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public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

## GRANT AGREEMENT FOR THE EPWP INTEGRATED GRANT TO MUNICIPALITIES

Between

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

represented herein by **Advocate Sam Vukela** in his capacity as the Director-General

and

**MAKANA LOCAL MUNICIPALITY**

represented herein by M. A. MENE in his/her capacity as the City  
Manager / Municipal Manager



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## PREAMBLE

**WHEREAS** the Department of Public Works and Infrastructure in its EPWP Programme has been allocated a budget for the EPWP Integrated Grant to Municipalities for the 2020/21 to 2022/23 Medium Term Expenditure Framework (MTEF) period, to incentivise Infrastructure, Social and Environment & Culture programmes in the 9 (nine) provinces within the Republic;

**AND WHEREAS** the Department of Public Works and Infrastructure intends to enter into agreements with the City Managers / Municipal managers in the 9 (nine) provinces to incentivise eligible municipalities to maximise its EPWP contribution towards job creation;

**AND WHEREAS** the Department of Public Works and Infrastructure intends to establish an agreed framework for cooperation and coordination between the parties in the implementation of its EPWP Programme(s); this agreement sets out the basis of the EPWP Integrated Grant; and records the terms and conditions which will govern the disbursement of the EPWP Integrated Grant by Department of Public Works and Infrastructure to eligible municipalities.



## PART I: INTRODUCTION

### 1. Parties to the EPWP Integrated Grant Agreement

1.1 The parties to this Agreement are:

1.1.1 The Department of Public Works and Infrastructure (DPWI) represented herein by **Advocate Sam Vukela** in his representative capacity as the Director-General and Accounting Officer of the Department; and

1.1.2 The Makana Local Municipality represented herein by Moppo A. Nene in his/her representative capacity as the accounting officer and City / Municipal Manager.

### 2. Interpretation

2.1.1 This document and the Annexures constitute the sole record of the agreement between the Parties relating to its subject matter and cancels and notates any prior verbal or written communication relating to such subject matter, whether expressed or implied, including any letters, draft agreements, memoranda or minutes.

2.1.2 Words in persons shall include bodies corporate and vice versa.

2.1.3 The singular shall include the plural and vice versa and reference to any gender shall include the other gender.

2.1.4 Any reference to a statutory provision shall include a reference to that provision as amended from time to time

2.1.5 The rule of interpretation that a contract, or any part of a contract, is to be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply and the Parties hereby waive the reliance on any such rule of interpretation.

2.1.6 In the event of any conflict between this agreement and the annexures attached hereto, the provisions of this agreement will prevail.



### 3. Definitions

3.1 In this EPWP Integrated Grant Agreement, unless the context indicates otherwise –

- 3.1.1 **“Division of Revenue Act, 2020”** refers to the Division of Revenue Act
- 3.1.2 **“Eligible Public Body”** refers to any organisation defined by legislation as a government body; and for purposes of this document, refers to a municipality within these spheres of government that complies with the criteria of eligibility as set by the Department of Public Works and Infrastructure ;
- 3.1.3 **“EPWP”** refers the Expanded Public Works Programme fourth phase (2019 – 2024) as approved by Cabinet;
- 3.1.4 **“EPWP grant”** refers to the conditional grant paid to Municipalities to incentivise job creation;
- 3.1.5 **“EPWP target group”** refers to unemployed, local, low skilled South Africans willing to work on EPWP projects and programmes at a wage rate not lower than R92.31 per day, which is the current minimum wage rate stipulated as per the Ministerial Determination for Expanded Public Works Programmes.
- 3.1.6 **“EPWP worker”** is a person employed to work in an EPWP project under the Ministerial Determination for the Expanded Public Works Programme stipulated in Gazette No 9745, 4<sup>th</sup> May 2012; or the Learnership Determination for unemployed learners;
- 3.1.7 **“Full time equivalent job”** refers to one person-year of employment. One person year is equivalent to 230 person days of work. Person-years of employment = total number of person days of employment created for targeted labour during the year divided by 230;
- 3.1.8 **“Grant allocation”** is the amount appropriated by Parliament which is available for payment to the respective public body (municipality) provided conditions of the grant allocation are met.
- 3.1.9 **“Infrastructure or Environment and Culture or Social Sector budget”** for purposes of this Agreement, it refers to the Infrastructure or Environment and



Culture and Social grant allocation to a municipality available for construction or the maintenance of infrastructure or any other environment and culture or social sector services;

3.1.10 "Intergovernmental Relations Framework Act, 2005" refers to the Intergovernmental Relations Act, 2005 (Act No. 13 of 2005);

3.1.11 "Party" refers a signatory to this Integrated Grant Agreement;

3.1.12 "This Agreement" refers this Agreement and the Annexure hereto.

3.1.13 "Year" refers to financial year commencing on 1 July 2020 and ending on 30 June 2021;

3.1.14 "DPWI" refers to the National Department of Public Works and Infrastructure.

#### 4. Duration and termination of the EPWP Integrated Grant Agreement.

Notwithstanding the date of signature by the parties, this Agreement applies to the municipal financial year commencing on 1 July 2020 and ending on 30 June 2021.

#### 5. Purpose of the EPWP

5.1 The Expanded Public Works Programme (EPWP) is one element within a broader government strategy to reduce poverty through the alleviation and reduction of unemployment. The Expanded Public Works Programme involves creating work opportunities for unemployed persons, and so allowing them to participate economically and contribute to the development of their communities and the country as a whole.

5.2 Phase IV of EPWP aims to:

5.2.1 Create employment: Provide work opportunities;

5.2.2 Enhance Social protection: provide income support

5.2.3 Reach its target group: Poor and unemployed people; and

5.2.4 The main implementation modality: delivery of public and community assets through labour intensive construction methods



5.3 The Department of Public Works and Infrastructure is mandated to coordinate the EPWP.

5.4 The success of EPWP depends on concerted effort, cooperation and implementation across all sectors, spheres of government as well as non-state entities.

## **6. Purpose of the EPWP Integrated Grant Agreement**

6.1 The purpose of the grant Agreement is –

6.1.1 To establish an agreed framework for cooperation and coordination between the parties in the implementation of its EPWP programmes/projects;

6.1.2 To set out the basis of the EPWP Integrated Grant; and record the terms and conditions which will govern the disbursement of the EPWP Integrated Grant by Department of Public Works and Infrastructure to eligible municipalities;

6.1.3 To provide EPWP funding to expand job creation efforts in specific focus areas, where labour intensive delivery methods can be maximised;

6.1.4 To confirm the municipality's agreement and commitment to:

6.1.4.1 Promote the objectives of the EPWP;

6.1.4.2 Utilise the grant effectively, to increase and maximise job creation in the delivery of its EPWP programmes/projects;

6.1.4.3 Aim to achieve the targeted number of full time equivalent jobs through its EPWP programmes/projects by the end of June 2021 as specified in clause 9 of this Agreement.

6.1.5 To specify the processes and procedures to report on progress in achieving job creation targets; as well as the processes to indicate the grant amounts earned and spent;

6.1.6 To provide a framework for technical support to public bodies in implementing EPWP.

6.2 This Agreement does not limit the constitutional and statutory powers and functions of the parties.



## 7. Principles of Cooperation

- 7.1 In order to achieve the purpose of the Grant Agreement, the Parties have adopted and undertaken to comply with the following principles of cooperation:
- 7.2 The Parties will perform their obligations under this Grant Agreement –
- 7.2.1 In accordance with applicable laws;
- 7.2.2 In accordance with this Agreement and related prescripts.
- 7.3 The Parties will assist and support one another in the exercise of their powers and the performance of their functions in order to ensure the effective implementation of the EPWP.
- 7.4 The Parties will cooperate with each other in mutual trust and good faith and will take into consideration the impact of their decisions on the other.
- 7.5 The Parties will adhere to the processes and procedures contained in this Agreement.

## PART II: EPWP INTEGRATED GRANT TO MUNICIPALITIES

### 8. Basis of the EPWP Integrated Grant

- 8.1 The parties record that the Makana Local Municipality satisfies the criteria to be eligible to receive the EPWP Integrated Grant to Municipalities.
- 8.2 The goal of the EPWP Integrated Grant is to provide EPWP funding to expand job creation efforts in specific focus areas, where labour intensive delivery methods can be maximised and the expansion of job creation in line with the EPWP guidelines.
- 8.3 The EPWP Integrated Grant allocation for the 2020/21 financial year is determined based on:
- 8.3.1 the number of full time equivalent jobs (FTEs) reported in the 2018/19 financial year and or before the 15<sup>th</sup> of October 2019 in the 2019/20 financial year;
- 8.3.2 labour intensity of the FTE creation in 2018/19; and





- 8.3.3 Service delivery factors for the municipality based on the community survey of 2016
- 8.4 The disbursement of the EPWP Integrated Grant will take place in 3 payments. 25% of the allocation will be disbursed at the beginning of the financial year and a further 2 payments of 45% and 30% each will take place in the remainder of the year provided the public body is implementing its EPWP projects in line with the submitted project list and is spending as planned towards its job creation targets.
- 8.5 Once received, the EPWP Integrated Grant cannot be used for any other purpose except the EPWP approved project. Any deviation from the project list by the eligible Public body will lead to the National Department of Public Works not transferring the additional tranches of funding after the initial 25% transfer if not approved by DPWI
- 8.6 The EPWP Integrated Grant will be allocated, earned, disbursed and utilised in the manner contemplated in this Agreement.

## 9. Job Creation Targets and the EPWP Integrated Grant Allocation

- 9.1 The Department of Public Works and Infrastructure (DPWI) has determined the EPWP Integrated Grant allocation **for your Infrastructure/Environment and Culture/Social Sector programmes** which must achieve the following job creation targets for the **2020/21 financial year**:
- 9.1.1 **96 FTEs is the performance target for your municipality**, which is the total number of FTEs that your municipality must endeavour to create in implementing Infrastructure/Environment and Culture/Social EPWP programmes/projects for the 2020/21 financial year. It includes the targeted number of FTEs to be created using this grant, as well as other conditional grants that could be used for EPWP.
- 9.1.2 **R1 004 000,00 is the 2020/21 EPWP Integrated Grant allocation for your municipality**. The disbursement will take place in the manner that normal conditional grants do. It is anticipated that:
- 9.1.2.1 25% of the allocation will be disbursed at the beginning of the financial year (August 2020). This amount can only be accessed provided the municipality's



EPWP project list has been approved by the Department of Public Works and Infrastructure, the Memorandum of Agreement has been signed by both parties and the grant projects have been registered on the EPWP reporting system. These documents should be submitted to DPWI by the 05 June 2020.

9.1.2.2 Further 2 payments of 45% and 30% will take place in the remainder of the municipal financial year (November 2020 and February 2021), provided the public body has;

- Implemented its EPWP Integrated grant projects;
- Reported in a manner prescribed by DPWI;
- Spent at least 25% of the first tranche in order to receive the second tranche.
- Spent at least 50% cumulatively of the received two tranches in order to receive the third tranche.

#### **10. Conditions on the Use of the EPWP Integrated Grant**

- 10.1 Once received, the EPWP Integrated Grant cannot be used for any other purpose except EPWP approved project. The EPWP Integrated Grant must be applied to continuing or expanding job creation programmes in any sector.
- 10.2 The EPWP target group may not be paid below the EPWP minimum wage rate of R92.31 per person day of work and all conditions stipulated in the Ministerial Determination for Public Works Programmes should be complied with.
- 10.3 Expenditure on the EPWP Integrated Grant must be reported to the relevant Provincial Treasury in the monthly In-Year-Monitoring tool used by your municipality to report to Provincial Treasury, and copied to Department of Public Works and Infrastructure by 10 working days after the end of every month.
- 10.4 The reports should include the outputs intended to be achieved on the projects implemented through the EPWP Integrated grant. This will be measured monthly until the projects are finished.



## **PART III: PROCEDURES SUPPORTING THE IMPLEMENTATION OF THE EPWP INTEGRATED GRANT**

### **11. EPWP Planning**

- 11.1 Your municipality must prepare an EPWP Integrated project list, which must include:
- 11.1.1 project details: the sector to which it belongs, the name of the project, a description of the project, its start date and projected end date, and the type of work ;
  - 11.1.2 the project budget;
  - 11.1.3 The project's planned job creation outputs: estimated number of work opportunities, FTEs and training days to be created in respect of the project, as well as a description of the products/services produced by the project.
- 11.2 The Department of Public Works and Infrastructure may assist your municipality through the provision of technical support in preparing its EPWP Integrated Grant project list by identifying suitable EPWP projects and assisting to develop targets for such projects.
- 11.3 Your municipality is required to register all of its EPWP programmes/projects, at the beginning of the municipal financial year (in terms of its EPWP Integrated Grant project list) and as new programmes/projects are initiated, on the EPWP Reporting System by providing the information required in the EPWP project data fields.
- 11.4 Any proposed amendments of the EPWP Integrated Grant project list must be done in writing to the Department of Public Works and Infrastructure. Consideration of the amended project list will be done by the technical official in the Department of Public Works and Infrastructure managing the grant who will respond in writing. No amendment of the project list will be accepted in the last quarter of the applicable financial year.

### **12. Project Information Management**



- 12.1 Your municipality must ensure that the following information is being collected and verified for your EPWP programmes/projects for the purpose of determining progress towards job creation targets:
- 12.1.1 Site information: Monthly attendance registers showing the number of person days worked per beneficiary for all beneficiaries;
- 12.1.2 Payment information: Payment records, in either a payment register or reflected in bank records, confirming what was paid in wages, at what wage rate, for how much work and to whom;
- 12.1.3 Participants information: This should be a list of Participants containing information on the identity and profile of Participants, including: name and surname, identity or other official number; date of birth; gender; and disability status.
- 12.1.4 Signed contracts: Participants on EPWP projects to sign contracts of employment that are linked to their period of employment on a project.

### 13. Reporting

- 13.1 Your municipality must report the progress of all EPWP programmes/projects on the EPWP reporting system on a monthly basis and/or within 15 calendar days after the end of every quarter - *by the following dates: 15 July 2020, 15 October 2020 15 January 2021 and 15 April 2021*. This quarterly report must be "authorised" by a delegated official from your municipality. The following information will be required to update progress on the EPWP Reporting System:
- 13.1.1 Employment information  
Number of work opportunities, person days of work and training days created for the quarter being reported.
- 13.1.2 Financial information  
Any changes to the project's budget; spending and the wage bill for the project for the quarter being reported
- 13.1.3 Participants information  
Summary of Participants, their days worked and their daily wage rate for the quarter being reported.



#### **13.1.4 Project outputs**

A description of the products/services produced by the project. This will be measured in kilometres of roads constructed, kilometres of roads maintained, number of units erected, etc.

13.2 The EPWP Reporting System will validate the performance information captured on the EPWP Integrated Reporting System.

### **14. Disbursement of the EPWP Integrated Grant**

14.1 An EPWP Integrated Grant allocation of **R1 004 000,00** has been allocated to your municipality for the 2020/21 financial year, of which 25% of the allocation will be disbursed at the beginning of the financial year. Further 2 payments of 45% and 30% each will take place in the remainder of the year provided the public body is implementing its EPWP projects and spending as planned towards its job creation targets.

14.2 On the following months : August 2020, November 2020, February 2021 - Department of Public Works and Infrastructure will disburse of the EPWP Integrated grant tranches in line with the approved payment schedule.

14.3 Your municipality will receive a disbursement letter as proof of payment.

14.4 Your municipality undertakes that it will receive the portion of the EPWP Integrated Grant to which it is entitled from the transferring national officer in accordance with the terms of the disbursement letter.

### **15. Compliance and performance auditing**

15.1 Your municipality must ensure that adequate records (as indicated in clause 12 and 13 of this Agreement) are maintained for the purpose of verifying and/or auditing job creation performance reported.

15.2 The Department of Public Works and Infrastructure reserves the right to formally request your municipality to provide any further information and documentation it may require for the purposes of reviewing, auditing and verifying actual



performance by your municipality towards achieving its FTE targets. Your municipality undertakes to comply with such request.

- 15.3 The Department of Public Works and Infrastructure reserves the right not to disburse the EPWP Integrated Grant to your municipality in cases where there is failure to comply with the requirements of the Division of Revenue Act, 2020, the grant framework and/or this Agreement.

## **PART IV: OBLIGATIONS OF THE PARTIES**

Part IV of this Agreement details the obligations of a municipality implementing EPWP programmes/projects as well as the obligations of the Department of Public Works and Infrastructure as the Department leading and coordinating the EPWP and its EPWP Integrated Grant funding.

### **16. Obligations of Department of Public Works and Infrastructure in terms of the EPWP Integrated Grant**

16.1 The Department of Public Works and Infrastructure will:

- 16.1.1 Provide your municipality with technical support and assistance as agreed to by the Parties in order to promote the achievement of the municipality's performance target;
- 16.1.2 Disburse the grant in three tranches of 25%, 45% and 30% respectively provided that the eligible public body is compliant to the conditions of this agreement according to the approved payment schedule and issue a disbursement letter to your municipality and the relevant Provincial Treasury indicating the portion of the grant allocation to be disbursed in a particular tranche;
- 16.1.3 In cases of considerable over or under expenditure, revise the municipality's allocation based on actual and projected performance for 2020/21 in the Adjusted Estimates of National Expenditure;
- 16.1.4 Undertake sample audits on the reported performance of the municipalities.



## 17. Obligations of the Municipalities

### 17.1 Your municipality must:

- 17.1.1 Sign a standard EPWP Integrated Grant Agreement with Department of Public Works and Infrastructure by 05 June 2020 to agree to comply with the conditions and obligations of the EPWP Integrated Grant. The grant agreement must be signed in order to receive the initial 25% disbursement;
- 17.1.2 Agree to comply with the conditions regarding the use of the EPWP Integrated Grant as contemplated in the framework for the grant;
- 17.1.3 Prepare an EPWP project list that it will implement, as indicated in the annexure of this Agreement, in order to meet or exceed its performance target;
- 17.1.4 Register all of its EPWP projects on the EPWP reporting system by providing the minimum information required in the EPWP Reporting System project data fields as contemplated in clauses 12 and 13 of this Agreement;
- 17.1.5 Comply with the stipulations of Department of Public Works and Infrastructure regarding the content and form of reporting on its EPWP programmes/projects and the timelines for submission of such reports to DPW;
- 17.1.6 Report expenditure on the EPWP Integrated Grant to the relevant Provincial Treasury in the monthly In-Year-Monitoring tool used by your Provincial Treasury, and copied to Department of Public Works and Infrastructure within 10 working days after the end of every month;
- 17.1.7 Submit a quarterly non-financial performance report on the EPWP Integrated grant within 30 days after the end of each quarter to DPWI and the relevant provincial treasury;
- 17.1.8 On a monthly and/or quarterly basis, within 15 calendar days after the end of every quarter, report to Department of Public Works and Infrastructure the progress of its EPWP programmes/projects on the EPWP reporting system as contemplated in clause 13 of this Agreement;



- 17.1.9 Maintain project and payroll records as specified in the EPWP Audit Requirements for all of its EPWP programmes/projects;
- 17.1.10 Ensure that these project and or payroll records are available for auditing as and when required by Department of Public Works and Infrastructure;
- 17.1.11 Comply with the terms of the EPWP Integrated Grant Manual, the relevant provisions of the Division of Revenue Act, 2020 and this Agreement.
- 17.1.12 Ensure that the projects funded through the EPWP Integrated Grant have:
- a) A sign board that is branded according to the EPWP Corporate Identity.
  - b) Personal Protective Clothing worn by the EPWP participants is branded according to the EPWP Corporate Identity.

## **PART V: GENERAL**

### **18. Breach**

Should any Party commit a breach of any provision of this Agreement and fail to remedy such breach within 14 (fourteen) days of receiving written notice from the other requiring it to do so, then other Party (the aggrieved party) shall be entitled, without prejudice to its other rights in law, claim specific performance of the defaulting Party's obligations without prejudice to the aggrieved Parties' right to claim expenses incurred.

Failure to finalise the projects within the stipulated time limits due to the delay in the transfer of Programme funds, delays in the approval of variation orders and or circumstances beyond the DPWI control will not constitute a breach.

### **19. Dispute resolution**

The Parties agree that any disagreement or dispute arising between the parties with regard to the interpretation or application of this Agreement will be dealt with in terms of Chapter 4 of the Intergovernmental Relations Framework Act, 2005.





## **20. Amendments to the EPWP Integrated Grant Agreement**

No amendment, alteration, addition or variation of this EPWP Integrated Grant is of any force or effect unless reduced to writing and signed by the Parties. Any change of the project list must be applied for by the municipality in writing and signed off by the Accounting Officer of the municipality. No change of project list will be accepted three months to the end of the municipal financial year. The change to the project list will be approved by the official in DPWI responsible for oversight of the EPWP Integrated Grant.

## **21. Whole EPWP Integrated Grant Agreement**

- 21.1 This Grant Agreement together with its annexure constitutes the entire contract between the Parties, no agreement varying, adding to, deleting from or cancelling this Grant Agreement and no waiver of any right under this Grant Agreement is effective unless reduced to writing and signed by or on behalf of the Parties.
- 21.2 This Grant Agreement contains all of the express provisions agreed on by the Parties with regard to the subject matter hereof and the Parties waive the right to rely on any alleged express provision not contained in this Grant Agreement.
- 21.3 No Party may rely on any representation that allegedly induced that party to enter into this Grant Agreement, unless the representation is recorded in this Grant Agreement.
- 21.4 No relaxation by a party of any of its rights in terms of this Grant Agreement at any time prejudices or constitutes a waiver of its rights (unless it is a written waiver) and it will be entitled to exercise its rights thereafter as if such relaxation had not taken place.
- 21.5 No party may cede any of its rights or delegate or assign any of its obligations in terms of this Grant Agreement without the prior written consent of the other Party.
- 21.6 Headings of clauses are inserted for the purpose of convenience only and must be ignored in the interpretation of this Grant Agreement.



**22. Address and Signature of the Parties to the agreement:**

- 22.1 Notice of change of address must be given in writing by the party concerned and delivered by registered mail, hand or telefax to the other party.
- 22.2 The parties choose the following as their respective addresses for the purpose of any notices contemplated by this Agreement –

Physical Address:	Central Government Office Building Cnr Bosman and Madiba Streets 7 <sup>th</sup> Floor, Room 736 Pretoria, 0001
Postal Address:	Private Bag X65 Pretoria, 0001
Tel:	012 406 1829/012 406 1000
Fax:	086 276 8663
E-mail:	Dg.Pa@dpw.gov.za

Signed at ..... on the.....day of..... 2020.

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**ADVOCATE SAM VUKELA  
DIRECTOR-GENERAL  
THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

**WITNESS:** \_\_\_\_\_

**23. Address and Signature of the Municipality**



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

23.1 Notice of change of address must be given in writing by the party concerned and delivered by registered mail, hand or telefax to the other party.


23.2 The parties choose the following as their respective addresses for the purpose of any notices contemplated by this Grant Agreement –

The City/Municipal Manager of the Makana Local Municipality

Physical Address:	<u>86 HIGH STREET</u>
	<u>MAKHANDA.</u>
Postal Address:	<u>P.O. Box. 176</u>
	<u>GRAHAMSTOWN, 6140</u>
Tel:	<u>046 603 6136</u>
Fax:	<u>046 636 2472</u>
E-mail:	<u>Mmene@makana.gov.za</u>

Signed at MAKHANDA on the 21<sup>st</sup> day of MAY 2020.

  
 \_\_\_\_\_  
 CITY/ MUNICIPAL MANAGER  
 MAKANA LOCAL MUNICIPALITY

WITNESS:   
 \_\_\_\_\_



public works

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA



EXPANDED PUBLIC WORKS PROGRAMME

## Annexure A

### List of Projects to be funded by the 2020/21 EPWP Integrated Grant:

*Please use the attached Project List Template, to submit a list of projects to be funded by the EPWP Integrated Grant.*

*A signed hard copy of the list must be attached to the signed Grant Agreement.*

*A soft copy of the list must be submitted to the Department of Public Works and Infrastructure by email.*

