

# MR TERENCE MAGOGODELA

## A THE SIU JUDGMENT AND THE SIU CASE

1. On 3 January 2023, the Special Tribunal established in terms of section 2(1) of the Special Investigating Units And Special Tribunals Act (Act 74 of 1996) (“**the SIU Act**”) handed down judgment (“**the SIU judgment**”) in the matter of *SIU v Inqaba Yokulinda and Twelve Others* (Case No: GP/01/2022) (“**the SIU Case**”).<sup>1</sup>
2. The Sixth Respondent in the SIU Case is Mr Tshifhiwa Terence Magogodela (“**Mr Magogodela**”), the current Chief Executive Officer of Athletics South Africa.
3. The SIU Case concerns a preservation order obtained by the Special Investigating Unit (“**the SIU**”) interdicting and prohibiting a number of the Respondents, including Mr Magogodela, and other parties from dealing with certain disputed property. The purpose of the preservation order was to preserve the disputed property pending the finalisation of the main application. The ultimate aim, if the main application is successful, would be to recoup as much as possible of the public monies that were unlawfully obtained by the Respondents.
4. The background to the main application and the SIU Case is set out in paragraphs [3] to [6] of the SIU judgment and it is convenient to repeat them in full:

“[3] On or about February 2018, the first respondent received grant funding from the thirteenth respondent, the National Lotteries Commission (NLC), of Fifteen Million Rand (R15 million) and subsequently a further payment of Four Million Two Hundred and Seventy Eight Thousand Rand (R4.278 million) respectively, for the construction of athletic tracks in the Northern Cape. The second respondent, Audrey Buyisiwe

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<sup>1</sup> The judgment is publicly available at: <https://www.siu.org.za/wp-content/uploads/2023/01/SIU-vs-Yakulinda-NLC-January-2023.pdf>

Khoza (Ms Khoza) was informed by the fifth respondent, Jabulani Mr Sibanda (Sibanda), who introduced himself as a manager in the employ of the NLC, that the application on behalf of the first respondent had already been submitted to the NLC and that his company Unicus (Pty) Ltd (Unicus) would be the service provider. Athletics South Africa (ASA) would assist with drafting of the proposal and the feasibility study. ASA did in fact provide the first respondent with a letter of endorsement, signed by its president, the ninth respondent, Aleck Skhosana (Skhosana). The application form for funding was signed by the sixth respondent, Tshifhiwa Terrence Magogodela (Magogodela), who signed as the Project Coordinator of the first respondent. He was in fact an official of ASA, and was never employed by or mandated to act on behalf of the first respondent.

[4] The grant funding was approved by NLC in the amount of R15 million. The eighth respondent, Philemon Letwaba (Letwaba), signed the grant allocation letter in his capacity as the Chief Operations Officer of the NLC, and the grant Agreement was subsequently signed by the first respondent and the NLC. The amount of R15 million was paid into the first respondent's bank account on 7 March 2018. R10 million of that money was transferred into the bank account of Unicus on 12 March 2018, after Mr Sibanda called Khoza and instructed her to do so. Mr Sibanda is the only signatory to that bank account. No performance was rendered by Unicus or anyone else in terms of the Grant Agreement.

[5] In September 2019, the first respondent applied for additional funding, which was approved by the NLC in the amount of R4 278 000.00. The request for additional funding was prepared by Letwaba and signed by the eleventh respondent, Ms Mampane, as the acting Commissioner of the NLC. The additional funding was approved without any progress reports being furnished, as required by the Grant Agreement. Ms Khoza alleges that she did not apply for additional funding and knew nothing about it. The SIU set out in detail the flow of the monies from the account of

Unicus which was utilised to pay for various expenses, including a “loan” to Magogodela to finance the transfer of a property he purchased, as well as the purchase and payments in respect of several motor vehicles for Mr Sibanda. This information was extracted from the bank statements and other relevant documents in respect of the bank accounts of Unicus.

[6] After investigating and uncovering the evidence in this matter, the SIU applied for the preservation order mentioned earlier and obtained an order interdicting/preserving the property and assets of Mr Sibanda, Magogodela and Diutlwileng. The order was granted pending the institution by the SIU of a review application within 30 days of the date of the order.”

5. Paragraph [22] of the SIU judgment records that the SIU had shown that monies were paid irregularly to Inqaba Yokulinda (the First Respondent) (“**IY**”) and the flow of monies thereafter, also irregularly, implicate a number of the respondents in this matter, especially the Fourth and Fifth Respondents (Unicus Solu(it)ons (“**Unicus**”) and Mr Jabulani Mr Sibanda (“**Mr Sibanda**”)).
6. The SIU has published this graphical illustration to show the chronology of events and the flow of money:



7. The facts as they appear from the affidavits filed of record appear in Section B hereof.
8. The same paragraph [22] of the SIU judgment also records that Mr Magogodela had entered into a settlement agreement to repay monies he had received from Unicus. Once he has repaid the money, his property will be released from preservation. Mr Magogodela must therefore have conceded that he has no legal claim to the money received. This is not surprising since the SIU judgment also records that Unicus and Mr Sibanda do not deny that an amount of R10 million was paid into the account of Unicus on 12 March 2018.

## B KNOWN FACTS

9. The facts set out below appear from the following affidavits filed of record in the SIU Case:
  - 9.1. The founding affidavit of Mr Godsave Ngobeni, Chief Forensic Investigator of the SIU dealing with the matter;
  - 9.2. The answering affidavit of Mr Magogodela;

- 9.3. The answering affidavit of Ms Khoza in the review application and an answering affidavit in the main application; and
- 9.4. The answering affidavit of Mr Jabulani Mr Sibanda.
10. The screenshots that are included below are taken from the affidavits and documents filed of record in the SIU Case.
11. Mr Mogogodela has given no explanation for his past relationship with Mr Sibanda, save to state that ASA has had dealings with Unicus in the past. What these were are unclear. According to Unicus' website
- “UNICUS Solu(IT)ons (Pty) Ltd is a 100% black owned South African Information and Communication Technology (ICT) company that provides services and solutions to clients in both government and the private sector.”<sup>2</sup>*
12. None of the “solutions” offered by Unicus remotely relate to the building of athletics tracks<sup>3</sup>, nor does it claim to have any such experience.
13. The only link lies in Mr Sibanda's LinkedIn profile, which reflects that he claims to be:
- Vice President: Marketing Commission  
Confederation of African Athletics (CAA)  
Oct 2016 - Present*
14. Whether Mr Sibanda is actually the Vice-President: Marketing of CAA cannot currently be verified independently. It is also not known how he came to be appointed to that position and whether he still actually occupies that position.

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<sup>2</sup> <https://unicus-ict.co.za>.

<sup>3</sup> <https://unicus-ict.co.za/our-solutions/>.

15. The facts show that the relationship between Mr Magogodela and Mr Sibanda must have been a close one given that on 1 February 2018, Mr Magogodela executed an acknowledgement of debt in the sum or R400,000.00 in favour of Mr Sibanda (“**the AoD**”).

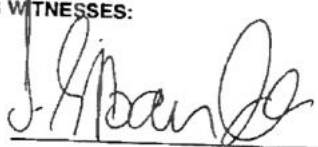
**ADMISSION OF LIABILITY  
AND  
UNDERTAKING TO PAY IN INSTALMENTS**

I, the undersigned, **TSHIFHIWA TERRENCE MAGOGODELA**  
Identity Number: 750410 6080 082  
of 23 Marelu, Lyttleton, Centurion (hereinafter referred to as “debtor”),


admit to liability in respect of the Judgment Creditor’s claim. I do hereby acknowledge myself to be truly and lawfully indebted to **Jabulani Sibanda** (hereinafter referred to as “the creditor”), in the sum of **R400 000-00 (FOUR HUNDRED THOUSAND HUNDRED RAND)** (hereinafter referred to as “the capital”) being in respect of monies paid on my behalf to various creditors and monies for my personal use which amount I hereby undertake and promise to pay in the manner and on the conditions set out hereafter:

**DATED AT BRYANSTON THIS 1st DAY OF FEBRUARY 2018.**

**AS WITNESSES:**

1.   
\_\_\_\_\_

2. \_\_\_\_\_

  
\_\_\_\_\_  
**DEBTOR-TERRENCE MAGOGODELA**

16. In his answering affidavit Mr Magogodela tries to explain the timeline leading to the execution of the AoD as follows:

25.

When the offer was accepted for the purchase of the property and I made a loan application and only obtained a loan in the sum of R1.3 million and as such required approximately R380 000-00 to make up the difference and pay the conveyancing fees. I did not have the latter amount and approached various people including the 5<sup>th</sup> Respondent for bridging finance to settle the difference. Fortunately, the 5<sup>th</sup> Respondent was agreeable to loan me the requisite amount to facilitate transfer of the property into my name.

17. The Offer to Purchase (“**the OPT**”) to which Mr Magogodela refers is dated 13 February 2018. On the evidence of the AoD, his statement that he only approached Mr Sibanda after the OTP was made is not truthful. But even if he is correct and the AoD was backdated (which is doubtful), then the AoD was executed after he provided the necessary documents for the application to the NLC for funding. On either basis it shows that there was a financial incentive for him to ensure that the NLC application was successful and that Mr Sibanda and Unicus were involved.
18. In terms of the AoD:
  - 18.1. Mr Magogodela acknowledged being indebted to Mr Sibanda in the sum of R400,000.00 (defined as “the capital”).
  - 18.2. Mr Magogodela would pay interest at the rate of 9% per annum from 1 March 2018 to date of repayment of the capital, interest and cost in full.
  - 18.3. Repayment would only start on 1 September 2018 and then only in the sum of R2,500.00 per month.
  - 18.4. An amount of 10% “collection commission” was payable in respect of each and every instalment.
19. The AoD and its payment terms are not, as Mr Magogodela and Mr Sibanda contend, standard arms’ length commercial terms. Ignoring the accumulation of interest and assuming that the 10% “collection commission” is paid separately, it would take Mr Magogodela until December 2031 to repay the capital alone. Furthermore, at that time

Mr Magogodela was not indebted to Mr Sibanda at all – the indebtedness actually only arose at a later stage. If the transaction was part of a fraudulent scheme, then this transaction could satisfy the element of gratification for purposes of a criminal charge of fraud.

20. There is no evidence that Mr Magogodela declared this financial interest to his employer, ASA.
21. According to Mr Magogodela he referred Mr Sibanda to Sable Designs, which seems to be a company that is involved in building athletics tracks.<sup>4</sup>

8

In view of this project not being in an internal project of ASA, we merely referred the 5<sup>th</sup> Respondent to ASA accredited service providers to assist him with the technical requirements to erect the athletics track and the costs associated with the project. I am aware that Mr Sibanda conferred from time to time with Sable Designs based in Johannesburg who provided him with a report relating to the specifications and costs of the project. I attach hereto a copy of the report, marked "TM1", which was furnished to me and which was included in the funding application lodged with the 12th Respondent.

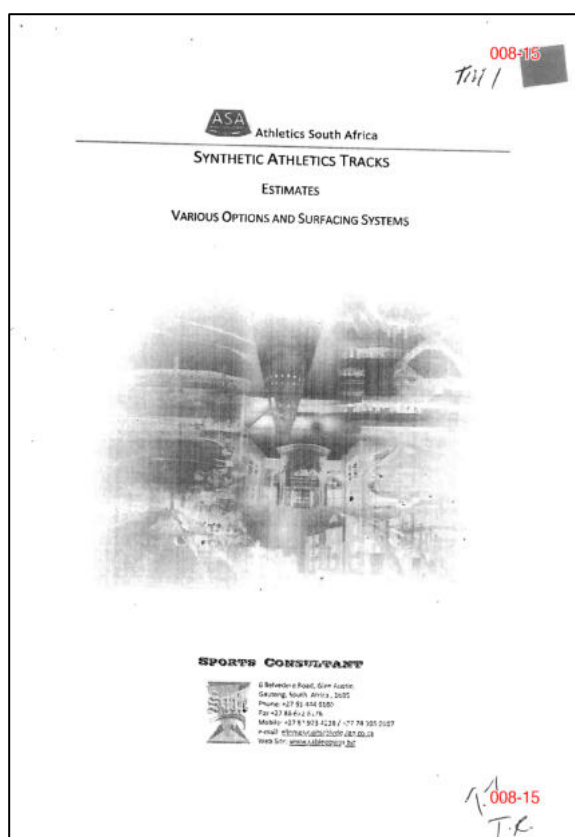
22. Whether such a referral actually took place should be confirmed with Sable Designs. Assuming that it did actually happen, it is not clear why the referral was necessary. No mention of Sable Designs is made anywhere by any of the other respondents. There is also no mention whatsoever that Sable Designs would in any way be involved in executing the project. On the facts no such referral took place and the subsequent facts show that Sable Designs was never involved in the project.

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<sup>4</sup> <https://www.facebook.com/SableSport/photos> - The photos on Sable Design's Facebook page suggests that it may have been involved in the Pilditch Stadium upgrade. Sable Design's would be able to confirm whether they had any interaction with Mr Sibanda. Its contact details are: <https://www.facebook.com/SableSport/about>



23. According to Ms Khoza she only met with Mr Sibanda on 11 February 2018 and knew nothing of the project prior to that (save for what Mr Sibanda had communicated to her in an earlier phone call). According to Mr Sibanda he knew nothing of the project until their meeting and, on his version, there would be no need to approach Sable Designs.
24. Mr Magogodela's statement that the report was furnished to him by Mr Sibanda, is also demonstrably false when regard is had to the report by Sable Designs, which Mr Magogodela attached to his answering affidavit as Annexure "TM1". It bears ASA's logo and is a generic brochure setting out pricing. It is not a quote for a specific track and does not in any way indicate that it was procured by Mr Sibanda:



25. The suggestion that the report was provided to him as part of a project plan is on the facts doubtful. Combined with the subsequent fact that Sable Designs never had any involvement in the project, the facts strongly suggest that Annexure "TM1" had nothing to do with the proposed project. If that is correct, than Mr Magogodela is also guilty of perjury.

26. Ms Khoza states that she was contacted by Mr Sibanda (who introduced himself at the time as "Jabu Sindani") in February 2018:

6. On or about 9 February 2018 I received a call from an unknown man, whom introduced himself to me as Mr Jabu Sindane (hereinafter called "Sibanda") and that he is the Provincial Manager of the National Lottery Commission (hereinafter called "NLC") in Mpumalanga.
7. Sibanda informed me that the Chief Executive Officer of NLC, Charlotte Mampane (hereinafter called "Mampane") and the Chief Operating Officer of NLC, Philemon Letwaba (hereinafter called "Letwaba") and the Chairperson had sent him to approach me to assist to build athletic tracks for the North West, Mpumalanga and the Northern Cape Provinces.

27. Mr Sibanda has a different version of events:

87. I was introduced to Ms. Khoza on or about February 2018 by a friend, Mr. Barry Fraser, a mutual acquaintance.
88. A general discussion between me and Ms Khoza took place during February 2018 after the introduction referred to above. The conversation that ensued was general in nature and Inqaba Yokulinda ("the NPO") involvement in sport related activities for communities were discussed.

28. For the sake of completeness it is necessary to also refer to the statements made by Mr Sibanda as to Unicus' prior relationship with ASA:

89. I was aware that there was a need to construct additional sport community facilities, especially track facilities and that Athletics South Africa (“ASA”) was desirous of expanding the facilities throughout South Africa. This knowledge was obtained by me as a result of previous consulting work that the company did for ASA.

29. It is noticeable that Mr Sibanda refers to “previous consulting work” whereas Mr Magogodela refers to “Mr Sibanda executed a variety of projects for ASA (refer to quote below). The contradiction is telling.
30. It is also apposite to point out that Mr Magogodela gave a different version about this past relationship to a reporter of GroundUp in December 2020<sup>5</sup>:

*“ASA financial manager Magogodela denied that he had instructed Ms Khoza to pay Unicus. “My view was merely sought on whether Unicus, represented by Mr Sibanda, was a trustworthy entity. In view of Unicus having executed a previous project for ASA without any issue, I had no reason to doubt his bona fides.”*

*He said Mr Sibanda had asked him to assist “with the compilation of the application for funding not in any capacity representing ASA, but merely as a person who understood the funding requirements”.*”

31. Mr Magogodela’s answering affidavit is vague in regarding to how he became involved in the scheme:

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<sup>5</sup> <https://www.groundup.org.za/article/lottery-whistleblower-pressured-to-pay-it-company-to-build-athletics-track/>

6.

During or about February 2018, ASA was requested to provide a letter in support of an initiative for the construction of a much needed athletics track in Kimberley. I am responsible for projects and put my name down on the application as the project coordinator as I was expected to keep an eye on the progress of the project on behalf of Athletics South Africa.

32. According to Ms Khoza she then met with Mr Sibanda:

8. On 11 February 2018 I met with Sibanda at Clearwater Mall. During the meeting Sibanda informed me that an application for funding on behalf of the first respondent was already lodged with the NLC.

33. The endorsement letter from ASA was issued, at the behest of Mr Magogodela, on 12 February 2013 (**“the ASA endorsement letter”**).

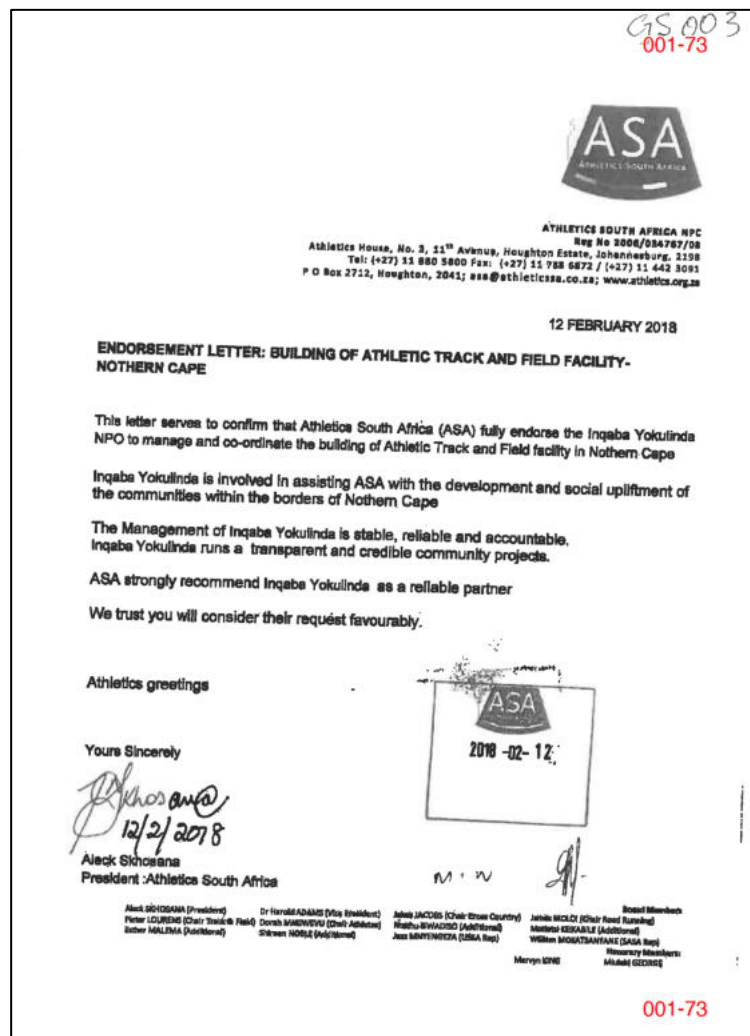
34. ASA itself has publicly distanced itself from the ASA endorsement letter:

*“ASA spokesman Sifiso Cele said ASA president Aleck Skhosana had refused to sign a prepared letter endorsing Unicus for the project as the request “did not conform to our relevant policies”. He said: “...the SIU in conjunction with the Hawks are conducting investigations into this matter and ...[have] visited the offices of the NLC to gather further information on various projects and presumably on the above project as well. In light of the above developments, we do not wish to prejudice their investigations ... ASA would rather co-operate ... with their investigators as opposed to airing our views in the media.”<sup>6</sup>*

35. The ASA endorsement letter reads as follows:

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<sup>6</sup> <https://www.groundup.org.za/article/lottery-whistleblower-pressured-to-pay-it-company-to-build-athletics-track/>



36. There are three aspects in the letter that bear pointing out:
- 36.1. Firstly, it is issued the very next day after the meeting between Ms Khoza and Mr Sibanda;
  - 36.2. Secondly, on the known facts ASA did not do any due diligence on IY before endorsing it - on the timeline it was also not possible; and
  - 36.3. Thirdly, there is no factual basis whatsoever to endorse IY in respect of building an athletics track.
37. Mr Magogodela's lack of any knowledge about IY is also confirmed by Ms Khoza in her answering affidavit in the main application:

42. The contents of this paragraph are admitted save to state that the endorsement was not true and the first respondent had never worked with ASA.

38. There is also no proof that, prior to issuing the ASA endorsement letter, any information about the mooted project had been given to Mr Magogodela, ASA or ASA's Board. Had such information been available, Mr Magogodela would no doubt have provided this information. None was provided. ASA's public statements about the letter strongly suggest that until the SIU came knocking, ASA knew nothing about the project.
39. Mr Magogodela does not deny that he authored the ASA endorsement letter. On the facts and the probabilities he would have been aware that the letter of endorsement propagated a number of falsehoods:
- 39.1. It pretended that ASA could credibly endorse IY, when it could not do so;
- 39.2. It pretended that ASA had dealt with IY in the past, when it had not; and
- 39.3. It pretended to have knowledge of IY's management, when it did not.
40. Mr Magogodela acknowledges that he "assisted" in the compilation of the application ("the NLC application").

7.

Athletics South Africa has always supported development projects that promote the sport in the country and ASA provided a letter supporting the project. I assisted the First Respondent to compile the documentation in support of the application for funding to the Thirteenth Respondent and as far as I am aware, the documents were finalized and lodged by the First Respondent.

41. Mr Magogodela claims in his answering affidavit that:
- 41.1. He only "assisted" IY in compiling the application to the NLC application, but denies that was involved in submitting the application:

9.

I need also place on record that I was not involved in the submission of the application to the 12th Respondent nor was I involved in approving the funding application and the allocation of funds to the 1<sup>st</sup> Respondent.

41.2. He seeks to explain the fact that his name appears in the NLC application as follows:

10.

Insofar as I was referred to as the project coordinator in that document, I need clarify that I was not the manager of the project and my task was simply to assist the First Respondent in furnishing reports on progress of the project to the Thirteenth Respondent.

42. The application for NLC funding is dated 12 February 2018, the same day as the ASA endorsement letter (the first and last pages appear below):

GRANT APPLICATIONS  
NATIONAL LOTTERIES COMMISSION  
18 FEB 2018  
STAMP No. 3

FORM 2018/1  
APPLICATION FOR A GRANT IN TERMS OF THE GAUTENG LOTTERIES ACT (ACT No. 57 OF 1997)

**INSTRUCTIONS**

1. Please indicate (with a cross in the relevant box) if your application for a grant is in terms of:

- Charities (Section 28 of the Act)
- Sport and Recreation (Section 29 of the Act)
- Arts, Culture and National Heritage (Section 30 of the Act)
- Miscellaneous Purposes (any purpose other than the three categories above) (Section 31 of the Act)

2. This application form is in five parts:

- In section A: Details of the organisation.
- In section B: Explanation on the funding required.
- In section C: Information of organisational finances.
- In section D: Details of at least two comparable Projects.
- In section E: Mandatory documents to be submitted with the application form.

**NB:** If there is not enough space on this form for your answers, please use and attach further sheets of paper

**SECTION A DETAILS OF YOUR ORGANISATION**

A1 Name of organisation: INQABA YOKULINDA

A2 Postal address: P O Box 642, MONDEOR

A3 Postal code: 2118

A3 Street address: ORLANDO EFADILUM, CHR MARTHA LOUW & MOONI STREET  
SOWETO, 1864

Province: Gauteng

A4 Telephone number: \_\_\_\_\_ AS Fax number: 0

A5 E-mail address: mgagadela@inqabaworld.com

A6 When was your organisation formed? 2013

A7 What kind of registered organisation are you? (E.g. Non-profit Organisation, Section 21 Company, Public Benefit Trust): Non-Profit Organisation

A8 When was your organisation registered? 2013

A9 Registration number: 529-44279095823925 (Please attach a copy of your registration certificate)

A10 Details of the main contact person with executive powers (e.g. Manager/Programme Director)

Name: Terrance Mgagadela Position: Project Co-ordinator

South African I.D. Number: 750418 6880 082 (Attach Certified Copy of ID)

Address: No.39 Mgagadela, Ecopark, Centurion Tel: 053779730

A11 Details of a second contact person (e.g. Chairperson):

Name: MS AB KROZA Position: CHIEF EXECUTIVE OFFT

South African I.D. Number: 7718232872084 (Attach certified copy of ID)

Address: ORLANDO STADIUM, BOWETO Tel: 056612887

001-75

001-79

**SECTION E: MANDATORY DOCUMENTS**

The following documents should be attached to this form as applicable:

- Organisational financial documents (this requirement is applicable to organisations that have not previously been funded by the NLDTF or if the objectives of the organisation have since changed)
  - Constitution / Articles and Memorandum of Association / Trust deed
  - Institutions established by an Act of Parliament must only cite the enabling Act
  - Proof of registration for non-profit organisations, Section 21 companies, Public Benefit Trusts and Schools registered with the Department of Education (except Private Schools)
  - (Schools and Tertiary Institutions are excluded from this requirement but they must cite the enabling Act)
- Detailed project business plan
- Detailed Project Budget (specify line items with unit cost, quantities, total cost per item)
- Project evaluation
- Most recent Annual Financial Statements of the organisation:
  - for a year for organisations that have previously received funding from NLDTF
  - for two consecutive years signed and dated by a registered and independent Accounting Officer or an Auditor in the case of organisations that have not been previously funded by the NLDTF
- Signed Auditors report or Accounting Officer
- Applications for declared heritage site development/conservation must be accompanied by approval from relevant provincial or national authority.


**DECLARATION**

I, Terrance Mgagadela confirm, on behalf of Inqaba Yokulinda (Name of organisation) that I am authorised to sign this declaration, and that to the best of my knowledge all answers to the questions on this form are accurate. If this application is successful, this organisation will use the grant only for the purposes specified in this application, and will comply with all the terms and conditions attached to the grant. I confirm that the organisation has the power to accept the grant subject to conditions and repay the grant if the grant conditions are not met.

Name: Terrance Mgagadela

South African Identity number: 750418 6880 082

Position in organisation: Project Co-ordinator

Date: 12 February 2018 Signature: 

Print Form 001-79

43. A perusal of the NLC application shows that Mr Magogodela was the author of the document and that he personally verified the accuracy of the contents of the application when he made the following declaration:


**DECLARATION**

I **Terrence Magogodela** ..... confirm, on behalf of: **Inqaba Yokulinda** ..... (Name of organisation) that I am authorised to sign this declaration, and that to the best of my knowledge all answers to the questions on this form are accurate. If this application is successful, this organisation will use the grant only for the purposes specified in this application, and will comply with all the terms and conditions attached to the grant. I confirm that the organisation has the power to accept the grant subject to conditions and repay the grant if the grant conditions are not met.

Name: **Terrence Magogodela** .....

South African Identity number: **758410 6080 082** .....

Position in organisation: **Project Co-Ordinator** .....

Date: **12 February 2018** ..... Signature:  .....

44. The application contains a litany of untrue statements by Mr Magogodela:

- 44.1. Save for the name, all of the following information is false:

**A1** Name of organisation: **INQABA YOKULINDA** .....

**A2** Postal address: **P O Box 642, MONDEOR** .....

Postal code: **2118** .....

**A3** Street address: **ORLANDO STADIUM, CNR MARTHA LOUW & MOOKI STREET** .....

**SOWETO, 1804** .....

Province: **Gauteng** .....

- 44.2. Mr Magogodela gave his own address as that of IY, when it was not the case:

**A5** E-mail address: **magogodelt@athleticsa.co.za** .....

- 44.3. Mr Magogodela indicated that he was the “Project Co-Ordinator”, when he was not:



**A10** Details of the main contact person with executive powers (e.g. Manager/Programme Director)  
**Name:** Terrance Magogodela **Position:** Project Co-ordinator  
**South African I.D. Number:** 750410 6089 082 (Attach Certified Copy of ID)  
**Address:** No.39 Magnstone, Ecopark, Centurion **Tel:** 0633770730

44.4. Mr Magogodela stated that IY provides the services of “athletics coaching, officiating and organisation” and “athletes who are members via affiliates ...”, none of which is true in respect of IY:

**A16** Describe the nature of services and/or products that your organisation provides AND the people who will benefit from the services and/or products:  
Athletics coaching, officiating and organisation. Athletes who are members via affiliates include both genders, all populations groups, schools, students, disabled and masters athletes. Community where the project will be based

44.5. Mr Magogodela indicated that IY operated in the Northern Cape, Limpopo and the Western Province, when it was not correct in respect of the latter two:

**A17** In which province/s do you operate? (Tick next to the province/s that apply to you)

Eastern Cape	<input type="checkbox"/>	Free State	<input type="checkbox"/>	Gauteng	<input type="checkbox"/>
KwaZulu Natal	<input type="checkbox"/>	Limpopo	<input checked="" type="checkbox"/>	Mpumalanga	<input type="checkbox"/>
Northern Cape	<input checked="" type="checkbox"/>	North West	<input type="checkbox"/>	Western Cape	<input checked="" type="checkbox"/>

45. Mr Magogodela’s attempt to underplay his role in the NLC application is shown to be false when the content of the NLC application is considered and, in particular, the statement that he made regarding the accuracy of the information contained therein.

46. Aside from the above false statements, at heart, the entire NLC application is a sham. In particular:

46.1. Mr Magogodela knew that ASA had not approved any involvement by ASA in the project, nor is there currently any suggestion that Mr Magogodela was mandated by the Board of ASA to act in the manner that he did;

- 46.2. Mr Magogodela had not declared his involvement to his employer;
- 46.3. Mr Magogodela knew that IY could not build an athletics track and knew that that was also true about Unicus; and
- 46.4. Mr Magogodela knew that there was no viable project plan.
47. Ms Khoza states in her answering affidavit in the main application that she was only shown the submitted NLC application on 15 February 2018:

before or tracks. Sibanda assured the first respondent not to worry as ASA would assist with the program becoming a success. The first respondent requested the grant proposal in order to know the content, however it was not provided until the 15th of February 2022.

48. As stated above, Mr Magogodela signed the OTP on 13 February 2018, the very next day after he provided the ASA letter of endorsement and signed the NLC application. The timing is again striking.
49. As is evident from the OTP, if the offer were to be accepted, the sale remained subject to qualifying for a bond over the property. It is not clear when Mr Magogodela had qualified for a bond. On his version he knew that he only qualified for a loan of R1,3 million before he signed the OTP. If that is so, then he knew by 13 February 2018 when he signed the OTP that he needed at least another R300,000.00 on the purchase price alone. (Presumably he would already have known about the amount he would offer well in advance of actually making the offer.) Accordingly, when he provided the ASA letter of endorsement and signed the NLC application on 12 February 2018, he already had a conflict of interest in respect of Mr Sibanda and Unicus.
50. On 20 February 2018, Mr Magogodela's OTP was accepted and a sale agreement for his new property was approved. (As pointed out, that sale remained subject to bond approval.)

51. On 23 February 2018, IY's NLC application was approved and a grant agreement was entered into on 27 February 2018.
52. On 7 March 2018, an amount of R15 million was paid by the NLC to IY. As explained below, a sum of R10 million was thereafter paid to Unicus.
53. On 10 March 2018, Ms Khoza wrote to Mr Magogodela and Mr Sibanda. In her email she amongst other things noted that Mr Magogodela was to provide a project plan:

> On 10 Mar 2018, at 14:23, Buyisiwe Khoza <mabuyza77@gmail.com> wrote:  
>  
> Good day Colleagues  
>  
> Hope you are well.  
>  
> Just thought I should give you a briefing about the visit to Northern Cape and what is to follow.  
>  
> According to the application, we have to ensure that we provide tracks and ensure that these will benefit the community and schools as part of promoting healthy living and sporting code.  
>  
> The launch, as agreed with Terrance, will be on the 15th of April 2018 and we need to have identified 30 youth in registered NPO for a Facilitation Training that is accredited. We also need to organise a substance abuse program which we will do in partnership with DSD, DOH and Drugs for Africa.  
>  
> It is difficult to state number of youth needed but we need NYS and EPWP to also come on board and assist us as it is for the community and about the community.  
>  
> We also need to get the architectural drawings of the stadium, have a project plan from Terrence as our Program Coordinator as these are government funds and we need to account for them and be smart. As requested from both of you, the NPOs reputation can never be tarnished as we have a well respected reputation of integrity to uphold and thus our high demand in our space and we would love to keep it that way.  
>  
> Bra Terry, may I kindly request a concise report to release the 10million requested by Mr Sibanda so that I am able to justify and report on this amount. I have requested that he provides me with an invoice; but a report to justify this amount and a thorough break down is very key. He promised to send it tonight.

54. Mr Magogodela confirms that the upfront payment to Unicus was made based on his assurances.

11.

During or about 10 March 2018, I was visited at my office by the 2<sup>nd</sup> and Fifth Respondents who spoke to me about payment to the latter for executing on the construction of the athletics track. In view of Mr Sibanda having successfully executed a variety of projects for ASA, I had no issue with the first respondent paying him up front for the services that he was to render in developing the athletics track. He gave the 2<sup>nd</sup> Respondent the assurance that he had all relevant resources to successfully execute on the project and both of us were satisfied that the payment to him would not pose any threat to the project. he advised that he required the payment to acquire materials from China. This much is confirmed in a mail from the 2<sup>nd</sup> Respondent to the 5<sup>th</sup> Respondent, a copy of which is attached hereto marked "TM2".

(This statement differs from what he claimed in the December 2020 interview with GroundUp.)

55. Ms Khoza states the following in her affidavit regarding Mr Magogodela's instruction to make payment to Unicus:

13. In or around March 2018 I went to meet with Magogodela, accompanied by Mr Billy Nthelebovu as we were uncomfortable releasing monies to an ICT company (Unicus), however because Magogodela was the projector co-ordinator in the proposal and vouched that the payment should be released as Unicus and/or Sibanda is their service provider and they have successfully implemented projects with him at ASA.

14. Magogodela instructed that the first respondent to transfer the R 10 000 000.00 into Unicus account. On 12 March 2018 the first respondent transferred the first tranche amount. However, the first respondent needed

56. When he gave these instructions, Mr Magogodela had already concluded the AoD and knew by that stage that he would be receiving R360,000.00 from Mr Sibanda and would receive more.
57. It is also worth pointing out that by convening a meeting at ASA's offices, the pretence that ASA was involved in the project was being perpetuated by Mr Magogodela. On the currently known facts Mr Magogodela was not authorised to involve ASA in the project and the representation that Mr Magogodela was representing ASA and that ASA was part of the project was, on currently known facts, false.
58. According to Mr Magogodela he had nothing further to do with IY, Ms Khoza, Mr Sibanda and Unicus after the meeting with them on 10 March 2018:

14.

Subsequent to the aforementioned meeting having taken place between me and the 2<sup>nd</sup> and 5<sup>th</sup> Respondents, I had no interaction with them in respect of the project and simply assumed that the project was being executed in terms of the agreement between the first and Sixth Respondents.

59. As the facts related below show, this is also untrue.
60. On 12 March 2018 and based on the assurances from Mr Magogodela, Ms Khoza transferred R10 million into the account of Unicus.
61. On 13 March 2018, Unicus paid an amount of R360,000.00 into the account of the transferring attorneys dealing with the purchase of Mr Magogodela's new house, which amount was then credited to Mr Magogodela.
62. On 16 April 2018, Unicus paid a further R28,773.05 for the registration of the bond over Mr Magogodela's new house to Milton Matsemela Attorneys.
63. In total therefore, Mr Magogodela received an amount of R388,733.05 from Unicus, which amount Mr Magogodela has now undertaken to refund to the SIU.
64. On 22 March 2018, Ms Khoza wrote an email to Mr Sibanda and Mr Magogodela was also copied in. In the email she records, amongst other things, that a commitment had been given that ASA would do the work:

**From:** Buyisiwe Khoza [mailto:mabuyza77@gmail.com]  
**Sent:** Thursday, 22 March 2018 10:40 AM  
**To:** Jabu Sibanda  
**Cc:** Terrence Magogodel  
**Subject:** Re: Copy of Unicus-Inqaba invoice1.xlsx

Good day Bhuti Jabu

Hope you are well.

We were supposed to meet yesterday but that didn't transpire.

Please note that I need the project plan for Northern Cape and timelines as there was commitment that ASA will furnish the work. It is important that we are able to know progress and report to each other accordingly.

Remember we have to do well in this project and ensure the handover is one that gives pride to Northern Cape. You had advised that material will be bought from China. Please advise how long this process will take and when you will be going down with Engineers to also check the soil, do measurements etc in order for all to be according. Timelines for now are very key so I can request an extension of time.

Kindly respond to my email with Terrance.

Stay blessed  
Buyisiwr

65. There is no evidence that Mr Magogodela corrected her on this statement. Such a “commitment” could only have come from Mr Magogodela, who, unless authorised by ASA, had no authority to give such a commitment.
66. Correspondence attached to Ms Khoza’s answering affidavit also belies that Mr Magogodela had no further involvement in the project:

----- Original Message -----  
**Subject:** Re: NC Multisport Facility  
**From:** Buyisiwe Khoza  
**To:** Marubini Ramatsekisa  
**CC:** Terrence Magogodel, Jabu Sibanda

Good day Marubini

Hope you are well

May we meet on Tuesday 8th May 2018 at 10am.

Thanks for email - much appreciated as this will also help you with feedback to date.

---

Regards  
Buyisiwe Khoza

67. Mr Magogodela then refers to a tripartite Memorandum of Agreement (“the MoU”) between Athletics South Africa (“ASA”), Sol Plaatje Municipality (“SPM”) and Inqaba Yokulinda Youth Organisation (“IYYO”). The MoU is dated 11 May 2018.

68. Ms Khoza also attaches same the MoU and states that it was signed by Mr Sibanda and Mr Mogogodela:

16. The first respondent, Sibanda and Magogodela signed an MOU in order to have a document to the effect that Sibanda received R 10 million and indicated the respective parties' responsibilities. Herein attached the copy of the MOU and marked "ANNEXURE AK5".

69. Mr Magogodela states the following about this agreement in his affidavit in the SIU Application:

008-8

13.

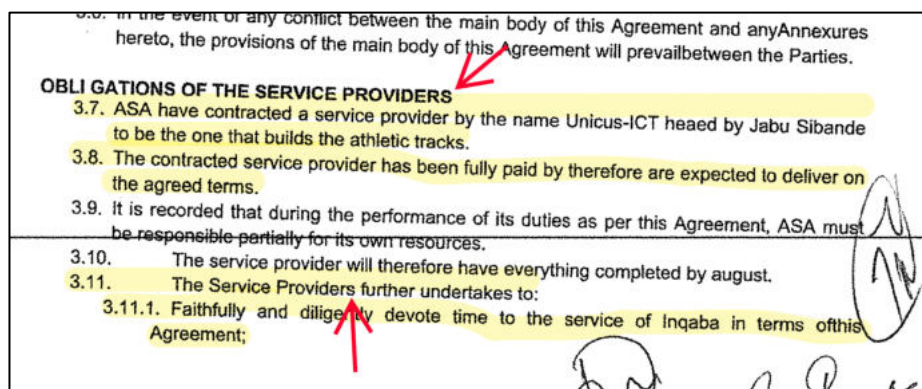
In addition thereto, ASA concluded a formal agreement between the First Respondent and the Sol Plaatjie Municipality in the Northern Cape, relating to its respective roles insofar as development of the athletics track and youth skills development was concerned. A copy of this agreement is attached hereto marked "TM2a". It is clear from the above that there was a contractual relationship concluded between the parties, which included a municipality, with rights and obligations and well as consequences for failing to adhere thereto. As such, it can hardly be contended that ASA or any of its officials were party to a scam to defraud the 12<sup>th</sup> Respondent.

70. The MoU identifies the Service Provider as ASA:



3.1.4. "IYYO" means InqabaYokulinda Youth Org  
029-442; PBO NO. 30039025  
3.1.5. "ASA" means Athletics South Africa  
3.1.6. Sol Plaatjie Municipality means the governir  
3.1.7. "services" means the Services to be rend  
this Agreement

71. The MoU purports to be with ASA, which is the national, unincorporated body of athletics. All commercial business with ASA is done via its incorporated entity, Athletics South Africa (NPO) (Pty) Ltd (hereinafter “**ASA (Pty) Ltd**”). (Mr Magogodela knows this.) This has relevance for the following reasons:
- 71.1. In order to bind ASA (as opposed to ASA (Pty) Ltd) Mr Magogodela has to be authorised to do so in terms of ASA’s constitution. The only body authorised under the Constitution valid at that time (the June 2017 version) is the Executive Board.
- 71.2. Clause 20.13 of the ASA Constitution provides:
- “20.13 The activities of the Board are at all times to be transparent and communicated to the members in the form of regular activity reports, and the Board will at all times remain accountable to the members.”*
- 71.3. All Board meetings must be minuted.
- 71.4. Absent a mandate by the Board, Mr Magogodela has no authority to bind ASA.
72. In spite of ASA being defined as the “Service Provider” (singular), there are numerous references to “Service Providers” (plural) throughout the MoU:





\_CONFIDENTIAL\_

- 7.1. The Service Providers agrees that Inqaba may use and adapt all deliverables produced in terms of this Agreement. No consideration is payable by Inqaba to the Service Providers in respect of this assignment, transfer and making over, but should Inqaba wish to make the deliverables available to third parties, it agrees to indemnify and hold ASA or Sol Plaatje Municipality harmless from and against any and all third party claims, suits and actions, and all associated damages, settlements, losses, liabilities, costs, and expenses, including without limitation attorneys fees (on an attorney and client scale), arising from or relating to the Services and/or Deliverables or Project Outputs under this Agreement.
- 7.2. All research, data, information, documents gathered by the Service Providers from individual interviews and or group discussions, field research, supplementary sources and expert reports, written instructions, drawings, notes, memoranda, records, manuals, financial statements, budgets, indices, research papers, letters or other similar documents (the nature of which is not limited by the specific reference to the foregoing items) which are created, compiled, devised or brought into being or come into the possession of the Service Providers during the subsistence of this Agreement, will be the property of Inqaba, and upon the termination of this Agreement, or earlier if required by either party, such original documents and all copies must be handed over to Inqaba.
- 7.3. In addition, Inqaba will retain exclusive control and rights to all the Service Providers' work undertaken in terms of this Agreement.
- 7.4. All policies, documents, programmes or reports of Inqaba and any work completed in terms of this Agreement will remain the intellectual property of Inqaba. No publication of any material or communication in the media or other *for* regarding the content of these policies, documents, programmes or reports and any work completed in terms of this Agreement will be allowed except with the express prior written consent of Inqaba. In future, ASA or Sol Plaatje Municipality may use Inqaba as a reference for the work completed.

(There are numerous other examples throughout the MoU, but the above two instances suffice to illustrate the point.)

73. Whether it is bad grammar or a failure to properly amend the template that was used, a distinction is nonetheless drawn between the “service provider”, which is identified as “Unicus-ICT” headed by Mr Sibanda, and the “Service Provider”, which is defined as ASA.
74. According to clauses 3.7 and 3.8 of the MoU, there is no direct contractual relationship between IY and Unicus. Instead, the contractual relationship is between ASA and Unicus.
75. Furthermore, according to this MoU, the final responsibility to build the “athletics tracks” (note the plural) is on ASA, not IY or Unicus. This includes all the obligations listed under clause 3.11. Noteworthy in this regard is:
- 75.1. ASA had to “*faithfully devote time to the service of [IY]*”. The meaning of the sentence is not clear, save that it purports to commit time and resources of ASA;
- 75.2. ASA had to ensure that:

3.11.3. Ensure that all work is of a high standard, skill and executed to the satisfaction of all parties concerned;

75.3. ASA also had the obligation to:

3.11.4. Keep proper financial records in accordance with Generally Accepted Accounting Practice (GAAP) of all expenses relating to the service;

75.4. ASA had the responsibility to make payments:

3.11.5. Pay any disbursements and Value Added Tax payable in respect of Services rendered in terms of this Agreement

75.5. ASA had to provide progress reports:

3.11.7. provide progress reports in the format specified by Inqaba to be submitted monthly by the last Friday, showing progress made in relation to each of the agreed outputs for the purpose of monitoring & evaluation;

3.11.8. provide a detailed progress report to Inqaba after completion of each phase;

76. The MoU also records that IY had paid ASA the "initiation funding":

##### **5. COMMENCEMENT AND DURATION**

5.1. The Agreement will commence, on the last date of signature of this Agreement (effective date) and unless terminated earlier in terms of this Agreement, automatically terminate once the services under this Agreement have been rendered by ASA and all initiation funding related thereto have been paid over by Inqaba to ASA, unless a further agreement, replacing and superseding this Agreement, is concluded in writing between the Parties.

(Unless ASA received funds, this is a false recordal. This can be confirmed by ASA.)

77. The MoU also exposes ASA to significant financial risk in the event that it did not perform:

## 8. CANCELLATION AND BREACH

8.1. Inqaba may, in addition to any other remedies it may be entitled to in law and in terms of this Agreement, appoint another Service Provider to render the required Services at the expense of ASA should ASA default in any of the following respects:

8.1.1 Without reasonable cause, wholly or partly, for the purpose of the Agreement.

And:

<p><b>18. INDEMNITY AND LIMITATION OF LIABILITY</b></p> <p>18.1. ASA indemnifies Inqaba &amp; Sol Plaatje Municipality and agrees to hold Inqaba, Sol Plaatje Municipality or third party harmless from and against any claims, loss, liability, damages and/or expenses suffered or incurred by Inqaba as a result of:</p> <p>Page 8</p> <p>013-36</p>	<p>AB</p> <p>013-37</p>
<p>MEMORANDUM OF UNDERSTANDING _CONFIDENTIAL_</p>	
<p>18.1.1. Any action of ASA falling outside of the scope of its appointment in terms of this Agreement; and</p> <p>18.1.2. Failure by ASA to comply with its obligation in terms of this Agreement.</p>	

78. The contact persons that are identified are:

<b>20. PRIMARY CONTACTS</b>	
20.1. The Parties undertake to appoint the following individuals as contact persons to ensure the proper management of this Agreement:	
Inqaba:	<u>Ms. Buyisiwe Khoza</u> Chief Executive Officer
	<b>And</b>
ASA:	<u>Mr. Terrence Magogodela</u> Chief Financial Officer
	<b>And</b>
Sol Plaatje Municipality:	<u>Mr. Goolam H. Akharway</u> Municipal Manager
<b>21. NOTICES AND ADDRESSES</b>	

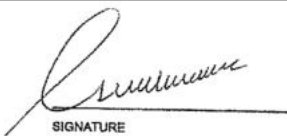
79. Interestingly, Mr Akharway's surname is misspelt as "Akarway".<sup>7</sup> He is also given as the person to contact on behalf of the SPM:

<sup>7</sup> <https://www.linkedin.com/in/goolam-hoosain-akharway-43338b140/?originalSubdomain=za>

**SOL PLAATJE MUNICIPALITY**  
 Private Bag X5030  
 Kimberly  
 8300  
**Attention : Goolam Akharway**  
**Telefax: (053) 830 6911 / (053) 833 1005**

80. Mr Akharway also seems to have signed the MoU on behalf of the SPM:

**SIGNED BY SOL PLAATJE MUNICIPALITY**

NAME: G.A. Akharway   
 DESIGNATION: MM  
 DATE: 11-5-18  
 PLACE: KIMBERLEY

SIGNATURE

81. Mr Magogodela is as the contact person for ASA:


**ATHLETICS SOUTH AFRICA**

ASA House No. 3  
 11<sup>th</sup> Avenue  
 Houghton Estate  
 Johannesburg  
 2198  
**Attention : Terrance Magogodela**  
**Telefax: (011) 442 3091 / (011) 880 5800**

82. Mr Magogodela also signed on behalf of ASA:

PLACE: Sol Plaatje Municipal Office

**SIGNED BY ATHLETICS SOUTH AFRICA**

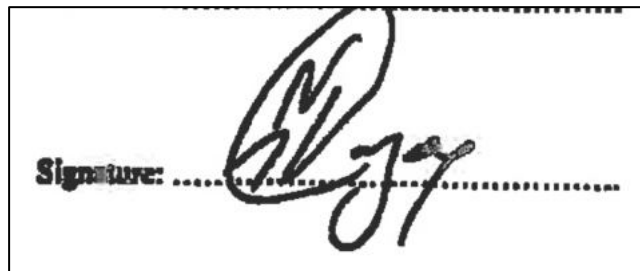
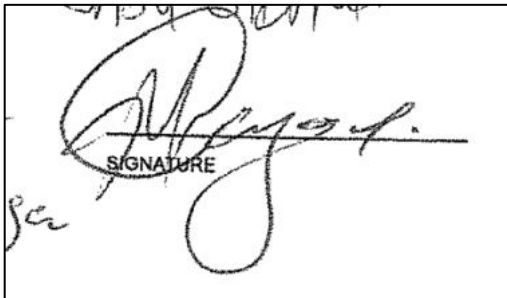
NAME: T. Magogodela   
 DESIGNATION: Finance Manager  
 DATE: 11/07/2018  
 PLACE: Johannesburg

SIGNATURE

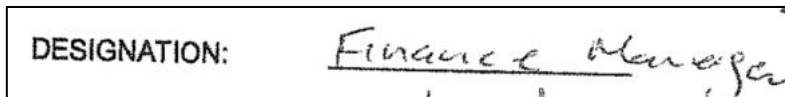
- 83. It is unclear why Mr Sibanda’s signature appears on the signature page above that of Mr Magogodela.
- 84. What is also interesting is that Mr Magogodela’s signature differs significantly from that on the NLC application:

MoU:

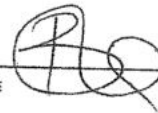

NLC Application:



- 85. Mr Magogodela is also wrongly identified as “Finance Manager” of ASA”



- 86. It is possible that the MoU was not signed by Mr Magogodela, but rather by Mr Sibanda on behalf of Mr Magogodela. Be that as it may, there is no reason for Mr Sibanda to sign and there is no suggestion that Mr Sibanda was authorised to sign on behalf of ASA.
- 87. According to the signature page, Ms Khoza signed the document at the “Sol Plaatje Municipality Office”:

<u>SIGNED BY INQABA YOKULINDA YOUTH ORGANISATION</u>		
NAME:	<u>Ms. Audrey Buyisiwe Khoza</u>	
DESIGNATION:	<u>Chief Executive Officer</u>	SIGNATURE
DATE:	<u>April 2018</u>	
PLACE:	<u>Sol Plaatje Municipal Office</u>	

88. In general the MoU reads like a services agreement, rather than a project / construction agreement. It also has the look of an agreement previously used by IY – this would explain the primacy that is given to IY in the MoU.
89. The parties' conduct also underscores that the MoU was merely a sham document since IY and the SPM never purported to exercise any of their rights in terms of this agreement against ASA. This was also the case when IY terminated its agreement with Unicus on 27 July 2018.
90. Based on the date of when the MoU was signed, Mr Magogodela's claims that he was not involved in the project are also demonstrably false.
91. According to the MoU, ASA had contracted Unicus to build the "athletics tracks", whereas on Mr Magogodela's current version there was no such contractual relationship – refer to paragraph 14 of his answering affidavit. On Mr Magogodela's current version, the statements in the MoU to the effect that ASA would be involved in the project and the ASA was a service provider were false. On the known facts ASA never had any intention of being involved in the project and it is doubtful whether ASA even knew what Mr Magogodela was up to.
92. What is evident from the MoU was that Mr Magogodela continued to participate in the scheme and Mr Magogodela was actively utilising the name of ASA to further the fraudulent scheme. If it were in fact a genuine document, it would have bound ASA to onerous contractual obligations and exposed ASA financially in circumstances where Mr Magogodela may have had no authority from the ASA Board to do so.
93. What makes the signing of the MoU all the more damning is that by May 2018, Mr Magogodela already knew that ASA had nothing to do with the project and the entire document and the representations that it contained was clearly fraudulent. There is, however, no indication that this was reported to the ASA Board at the time or to the relevant authorities.

## C SUMMARY OBSERVATIONS

94. The following facts stand uncontested:
- 94.1. Mr Magogodela clearly had an existing relationship with Mr Sibanda that predated February 2018. That relationship gave rise to a conflict of interest insofar as ASA was concerned.
  - 94.2. According to statements made by Mr Magogodela and Mr Sibanda there was also a past business relationship between Mr Sibanda's company Unicus and ASA, but what this was is not clear. What is clear is that, if it existed, it did not involve the building of athletics tracks.
  - 94.3. Mr Magogodela had executed an acknowledgement of debt in favour of Mr Sibanda on 1 February 2018. One reading of the document suggests it could be a sham. Be that as it may, on any reading of it, it confirms that at all relevant times thereafter Mr Magogodela was financially beholden to Mr Sibanda and Mr Magogodela had an interest in the affairs of Mr Sibanda which remained undeclared to ASA.
  - 94.4. On 12 February 2018, Mr Magogodela, of his own accord and apparently without being authorised by ASA to do so, completed and signed the NLC application and the ASA endorsement letter, both of which contain material falsehoods detailed above. The purpose of the application and the false statements were to induce the NLC into providing finance to IY.
  - 94.5. The representations proved to be effective and the NLC application was successful.
  - 94.6. As a result of interventions by Mr Magogodela, an amount of R10 million was paid into the bank account of Unicus, a company with no expertise in the building of athletics tracks. The money was thereafter dissipated to the benefit of Unicus, Mr Sibanda, Mr Magogodela and others.

- 94.7. Mr Magogodela thereafter perpetuated the falsehood that ASA was involved in the project by concluding an agreement in the name of ASA with IY and the Sol Plaatje Municipality. On the currently known facts Mr Magogodela had not been authorised to conclude this agreement.
- 94.8. Mr Magogodela's actions were clearly taken in conference with Mr Sibanda.
- 94.9. It should have been clear to Mr Magogodela by no later than May 2018 (when he signed an agreement that perpetuated a number of falsehoods) alternatively October 2018 when he became aware that no work had been done in respect of the project) that there were sufficient facts available to trigger his reporting obligation in terms of under section 34 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 ("**PRECCA**"). There is no suggestion that he made such a report.
95. In terms of section 34(1) of PRECCA a duty to report arises when any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed one of the specified offences involving an amount of R100,000.00 or more. Persons of authority includes Mr Magogodela and all members of the Board of ASA.

## **D QUESTIONS FOR ASA**

96. The SIU proceedings are concerned solely with matters relating to civil recovery of funds. The SIU does not deal with criminal matters.
97. The SIU judgment and affidavits filed of record record facts, which if true, may establish fraud and/or corruption on the part of Mr Magogodela and hence criminal liability.
98. Mr Magogodela's settlement agreement with the SIU does not settle or dispose of any criminal proceedings that flow from the events described in the SIU judgment.
99. The following questions accordingly arise:



- 99.1. What has the ASA Board been informed by Mr Magogodela regarding these events? More particularly:
  - 99.1.1. How has Mr Magogodela explained his historical relationship with Mr Sibanda and Unicus?
  - 99.1.2. Did Mr Sibanda's alleged position with the Confederation of African Athletics have anything to do with Mr Mogogodela's involvement in the scheme? (Mr Sibanda claims to be the Vice President: Marketing Commission of the Confederation of African Athletics (CAA).)
  - 99.1.3. What explanation has Mr Magogodela given for how he became involved with the funding application to the NLC?
  - 99.1.4. What is Mr Magogodela's explanation for arranging the letter of endorsement from ASA?
  - 99.1.5. What reason has Mr Magogodela given for signing the NLC application form?
  - 99.1.6. What is Mr Magogodela's explanation for signing / concluding the agreement with IY and the Sol Plaatjie Municipality?
  - 99.1.7. When no athletics tracks were built, what did he do to inform ASA of the failure of the project and the reasons for it?
- 99.2. What has Mr Magogodela stated regarding the current status of the SIU proceedings against him?
- 99.3. Has Mr Magogodela informed the board of the SIU judgment and its contents?
- 99.4. Is ASA's current sponsors aware of Mr Magogodela's involvement in the SIU Case and the potential future criminal proceedings related thereto?
- 99.5. If Mr Magogodela is charged with fraud, how will this reflect on ASA given that ASA is (or should be aware) of the above facts?

- 99.6. How is Mr Magogodela's continued employment with ASA affecting ASA's ability to receive funding from the NLC and/or other sponsors?
  
- 99.7. What steps have ASA taken to discipline Mr Magogodela in respect of the events described in this document?