writing the terms and scope of the University's insurance cover for this Project.

20. MISCELLANEOUS MATTERS

20.1. Postal Address

20.1.1. Any notice in connection with this Agreement may be addressed:

20.1.1.1. in the case of WITS, to:

Handwritten signatures and initials in the bottom right corner of the page, including 'J. St', 'G.F.', 'K.O.', 'S', 'D.J.', 'M.V.', and a large circular signature.

Physical Address

Jubilee Road
Parktown
Johannesburg

Postal Address

PO Box 696WITS
2050

Fax no: 011 339 8215

Electronic mail address: spencer.hodgson@wits.sc.za

20.1.1.2. in the case of the DHET, to:

Physical Address

123 Schoeman Street
Pretoria
0001

Postal Address

Private Bag X174
PRETORIA
0001

Fax no: 012 323 0291

Electronic mail address: parker.d@dhet.gov.za

20.1.2. The notice will be deemed to have been duly given:

20.1.2.1. seven (7) days after posting, if posted by registered post to the Party's address in terms of this sub-clause;

20.1.2.2. on delivery, if delivered to the Party's physical address set out in 20.1.1;

A collection of handwritten signatures and initials in black ink, located in the bottom right corner of the page. The signatures are somewhat stylized and overlapping, with some appearing to be initials like 'SF', 'A', 'KOP', and 'B'. There are also some larger, more complex signatures that are difficult to decipher.

20.1.2.3. on despatch, if sent to the Party's then fax number or electronic mail address set out in 20.1.1 and confirmed by registered letter posted no later than the next business day;

unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.

20.1.3. A Party may change its address for this purpose to another address in the Republic of South Africa, by notice to the other Party.

20.1.4. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party will be an adequate notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address in terms of 20.1.1.

20.1.5. All notices and correspondence in connection with this Agreement will be in the English language.

20.2. Address for Service of Legal Documents

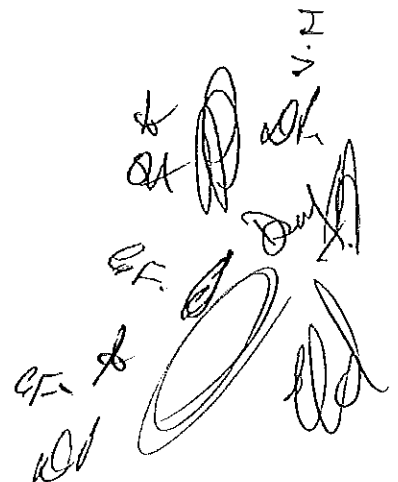
20.2.1. The Parties choose the following physical addresses at which documents in legal proceedings in connection with this Agreement may be served (i.e. their *domicilia citandi et executandi*):

20.2.1.1. The University :

Office of the Director: Legal Services
5th Floor, Senate House
1 Jan Smuts Avenue
Braamfontein
Johannesburg

20.2.1.2. DHET :

123 Schoeman Street
Pretoria

A cluster of handwritten signatures and initials in black ink, located in the bottom right corner of the page. The signatures are somewhat stylized and overlapping, with some appearing to be initials like 'CF' and 'EF'.

20.2.2. A Party may change its address for this purpose to another physical address in the Republic of South Africa at which legal process can be served, by notice to the other Party.

20.3. Entire Agreement

This Agreement and appendixes thereto contains all the express provisions agreed on by the Parties with regard to the subject matter of the Agreement and the Parties waive the right to rely on any alleged express provision not contained in the Agreement.

20.4. No Representations

No Party may rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

20.5. Variation, Cancellation and Waiver

No addition to or variation of any clause of this Agreement (including this clause 20.5), consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination will be of any force or effect unless reduced to writing and signed by both Parties or their duly authorised representatives.

20.6. Indulgences

If either Party at any time breaches any of its obligations under this Agreement, the other Party ("the Aggrieved Party"):

20.6.1. may at any time after that breach exercise any right that became exercisable directly or indirectly as a result of the breach;

20.6.2. will not be stopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that it may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

Handwritten signatures and initials in the bottom right corner of the page. The signatures are in black ink and appear to be initials or names of the parties involved. There are several distinct signatures, some with long horizontal strokes, and some with more complex, cursive-like forms. The initials 'CF' and 'WA' are visible among the signatures.

20.7. Applicable Law

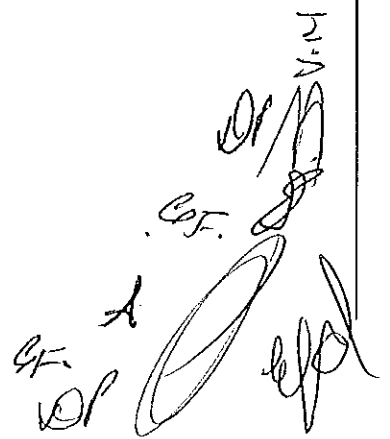
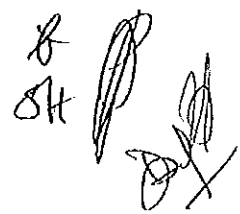
This Agreement will be interpreted and implemented in accordance with the law of the Republic of South Africa.

20.8. Jurisdiction

The Parties consent to the jurisdiction of North Gauteng High Court, Pretoria

20.9. Successors in title

Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee, of a Party shall be bound by this Agreement.



SIGNED at PRETORIA on this 23rd day of FEBRUARY 2014 ¹² GF 8th ^{WP} 11

[Signature]

MR.GWEBINKUNDLA QONDE

For THE DEPARTMENT OF HIGHER EDUCATION AND TRAINING and
duly authorised thereto

AS WITNESSES (DHET):

- 1. [Signature]
- 2. [Signature]

SIGNED at JOHANNESBURG on this 19 day of 02 2014 ¹² GF 8th ^{WP} 11

[Signature]

PROF. LOYISO NONGXA

For the UNIVERSITY OF WITWATERSRAND and duly authorised thereto

AS WITNESSES (WITS)

- 1. [Signature]
- 2. [Signature]

[Handwritten notes and signatures]

APPENDIX 1

b
M
DP
84
CF
A
CF
201

Version 20111130

Annexure 1

Phase 1 Implementation Plan for the Establishment of Two New Universities in Mpumalanga & Northern Cape

Objective Phase 1 Planning for the establishment for 2 new universities in Mpumalanga and Northern Cape, Phase 1 Planning Budget 2011/12 Year - R50m
Proposed Development which will be confirmed through the planning process comprises: Mpumalanga - Facilities for ultimately approx 15,000 students with Stage 1 for approx 3,000 students, including general lecture theatres, seminar rooms, laboratories (if confirmed), and other academic facilities as well as residence accommodation for approx 30% of students on campus, multi purpose sports fields, academic and administration offices, security, IT backbone, ancillary facilities Northern Cape: Facilities for ultimately approx 4,500 students with Stage 1 for 1,500 students, including general lecture theatres, seminar rooms, laboratories (if confirmed), and other academic facilities as well as residence accommodation for approx 80% of students on campus, 1 multi purpose sports field, academic and administration offices, security, IT backbone, ancillary facilities
To be read in conjunction with the following documents: 1. Final Report on the Establishment of New Universities in the Northern Cape and Mpumalanga Provinces
Phase 1 Planning & Design - comprises 1. Feasibility Assessment of potential sites within NC & MP based on the Academic Architecture and political direction provided by DHET 2. Support to DHET in the determination and finalisation of the Academic Architecture & operational requirements for the 2 universities, including specialist studies as requested by DHET. 3. Feasibility Assessment (including specialist studies) of selected sites in MP & NC including: a. Bulk services assessments (requirements, costs, timelines for delivery, funding sources) b. Socio Economic Impact assessment (Impact on local economy & community, job creation, upstream/down stream benefits, multiplier effects etc.) c. Land assembly (cost, timeline, conditions & constraints) d. Environmental Assessment Report (including environmental approval route, specialist studies required, time lines & costs) 4. Spatial Development Frameworks for MP & NC (including regional context, scoping, proposed Stage 1 development and long term spatial plan) 5. Concept design for Stage 1 University Development (architectural in terms of space norms, updating of Spatial Development Frameworks, Infrastructure (earthworks, roads, water, sewers, electricity supply, IT etc) 6. Preliminary design of some elements of Stage 1 as agreed with DHET 7. Implementation Plan for the further development and roll out for both universities including scope of work, deliverables, timelines, costs and cashflows, compilation of specialist studies and design work done to date.

WC No.	Work Component / Deliverables	Period
	DHET Work Components	
1	Identify, confirm and prepare the seat and possible sites of delivery for the 2 new Universities Deliverables: Identified seat and sites of delivery	Nov 11-Jan 12
1.1	Analyse reports from the Technical task teams and presentations of the	Done
1.2	Compile list of possible sites per province to be visited in November	In Prog
1.3	Mpumalanga	
1.3.1	Engage with the MP province and premier	Nov-11
1.3.2	Determine state land available from public works	
1.3.3	Expedite the upgrading of Ndebele college operational in 2013 for teacher	Jan-12
1.3.4	Engage with UJ to be ready for offering in 2013	
1.3.5	Nominate the seat and possible site(s) of delivery	
1.4	Northern Cape	Nov-Dec 11
1.4.1	Engage with De Beers with regard to offered land in Kimberley	
1.4.2	Determine seat and possible site(s) of delivery: Kimberley, Upington, Kuruman,	
1.4.3	Arrange the purchasing and legal aspects of the transfer of the title deeds.	
1.5	Conduct site visits to MP and NC with the Project Management team	Nov-Dec 11

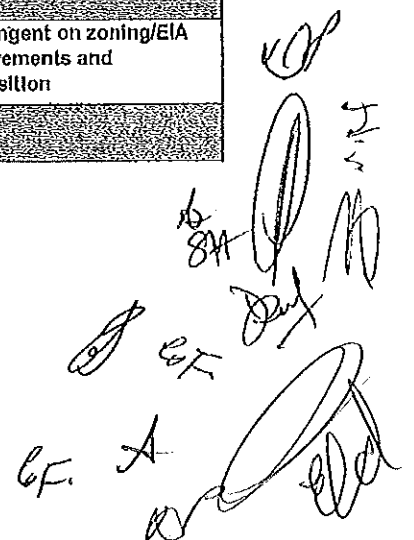
Handwritten signatures and initials, including 'V.N.', 'G.F.', and other illegible marks, are present in the bottom right corner of the page.

APPENDIX 2

B
SA
Dx

A
CF
V.N
A
CF
A
A

No.	Work Component / Deliverable /Activity	Resp	Period	Comments
1.0.1	Bulk Services - water/reticulation /earthworks / electricity / power supply / transport / waste management	PMT	Feb-Dec 12	servicing can only commence after EIA & design & budget confirmation
2	Appoint a Project management team and Project manager Deliverable: Project management team (WITS) and project manager (DHET) appointed			done
2.1	Draft Terms of Reference for Project management team	Ms D de Klerk	Sep-11	done
2.2	Prepare and submit submission to Minister to appoint an expert team from WITS	Dr E van Staden	Sep-11	done
2.3	MoU between DHET and WITS	Dr Parker	In Prog	in process
2.4	Engage with UJ and UP for additional expertise	Dr Parker	Sep-11	tdb if necessary
2.5	Identify appropriate person as a DHET Project manager (in DHET)	Dr E v Staden/ Parker	Sep-11	in process see 2.8
2.6	Appoint Project management team	Dr D Parker	Oct-11	Nov-11
2.7	Conduct a meeting with Project management Team with specific focus on environmental assessment/ economic impact and spatial development of all identified sites	Dr D Parker	Nov-11	done
2.8	Appoint DHET Project manager	Dr D Parker	Oct-11	in process
3	Obtain funding for Infrastructure development Deliverable: Funding for initiation of the universities as well as development of Infrastructure			tdb
3.1	Prepare and submit submission to minister regarding the PIC process	Mr Makgoba	Sep-11	done
3.2	Draft letter to Minister of Finance requesting an engagement for funding	Mr Makgoba	Sep-11	done
3.3	Arrange meeting with CFO regarding exploration of possible avenues to follow to obtain additional funding	Ms B Swart	Sep-11	tdb
3.4	Engage with National Treasury to seek advise indicating insufficient funding from the MTEF bids	Mr Makgoba	Nov-11	done
3.5	Identify and engage with various funders to secure additional funding	Mr Makgoba	Oct 11 - Feb 12	Funding confirmation key risk
4	Gazette the announcement of the seat (s) of the New Universities Deliverable: Promulgation of the new universities Note see Work Component 8 for additional details			tdb
4.1	Finalize the role of NIHE - continuation or termination; facilities and staff through an engagement	Dr D Parker / Ms P Whittle	Jan-12	tdb
4.2	Advise the minister of amendment to the HE Act in case dissolving of NIHE	Ms P Whittle	Feb-12	tdb
4.3	Identify, approach and approve members of interim Council - submission to Minister	Ms P Whittle	Jan-12	tdb
4.4	Prepare notice in the Gazette indicating the name, type of institution, date of establishment, physical location and official address	Ms P Whittle	Feb-12	Contingent on zoning/EIA requirements and acquisition
4.5	Prepare a published notice for the daily newspapers of applicable area.	Ms P Whittle	Feb-12	tdb



 CF. A

No.	Work Component / Deliverable /Activity	Resp	Period	Comments
5	Develop the academic architecture of the new Universities Deliverable: PQM architect in line with the institutional type, mode of offering and site of delivery			
5.1	Write submission to minister requesting advice from the CHE regarding the recommendations in the consolidated report –for final submission in Nov	Ms D de Klerk	Sep-11	Done - waiting for advice
5.2	Conduct an analysis on the concept of a University college after obtaining the political view	Mr I Lephale	Sep-11	In process
5.3	Motivate and adopt the concept of a Comprehensive University understanding that the initial programmes should be UoT type programmes	Dr E v Staden	Oct-11	tbd
5.4	Identify anchor programmes to indicate the institutions "modest beginning" which is not cost intensive, vocational or professional in identified study fields as suggested by the TT.	Dr E v Staden / Ms v Rensburg	Jan-12	tbd
5.5	Develop a PQM with a phase in approach depending on the sites of delivery identified, for engagement with the new Interim Council	Dr E van Staden	Jan-12	tbd
5.6	Incorporate CHE advise in Planning process	Dr E van Staden	Jan-12	tbd
5.7	Identify offering arrangements with existing providers for continuation of academic quality whilst PQM clearance is provided	Ms v Rensburg	Jan - Dec 12	tbd
6	Spatial Requirements confirmed - campus size, facilities, infrastructure and phasing require	PMT	Jan-12	
6.1	Facilities required and phasing confirmed			
6.2	Bulk, connector and internal infrastructure requirements confirmed		Feb-12	Likely to take longer to assess
6.3	Teaching facilities and phasing confirmed		Jan-12	
6.4	Administration facilities and phasing confirmed		Jan-12	
6.5	Accommodation (staff & student) and phasing confirmed		Jan-12	
6.6	Recreational facilities and phasing confirmed		Jan-12	
6.7	Ancillary facilities and phasing confirmed		Jan-12	
7	Site Confirmed and Acquired - which meets the space requirements		Feb-12	Likely to take longer to negotiate
7.1	Mpumalanga			
7.1.1	Site assessment of each site undertaken to confirm suitability feasibility, availability.		Feb-12	Likely to take longer see detailed timelines
7.1.2	Site acquisition strategy confirmed		Feb-12	
7.1.3	Site confirmed for acquisition		Mar-12	
7.1.4	Site acquired		May-12	
7.2	Northern Cape			
7.2.1	Site assessment of each site undertaken to confirm suitability feasibility, availability.		Feb-12	Likely to take longer see detailed timelines
7.2.2	Site acquisition strategy confirmed		Feb-12	
7.2.3	Site confirmed for acquisition		Mar-12	
7.2.4	Site acquired		May-12	
8	Announcement by Minister - announcing the new university/ies including the location, phase 1 size and initial academic focus		Jun-12	Date of April mentioned elsewhere, clarify. Spatial plan & bulk services assessments required
8.1	Confirmation of site/s		Mar-12	
8.2	General academic scope		Feb-12	

107 2
 7
 CF
 A
 CF

No.	Work Component / Deliverable /Activity	Resp	Period	Comments
8.3	Preliminary spatial framework		Apr-12	
8.4	Social economic impact assessment		Mar-12	
8.5	Communication Plan for announcement (where, when how, who involved, etc.)		Apr-12	
9	Bulk Infrastructure requirements confirmed - all required bulk infrastructure is in place to service the site		Mar-12	
9.1	Appoint Civil Engineer for assessment of roads, stormwater, sewers, solid waste		Jan-12	
9.1.1	Prepare TOR & procurement document			
9.1.2	Obtain tender quotes			
9.1.3	Select and appoint Service Provider			
9.1.4	Receive services report incl costing			
9.1.6	Approve services report		Mar-12	
9.1.6	Sign off contract			
9.2	Appoint Electrical Engineer for assessment of bulk electricity		Jan-12	
9.2.1	Prepare TOR & procurement document			
9.2.2	Obtain tender quotes			
9.2.3	Select and appoint Service Provider			
9.2.4	Receive services report incl costing			
9.2.5	Approve services report		Mar-12	
9.2.6	Sign off contract			
9.3	Appoint IT Infrastructure Specialist for assessment of IT Backbone		Jan-12	
9.3.1	Prepare TOR & procurement document			
9.3.2	Obtain tender quotes			
9.3.3	Select and appoint Service Provider			
9.3.4	Receive services report incl costing			
9.3.5	Approve services report		Mar-12	
9.3.6	Sign off contract			
9.4	Bulk services (road access, stormwater, bulk electricity, water, sanitation, solid waste, IT backbone etc.) specified & costed		Jun-12	
9.4.1	Road access			
9.4.2	Stormwater			
9.4.3	Bulk Electricity			
9.4.4	Bulk Water			
9.4.5	Sanitation			
9.4.6	Solid Waste			
9.4.7	IT Backbone			
10	Spatial Planning & Design Team Appointed - Urban & Town Planning, Architect/s, Structural Eng, Civil Eng, Electrical Eng, Mech Eng, Quantity Surveyor, OHS		Jan-Mar 12	
10.1	Mpumafanga			
10.1.1	Spatial Development framework including a Campus Master Plan		Jan 12-Apr 12	
10.1.1.1	Prepare TOR & procurement document		Jan-12	
10.1.1.2	Appointment of Urban Planner			
10.1.1.3	Briefing			
10.1.1.4	Concept			
10.1.1.5	Approval			
10.1.1.6	Detailed plan			
10.1.1.7	Approval		Apr-12	
10.1.2	Zoning Approval			Risk if complicated rezoning required
10.1.2.1	Assess zoning requirements		Feb-12	

KOP
 I
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100

No.	Work Component / Deliverable /Activity	Resp	Period	Comments
10.1.2.2	Consultation with zoning authorities			
10.1.2.3	Prepare rezoning application if required			
10.1.2.4	Rezoning advertisement and process			
10.1.2.5	Approval of rezoning		tbc	
10.1.3	Environmental Approval			Risk if basic assessment or full EIA needed
10.1.3.1	Prepare TOR & procurement document		Jan-12	
10.1.3.2	Appoint Service Provider		Feb-12	
10.1.3.3	Assessment of impact of project and likely environmental approval requirements and timeframe		Mar-12	
10.1.3.4	Prepare EIA application if required		tbc	
10.1.3.5	Facilitate environmental approval process			
10.1.3.6	Facilitate environmental consultation process			
10.1.3.7	Environmental approval obtained		Dec 12	If Basic Assessment Required
10.1.4	Economic Impact Assessment			
10.1.4.1	Prepare TOR & procurement document		Jan-12	
10.1.4.2	Appoint Service Provider			
10.1.4.3	Receive assessment report			
10.1.4.4	Approval assessment report		Mar-12	
10.1.5	Design & Construction		Jun 12 - Dec 13	
10.1.4.1	Appoint Professional Team			
10.1.4.2	Prepare TOR & procurement documents for design team			
10.1.4.3	Obtain tender quotes			
10.1.4.4	Select and appoint Service Providers			
10.1.4.5	Brief Design Team			
10.1.4.6	Concept Stage			
10.1.4.7	Concept Design & Costing			
10.1.4.8	Receive concept design report			
10.1.4.9	Approve concept design report			
10.1.4.10	Preliminary Design Stage			
10.1.4.11	Preliminary Design & Costing			
10.1.4.12	Receive Preliminary Design Report			
10.1.4.13	Approve Preliminary Design Report			
10.1.4.14	Detailed Design Stage			
10.1.4.15	Detailed Design & Costing			
10.1.4.16	Receive Detailed Design Report			
10.1.4.17	Approve Detailed Design Report			
10.1.4.18	Construction Drawings Stage			
10.1.4.19	Prepare construction drawings			
10.1.4.20	Approval of construction drawings			
10.1.4.21	Construction Tender Stage			
10.1.4.22	Prepare tender documents			
10.1.4.23	Prepare tender drawings			
10.1.4.24	Approval of Tender Documents			
10.1.4.25	Advertise tenders			
10.1.4.26	Tender close			
10.1.4.27	Adjudication and tender award			
10.1.4.28	Construction Stage			
10.1.4.29	Construction site establishment			
10.1.4.30	Construction			
10.1.4.31	Commissioning Stage			
10.1.4.32	Inspection			
10.1.4.33	Rectification			
10.1.4.34	Approval for hand over			
10.1.4.35	Handover Stage			
10.1.4.36	Hand over to facilities manager			

CF-2
 CF-1
 CF-3
 CF-4
 CF-5
 CF-6
 CF-7
 CF-8
 CF-9
 CF-10
 CF-11
 CF-12
 CF-13
 CF-14
 CF-15
 CF-16
 CF-17
 CF-18
 CF-19
 CF-20
 CF-21
 CF-22
 CF-23
 CF-24
 CF-25
 CF-26
 CF-27
 CF-28
 CF-29
 CF-30
 CF-31
 CF-32
 CF-33
 CF-34
 CF-35
 CF-36
 CF-37
 CF-38
 CF-39
 CF-40
 CF-41
 CF-42
 CF-43
 CF-44
 CF-45
 CF-46
 CF-47
 CF-48
 CF-49
 CF-50
 CF-51
 CF-52
 CF-53
 CF-54
 CF-55
 CF-56
 CF-57
 CF-58
 CF-59
 CF-60
 CF-61
 CF-62
 CF-63
 CF-64
 CF-65
 CF-66
 CF-67
 CF-68
 CF-69
 CF-70
 CF-71
 CF-72
 CF-73
 CF-74
 CF-75
 CF-76
 CF-77
 CF-78
 CF-79
 CF-80
 CF-81
 CF-82
 CF-83
 CF-84
 CF-85
 CF-86
 CF-87
 CF-88
 CF-89
 CF-90
 CF-91
 CF-92
 CF-93
 CF-94
 CF-95
 CF-96
 CF-97
 CF-98
 CF-99
 CF-100

No.	Work Component / Deliverable /Activity	Resp	Period	Comments
10.1.4.37	Maintenance period Stage			
10.1.4.38	Inspection at end of maintenance period			
10.1.4.39	Rectification			
10.1.4.40	Completion report			
10.1.4.41	Contract Close out			
10.2	Northern Cape			
10.2.1	Spatial Development framework Including a Campus master plan		Apr-12	
	Prepare TOR & procurement document		Jan-12	
10.2.1.1	Appointment of Urban Planner			
10.2.1.2	Briefing			
10.2.1.3	Concept			
10.2.1.4	Approval			
10.2.1.5	Detailed plan			
10.2.1.6	Approval		Apr-12	
10.2.2	Zoning Approval			
10.2.2.1	Assess zoning requirements		Feb-12	
10.2.2.2	Consultation with zoning authorities			
10.2.2.3	Prepare rezoning application If required			
10.2.2.4	Rezoning advertisement and process			
10.2.2.5	Approval of rezoning		tbc	
10.2.3	Environmental Approval			Risk if basic assessment or EIA required
10.2.3.2	Prepare TOR & procurement document		Jan-12	
10.2.3.3	Appoint Service Provider		Feb-12	
10.2.3.4	Assessment of Impact of project and likely environmental approval requirements and timeframe		Mar-12	
10.2.3.5	Prepare EIA application If required		tbc	
10.2.3.6	Facilitate environmental approval process			
10.2.3.7	Facilitate environmental consultation process			
10.2.3.8	Environmental approval obtained		Dec 12 if Basic Assessment Required	
10.2.4	Economic Impact Assessment			
10.2.4.1	Prepare TOR & procurement document		Jan-12	
10.2.4.2	Appoint Service Provider			
10.2.4.3	Receive assessment report			
10.2.4.4	Approval assessment report		Mar-12	
10.2.4	Design & Construction		Jun 12 - Dec 13	
10.2.4.1	Appoint Professional Team			
10.2.4.2	Prepare TOR & procurement documents for design team			
10.2.4.3	Obtain tender quotes			
10.2.4.4	Select and appoint Service Providers			
10.2.4.5	Brief Design Team			
10.2.4.6	Concept Stage			
10.2.4.7	Concept Design & Costing			
10.2.4.8	Receive concept design report			
10.2.4.9	Approve concept design report			
10.2.4.10	Preliminary Design Stage			
10.2.4.11	Preliminary Design & Costing			
10.2.4.12	Receive Preliminary Design Report			
10.2.4.13	Approve Preliminary Design Report			
10.2.4.14	Detailed Design Stage			
10.2.4.15	Detailed Design & Costing			
10.2.4.16	Receive Detailed Design Report			
10.2.4.17	Approve Detailed Design Report			
10.2.4.18	Construction Drawings Stage			
10.2.4.19	Prepare construction drawings			

G.F. A
 KOP-2
 KOP-1
 KOP-3
 KOP-4
 KOP-5
 KOP-6
 KOP-7
 KOP-8
 KOP-9
 KOP-10
 KOP-11
 KOP-12
 KOP-13
 KOP-14
 KOP-15
 KOP-16
 KOP-17
 KOP-18
 KOP-19
 KOP-20
 KOP-21
 KOP-22
 KOP-23
 KOP-24
 KOP-25
 KOP-26
 KOP-27
 KOP-28
 KOP-29
 KOP-30
 KOP-31
 KOP-32
 KOP-33
 KOP-34
 KOP-35
 KOP-36
 KOP-37
 KOP-38
 KOP-39
 KOP-40
 KOP-41
 KOP-42
 KOP-43
 KOP-44
 KOP-45
 KOP-46
 KOP-47
 KOP-48
 KOP-49
 KOP-50
 KOP-51
 KOP-52
 KOP-53
 KOP-54
 KOP-55
 KOP-56
 KOP-57
 KOP-58
 KOP-59
 KOP-60
 KOP-61
 KOP-62
 KOP-63
 KOP-64
 KOP-65
 KOP-66
 KOP-67
 KOP-68
 KOP-69
 KOP-70
 KOP-71
 KOP-72
 KOP-73
 KOP-74
 KOP-75
 KOP-76
 KOP-77
 KOP-78
 KOP-79
 KOP-80
 KOP-81
 KOP-82
 KOP-83
 KOP-84
 KOP-85
 KOP-86
 KOP-87
 KOP-88
 KOP-89
 KOP-90
 KOP-91
 KOP-92
 KOP-93
 KOP-94
 KOP-95
 KOP-96
 KOP-97
 KOP-98
 KOP-99
 KOP-100

No.	Work Component / Deliverable /Activity	Resp	Period	Comments
10.2.4.20	Approval of construction drawings			
10.2.4.21	Construction Tender Stage			
10.2.4.22	Prepare tender documents			
10.2.4.23	Prepare tender drawings			
10.2.4.24	Approval of Tender Documents			
10.2.4.25	Advertise tenders			
10.2.4.26	Tender close			
10.2.4.27	Adjudication and tender award			
10.2.4.28	Construction Stage			
10.2.4.29	Construction site establishment			
10.2.4.30	Construction			
10.2.4.31	Commissioning Stage			
10.2.4.32	Inspection			
10.2.4.33	Rectification			
10.2.4.34	Approval for hand over			
10.2.4.35	Handover Stage			
10.2.4.36	Hand over to facilities manager			
10.2.4.37	Maintenance period Stage			
10.2.4.38	Inspection at end of maintenance period			
10.2.4.39	Rectification			
10.2.4.40	Completion report			
10.2.4.41	Contract Close out			
11	Capex Funding for Spatial Development confirmed - for earthworks, Infrastructure (bulk, connector and Internal), buildings, facilities, accommodation (staff & student) IT connectivity etc.		to be confirmed	
11.1	Phasing of site development confirmed			
11.2	Development costs, phasing and cash flow estimated			
11.3	Funding for each bulk service confirmed			
11.4	Delivery date for each bulk service confirmed			
11.5	Bulk services Implementation Plan confirmed			
11.6	Facilities funding confirmed for the on campus development			
12	Capex Development Programme - establishment and Implementation of Capex Development Programme including governance structure, Project Management Office, Programme Implementation Plan		Mar-12	
12.1	Capex Programme Implementation Plan (CAPEX PIP) confirmed			
12.2	Governance structure confirmed			
12.3	Project Management Office established			
12.4	Project Management team appointed			
12.5	Capex programme implemented in terms of the CAPEX PIP			
12.6	Monthly Progress reporting			
13	Operational Requirements confirmed - academic & administrative staffing, financial system, HR system, student administration, academic programmes, student housing administration, security, IT, etc.			
13.1	Institutional leadership and academic staffing and phasing confirmed			
13.2	Administration staff requirements confirmed			
13.3	HR System confirmed			
13.4	Student Administration system confirmed			

Handwritten signatures and initials, including "GF", "A", and "W.H.", are present in the bottom right corner of the page.

No.	Work Component / Deliverable /Activity	Resp	Period	Comments
13.6	Student housing administration system confirmed			
13.8	Security and IT systems confirmed			
14	Operational Budget confirmed - covering all operational requirements			
14.1	Annual and 5 year Operational budget and phasing specified Operational budget confirmed			
16	Operational Development Programme - establishment and implemented including academic & administrative staffing, financial system, HR system, student administration, academic programmes, student housing administration, security, IT, etc.			
15.1	Operational Programme Implementation Plan (OPEX PIP) confirmed			
15.2	Governance structure confirmed			
15.3	Project Management Office established			
15.4	Project Management team appointed			
15.5	Capex programme implemented in terms of the PIP			
16	Fully Functional Phase 1 of University - comprising Phase 1 of facilities and of staffing and operational systems		Jan-14	

* SH P
 J
 COT
 KOP
 LF
 J

 A
 I
 J
 OP

ANNEXURE "B" Addendum 1 to Memorandum of Agreement

Dpt/sm/efd
Addendum 2 to DIHET / Wits Agreement v2 DRAFT
19/02/2013

Page 8 of 12

Handwritten signatures and initials, including "EF" and "H".



WITS
original
to be returned to
WITS *ME*

ADDENDUM TO THE MEMORANDUM OF AGREEMENT

entered into between

THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG

(Hereinafter referred to as "WITS")

and

THE DEPARTMENT OF HIGHER EDUCATION AND TRAINING

(Hereinafter referred to as "the DHET")

[Handwritten signatures and initials]
A
CF.
LVR
V.M.
A
ME
A
CF.
A
A

1. **BACKGROUND**

WHEREAS the Parties entered into an Agreement on 23 February 2012 on: "The Infrastructure Planning and Delivery Proposals for Two Envisaged Universities in the Northern Cape and Mpumalanga." The Master Agreement is annexed hereto as Annexure "MA1".

AND WHEREAS the Parties desire to amend the aforementioned Agreement by amending the provisions indicated below.

2. **INTERPRETATION**

- 2.1 Words and phrases defined in the Master Agreement shall, unless redefined herein, bear the same meanings in this addendum.
- 2.2 This Addendum shall be read as if incorporated in the Master Agreement and shall be construed as an addendum to and not as a novation of the Master Agreement.
- 2.3 The headings of clauses in this addendum are for reference purposes only and shall not be taken into account in the construction hereof.
- 2.4 Save as expressly provided herein, the Master Agreement shall remain unaltered.
- 2.5 This Addendum will be deemed to have commenced on date of signature hereof.

3. **AMENDMENTS**

3.1 **Clause 6 "DURATION AND TERMINATION"**

Clause 6.1 is hereby amended by the deletion of the date "30 November 2012" and the substitution therefore by the date "31 March 2013".

Clause 6.1 will thus read as follows:

"Irrespective of the date of signature, this Agreement shall commence on 1 November 2011 and shall continue until completion of the Phase 1 Implementation Plan as set out in Appendix 1 including settlement of accounts, by 31 March 2013."

Handwritten signatures and initials, including 'LVR', '4F.', and '20/11/12', are present at the bottom right of the page.

3.2 Clause 6.2 is hereby amended by deletion of the date "1st July 2012" and the substitution therefore by the date "31 March 2013".

Clause 6.2 will thus read as follows:

"By the 31 March 2013, WITS will deliver to DHET key outcomes of the Phase 1 Implementation Plan, including a draft implementation plan for the establishment of the two Universities together with a communication plan enabling promulgation of the seats of the respective Universities by the DHET."

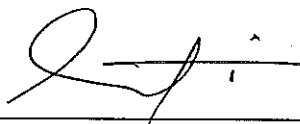
3.3 By the addition of Annexure "B" which sets out the motivation for this amendment to extend the contract duration to enable completion of key deliverables of the Agreement.

THUS DONE AND SIGNED AT PRETORIA ON THE 27 DAY OF Nov. 2012

AS WITNESSES

1. 


2. 

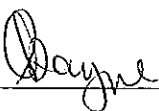



MR. GWEBINKUNDLA QONDE

For and on behalf of The Department of Higher Education and Training duly authorised thereto

AS WITNESSES

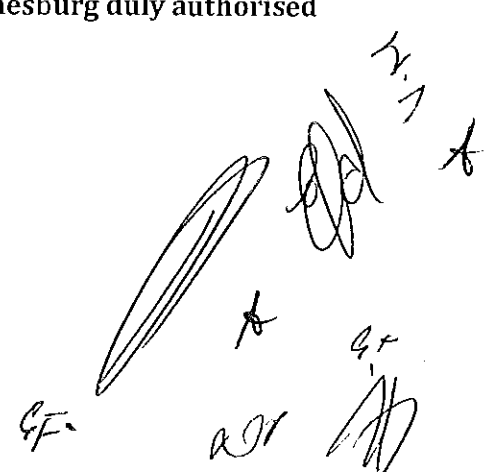
1. 

2. 



PROFESSOR LOYISO NONGXA

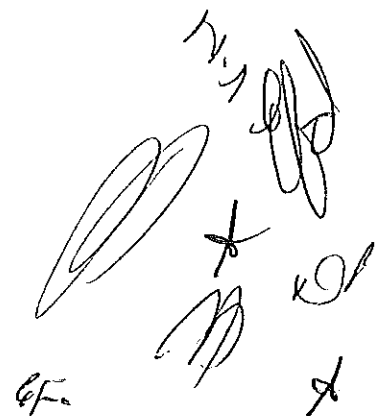
For and on behalf of The University of the Witwatersrand, Johannesburg duly authorised thereto



ANNEXURE "MA1" - Copy of Master Agreement

DPT/sm
Addendum to DIET Agreement
V1
23/11/2012

Page 5 of 5

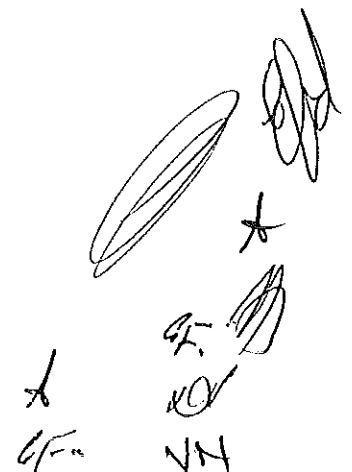


Handwritten signatures and initials, including a large signature on the left, a signature on the right, and several smaller initials or marks below them.

ANNEXURE "C" Phase 1: Implementation Plan

Dpt/sm/efd
Addendum 2 to DHET / Wits Agreement v2 DRAFT
19/02/2013

Page 9 of 12



Handwritten signatures and initials in the bottom right corner, including a large signature, a cross, and several other initials.

ANNEXURE C Revised Phase 1 Implementation Plan

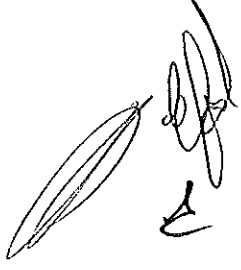
Contents

ANNEXURE C.1 - Summary Phase 1 Implementation Plan for the Establishment of Two New Universities in Mpumalanga & Northern Cape

ANNEXURE C.2 - Control Budget: Phase 1 Implementation Plan for the Establishment of Two New Universities in Mpumalanga & Northern Cape



ANNEXURE C.3 - Control Budget: Phase 1 Institutional Establishment for each new university

ANNEXURE C.4 - Procurement Plan 2011 to 2013 Budget R131,27m


A SF
OP
VN

**ANNEXURE C.1 - Summary Phase 1 Implementation Plan for the
Establishment of Two New Universities in Mpumalanga & Northern Cape**

A



SE
OP
VM

Summary Phase 1 Implementation Plan for the Establishment of Two New Universities in Mpumalanga & Northern Cape

Objective

Planning, design and establishment for start up of New universities in Mpumalanga and Northern Cape, Planning Budget 2011/12 Year - R50m, 2012/13 - R81,296,633, Total-R131,296,633

Implementation of 2014 Start Up and Planning and design for 1st Phase of Universities Buildings and Infrastructure
2012/13 MTEF - R100m of which R80m allocation to Wits MOA, R20m allocation to UJ for Siyabuswa

Development comprises:

Mpumalanga - Facilities for 15,000 students, including general lecture theatres, seminar rooms, Laboratories, accommodation for 60% of student housing on campus, 1 multi-purpose sports field, academic and administration offices, security, IT backbone, ancillary facilities, bulk services (electricity, water, sewers, roads/traffic intersections)

Northern Cape: Facilities for 5,000 students, including general lecture theatres, seminar rooms, Laboratories, accommodation for 80% of student housing on campus, shared multi-purpose sports fields, academic and administration offices, security, IT backbone, ancillary facilities

1 Spatial Establishment of Universities

Phase 1 Planning, Design & start up of implementation - comprises

1.1 Feasibility Assessment of potential sites within NC & MP based on the Academic Architecture and political direction provided by DHET

1.2 Support to DHET in the determination and finalisation of the Academic Architecture & operational requirements for the 2 universities, including specialist studies as requested by DHET.

1.3 Feasibility Assessment (including specialist verification studies) of selected sites in MP & NC including:

a. Bulk services assessments (requirements, costs, timelines for delivery, funding sources, bulk contributions)

b. Socio-Economic Impact assessment (impact on local economy & community, job creation, upstream/down stream benefits, multiplier effects etc.)

c. Land assembly (cost, timeline, conditions & constraints)

d. Environmental Assessment Report (including environmental approval route, specialist studies required, time lines & costs)

1.4 Spatial Development Frameworks for MP & NC (including regional context, scoping, proposed Stage 1 development and long term spatial plan)

1.5 Concept design for Stage 1 University Development (architectural in terms of space norms, updating of Spatial Development Frameworks, infrastructure (earthworks, roads, water, sewers, electricity supply, IT etc)

1.6 Preliminary design of some elements of Stage 1 as agreed with DHET

1.7 Implementation Plan for the further development and roll out for both universities including scope of work, deliverables, timelines, costs and cashflows, compilation of specialist studies and design work done to date.

1.8 Implementation of long lead items - e.g. EIAs, planning approvals, bulk services, in MP phase 1 earthworks/platforming, on site infrastructure,

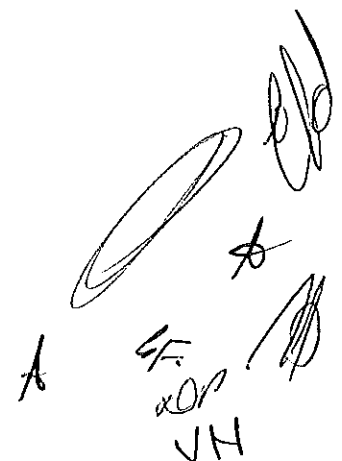
1.9 Architectural competition, resulting in award of design packages for 1st phase of buildings

1.10 Design and tender of Phase 1 construction works

2. Academic Establishment - of first academic programmes comprising MOA partnerships with existing universities, CHE approval of programmes, deployment of teaching staff, provision of teaching material and teaching/learning systems, establishment of teaching support systems

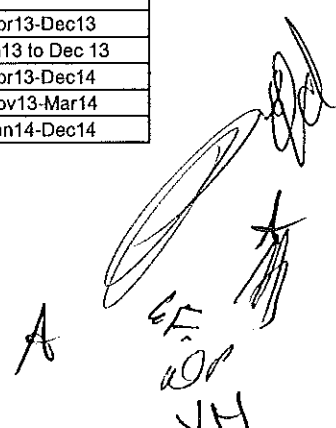
3. University Institutional Establishment - assistance to ICs in them appointing their own interim support services (back room team), systems, recruitment, interim offices, ICT, furniture and equipment, interim management system from partnering university, etc.

A
GF
xOP
VN




WBS No	Work Component	Duration Mths	Period
M00	Mpumalanga University		
M01	Verification Studies	6	Aug12-Jan13
M02	Land Assembly	15	Aug12-Oct 13
M03	Implementation Plan	3	Jan13-Mar13
M04	2014 Start Up	14	Jan13-Feb14
M04.1	Gazetting establishment of university	5	Jan13-May13
M04.2	Stakeholder consultation	5	Jan13-May13
M04.3	Naming of university	5	Jan13-May13
M04.4	Selection and appointment of Interim Council	5	Jan13-May13
M04.5	Confirmation of address	5	Jan13-May13
M04.6	Establishment of Interim Councils	3	Apr13-June13
M04.7	Institutional Establishment - Phase 1	11	Apr13-Feb14
M04.8	Academic Establishment - Phase 1	19	Jan12-Feb14
M04.9	CHE Programme Accreditation	9	Mar13-Nov13
M04.10	2014 Start Up - temporary accommodation - lease, upgrading, furniture & equipment	8	May13-Jan14
M04.11	2014 Infrastructure Development	14	Mar13-Feb14
M05	Phase 1 Buildings & Infrastructure Development	25	Apr13-Apr15
M05.1	Planning	9	Apr13-Dec13
M05.2	Architectural Competition & Design Tenders	5	May13-Sept13
M05.3	Design	6	Oct13-Mar14
M05.4	Long lead items - environmental & planning approvals, ICT link, bulk services etc	18	Apr13-Sept14
M05.5	Development Approvals	18	Apr13-Sept14
M05.5.1	Phase 1 at LAC not subject to EIA	6 months	Jun13 to Dec 13
M05.5.2	Phase 2 Subject to EIA	19 months	Apr13-Oct14
M05.6	Construction Tender	5	Nov13-Mar14
M05.7	Phase 1 Construction	12	Apr14-Feb15
M05.8	Phase 1 Commissioning and handover	2	Feb15-Apr15
M06	Phase 2 Infrastructure Development ongoing 5 year programme	24	Jan15 - onwards
N00	Northern Cape University		
N01	Verification Studies	6	Aug12-Jan13
N02	Land Assembly	15	Aug12-Oct 13
N03	Implementation Plan	3	Jan13-Mar13
N04	2014 Start Up	14	Jan13-Feb14
N04.1	Gazetting establishment of university	5	Jan13-May13
N04.2	Stakeholder consultation	5	Jan13-May13
N04.3	Naming of university	5	Jan13-May13
N04.4	Selection and appointment of Interim Council	5	Jan13-May13
N04.5	Confirmation of address	5	Jan13-May13
N04.6	Establishment of Interim Councils	3	Apr13-June13
N04.7	Institutional Establishment - Phase 1	11	Apr13-Feb14
N04.8	Academic Establishment - Phase 1	19	Jan12-Feb14
N04.9	CHE Programme Accreditation	9	Mar13-Nov13
N04.10	2014 Start Up - temporary accommodation - lease, upgrading, furniture & equipment	8	May13-Jan14
N04.11	2014 Infrastructure Development	14	Mar13-Feb14
N05	Phase 1 Buildings & Infrastructure Development		
N05.1	Planning	9	Apr13-Dec13
N05.2	Architectural Competition & Design Tenders	5	May13-Sept13
N05.3	Design	6	Oct13-Mar14
N05.4	Long lead items - environmental & planning approvals, ICT link, bulk services, traffic calming etc	9	Apr13-Nov13
N05.5	Development Approvals	10	Apr13-Dec13
N05.5.1	Phase 1 Erf 2503 not subject to EIA	6 months	Jun13 to Dec 13
N05.5.2	Phase 2 Subject to EIA - Basic Assessment	9 months	Apr13-Dec14
N05.6	Construction Tender	5	Nov13-Mar14
N05.7	Phase 1 Construction	12	Jan14-Dec14

A
 GF
 WOP
 VM



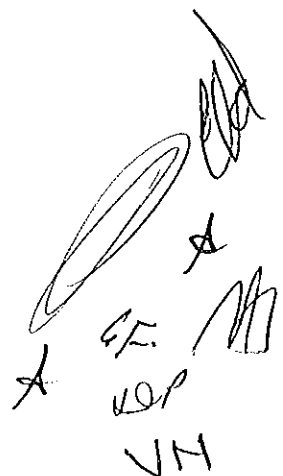
WBS No	Work Component	Duration Mths	Period
N05.8	Phase 1 Commissioning and handover	2	Jan15-Feb15
N06	Phase 2 Infrastructure Development on-going 5 year programme	24	Jan15 - onwards
P00	Overall Project Management	28	Nov11-Mar 14
P01	Academic Establishment support for New Universities	28	Nov11-Mar 14
P02	Institutional Establishment support for New Universities	28	Nov11-Mar 14
P03	Spatial Establishment support for New Universities	28	Nov11-Mar 14


 A
 G.F.
 ACP
 VM

Control Budget:- Phase 1 Implementation Plan for the Establishment of Two New Universities in Mpumalanga & Northern Cape

Combined Budgets for 2011-12 & 2012-13 Years

Item No.	ITEM		Total Budget in MOA	Notes
	Budget		50,000,000	
			81,296,633	2012-13 MTEF Budget R100m minus topsliced allocation to Siyabuswa
	Phase 1 Planning Budget		131,296,633	
	General Costs			
G01	Wits management Fee	2.50%	3,282,416	As per MOA
G02	External Audit		1,500,000	Provisional estimate to be confirmed
G03	Land Acquisition		10,000,000	Provisional estimate to be confirmed, may not be required
G04	Bulk Services Levies		25,000,000	Provisional estimate to be confirmed
G05	Universities Academic & Institutional Establishment - for both universities		11,600,000	See Institutional Establishment Budget - 25% portion of set up cost Initial 2013 Institutional set up of both universities incl Interim Councils, Registrar & core support staff for academic programme marketing & registration, incl furniture, equipment & operational costs for skeleton staff. Process envisaged - transfer to each universtiy once bank accounts are established
G06	Disbursements & Ancillary Costs		700,000	General disbursement & ancillary costs not directly under under specialists contracts
G07				
G08				
G09				
	General Costs Subtotal		52,082,416	
	Planning/Design/Implementation Budget incl contingency		79,214,217	
	Contingency	5.00%	3,960,711	Provisional estimate to be reviewed monthly
	A. Phase 1 Planning/Design/Long Lead Items Budget less Contingency		75,253,506	
	B. Total Contract already committed in 2011/12 year		29,250,268	From Contracts Register
	C. Total funds not yet committed		46,003,238	=A-B'
	D. Total Procurements Planned		74,446,702	From Procurement Register
	E. Funds still to be committed to procurements		806,804	=A-D'



 X EF MB

 X WOP

 VH

ANNEXURE C.3 – Control Budget: Phase 1 Institutional Establishment for each new university

[Handwritten notes and signatures]
A
SE
KOP
VH
[Signature]

Control Budget Institutional Establishment for each new university

version

20130228

Note read in conjunction with cost report

No	Resource	Annual cost	Monthly cost	No of Monhts	No. of Resources for each University	Cost per university	Total for both unversities (x2)	Comments
1	Interim Council					1,037,500.00	2,075,000.00	R2000 per meeting per Councilor for the start up phase due to the demanding scope of work required within the set up phase and rapid strategy/policy/contracting decisions required, 20 days for year (for set up phase only), 5 no. councilors plus transport (R5000 per travel & accom) plus Tablet & cell phone cost (7500 each)
2	Vice Chancellor	2,300,000.00	191,666.67	12	1	2,300,000	4,600,000	
3	VC PA	460,000.00	38,333.33	12	1	460,000	920,000	
4	Registrar	1,350,000.00	112,500.00	12	1	1,350,000	2,700,000	Including interim "back room resource for 6 mths
5	Chief Financial Officer	1,350,000.00	112,500.00	12	1	1,350,000	2,700,000	Including Interim "back room resource for 6 mths
6	Senior Support staff	615,000.00	51,250.00	12	1	615,000	1,230,000	Including interim "back room resource for 6 mths
7	Head Librarian	615,000.00	51,250.00	6	1	307,500	615,000	
8	Assistant Librarians	240,000.00	20,000.00	6	1	120,000	240,000	
9	Library Technician	230,000.00	19,166.67	6	1	115,000	230,000	
10	ICT Head	1,020,000.00	85,000.00	12	1	1,020,000	2,040,000	Including interim "back room resource for 6 mths
11	ICT Technician	615,000.00	51,250.00	12	1	615,000	1,230,000	Including Interim "back room resource for 6 mths
12	HR Director	770,000.00	64,166.67	12	1	770,000	1,540,000	Including Interim "back room resource for 6 mths
13	Assitant HR	240,000.00	20,000.00	6	1	120,000	240,000	
14	Student services	615,000.00	51,250.00	6	1	307,500	615,000	
15	Professor	790,000.00	65,833.33	6	4	1,580,000	3,160,000	
16	Senior Lecturer	550,000.00	45,833.33	6	2	550,000	1,100,000	
17	Lecturer	440,000.00	36,666.67	6	8	1,760,000	3,520,000	
18	Lab technician	240,000.00	20,000.00	2	1	40,000	80,000	
19	Secretary	145,000.00	12,083.33	3	2	72,500	145,000	
20	Marketing & Communication officer	460,000.00	38,333.33	12	1	460,000	920,000	Including interim "back room resource for 6 mths
21	M&C PA	240,000.00	20,000.00	6	1	120,000	240,000	
22	Facilities Director	790,000.00	65,833.33	6	1	395,000	790,000	
23	Stores Manager	290,000.00	24,166.67	6	1	145,000	290,000	
24	Artisans	240,000.00	20,000.00	2	2	80,000	160,000	
25				6				
26				6				
					36	15,690,000	31,380,000	
Other Set Up costs								
D1	Furniture (desk, chair, 2x reception chairs, white board, book shelves)							
D2	Lab equipment							
D3	Library shelving & equipment							
D4	Telephone system							
D5	Computers							
D6	ITC Systems							
D7								
						Total Other Set Up Costs	7,500,000	15,000,000
						Total including Staff & Other Costs	23,190,000	46,380,000
						Allocation to 2012/13 budget	25%	11,595,000
						Allocation to 2013/14 budget per university	75%	34,785,000
							100%	46,380,000
								Including interim "back room resource for 6 mths
								Say R11,600,000 carried forward to control budget

Handwritten signatures and initials, including a large signature and initials 'SF', 'MH', and 'VH'.

Procurement Plan 2011 to 2013 Budget R131,27m

See control budget for other general cost not included in this procurement plan



A. Control Budget excl Contingency (from control budget)	75,253,506
B. Indicative Total Procurement Budget	74,446,702
Difference A-B	806,804

[Return to Contents](#)

Note: actual procurements concluded and contract amendments will be reported monthly to DHET

1	2	3	4	5	6
---	---	---	---	---	---

Proc No	Contract No	Oracle Project No.	Specialist Service	Summary Scope	Estimate Level of Effort Incl Disbursements and VAT
P001	HETC001	HETP001	Project management	Reporting to: CPP Manager S Hodgson a. Overall project management and integration b. Establishment of project management office at CDP c. Formulation and management of Implementation Plan d. Management of infrastructure specialists	5,898,216.17
P002	HETC002	HETP001	Spatial & Architectural Design Manager	Reporting to: Project Manager a. Site selection methodology b. Site selection management and reporting c. Management of specialist planning, architectural & related specialists within NC & MP d. Consolidation of specialist inputs e. Management of production and spatial and facilities plans	3,854,250.00
P003	HETC003	HETP001	Procurement Specialist	Reporting to: Project Manager a. Formulation of Procurement Policies, Procedures aligned to Wits Procurement Policy b. Management of the procurement of specialists c. Custodian of the Procurement Plan d. Formulation of generic procurement documents e. Liaison with Wits Procurement regarding process and approvals	2,351,602.00
P004	HETC020	HETN001	Town Planner	Reporting to: Spatial & Architectural Design Manager a. Provide spatial and town planning input as requested b. Town Planning and development controls report	500,000.00
P005	HETC021	HETN001	Civil Engineer - Civils & municipal services - water, roads & sw, sewer,	Reporting to: Infrastructure Manager a. Assessment of existing bulk services - capacity & condition b. Assessment of new capacity needed with cost estimates and implementation timeframes c. Bulk services report	1,000,000.00
P006	HETC022	HETN001	Electrical Engineer - bulk electrical supply	Reporting to: Infrastructure Manager a. Assessment of existing bulk services - capacity & condition b. Assessment of new capacity needed with cost estimates and implementation timeframes c. Bulk services report	650,000.00
P007		HETN001	ICT Infrastructure Specialist	Reporting to: Infrastructure Manager a. Assessment of existing bulk services - capacity & condition b. Assessment of new capacity needed with cost estimates and implementation timeframes c. Bulk services report d. Negotiation with bulk ICT cable service provider for bulk fibre optic lines e. Assistance to ICs in implementation of bulk fibre optic lines f. Advise on internal ICT bulk infrastructure	500,000.00
P008		HETN001	Land Legal for land assembly verification	Reporting to: Infrastructure Manager a. Identification of land subdivisions/parcels, encumbrances, conditions of title, size, ownership etc b. Land Audit Report c. Specialist inputs to PMT as requested	450,000.00

Handwritten signatures and initials, including a large signature at the top right and several initials (X, GF, OP, VH) below it.

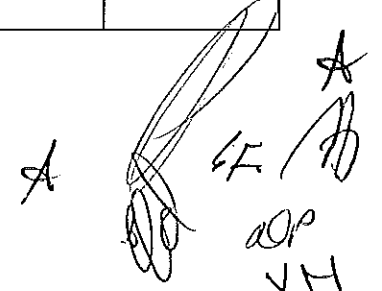
Proc No	Contract No	Oracle Project No.	Specialist Service	Summary Scope	Estimate Level of Effort incl Disbursements and VAT
P009	HETC023	HETN001	Environmental Specialist	Reporting to: Spatial & Architectural Design Manager a. Assessment of environmental conditions of sites designated by the PMT b. Assessment of critical conditions and environmental approvals required with timeframes c. <u>Environmental Assessment Report per site</u>	650,000.00
P010	HETC024	HETN001	Geotechnical Engineer	Reporting to: Spatial & Architectural Design Manager a. Preliminary assessment of geotechnical conditions of sites assigned b. Preliminary geotechnical report on sites c. Detailed geotechnical investigations on sites assigned d. <u>Detailed geotechnical reports</u>	500,000.00
P011	HETC025	HETN001	Heritage Specialist	Reporting to: Spatial & Architectural Design Manager a. Assessment of heritage status b. Assessment of critical conditions/restrictions and approvals required with timeframes c. <u>Heritage Assessment Report per site</u>	200,000.00
P012	HETC014	HETM001	Town Planner	Reporting to: Spatial & Architectural Design Manager a. Provide spatial and town planning input as requested b. <u>Town Planning and development controls report</u>	500,000.00
P013	HETC015	HETM001	Civil Engineer - Civils & municipal services - water, roads & sw, sewer,	Reporting to: Project Manager a. Assessment of existing bulk services - capacity & condition b. Assessment of new capacity needed with cost estimates and implementation timeframes c. <u>Bulk services report</u>	1,000,000.00
P014	HETC016	HETM001	Electrical Engineer - bulk electrical supply	Reporting to: Project Manager a. Assessment of existing bulk services - capacity & condition b. Assessment of new capacity needed with cost estimates and implementation timeframes c. <u>Bulk services report</u>	1,000,000.00
P015		HETM001	ICT Infrastructure Specialist	Reporting to: ICT Manager a. Assessment of existing bulk services - capacity & condition b. Assessment of new capacity needed with cost estimates and implementation timeframes c. <u>Bulk services report</u>	500,000.00
P016		HETM001	Land Legal for land assembly verification	Reporting to: Spatial & Architectural Design Manager a. Identification of land subdivisions/parcels, encumbrances, conditions of title, size, ownership etc b. Land Audit Report c. <u>Specialist inputs to PMT as requested</u>	450,000.00
P017	HETC017	HETM001	Environmental Specialist	Reporting to: Spatial & Architectural Design Manager a. Assessment of environmental conditions of sites designated by the PMT b. Assessment of critical conditions and environmental approvals required with timeframes c. <u>Environmental Assessment Report per site</u>	950,000.00
P018	HETC018	HETM001	Geotechnical Engineer	Reporting to: Spatial & Architectural Design Manager a. Preliminary assessment of geotechnical conditions of sites assigned b. Preliminary geotechnical report on sites c. Detailed geotechnical investigations on sites assigned d. <u>Detailed geotechnical reports</u>	500,000.00
P019	HETC027	HETP001	Document Management - Document Management-repository of all spatial information in managed data base	Reporting to: Spatial & Architectural Design Manager a. Establishment of the GIS b. Managing obtaining information from various sources (e.g. provincial and local government, private sources) c. Assembling data for use within the gis including correct formatting d. Provision of data sets to the design team as authorised e. Preparation of layered and labled Pdf Maps f. Data analysis as requested by design team g. Preparation of presentation layered data maps h. Custodian of data sets and data inventory, issue of inventory to design team on request i.	1,000,000.00

Handwritten signatures and initials, including a large signature and the letters 'A', 'SE', 'VN'.

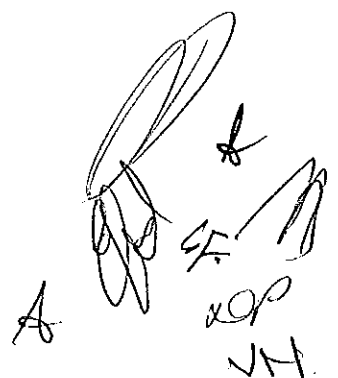
Proc No	Contract No	Oracle Project No.	Specialist Service	Summary Scope	Estimate Level of Effort incl Disbursements and VAT
P020	HEC005	HETP001	Land acquisition	Reporting to: CPP Manager a. Identification of suitable land in vicinity of university site and issue report to PMT b. Obtain approval for acquisition negotiations c. Obtain appropriate valuations d. Negotiate acquisitions e. Obtain approval to submit offer f. Submission of offer g. Confirm acceptance of offer h. Prepare sales agreement i. Facilitate payment and transfer of site	200,000.00
P021	HETC028	HETP001	Landscape Architect	Reporting to: Spatial & Architectural Design Manager a. Preliminary assessment of landscaping typologies for each university site b. Preliminary Layouts for framing the spatial plan c. Engagement with NC & MP spatial designers d. Ad-hoc assistance as directed	500,000.00
P022	HETC010	HETP001	Economist	Reporting to: Spatial & Architectural Design Manager a. Situational analysis - preliminary assessment of current socio-economic situation b. Socio-Economic Assessment - preliminary assessment of socio economic impact of university on the town and province c. Prepare Socio-Economic Assessment report & PowerPoint presentation d. Ad-hoc assistance as directed	500,000.00
P023	HETC029	HETP001	Cost Consultant/Quantity Surveyor	Reporting to: Infrastructure & Design Manager a. Establish building & infrastructure cost norms b. Interact with Spatial Planning Manager & Infrastructure & Integration Manager regarding costing models & phasing of development c. Interact with building and infrastructure design teams in NC & MP regarding inputs for costing d. Compilation of cost estimate reports per university including phasing and cashflows e. Ad-hoc assistance as directed	500,000.00
P033	HETC006	HETP001	Academic Architecture Space Norms	HET Academic Architecture Analysis and Space Planning Norms	300,000.00
P036	HETC009	HETP001	Development Strategy and Change Management	1. Preparation of Envisioning Development Framework 2. Stakeholder consultations 3. Inputs to communications	550,000.00
P037	HETC008	HETP001	University Policy & Procedure Guidelines, Institutional Establishment Implementation Plan	1. Assembly of specialist academic administrative team 2. Formulation of projet plan 3. Preparation of comprehensive draft policy and procedures guidelines	2,350,000.00
P038	HETC026	HETN001	Traffic Engineer	Reporting to: Infrastructure Manager a. Assessment of existing traffic - capacity & condition b. Assessment of new capacity needed with cost estimates and implementation timeframes c. Traffic report	300,000.00
P039	HETC019	HETM001	Traffic Engineer	"Reporting to: Infrastructure Manager a. Assessment of existing traffic - capacity & condition b. Assessment of new capacity needed with cost estimates and implementation timeframes c. Traffic report"	300,000.00
P040	HETC012	HETP001	Sustainability Engineer	a. Scoping of energy efficieint ("green") design parameters b. Cost estimates for energy efficient technologies c. Energy efficiency technologies report	250,000.00
P041	HETC011	HETP001	Academic Programme Manager	a. Oversee the planning and establishment of the universitiy instutional capacity - scope to be defined	1,937,413.77

Handwritten signatures and initials, including a large signature and initials like 'CF', 'A', 'VH', and 'VN'.

Proc No	Contract No	Oracle Project No.	Specialist Service	Summary Scope	Estimate Level of Effort incl Disbursements and VAT
P042		HETP001	Marketing (media, public relations, branding)	Initial support to Interim Councils in development of branding and market	300,000.00
P043		HETP001	Human Resources/Labour Relations	a. Advise the DHET/PMT on HR/Labour Relations issues b. Assess HR/labour relations issues within each insitutional where change management is required c. Formulate action plans for each institution d. Implement change management HR related intervtenions as instructed.	300,000.00
P044	HETC013	HETP001	Academic Programme Development	Academic work group 1 - ICT	350,000.00
P045	HETC030	HETP001	Academic Programme Development	Academic work group 2- Nursing	250,000.00
P046	HETC031	HETP001	Academic Programme Development	Academic work group UJ - MP Hospitality	350,000.00
P047	HETC033	HETN001	Academic Programme Development	Academic work group Museum/Heritage Studies - Dr. Marcelle Olivier	750,000.00
P048		HETP001	Academic Programme Development	Academic Set Up Costs	1,500,000.00
P049		HETM001	Traffic Safety Assessment along R40	Assessment of Safety and feasibility of traffic calming measures along the R40	200,000.00
P050		HETP001	Programme Manager	Overall programme management of Wits PMT	1,306,900.00
P051	HETC035	HETM001	Land surveyor	1. Obtain ortho photos, cadastral information as requested by the Contract Manager 2. Carry out specific detailed land surveys as directed by the CM 3. Attend to other land survey related issues as directed by the CM	650,000.00
P052	HETC036	HETN001	Land surveyor	1. Obtain cadastral information as requested by the Contract Manager 2. Carry out specific detailed land surveys as directed by the CM 3. Attend to other land survey related issues as directed by the CM	500,000.00
P053	HETC032	HETP001	Agriculture Academic Working Group Services	Academic work group	328,320.00
P054	HETC034	HETN001	Retail Business Management Academic Working Group Services	Academic work group	320,000.00
P055		HETN001	Bulk ICT installation Kimberley	Installation of bulk ICT fibre optic cable from current location to new university	750,000.00
P056			Bulk ICT installation Nelspruit	Installation of bulk ICT fibre optic cable from current location to new university, forward leg only, return leg in future phase	5,500,000.00
P057		HETN001	Architectural competition Kimberley	Competition prizes	1,000,000.00
P058		HETM001	Architectural competition Nelspruit	Competition prizes	1,000,000.00
P059		HETN001	Architect 1 Kimberley	Architectural design of building parcels allocated	3,000,000.00
P060		HETN001	Architect 2 Kimberley	Architectural design of building parcels allocated	3,000,000.00
P061		HETN001	Architect 3 Kimberley	Architectural design of building parcels allocated	3,000,000.00
P062		HETN001	Structural engineer Kimberley	Engineering design of building parcel allocated	2,000,000.00
P063		HETN001	Civil design Kimberley	Engineering design of building parcel allocated	750,000.00
P064		HETN001	Electrical engineer Kimberley	Engineering design of building parcel allocated	750,000.00

A

 VF
 WOP
 VM

Proc No	Contract No	Oracle Project No.	Specialist Service	Summary Scope	Estimate Level of Effort Incl Disbursements and VAT
P065		HETN001	Quantity Surveyor Kimberley	Costing of building parcel allocated	750,000.00
P066		HETM001	Architect 1 Nelspruit	Architectural design of building parcels allocated	3,000,000.00
P067		HETM001	Architect 2 Nelspruit	Architectural design of building parcels allocated	3,000,000.00
P068		HETM001	Architect 3 Nelspruit	Architectural design of building parcels allocated	3,000,000.00
P069		HETM001	Structural engineer Nelspruit	Engineering design of building parcel allocated	2,000,000.00
P070		HETM001	Civil design Nelspruit	Engineering design of building parcel allocated	750,000.00
P071		HETM001	Electrical engineer Nelspruit	Engineering design of building parcel allocated	750,000.00
P072		HETM001	Quantity Surveyor Nelspruit	Costing of building parcel allocated	750,000.00
P073		HETN001	Project launch Kimberley	Launch of new university including temporary works, bill boards, start up works, launch event	800,000.00
P074		HETM001	Project launch Nelspruit	Launch of new university including temporary works, bill boards, start up works, launch event	800,000.00
P075		HETP001	HR Recruitment	Assistance to IC's in recruitment of key phase 1 staff	500,000.00
P076		HETP001	Institutional Establishment Specialist	1. Preparation of Institutional Establishment Implementaiton Plan for each university 2. Support to Interim Councils re the insitutional guidelines and immediate support to IC's in establishment of key staff and functional support	350,000.00
P077					



 A

 KOP

 VM

**ANNEXURE "D" Motivation and Approval for Addendum 2 to Memorandum of Agreement
- DHET and WITS**

APPROVAL NO: CA01

EXTENSION OF SCOPE AND DURATION –

DHET-WITS AGREEMENT- ON THE INFRASTRUCTURE PLANNING AND DELIVERY PROPOSALS FOR TWO ENVISAGED UNIVERSITIES IN THE NORTHERN CAPE AND MPUMALANGA

1. PURPOSE

The purpose of this approval is to extend the scope and duration of the agreement between the Department of Higher Education and the University of Witwatersrand, Johannesburg from 31 March 2013 to 31 March 2014 and to extend the scope of the Phase 1 Implementation Plan in order to enable the planning and implementation of long-lead items that might otherwise cause delays, as well as assistance to the Interim Councils in the development of institutional, academic and infrastructure delivery capacity.

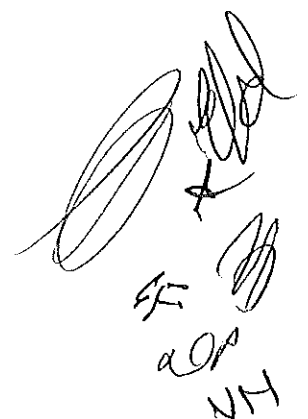
2. BACKGROUND

2.1. The Department of Higher Education and Training (DHET) and the University of Witwatersrand, Johannesburg, (Wits) have entered into an agreement for a first phase of the infrastructure and academic planning for the two new universities in the Northern Cape and Mpumalanga.

2.2. The existing agreement has been extended and now has a termination date defined as 31 March 2013 or the submission of the final audited report, whichever occurs last.

2.3. This termination date will enable completion of the deliverables set out in Clause 6 including a draft implementation plan for the establishment of the two Universities together with a communication plan enabling promulgation of the seats of the respective Universities by the DHET.

2.4. There is a need to extend both the scope and termination date to facilitate on-going development to enable an academic start up in 2014, to allow for an early construction



Handwritten signatures and initials, including a large signature at the top, and initials 'EF', 'ROP', and 'NH' below it.

start and to assist the Interim Councils of the new Universities to develop institutional, academic and infrastructure delivery capacity.

3. MOTIVATION

3.1. Wits has established a Project Management Team (PMT) to facilitate the planning, design and implementation of the new universities comprising a wide range of service providers, including project management, built environment professionals, academic and institutional set-up experts to deliver the academic, institutional and spatial requirements for the new universities.

3.2. Wits has already delivered as a key milestone the Feasibility reports for both universities, which provide the scope, costs and timetables for delivery of the new universities.

3.3. Although the establishment of the Interim Councils is planned for March 2013, it is evident that they will not immediately have capacity to assume all of the development challenges currently managed within the framework of this Agreement and a premature handover of responsibility would result in a severe loss of momentum.

4. RECOMMENDATIONS

4.1. It is recommended that the duration of the current agreement between DHET and Wits is extended to 31 March 2014. and that the scope is extended in order to support the uninterrupted development of the new universities.

4.2. It is further recommended that the scope of work is extended to enable the ongoing development of the new universities, including,

- d) implementation of long lead items that might otherwise cause delay, eg statutory approvals and bulk infrastructure.
- e) assistance to the Interim (and first) Councils of the new universities to establish institutional, academic and infrastructure delivery capacity for each university,
- f) revision of the Phase 1 Implementation Plan to include the extended scope,


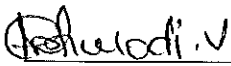


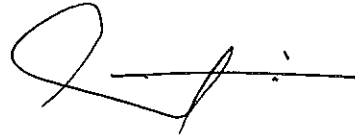
Handwritten signatures and initials, including a large signature, a smaller signature, and initials 'CF', 'KOP', and 'JM'.

g) extension of the approved budget from R50 000 000 inclusive of VAT to R131 296 633 inclusive of VAT.

5. APPROVAL

AS WITNESSES

1. 
2. 

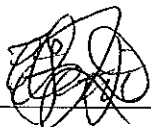



MR. GWEBINKUNDLA QONDE

For and on behalf of The Department of Higher Education and Training duly authorised thereto

14 March 2013

AS WITNESSES

1. 
2. 



PROFESSOR LOYISO NONGXA

For and on behalf of The University of the Witwatersrand, Johannesburg duly authorised thereto

