

**COOPERATION AGREEMENT**

**ENTERED BETWEEN:**

**The Nuwejaars River Nature Reserve (Hereinafter referred to as NRNR)**

**HEREIN REPRESENTED BY**

**DIRK CORNELIUS HUMAN IN HIS CAPACITY**

**AS CHAIRMAN OF NWLOA AND DULY AUTHORISED THERETO.**

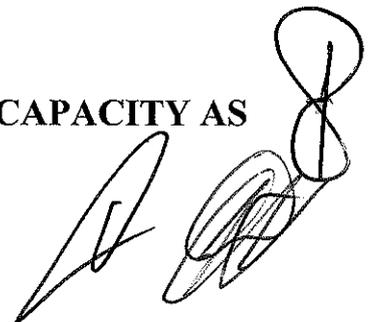
**AND**

**OVERBERG DISTRICT MUNICIPALITY (HEREAFTER REFERRED**

**TO AS ODM)**

**REPRESENTED BY MR DAVID BERETTI IN HIS CAPACITY AS**

**MUNICIPAL MANAGER**

Two handwritten signatures in black ink. The signature on the left is a stylized, cursive 'D' followed by 'C H'. The signature on the right is a more complex cursive signature, likely 'D Beretti', with a large loop at the end.

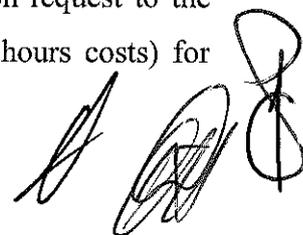
## THE AGREEMENT –

### 1. PREAMBLE

- 1.1 **WHEREAS the ODM and the NRNR both wish to ensure efficient and effective Fire Management for the whole of the Overberg**
- 1.2 **AND WHEREAS the NRNR possesses certain equipment, being a fully equipped Tata all terrain fire engine and a Dyna lorry with seating for transporting fire fighters**
- 1.3 **AND WHEREAS the ODM have fully trained teams to operate the fire engine and fire fighting teams that need to be transported**

### 2. Now therefore the parties hereby agree as follows

- 2.1 The ODM will house and maintain the NRNR Tata fire engine (CS 3133) and will provide a competent fire management work force to operate it. This fire engine will be used at the discretion of the ODM and at their cost. Where an income is generated out of this fire engine as a result of the Implementation of ODM policy, the applicable tariff, determined from time to time in conjunction with the NRNR, will be paid over to the NRNR.
- 2.2 The Tata Fire Engine will be maintained in good order and condition it was received by the ODM and a full maintenance schedule shall be kept.
- 2.3 NRNR will provide a Toyota Dyna Transporter (CS 15250) which the ODM will use and maintain. The vehicle will be used at the discretion of the ODM for transporting fire fighters for fire fighting response and fire prevention activities.
- 2.4 The Toyota Dyna Transporter (CS 15250) will be maintained in good order and condition by the ODM and a full maintenance schedule shall be kept.
- 2.5 The ODM will be responsible for comprehensive insurance for both the Toyota Dyna Transporter as well as the Tata Fire Engine.
- 2.6 The ODM will pay NRNR an amount of R33 026.00 as agreed to by both parties with cognisance of the Municipal Finance Management Act and depreciation of vehicle value
- 2.7 The ODM will make the Working on Fire Team available on request to the NRNR (at no cost except for overtime and additional after hours costs) for integrated fire management tasks and projects.



### **3. DURATION**

- 3.1 The activities implemented and services provided by ODM and the NRNR within this agreement shall commence on 1 July 2017 and be completed by 30<sup>th</sup> June 2018 or commencing on the date of signing this MOU.
- 3.2 Both parties wish this cooperation agreement to continue and it is intended that a new agreement will be entered into between the parties at the expiry of this agreement.
- 3.3 This agreement replaces any previous agreements between ODM and NRNR

### **4. SUBMISSION OF REPORTS**

- 4.1 The ODM undertakes to submit bi-annual reports indicating the state of the vehicles and their respective mileage.
- 4.2 A bi-annual report will be sent to a predetermined address before the 1<sup>st</sup> of December 2017 and 1<sup>st</sup> June 2018.

### **5. EVALUATION AND MONITORING**

- 5.1 The ODM agrees to meet with and receive a representative of NRNR at pre-arranged times. An agenda will be set for these meetings and will include an inspection of the vehicles.
- 5.2 The ODM agrees to answer all reasonable questions by NRNR or any person appointed by NRNR related to the cooperative activities.
- 5.3 The ODM undertakes to inform NRNR of any problems it may experience that impede on its ability to fulfill its obligations as defined in this agreement.

### **6. RIGHT TO USE FINDINGS AND DATA GATHERED AS A RESULT OF THIS AGREEMENT**

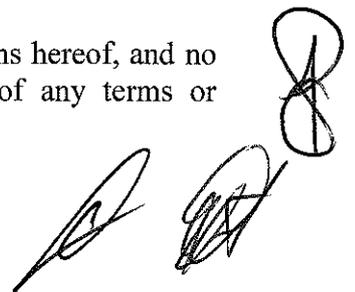
- 6.1 The ODM will have the right to use or implement results and findings of this cooperation in the execution of its functions.
- 6.2 Data gathered by means of this agreement may not be sold for any financial gain and the ODM shall therefore not be entitled to dispose of any data gained during this project for financial gain without written consent of NRNR.

### **7. COPYRIGHT**

- 7.1 Copy of any information or database emanating from this contract shall remain vested with the ODM and NRNR.

### **8. AMENDMENTS TO THE AGREEMENT**

- 8.1 No amendment of this Agreement or of any provision or terms hereof, and no extension of time or waiver or relaxation or suspension of any terms or



provisions of this Agreement shall be of any force or effect unless committed in writing and signed by both the parties or their authorized representatives.

- 8.2 No waiver on the part of either party of any right arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.
- 8.3 Neither party shall be entitled without the prior written consent given by the duly authorized official of the other party to cede, delegate otherwise transfer any of its rights and/or obligations in terms of the Agreement.

## 9. CONTINUATION OF THE AGREEMENT

- 9.1 The ODM understands and agrees to the fact that a continuation of the Agreement or any extension thereof are entirely at the discretion of NRNR and the NRNR reserves the right to adjust the terms of the agreement according to progress made and provided that:
  - 9.1.1 the conditions of this agreement have been met; and
  - 9.1.2 the set objectives were attained.

## 10. INDEPENDENCE OF THE ODM.

The ODM acts as an independent body and not as an agent or employee of NRNR and has no authority to bind NRNR contractually or in any other way. The ODM hereby indemnifies NRNR against any actions or application including any costs that may arise in this regard.

## 11. BREACH OF AGREEMENT

- 11.1 If the NRNR or the ODM breaches this agreement, the other party may send a notice of breach by registered mail.
- 11.2 This notice will state:
  - 11.2.1 What aspect/portion of the agreement has been breached;
  - 11.2.2 how the other party may rectify the breach;
  - 11.2.3 that the breach is to be rectified within not less than 14 days; and
  - 11.2.4 which steps will be taken if the breach is not rectified.
- 11.3 If the breach is not rectified within the time set out the aggrieved party may without prejudiced to its common law rights:
  - 11.3.1 Cancel the agreement and claim damages;
  - 11.3.2 order the other party to fulfill the specific performance contained with the contract; or
  - 11.3.3 utilize any other legal remedy available to it.

- 11.4 NRNR reserves the right to withdraw any assistance and equipment with a three-month notice, that in the reasonable opinion of NRNR has not been used in terms of the conditions of this agreement.
- 11.5 In the event of a dispute arising out of or in relation to the terms of this Agreement, representatives of both parties shall meet and endeavor to settle the dispute in an amicable manner through mutual consultation. If such persons are unable to resolve the dispute in a satisfactory manner within ten (10) business days, either party may seek binding arbitration.

**12. DECLARATION**

I/we the undersigned, being duly authorised undertake to adhere to the conditions as stipulated in this agreement.

**13. DOMICILLI CITANDI ET EXECUTANDI**

- 13.1 The parties agree that their official domicillii citandi et executandi for this agreement shall be:

Nuwejaars River Nature Reserve  
 PO Box 853  
 Moddervlei.  
 Haazvlakte

Bredasdorp Overberg District Municipality  
 Private Bag X22  
 Bredasdorp

**14. JURISDICTION**

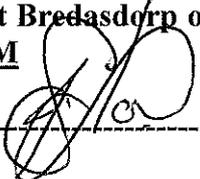
- 14.1 The parties agree to the jurisdiction of a magistrate's court should a dispute arise in terms of this agreement.

Thus, done and signed at

Nuwejaars River Nature Reserve on this 04 day of July 2017 for and on behalf of NRNR

SIGNATURE: 

Thus, done and signed at Bredasdorp on this 18<sup>th</sup> day of July 2017 for and on behalf of the ODM

SIGNATURE: 

WITNESSES:

1. R Geldenhuys
2. \_\_\_\_\_

