

SHAREHOLDER PERFORMANCE AGREEMENT

The Department of Women, Youth and Persons with Disabilities

(hereinafter referred to as “DWYPD”)

AND

The National Youth Development Agency

(hereinafter referred to as “NYDA”)

1. INTRODUCTION

- 1.1 The rapidly changing business environment presents new and increasingly complex corporate governance challenges. It is therefore critical, that an organization's governance processes and practices are reviewed on a regular basis to ensure that they are in line with the best practices.
- 1.2 There is in general a development towards improving Corporate Governance in South Africa, and Government has highlighted the issue of Corporate Governance as a focus area in the public sector as well.
- 1.3 This focus has led to the creation of the Protocol on Corporate Governance on the Public Sector, which encompasses recommendations of the King Reports, but also the system by which the public entity is to be supervised and its performance monitored by the Shareholder.
- 1.4 The Department of Women, Youth and Persons with Disabilities (DWYPD) as the Shareholder and the National Youth Development Agency (NYDA) subscribe to good corporate governance and wish to ensure transparency, accountability and sound management.
- 1.5 The Shareholder Performance Agreement is also important in keeping with the provisions of the Public Finance Management Act (PFMA), No. 01 of 1999 and the Regulations promulgated in terms thereof. It is based on the underlying principles which requires the Board to manage and lead the entity in an enterprising manner, balanced with the exercise of the freedom within the agreed mandate and framework of effective accountability.
- 1.6 The National Treasury Annual Report Guide for Schedule 3A and 3C Public Entities contemplates the setting of performance targets for the NYDA and this Shareholder Performance Agreement is designed to give effect to that approach and to establish a document clearly stating the parameters of the relationship between the Shareholder and the NYDA.
- 1.7 It is also recognised that in order for this Shareholder Performance Agreement to be effective, it is imperative that it represents what the Shareholder requires from the NYDA. This necessitates integration at National Government level between various departments to provide a single integrated performance agreement with the NYDA. The Shareholder, legally represented by the Minister

in The Presidency responsible for Women, Youth and Persons with Disabilities, will ensure that such integration takes place.

- 1.8 The Shareholder and the NYDA must adhere to the principles set out above, in an endeavour to enhance effective business performance and to maintain good corporate governance within the NYDA; and agree to uphold and implement the corporate governance arrangements set out in this Shareholder Performance Agreement.
- 1.9 The general terms and conditions are set out in this Shareholder Performance Agreement.
- 1.10 The NYDA is also guided on best practices by international developments; the King Report on Corporate Governance; the King Code of Governance Principles for South Africa–2009 (King III and IV); and the Protocol on Corporate Governance in the Public Sector–2002.

2. INTERPRETATION

- 2.1. In this Shareholder Performance Agreement, unless otherwise indicated or contrary to the context, the words and phrases set out below shall have the meanings ascribed to them herein.
- 2.2. “Accounting Authority”, means the body or person(s) mentioned in section 49 (2)(a) of the PFMA and shall have a corresponding meaning with the definition in section 1 of the PFMA.
- 2.3. “Annual Performance Plan (APP)”, means the rolling 3-year Annual Performance Plan of the NYDA, as contemplated in Treasury Regulations.
- 2.4. “Board”, means the Board constituted as per section 9 of the NYDA Act, No. 54 of 2008 and serves as the Accounting Authority described in section 49(2)(a) of the PFMA Act.
- 2.5. “Board member”, mean a member of the Accounting Authority/ Board, as defined.
- 2.6. “Chairperson”, means the incumbent as contemplated in section 9 of NYDA Act.
- 2.7. “Committee”, means a Committee of the Board.
- 2.8. “Designated Department”, Means the Department of Women, Youth and Persons with Disabilities (DWYPD).
- 2.9. “Executive Authority”, means the Minister in the Presidency for Women, Youth and Persons with Disabilities (the Minister).
- 2.10. “Financial Year”, means the Financial Year beginning on 1 April of a specific year and ending on 31 March of the following year.

- 2.11. "King Report" means the King III or IV Reports on Corporate Governance in South Africa.
- 2.12. "Minister" means the Minister in the Presidency for Women, Youth and Persons with Disabilities (the Minister).
- 2.13. "MTEF", means the Medium Term Expenditure Framework of the Government of the Republic of South Africa.
- 2.14. "NYDA or "the Agency" means the National Youth Development Agency, created in terms of the National Youth Development Agency Act 54 of 2008 and a schedule 3A national public entity under the PFMA.
- 2.15. "Parties", means the Department of Women, Youth and Persons with Disabilities and the National Youth Development Agency; and "Party" refers to either one of them, as the context may require.
- 2.16. "Protocol" means the Protocol on Corporate Governance in the Public Sector (2002) as amended and any other protocol or document of similar intent issued by the Government of the Republic of South Africa.
- 2.17. "Shareholder" means the Government of the Republic of South Africa, represented by the Minister in the Presidency for Women, Youth and Persons with Disabilities.
- 2.18. "Shareholder Performance Agreement" means this agreement together with all annexures hereto.
- 2.19. "Shareholder Compact" means the DWYPD.
- 2.20. "Statute", means any Act of Parliament or Regulation thereto or any other enactment having the force of law.
- 2.21. "Strategic Plan", means the rolling 5-year Strategic Plan of the NYDA, as contemplated in Treasury Regulation 30.1.
- 2.22. "the Act" means the National Youth Development Act, Act No. 54 of 2008, and unless otherwise indicated means such act as amended and re-enacted from time to time.
- 2.23. "Treasury Regulations (TR)", means the National Treasury Regulations, 2005 as amended.
- 2.24. "Writing", means type-written or printed communication, including facsimile transmission, electronic transmission or any like communication, and "in writing" and "written" shall have corresponding meanings.

3. LEGAL REQUIREMENTS

- 3.1 Notwithstanding the fact that NYDA is a Schedule 3A Public Entity, and therefore legally required to complete an agreement as per Treasury Regulation 29.2, the Executive Authority and Accounting Authority have agreed that it would be in the interests of the parties to do so.

3.2. The Shareholder Performance Agreement documents the mandated key performance measures and indicators to be attained by the NYDA as agreed between the Accounting Authority and the Executive Authority as well as the modalities for transfers of funds from the DWYPD to the NYDA.

4. NATIONAL YOUTH DEVELOPMENT ACT

4.1 In the event that there is any conflict between the provisions of this agreement and the NYDA Act, the provisions of the Act shall prevail.

5. Purpose

The purpose of this Agreement is to:

- 5.1. clearly define the facilitative role of the Executive Authority and also to ensure that the relationship between the parties is conducted in an enabling manner that espouses due obligations and decisions delivered in a co-operative fashion within the context of the PFMA and NYDA Act;
- 5.2. set out the mandating process of NYDA;
- 5.3. set out the process of developing the assessment criteria to be used to facilitate the assessment and monitoring of the Board's performance against predetermined objectives;
- 5.4. guide the relationship between the parties at strategic as well as operational levels;
- 5.5. strengthen the corporate governance processes between the parties;
- 5.6. outline how the parties will work together to ensure an appropriate balance between performance (delivery) and conformance (control/compliance), and to avoid duplication of roles and responsibilities;
- 5.7. serve as a formal performance agreement between the Executive Authority and the Accounting Authority, to give effect to the mandate bestowed on the NYDA;
- 5.8. reflect the expectations and responsibilities of each of the parties, expressed in terms of outcomes and outputs that need to be achieved, as well as inputs and frameworks needed to ensure those outcomes;
- 5.9. where applicable, implement good practice guidelines as recommended in the King Report on Corporate Governance for South Africa and the Protocol on Governance in the Public Sector, 2002; and
- 5.10. according to Treasury Regulation 18.4, make provision as required, for the designated department, in its Annual Report, to report certain information about its public entity.

6. NATURE OF THE SHAREHOLDER PERFORMANCE AGREEMENT

- 6.1. This Shareholder Performance Agreement has been designed to enhance the governance of the NYDA through documenting what should be achieved as well as ensuring an effective relationship between NYDA and the DWYPD.
- 6.2. It is hereby specifically recorded that in this Shareholder Performance Agreement, no rights or expectations shall arise in favour of any third party from any of the provisions hereof. This Agreement is designed solely to regulate the relationship between the Shareholder on the one hand and NYDA on the other.
- 6.3. It does not replace the strategic and business plans, but it is rather complimentary to these.

7. DURATION OF THE SHAREHOLDER PERFORMANCE AGREEMENT

- 7.1. This Shareholder Performance Agreement shall be effective retrospectively as from 01 April 2020, notwithstanding the date of signature hereof.
- 7.2. It shall endure for a period of three years, subject to the term of office of the Board.

8. APPLICABLE LEGISLATION AND FRAMEWORKS

This document is prepared to ensure compliance with:

- 8.1 The Public Finance Management Act (PFMA) (Act No. 01 of 1999) as amended;
- 8.2 National Treasury Regulations (March 2005) as amended;
- 8.3 NYDA Act (Act No. 54 of 2008); and
- 8.4 King Report on Corporate Governance.

9. CONTEXT TO NYDA'S MANDATE WITHIN DWYPD'S MANDATE

- 9.1. The Accounting Authority is accountable to the Executive Authority.
- 9.2. The Accounting Authority reports to the Executive Authority via the DWYPD.
- 9.3. DWYPD is the "designated Department" which is responsible for managing the relationship between the NYDA and the Executive Authority.

10. PERFORMANCE FRAMEWORK

- 10.1 The NYDA derives its mandate from the legislative frameworks, mainly the NYDA Act No. 54 of 2008 and the National Youth Policy as adopted by Cabinet.
- 10.2 In order to give effect to its mandate, the NYDA shall prepare its Strategic Plans, Annual Performance Plans, Budget Allocations as well as Quarterly and Annual

Reports in accordance with the relevant planning and reporting frameworks as determined from time to time by the National Treasury and the DWYPD.

- 10.3 The NYDA shall notify the Executing Authority upon drafting its strategic objectives, key performance areas, outputs, indicators and targets and shall submit its Strategic Plan, Annual Performance Plan, Annual and MTEF budget allocations, Quarterly Reports, and Annual report to the Executive Authority for approval.
- 10.4 The reports stated in 10.3 should be aligned to the national priorities; MTSF; and commitments pronounced by the President on occasions such as SoNA.

11. Obligations of the NYDA

- 11.1. The NYDA undertakes to submit the following reports as specified below, to the DWYPD by the deadlines indicated in *Annexure A* to this agreement:
- 11.1.1. Quarterly Performance Report of the preceding quarter;
- 11.1.2. Management Accounts of the preceding quarter – such will include revenue and expenditure projections for the following quarter;
- 11.1.3. Quarterly PFMA/ TR Compliance Check list ;
- 11.1.4. Financial information:
- a) State of its investments and reserves;
 - b) Reconciled financials of the entity;
- 11.1.5. Written assurance (on the letter of request).
- 11.2. In addition to information referred to in the Act and this Shareholder Performance Agreement, the Board undertakes to:
- 11.2.1. Furnish the Executive Authority, on request, with any such information as may be required from time to time;
- 11.2.2. Upon request by the Executive Authority, provide an updated report or information on the NYDA's activities and financial position;
- 11.2.3. Ensure that the NYDA applies and manages its financial, human, and other resources with economy, efficiency, effectiveness and transparency, including but not limited to the efficient management of working capital, safeguarding of assets and prevention of irregular, fruitless and wasteful expenditure.
- 11.2.4. Appoint a suitably qualified person to serve as the Accounting Officer (Chief Executive Officer).
- 11.2.5. Delegate powers to any of its committees to the Accounting Officer of the NYDA, as per the provisions of NYDA Act and the PFMA.

- 11.2.6. Invite the Head of the National Youth Development branch of the DWYPD to participate in the NYDA's Strategic Planning sessions and Quarterly Performance review meetings.
 - 11.2.7. Invite the Head of the National Youth Development branch of the DWYPD to participate in Quarterly NYDA's Audit Committee Meetings.
 - 11.2.8. Invite the Chief Financial Officer (CFO) of the DWYPD to participate in Quarterly NYDA's Audit Committee Meetings.
 - 11.2.9. Develop a Board Charter, including a Corporate Governance Checklist, to govern its activities and to review and recommit to such a charter annually.
 - 11.2.10 Ensure that there is general legislative compliance.
 - 11.2.11 Account to the relevant Parliamentary Portfolio Committees as and when required.
- 11.3. The NYDA shall develop an Integrated Youth Development Strategy to give effect to implementation of the National Youth Policy.
 - 11.4. The Executive Chairperson of the Board shall represent the Accounting Authority, and take personal interest in carrying out the terms of this Shareholder Performance Agreement and in cascading its spirit through the ranks of the other members of the NYDA's Board and management.
 - 11.5. The Executive Chairperson of the Board shall conduct performance appraisal of individual Board members annually.
- 12. Obligations of the DWYPD**
- 12.1. DWYPD shall transfer the budgeted amount allocated by the National Treasury to the NYDA as indicated in *Annexure A* of this Shareholder Performance Agreement, provided that the necessary procedures and conditions stipulated under point 10.2 as well as reports stated under 11.1 have been met and submitted by the NYDA respectively, by the due date stipulated in *Annexure A*.
 - 12.2. The DWYPD may withhold transferring funds to the NYDA under certain conditions as stipulated under Treasury Regulation 8.4.
 - 12.3. The amounts to be transferred per quarter may be amended by mutual agreement between the CFOs of the DWYPD and the NYDA.

- 12.4. Payment shall be made directly into NYDA's cheque/ current account at Standard Bank, Branch code: 001155 and account number: 061117145 unless directed otherwise.
- 12.5. The DWYPD shall assess the NYDA's performance on its obligations under this Agreement on the basis of reports that will be submitted as well as any other reasonable requirements to be determined from time to time by the DWYPD, provided that such requirements are aligned to the provisions of the PFMA, Treasury Regulations, and the NYDA Act.
- 12.6. The National Youth Development branch shall conduct site visits to the NYDA district offices and beneficiary sites to evaluate service delivery.
- 12.7. The DWYPD will provide support to the NYDA on reporting to Parliament.
- 12.8. The DWYPD shall develop the National Youth Policy and supplementary documents that give effect to implementation of such policy, including amending the NYDA Act.
- 12.9 The Executive Authority further undertakes to:
- 12.9.1 Allow the Accounting Authority to carry on the business of NYDA as per NYDA Act, and approved Strategic and Annual Performance Plans.
- 12.9.2 Ensure alignment of NYDA's activities with Government's plans and priorities and to the commitments made by the President.
- 12.9.3 Communicate in writing to the Accounting Authority and agree on the implementation process regarding specific policies and legislative requirements outside of the existing legislation which were not the basis for drafting this Shareholder Performance Agreement.
- 12.9.4 Comply with section 63 to 66 of the PFMA and related Treasury Regulations and other advisories and circulars the Minister of Finance may issue from time to time and ensure that the Accounting Authority complies with the provisions of the PFMA, specifically section 63(2).
- 12.9.5 Provide strategic leadership and guidance to the NYDA, and undertake whatever actions are necessary to assist the NYDA in achieving its mandate.
- 12.9.6 Guide, support, approve and channel the NYDA's requests to the National Treasury for funding.
- 12.9.7 Ensure that there is appropriate and effective induction, education and training programmes offered to the members of the Board;
- 12.9.8 Review and evaluate the Board's required mix of skills and experience and

- other qualities in order to enhance its effectiveness, its Committees and the contribution of each individual Board member during their entire term of office;
- 12.9.9 Ensure that the NYDA shall, with ring-fenced funding from the National Treasury, provide such services as required by the Executive Authority.

13. GOVERNANCE

- 13.1 An essential element of being a world class business enterprise is the maintenance of world class systems of corporate governance, and the continued identification and application of international best practices. In this regard, the NYDA shall:
- 13.1.1 Subscribe to the principles of good governance;
- 13.1.2 Adhere to and encourage good governance practices and the highest ethical behaviour;
- 13.1.3 Continue to comply with the broad principles set out in the King Reports, as amplified by the Protocol;
- 13.1.4 Assess its systems of governance on an ongoing basis;
- 13.1.5 Undertake to maintain effective governance and the highest standards of ethics. The code of ethics and any ethics management programme in the business and workplace, which is adhered to as a policy within NYDA, shall be submitted to the Shareholder for information.
- 13.1.6 Ensure that it maintains appropriate participative structures with representatives of its employees and stakeholders. The processes shall include, but not be limited to, mechanisms for consultation and information sharing.
- 13.2 The Shareholder also recognises the importance of speedy decision-making, open communication and regular consultation and shall at all times respect these principles.
- 13.3 The Board:
- 13.3.1 Shall direct and guide the business in a proper manner in compliance with the PFMA or any other legislation;
- 13.3.2 Will institute the necessary policies and monitoring procedures to give effect thereto.
- 13.3.3 Recognise the importance of speedy decision-making and will use their best endeavours to prevent undue delays in critical decisions.
- 13.3.4 Shall ensure participation and representation of the Shareholder by at least two (2) representatives in the Board meetings as non-voting members.
- 13.3.4 Shall annually evaluate its performance.

14 COMMUNICATION BETWEEN THE EXECUTIVE AUTHORITY/ DESIGNATED DEPARTMENT AND NYDA

- 14.1 Any reports/ queries/ requests of a strategic nature from the Executive Authority shall be submitted in writing by the Executive Authority to the Accounting Authority through the Executive Chairperson of the NYDA Board and vice versa.
- 14.2 The Board of Directors of the NYDA shall meet bi-annually with the Minister in the Presidency for Women, Youth and Persons with Disabilities.
- 14.3 Any reports/ queries/ requests of an operational nature shall be communicated in writing by the Director-General of the DWYPD to the NYDA through the CEO and vice versa.
- 14.4 Any reports/ queries/ requests of financial nature shall be communicated in writing between the CFOs of the DWYPD and the NYDA.
- 14.5 The original requests for transfer of funds to the NYDA shall be submitted on or before the date indicated in *Annexure 1* to the CFO of the DWYPD to process for approval by the Executive Authority.
- 14.6 The Director-General of DWYPD and the CEO of the NYDA shall meet at least Quarterly for the NYDA to brief the Executive Authority in order to establish a formalised structure of reporting between the parties.

15 UNDERTAKINGS BY THE NYDA

- 15.1 NYDA undertakes, for the duration of this Compact, not to make decisions falling outside the scope; mandate; and authority granted in terms of the laws and this Shareholder Performance Agreement, without the approval of the Shareholder.
- 15.2 NYDA further undertakes to ensure that its management:
- (i) act in compliance with the Public Finance Management Act;
 - (ii) operates the business of the NYDA in line with the APP, Strategic Plan and best business practices;
 - (iii) oversee the operation of its branches and or district offices and coordinate their activities thereof;
 - (iv) Manages the resources of the NYDA prudently.

16 UNDERTAKINGS BY THE BOARD OF THE NYDA

- 16.1 Members of the Board of Directors have a fiduciary duty to the NYDA and undertake further as follows:
 - 16.1.1 as the body with absolute accountability for the performance of NYDA, it shall give strategic direction to the NYDA and ensure an effective succession plan in all levels;
 - 16.1.2 it shall retain full and effective control of the NYDA and monitor management closely in implementing the NYDA's plans and strategies;
 - 16.1.3 it shall ensure that the NYDA is fully aware of and complies with applicable laws, regulations, government policies, codes of business practices and communicates with the Shareholder and relevant stakeholders openly and promptly;
 - 16.1.4 it shall ensure that all its members ensure that they have unrestricted access and accurate, relevant and timely information of the NYDA's operation;
 - 16.1.5 it shall act on a fully informed basis, in good faith, with diligence, skill and care and in the best interest of the NYDA, taking into account the interests of the Shareholder and NYDA's stakeholders, including employees, creditors, service providers and customers;
 - 16.1.6 it shall monitor closely the process of disclosure and communication and shall exercise objective judgment on the affairs of the NYDA, independent of management. In so doing, each individual member undertakes to keep confidential all confidential matters of the Agency;
 - 16.1.7 it shall, monitor and review corporate strategy, major plans of action, risk policy, annual budgets and the business plans and regularly identify key risk areas and key performance indicators, based on both financial and non-financial aspects;
 - 16.1.8 it shall endeavour to ensure that the Shareholder's performance objectives are achieved and that same can be measured in terms of the performance of the Agency;
 - 16.1.9 it shall monitor and manage potential conflicts of interests of management, its members and the Shareholder.
 - 16.1.10 it shall determine the operational policy of the NYDA.
 - 16.1.11 it shall exercise control generally over the exercise of its powers and the execution of its functions.
 - 16.1.12 it shall, when making submissions to the relevant government bodies including the National Treasury ensure that the Shareholder is copied;
 - 16.1.13 it shall not accept any payment of commission, any form of bribery, gift or profit for him or herself.

17. UNDERTAKINGS BY THE SHAREHOLDER

- 7.1 The Shareholder undertakes for the duration of this agreement not:
- 17.1.1 to introduce new or additional requirements during the validity of this Shareholder Performance Agreement other than through a process of Consultation with the NYDA;
 - 17.1.2 to impede or in any way restrict the discretion of the Board regarding matters falling within its authority, as provided for in this Shareholder Performance Agreement;
 - 17.1.3 to cause delays with regard to critical decisions;
 - 17.1.4 to delay the proper facilitation of filling the vacancies that may arise promptly; or
 - 17.1.5 to cause NYDA or any of its directors to breach any legal duty.
- 7.2 The Executive Authority undertakes for the duration of this agreement to:
- 17.2.1 Provide the NYDA with advice on strategy, legislation, and policy alignment;
 - 17.2.2 Monitor, evaluate, and advice on the operations of the NYDA;
 - 17.2.3 Grant the senior management and the Board of the NYDA access to meetings on prior notice;
 - 17.2.4 Endeavour to participate in activities of the NYDA on prior reasonable notice and invitation by the Agency;
 - 17.2.5 Develop and present the Shareholder's statement that will accompany the Annual report of the Agency.
 - 17.2.6 Determine the conditions of service of all individual members of the Board on an annual basis.

18. DISPUTE RESOLUTION

- 18.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 18.2 In the event of any dispute arising from this Agreement, the parties shall make every effort to settle such dispute amicably, in the spirit of section 41 of the Constitution of the Republic of South Africa, 1996.
- 18.3 If the dispute is not capable of being settled between the parties amicably, such dispute shall be elevated to a mediator approved by both parties for mediation purposes.
- 18.4 Should the dispute - despite such mediation - remain unresolved for a period of 30 (thirty) days after being so referred, either party may declare such dispute a formal intergovernmental dispute by notifying the other party of such declaration in writing, in which event the parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, 2005 (Act No.13 of 2005).

18.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.

19. NOTICES

19.1 The parties chose as their domicillium addresses for the purposes of this Shareholder's compact the following physical addresses:

The Executive Authority:

DWYPD

Street Address

36 Hamilton Street

Arcadia

Pretoria

Postal Address

Private Bag X931

Pretoria

0001

Telephone No: (012) 359 0000

The Accounting Authority:

National Youth Development

Agency

Street Address

54 Maxwell Drive

Woodmead

Postal Address

P.O. Box 982

Halfway House

1685

Telephone No: (011) 651 7000

19.1.1 Each Party will be entitled from time to time, by written notice to the other, to vary its domicillium to any other address within the Republic of South Africa, which is not a post office box or poste restante.

19.2 Any notice given by one party to the other ("the addressee") which:

19.2.1 Is delivered by hand during normal business hours of the addressee at the addressee's domicilium will be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;

19.2.2 Is posted by the prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium will be presumed, until the contrary is proved, to have been received by the addressee on the 4th (fourth) business day after the date of posting;

19.2.3 Is transmitted by telefax or e-mail will be deemed (in the absence of proof to the contrary) to have been received within 1 (one) hour of transmission where it is transmitted during normal business hours and within 2 (two) hours of the commencement of the following business day where it is transmitted outside those business hours.

20. VARIATION

20.1 No addition to or variation, consensual cancellation or innovation of this Shareholder Compact, and waiver of any right arising from this Shareholder Compact or its breach or termination shall be of any force or effect unless reduced to writing and signed by both the Parties or their duly authorised representatives.

21. WHOLE AGREEMENT

21.1 This document, together with the Annexures thereto, constitute the whole agreement between the Parties. No instructions, agreements, representations or warranties between the Parties, other than those set out herein, will be binding on the parties.

21.2 All undertakings and Annexures to this agreement are declared active when this Compact is signed.

22. COMPETENT AUTHORITY

The Competent Authorities responsible for the implementation of this Shareholder Compact are:

22.1 for the DWYPD, the Director-General; and

22.2 for the NYDA, the Chief Executive Officer.


SIGNATURES



Mr SJ Mtsweni
Chairperson: NYDA Board
Date: Woodmead
Place: 3 May 2020

Mr WA Carrim
Chief Executive Officer
Date: Centurion
Place: 2 May 2020

Hon. M Nkoana-Mashabane, MP
*Minister in The Presidency for
Women, Youth and Persons with
Disabilities*
Date:
Place:



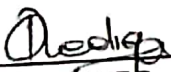
Mrs W.R. Tshabalala
*Acting Director-General in The
Presidency for Women, Youth and
Persons with Disabilities*
Date: 5/15/2020
Place: Benoni


ANNEXURE 1

TRANSFER PAYMENT TRANCHES FOR THE 2020/ 21 FINANCIAL YEAR

The original requests for transfer of funds to the NYDA shall be submitted on or before the date indicated below to the Chief Financial Officer of the DWYPD to process for approval by the Executive Authority. DWYPD shall, subject to the provisions of the Shareholder Compact, make payment by the due dates indicated below.

Quarter Tranche	Date of NYDA submission	Date of payment	Payment value
1	30 April 2020	31 May 2020	R120 000 000
2	31 July 2020	31 August 2020	R118 702 000
3	31 October 2020	30 November 2020	R120 000 000
4	31 January 2021	28 February 2021	R120 000 000
		TOTAL	R478 702 000


CFO: DWYPD
Date: 15 May 2020
Place: Johannesburg


CFO: NYDA
Date: 15 May 2020
Place: Woodmead