

IN THE SPECIAL TRIBUNAL ESTABLISHED IN TERMS OF SECTION 2(1) OF
THE SPECIAL INVESTIGATIONS UNIT AND SPECIAL TRIBUNALS ACT 74 OF
1996

(REPUBLIC OF SOUTH AFRICA)

CASE NO.: GP/01/22

In the *Ex Parte* Application by:

SPECIAL INVESTIGATIONS UNIT

APPLICANT

And

INQABA YOKULINDA

FIRST RESPONDENT

AUDREY BUYISIWE KHOZA

SECOND RESPONDENT

TSHEPO MONTSHO

THIRD RESPONDENT

UNICUS SOLU(IT)IONS (PTY) LTD

FOURTH RESPONDENT

JABULANI SIBANDA

FIFTH RESPONDENT

TERENCE MAGOGODELA

SIXTH RESPONDENT

BOITUMELO DIUTLWILENG

SEVENTH RESPONDENT

PHILEMON LETWABA

EIGHTH RESPONDENT

ALECK SKHOSANA

NINETH RESPONDENT

MARUBINI RAMATSEKISA

TENTH RESPONDENT

THABANG CHARLOTTE MAMPANE

ELEVENTH RESPONDENT

THE NATIONAL LOTTERIES COMMISSION

TWELFTH RESPONDENT

GLORIA KHOZA

THIRTEENTH RESPONDENT

FIRST AND SECOND RESPONDENT'S ANSWERING AFFIDAVIT

I, the undersigned:

AUDREY BUYISIWE KHOZA

do hereby state as follows:

 013-1¹

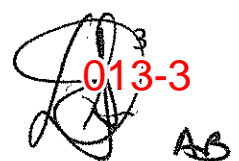
AB

1. I am adult female with identification number 771028 0272 086 and the chief executive officer of the first respondent with its registered place of business at Cnr Deene Avenue And Ntombela Street, Ratanda Multipurpose Hall, Extension 23, Heidelberg, 1441.
2. I am the second respondent and the director of the first respondent in this matter.
3. I am duly authorised to depose on behalf of the first respondent by virtue of my position as its chief executive officer.
4. The facts herein are within my personal knowledge and as the chief executive officer of the first respondent and are true and correct. Where I make legal submissions, I am guided by the advice of my legal representative.

BACKGROUND

5. It is necessary that I provide the context and background before I answer to the allegations put to me by the applicant in this matter.
 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.
-

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.
9. Sibanda indicated to me that he required the assistance of the first respondent in order to see through the success of building the athletic tracks. The first respondent was a credible NPO that had received funding of over 20 million in the last financial years.
10. I appreciated the opportunity to work with Sibanda and the NLC in order to provide sports facilities, community and youth development, however I indicated to Sibanda that everything must be documented and accounted for. A thread of emails between me and Sibanda and Terrence Magogodela (hereinafter called "Magogodela") is herein attached and marked **"ANNEXURE AK1"**.
11. The first respondent was accordingly awarded a grant to the value of R 15 000 000.00, project No.109204 from the NLC signed by Letwaba. The contract agreement was signed on 26 February 2018 to construct athletic tracks in Northern Cape. The first respondent approached the municipality through SAYC to get a stadium to work from in the heart of the community.
12. An endorsement letter was signed by the president of Athletics South Africa (ASA) with programme manager being Magogodela who is Chief Financial Officer of ASA. Magogodela had submitted the application and advised that I work with Sibanda, whom I had known and introduced to me as Mr Sindane. Further, the contract did not have the name of the stadium, however, the ~~second respondent was assisted by SAYC to obtain an approval letter to work~~ at Galeshewe Stadium in Sol Plaatjie Municipality.



013-3
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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 invoice, project plan and documents from Unicus to safeguard the first respondent in order to be able to account and provide a report when needed. Unicus and/or Sibanda sent unsatisfactory documents. Weeks passed and Sibanda did not provide any feedback or progress report regarding the building of the athletic tracks. A copy of the email thread and the documents to this effect are attached herein and marked "ANNEXURE AK3".
15. On 4 May I received an email from Mr Marubini Ramatsekisa (hereinafter called Marubini) requesting feedback regarding the construction of the athletic tracks. A copy of the email thread to this effect is attached herein and marked "ANNEXURE AK4". Thereafter a meeting was convened between me, Marubini and Sibanda who again misrepresented himself as the project manager of the North West and Northern Cape Province. Sibanda agreed to send us email on timelines and proper project plan, however Sibanda did not comply.
-
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".


17. To date, Sibanda has not sent the project plan, detailed invoices or progress report regarding the building of the athletic track and/or the use of the R 10 000 000.00.
18. In or around July 2018 Marubini had arranged a meeting for me to state my case to the Letwaba and Tsietsi from the NLC legal department. I advised them that the proposal was not done by the first respondent and second respondent. To date, I do not have the grant proposal and the grant agreement. I did not know the budget allocation for any of the items apart from 10 % being the administration fee for the first respondent and providing substance abuse training. I explained to them that Sibanda claimed to know them and used their names for me to agree and assist with the athletic tracks, they advised that they would conduct an internal investigations to retract the grant. They further confirmed to me that they did not know Sibanda nor Unicus.
19. On 27 July 2018 I cancelled the contract with Unicus and/or Sibanda and requested him to repay the R 10 000 000.00. To date, Sibanda and/or Unicus have not paid back the R 10 000 000.00, except he signed an acknowledgement of debt in 2019. A copy of the cancellation and the AOD to this effect is attached herein and marked "ANNEXURE AK5.1".
20. With the remaining R 3.5 million we conducted two substance abuse programmes. The first programme was conducted in Galeshewe for approximately 50 participants and the second programme was for approximately 1 200 participants.

21. The first respondent facilitated the launch of the national camp in Kimberly and then had provincial camps in the 9 provinces training 400 youth per province for a period of seven days. The NDSD only provided approximately R 500 000.00 which was not sufficient to facilitate and train, travel and accommodation costs in all the 9 provinces. However, the first respondent was aware that they had to raise the money they deviated in order to furnish the stadium in Galeshewe after Sibanda returns the R 10 000 000.00.
22. In or around 2019 the first respondent and the second respondent requested assistance from the NLC to furnish the tracks as the second respondent's life was in danger due harassment emanating from the Hawks and the local police officers. Furnishing the stadium would prove our commitment to deliver the mandate as per the contract with NLC. Furthermore, it was agreed between the NLC and the first respondent that once Sibanda returns the first R 5 million as per the AOD, it would be returned to NLC.
23. Whilst requesting the above a geologist was sent to the site for the tracks in order to conduct a feasibility study.
24. Commencement to complete the stadium was in October 2019, the first respondent requested private partners to assist (as a way of raising the deviated funds for camp), including that which was also approved by the NLC.
25. Handover was supposed to take place in April 2020, however due to Covid-19 regulations it could not take place.
26. Three articles proving that the stadium was completed are attached and community and school are using it. Herein attached and marked "ANNEXURE AK6".
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27. On 18 December 2020, Mr Raymond Joseph of Groundup wrote an article about the R 10 million paid to the IT company covering some notes stated herein and calling the second respondent a lottery whistle-blower. Herein attached is the article marked "ANNEXURE AK7"
28. On 7 January 2021 a case was opened at Midrand SAPS with reference number CAS 110/1/2021 through warrant officer Lebea. Herein attached an sms to this effect and marked "ANNEXURE AK8"
29. The Hawks opened a case on 14 January 2021 at Sunnyside SAPS with reference number CAS 277/1/2021. Herein attached an sms to this effect and marked "ANNEXURE AK9"
30. The applicant agents (Mr Ngobeni and Mr Mashudu and their associates) visited the site of the stadium in or around February 2021 and were in shock that the stadium was in fact completed. They further queried about the R 10 million and Mr Mashudu went outside to have a private telephone conversation with Sibanda. The aforesaid agents were provided with the above cases and they promised to send us the minutes and attendance registers of our meeting.
31. On 16 February 2021 the applicant's agents (Mr Mashudu) met with Sibanda at the SIU offices in Nelspruit. Mr Sibanda forwarded the AOD to be signed with the SIU on 1 March 2021 and he had no interest in honouring the AOD he signed with the first and second respondent. Herein attached a document to this effect and marked "ANNEXURE AK10".

AD FOUNDING AFFIDAVIT

AD PARAGRAPH 11.1

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32. The contents of this paragraph are noted save to state that at the time the SIU received the mandate the stadium was already completed and functional.

33. All property that would be realisable assets after granting of this order.

AD PARAGRAPH 11.2

34. The contents of these paragraphs are noted save to stated that the first respondent is a strong community based organization advocating for people who cannot represent themselves including the poor and needy, children, youth, former addicts and former offenders. It focuses on assisting people who desire to move from dependency to self-sufficient, move from welfare to empowerment through skills development thereby helping people to lead more comfortable, secure, sustainable and independent lives. Its initiative seeks to enable the youth to fulfil their potential and take an active responsible role in society through simulative; distinctive and enjoyable programmes and to have a sense of community involvement along the way.

AD PARAGRAPH 11.4

35. The contents of this paragraph are admitted.

AD PARAGRAPH 11.5

36. The contents of this paragraph are denied. The first respondent opened a case with the Hawks in 2021 regarding the same allegation in relation to Sibanda.

37. The proposal was not lodged nor submitted by the first respondent or the second respondent, therefore we would not have known the particulars or

content of the proposal for the grant. The grant proposal was completed and submitted by the sixth respondent.

AD PARAGRAPH 12.1

38. The contents of this paragraph are denied to the extent that Mr Ngobeni had in his possession a file in which he had a copy of my grant proposal for Free State, I did not inform Mr Ngobeni about the said proposal but simply respondent that indeed we had applied and it was not successful.

AD PARAGRAPH 12.2

39. The contents of this paragraph are admitted.

AD PARAGRAPH 12.3

40. The contents of this paragraph are denied to the extent that I advised Mr Ngobeni that initially when Sibanda approached me he advised that he was sent by the Mampane and Letwaba to build tracks in the Northern Cape, North West and Mpumalanga however we only received Northern Cape and had to look for a stadium for project to take place and we were assisted by Nkululeko Mokoena from SAYC. Nkululeko Mokoena was also present at the time of the interview with SIU agents (Mr Ngobeni, Mr Mashudu and his associated)

AD PARAGRAPH 12.4

41. Sibanda informed the second respondent that Magogodela submitted ~~proposal on behalf of the first respondent and they would assist us in getting a~~
service provider as I had declared that we had never done construction work

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.

AD PARAGRAPH 12.5

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.

AD PARAGRAPH 12.6 AND 12.7

43. The contents of this paragraph are admitted.

AD PARAGRAPH 12.8 and 12.9

44. The contents of these paragraphs are noted.

AD PARAGRAPH 12.10

45. The contents of this paragraph are noted. Save to the state that at the time the first respondent signed the agreement there were no NLC agents to sign, the first respondent left immediately after signing the agreement and requested a copy once all parties had signed.

AD PARAGRAPH 12.11

46. The contents of this paragraph are denied to extent that the payment was effected on 7 March 2018.

AD PARAGRAPH 12.12

47. The contents of this paragraph are noted. Save to state that upon receipt of payment, Sibanda was already aware that payment was effected into the first respondent's account and Sibanda threatened that if we do not release it into his account, we will be harmed. The second respondent indicated to Sibanda that the first respondent being a credible NPO proper processes must be followed. There are processes to be followed and amidst the fact that we don't have any contract, we need him to submit an invoice, company profile and an implementation plan however we would need the Project Manager being CFO of ASA to give us approval. We then went to visit Mr Magagodele with Billy and he gave us approval. Herein attached the aforesaid affidavit and marked "ANNEXURE AK11".

AD PARAGRAPH 12.13

48. The contents of this paragraph are noted. Save to state that the transfer was effected by the first respondent.

AD PARAGRAPH 12.14

49. The content of this paragraph are noted. Save to state that Mr Marubini, Mr Letwaba and Mr Tsietsi informed me that they would look into the matter and revert back to me. However, followed up emails were sent to Marubini regarding progress of the investigation and no feedback was provided.

AD PARAGRAPH 12.16

50. The contents of this paragraph are denied. In April and October 2018 substance abuse programmes were facilitated and a feasibility study was conducted by a geologist. Furthermore, over 4 200 youth were trained with

the balance of the monies apart from the substance abuse program that took place with the intention of raising the monies again once Sibanda paid back what he owed and furnish the stadium instead of the remainder of the monies idling in the account.

AD PARAGRAPH 12.17

51. The contents of this paragraph are denied. Save to state after months of my life being threatened by police from 13, Hawks, Media houses and being advised of statements that were not within my personal knowledge, I then requested the NLC to assist to furnish the project with intention of bringing back all the monies once Mr Sibanda paid so that the first respondent's reputation is not tarnished. The first respondent could not write any reports as that was the responsibility of the sixth respondent as project manager of the project. This request was also based on AOD signed by Mr Sibanda which was also shared with SIU and the Hawks.

AD PARAGRAPH 12.18 and 12.19

52. The contents of this paragraph are noted

AD PARAGRAPH 12.20

53. The contents of this paragraph are noted. The first respondent requested assistance but did not understand the process of applying for the grant proposal, notwithstanding that I signed for it. The camp did not take place at Galeshewe Stadium. The first respondent diverted knowing very well it will be able to raise the monies. The 10 % of the funding was allocated to the first respondent for administration costs as advised by Sibanda.

AD PARAGRAPH 13.1

54. The contents of this paragraph are noted, however, the first respondent effect the payment.

AD PARAGRAPH 17.2.1

55. The contents of this paragraph are noted, however stadium is complete and is currently being utilised by the community. Herein attached an article marked "ANNEXURE AK12"

AD PARAGRAPH 17.2.2

56. The contents of this paragraph are denied. The first and second respondent reported the matter to NLC, opened a criminal case with the Hawks and the SAPS, and would not be a whistle-blower if it was colluding with the NLC employees and/or officials, ASA officials and Sibanda.

AD PARAGRAPH 17.2.3

57. The contents of this paragraph are noted.

AD PARAGRAPH 17.2.4

58. The contents of this paragraph are denied. The proposal for the initial funding was drafted by the sixth respondent (Magogodela) and it was endorsed by Mr Aleck Skhosana who is the ninth respondent.

AD PARAGRAPH 17.2.5

59. The contents of this paragraph are noted.

AD PARAGRAPH 17.2.7

60. The contents of this paragraph are noted.

CONCLUSION

61. As stated herein above and as admitted in the applicant's affidavit, the first respondent and/or the second respondent did not apply for a grant at the NLC and did not collude with the members and/or officials of the NLC, Unicus, ASA and Sibanda.

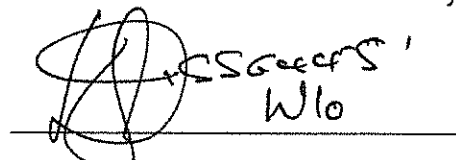
62. The first respondent fulfilled its mandate as per the contract with NLC, this is apparent on the grounds that the community of Geleshewe including the surrounding schools, South African Football Association are beneficiaries of the said stadium and are using it to its maximum.

63. In the premise, I pray the above honourable tribunal dismiss the application against the first and the second respondent.



DEPONENT

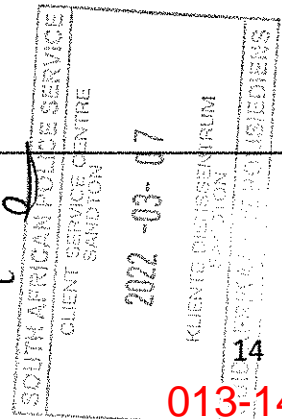
I certify that the deponent acknowledges that she knows and understands the contents of this affidavit, which was signed and sworn before me at Sandton on this the 07th of March 2022, at 16:25 and that the provisions of the Regulations contained in Government Notice R1258 of 21 July 1972, as amended, were complied with.



COMMISSIONERS OF OATHS

FULL NAME: L ELCALAKALA NICKY
CAPACITY: W/O
AREA: Sandton

FULL STREET ADDRESS 3 Summit road
Morningside



AK3

"AK1"

013-15



Tumie Mashishi <tumie.mashishi@gmail.com>

Fwd: Copy of Unicus-Inqaba invoice1.xlsx

5 messages

Buyisiwe Khoza <lahliwe@gmail.com>
To: Tumie Mashishi <tumie.mashishi@gmail.com>

Thu, Jul 19, 2018 at 8:17 AM

----- Forwarded message -----


From: **Jabu Sibanda** <jabu@unicus-ict.co.za>
Date: Sat, 10 Mar 2018, 15:51
Subject: Copy of Unicus-Inqaba invoice1.xlsx
To: <lahliwe@gmail.com>, <mabuyza77@gmail.com>

Sisi,

Herewith invoice as discussed, the report will follow as per your email.

Regards

Jabu Sibanda

 **Copy of Unicus-Inqaba invoice1.xlsx**
57K

Buyisiwe Khoza <mabuyza77@gmail.com>
To: Mashishi Tumie <tumie.mashishi@gmail.com>

Thu, Jul 19, 2018 at 8:20 AM

----- Forwarded message -----

From: **Jabu Sibanda** <jabu@unicus-ict.co.za>
Date: Mon, 12 Mar 2018, 08:08
Subject: RE: Copy of Unicus-Inqaba invoice1.xlsx
To: Buyisiwe Khoza <mabuyza77@gmail.com>
Cc: Terrence Magogodel <MagogodelT@athleticssa.co.za>

From: Buyisiwe Khoza [mailto:mabuyza77@gmail.com]
Sent: 11 March 2018 06:16
To: Jabu Sibanda
Cc: magogodelet@athleticssa.co.za
Subject: Re: Copy of Unicus-Inqaba invoice1.xlsx

Good morning

Our meeting bears reference

013-15

AB

Bhuti Jabu, we agreed that the invoice will be broken down to justify the 10million and I even promised to release the monies last night.

You are now going to put me in trouble and I really dont want to tarnish the name of org. I have no intention of back stabbing you but can you meet me halfway by doing what we discussed and agreed upon with a detailed invoice please. How do I justify this to NLC when reporting and my auditor.

Can we all keep our promises and that was to make sure there is a track and use appropriate ways of claiming money. With everything that has happened thus far, I believe our reputation matters.

Regards


B

[Quoted text hidden]

3 attachments

 **Marketing CAA 20001.pdf**
767K

 **ASA Inqaba Endorsement letter.pdf**
318K

 **Inqaba invoice supporting letter.docx**
238K

Buyisiwe Khoza <mabuyza77@gmail.com>
To: Mashishi Tumie <tumie.mashishi@gmail.com>

Thu, Jul 19, 2018 at 8:24 AM

----- Forwarded message -----

From: **Buyisiwe Khoza** <mabuyza77@gmail.com>
Date: Sun, 18 Mar 2018, 05:43
Subject: Re: Copy of Unicus-Inqaba invoice1.xlsx
To: Jabu Sibanda <jabu@unicus-ict.co.za>
Cc: Terrence Magogodel <MagogodelT@athleticssa.co.za>

Good day Colleagues

Hope you are well.

I have been trying to call you Bhuti Jabu to no avail.

Please note that although I had a very interesting visit to the NC, there were other things I had to deal with politically as well. You promised to support me in everyway possible to ensure program is delivered.

May I kindly request that we all meet to map a way forward and to agree with timelines. I need the very same support provided initially to continue please. All our credibility is key and I found myself answering questions on allegations to ASA and all these are emanating from greed in the NC

Do we need to request extention of time so that we can apply for that in the coming week and have a project plan agreed amongst all of us please.

Looking forward to a fruitful response

Regards

Buyi

[Quoted text hidden]

Fwd: Project Implementation- NC

4 messages

Buyisiwe Khoza <mabuyza77@gmail.com>
To: Mashishi Tumie <tumie.mashishi@gmail.com>

Thu, Jul 19, 2018 at 8:18 AM

----- Forwarded message -----

From: **Jabu Sibanda** <jabu@unicus-ict.co.za>
Date: Sat, 10 Mar 2018, 15:47
Subject: Re: Project Implementation- NC
To: Buyisiwe Khoza <mabuyza77@gmail.com>
Cc: <magogodelet@athleticssa.co.za>

Thanks Sisi,

We will provide the breakdown report as discussed.

Please action the invoice, we will then provide the report as supporting document.

Regards

Jabu Sibanda

Sent from my iPhone

> 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.

>

> We are meeting with the Premier and the Mayor this coming week and this needs to be accounted for as well in the budget. We took pictures of the stadium as well.

>

> Aobakwe who is the Provincial Director has requested that we work closely with them as this is one of the biggest project that they will love to take pride in. It is very key that as per the contract signed, we submit 3 quotations, do branding for the stadium, branding for workers and really ensure it is tangible and results are measurable.

>

> This is a project that require technical expertise; it will be rooted in a municipal area. For sustainability we need a municipality involved. Due to its technical nature a project plan is required and technical service manager of the

Municipality is going to assist in terms of oversight. There are few things required. A quantity surveyor 013-18 us to develop the bill of quantity and scope of work. We have to insure the project and have surety...as part of risk management. We still need to determine the labour cost required. We need the current technical drawing and design before we redesign to incorporate the tracks. That is why the Municipality is key. We need to consider to manage the technical aspect of the project. Naturally project management is about Time, Quality and cost on the technical side.

>
> On the political side we have the responsibility to ensure that this project creates jobs for local people especially the youth and provide them with experience and skills. So aligning with EPWP and NYS is important. Creating those linkages comes with costs. This project may potentially attract political attention which needs to be managed.

>
> I look forward to a fruitful partnership which will ensure that all requirements as per contract are adhered to even when we handover.

>
> I have advised our auditor as well who requested that we need to adhere to the contract and account for all payments and not make this messy for the sake of the organisation. Thank you for entrusting us

>
> Stay blessed
> Buyi

Buyisiwe Khoza <mabuyza77@gmail.com>
To: Mashishi Tumie <tumie.mashishi@gmail.com>

Thu, Jul 19, 2018 at 8:18 AM

----- Forwarded message -----

From: **Buyisiwe Khoza** <mabuyza77@gmail.com>
Date: Mon, 14 May 2018, 13:13
Subject: Fwd: Project Implementation-

Hey hey

Please peruse so to have an idea then we will talk later. Same thing should be done in NW

----- Forwarded message -----

From: Buyisiwe Khoza <mabuyza77@gmail.com>
Date: Sat, 10 Mar

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 Terrence, 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.

We are meeting with the Premier and the Mayor this coming week and this needs to be accounted for as well in the budget. We took pictures of the stadium as well.

013-18

AR

Buyisiwe Khoza <mabuyza77@gmail.com>
To: Mashishi Tumie <tumie.mashishi@gmail.com>

Thu, Jul 19, 2018 at 8:24 AM

013-19

----- Forwarded message -----

From: Buyisiwe Khoza <mabuyza77@gmail.com>
Date: Thu, 22 Mar 2018, 10:40
Subject: Re: Copy of Unicus-Inqaba invoice1.xlsx
To: Jabu Sibanda <jabu@unicus-ict.co.za>
Cc: Terrence Magogodel <MagogodelT@athleticssa.co.za>

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
[Quoted text hidden]

Buyisiwe Khoza <mabuyza77@gmail.com>
To: Mashishi Tumie <tumie.mashishi@gmail.com>

Wed, Feb 23, 2022 at 11:01 AM

[Quoted text hidden]

013-19

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UNICUS SOLU(IT)ONS

UNICUS SOLU(IT)ONS

Regus Office, Ground Floor
Southdowns Ridge Office Park
Corner John Vorster and
Neillmapius Drive,
Irene, Pretoria
PO Box 355, Wendywood, 2144,
South Africa
Tel: +27 (0) 12 003 3345
Email: info@unicus-ict.co.za

Dear Buyi,

The initial invoice will cover the following:

- Preliminary Design, specifications and Bill of Quantities, Quality control and Project Management
- Layerworks, Kerbing and channelling, Field items provision to IAAF requirements
- Synthetis surfacing materials to be imported for track configurations- 6 lane oval with 6 lane straight.
- Line markings and symbols and track Stormwater and subsoil drainage.

More details will be provided as work gets done and it will all be part of the report.

Hope this meets your expectation

Regards

Jabu Sibanda

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UNICUS SOLUTIONS

UNICUS SOLUTIONS (PTY) LTD
 POSTAL ADDRESS:
 P O Box 355
 Wandwood
 Johannesburg, 2144

PHYSICAL ADDRESS:
 REGUS CENTURION, Sandowns Ridge Office Park
 Irene, Pretoria

TEL NO: +27 12 003 3345

FAX NO: 086 623-3572

VAT NO:

REG NO: 2008/003513/07

TAX INVOICE

INVOICE NO:	Inqaba 0001
DATE:	10 March 2018
ACCOUNT NO:	
CUSTOMER VAT NO:	

DELIVER TO:

Finance
 Inqaba Yokulinda
 Orlando Stadium
 CNR Marthe Louw and Mook Street Soweto
 Contact Tel No: 845 612 087

INVOICE TO:
 Customer Name: Inqaba Yokulinda
 PO Box 642
 Mondor
 2110
 Contact Person: Buyishe Khaza
 Contact Tel No:

OUR ORDER NO.	YOUR ORDER REFERENCE NO.
ORDER RECEIVED	NO.
INVOICE ANALYSIS DATA	PAYMENT DUE DATE
Generated By: Jabu Sibanda	GAUTENG

Banking Details:
 FNB Branch: Park Central
 Account Number: 62747277508 Branch Code: 254805

Payment Terms: 1 Day from Invoice Date

ITEM NO	PRODUCT CODE	DESCRIPTION	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL AMOUNT
1	N/A	Track building for the Northern Cape (breakdown report to be provided)	1			R 10 000 000.00
						SUB-TOTAL
						VAT 15%
						TOTAL AMOUNT
						R 10 000 000.00

A COMPLETE COPY OF OUR STANDARD TERMS AND CONDITIONS OF SALE ARE AVAILABLE ON REQUEST. BY ACCEPTANCE OF THIS QUOTE YOU AGREE TO OUR COMPLETE TERMS AND CONDITIONS.

- BELOW IS AN EXTRACT OF SOME OF THE MORE PERTINENT TERMS AND CONDITIONS:
- DELIVERY**
 - Any invoice and/or delivery note (copy or original) signed by the customer and held by the supplier shall be conclusive proof that delivery was made by the customer and the services and goods were inspected and conform to the quality and quantity ordered.
 - The supplier will raise an invoice on the customer on the date of delivery or part thereof.
 - PASSING OF RISK**
 - At risk of damage to, loss, theft, or destruction of the goods shall pass to the supplier until such goods have been fully paid for by the customer as a result of late delivery or any other cause arising pursuant to the sale or delivery of the goods.
 - OWNERSHIP**
 - All goods supplied by the supplier shall remain the property of the supplier until such goods have been fully paid for by the customer and the customer shall advise any third party to whom it has sold such goods of this fact in writing.
 - LIABILITY**
 - The customer shall not be entitled to sell or dispose of any goods unpaid for without the prior written consent of the supplier.
 - CLAIMS**
 - The customer shall have no claim against the supplier of a consequential nature, which may be sustained by the customer as a result of any defect in the goods supplied or as a result of late delivery or any other cause arising pursuant to the sale or delivery of the goods.
 - QUOTES**
 - All quotes shall remain valid for a period as stated in the quote.
 - PAYMENT**
 - The supplier shall be entitled to retain an invoice to the customer as soon as it is in possession of the goods for onward distribution to the customer. For all services, invoicing will be done as per signed agreement between the parties.
 - The customer shall effect payment within fifteen (15) days of the date of invoice unless otherwise specified on the invoice.
 - The customer shall not be entitled to set off any amount due to the customer by the supplier against the amount due in terms of the agreement.
 - INTEREST**
 - The customer agrees that it shall pay interest on any monies due to the supplier at the maximum legal interest rate prescribed in terms of the Usury Act 73 of 1968 as amended from the date they fall due, being fifteen days from the date of the invoice.
 - FOREIGN EXCHANGE**
 - Where prices are quoted in US Dollars or other foreign currency, the Rand equivalent of any movement in the foreign exchange rate, between the date of placement of the order by the customer and the date of invoice will be charged to the customer. This will not be applicable where the customer order represents a fixed quote, clearly stated as such, offered to the customer by the supplier.
 - TRAVEL & ACCOMMODATION**
 - All Travel and Accommodation expenses are for the customer's account, unless specifically stated on the quote or as per signed agreement.
 - ANNUAL LICENCE & SUPPORT FEES**
 - All values quoted are a projection of possible costs. The quoted values may be subject to rate changes and/or inflationary based increases.
 - Annual Licenses will be initiated on the anniversary of the project sign-off.
 - Software support fees will be initiated from the project sign-off and annually thereafter.
 - TAXES**
 - Prices quoted are exclusive of Sales, VAT or Withholding Tax or any other tax or duty that may be payable in respect of such payment.

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Fwd: NC Multisport Facility

1 message

Buyisiwe Khoza <mabuyza77@gmail.com>
To: Mashishi Tumie <tumie.mashishi@gmail.com>

Thu, Jul 19, 2018 at 8:20 AM

----- Forwarded message -----

From: **Marubini Ramatsekisa** <Marubini@nlcsa.org.za>
Date: Fri, 04 May 2018, 09:29
Subject: Re: NC Multisport Facility
To: Buyisiwe Khoza <mabuyza77@gmail.com>
Cc: Terrence Magogodel <MagogodelT@athleticsa.co.za>, Jabu Sibanda <jabu@unicus-ict.co.za>

Morning,

Thank you for the prompt response. See you on Tuesday.

Regards,

Sent from my Huawei Mobile

**Marubini Ramatsekisa****Specialist - Enterprise Risk
Audit & Risk****Tel:** 0124321484 | **Fax:** 0864607705 | **Info Centre:** 08600 65 383**Email:** Marubini@nlcsa.org.za | **Website:** www.nlcsa.org.za**CHANGING LIVES**

----- 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

On Fri, 04 May 2018, 07:02 Marubini Ramatsekisa, <Marubini@nlcsa.org.za> wrote:

Dear NLC Funded Beneficiary,

Following our funding for the construction of the multisport facility in Northern Cape, we kindly request a meeting with your organisation to discuss how NLC will be monitoring the project going forward. Kindly advise on your availability next week between the 7th and 11th May 2018 so that we can schedule a meeting. 013-26

Regards,

Marubini Ramatsekisa – 083 444 3046



Marubini Ramatsekisa
Specialist - Enterprise Risk
Audit & Risk

Tel: 0124321484 | **Fax:** 0864607705 | **Info Centre:** 08600 65 383

Email: Marubini@nlcsa.org.za | **Website:** www.nlcsa.org.za

CHANGING LIVES

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2 attachments

013-26

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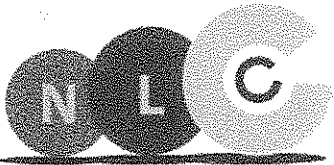


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11K

NATIONAL LOTTERIES COMMISSION

a member of the dti group

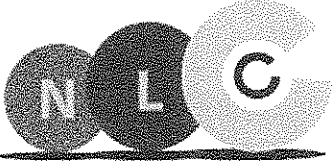


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11K

NATIONAL LOTTERIES COMMISSION

a member of the dti group

013-27

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AKS

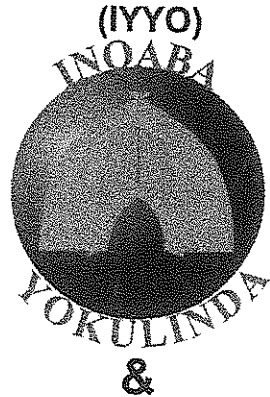
013-29

MEMORANDUM OF UNDERSTANDING
CONFIDENTIAL

MEMORANDUM OF UNDERSTANDING

Entered into Between

INQABA YOKULINDA YOUTH ORGANISATION



**&
Sol Plaatje Municipality**



&

**Athletics South Africa
(ASA;referred to as "the Service Provider")**



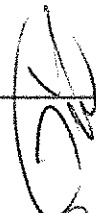
[Handwritten signatures]

013-29

MEMORANDUM OF UNDERSTANDING
CONFIDENTIAL

1. WHEREAS:

- (A) This Agreement shall regulate the relationship between **InqabaYokulinda Youth Organisation, Athletics South Africa, &Sol Plaatje Municipality** pertaining to the provision of an athletic sports track field & youth skills development.
- (B) The Project objectives have been aligned to the strategic objectives of ensuring that the athletic track is completed and that there will be empowerment of young people in the surrounding areas of the stadium and the expected outcomes taken into consideration the vision of the Directors.
- (C) **InqabaYokulinda** are to co-operate and oversee the Skills Development aimed at providing 30 unemployed and out of school youth in and around Galeshewe with basic soft skills and do a substance abuse awareness programme,
- (D) **Athletics South Africa** will lead the construction of the athletic sports track in Galeshewe Stadium and employ & equip 10 young people for the maintenance of the stadium as the primary service providers.
- (E) **Sol Plaatje Municipality** are to grant us permission to install tracks in Galeshewe Stadium; establish a committee that will oversee the implementation of the project by means of monitoring and evaluation.
- a. Municipality to provide relevant support and documentation where needed.



MEMORANDUM OF UNDERSTANDING
CONFIDENTIAL

2. PURPOSE

- 2.1. The purpose of this Agreement is to:
- 2.1.1. Manage the working relationship of InqabaYokulinda, Athletics South Africa, & Sol Plaatje Municipality.
 - 2.1.2. Spell out project deliverables as well as the roles and responsibilities for InqabaYokulinda, Athletics South Africa, & Sol Plaatje Municipality.
 - 2.1.3. Provide a framework for collaboration.
 - 2.1.4. Govern the contractual relationship.

3. DEFINITIONS AND INTERPRETATION

- 3.1. In this Agreement unless the context indicates otherwise:-
- 3.1.1. "day" means a calendar day;
 - 3.1.2. "deliverable" means deliverables to be provided by the Service Providers in terms of this Agreement;
 - 3.1.3. "effective date" means the date on which the last signing party signs this Agreement;
 - 3.1.4. "IYYO" means InqabaYokulinda Youth Organisation with registration number NPO NO. 029-442; PBO NO. 30039025
 - 3.1.5. "ASA" means Athletics South Africa
 - 3.1.6. Sol Plaatje Municipality means the governing body of the Sol Plaatje Municipality.
 - 3.1.7. "services" means the Services to be rendered by the Service Providers as set out in this Agreement,
 - 3.1.8. "the Parties" means InqabaYokulinda Youth Organisation, Sol Plaatje Municipality, & Athletics South Africa.
 - 3.1.9. "third party" means any person other than InqabaYokulinda Youth Organisation, Sol Plaatje Municipality, or Athletics South Africa.
 - 3.1.10. "this Agreement" means this agreement together with any annexures / change notes;
 - 3.1.11. "termination date" means the date following the last day of this Agreement, unless the agreement is terminated earlier in terms of clause 12 below, or is extended for a further period based on mutual agreement between the Parties.
- 3.2. Expressions defined in this Agreement bears the same meanings in the annexures/ change notes to this Agreement, unless expressly stated otherwise in this Agreement.
- 3.3. In this Agreement:
- 3.3.1. the singular includes the plural and vice versa; and
 - 3.3.2. unless otherwise indicated, any meaning ascribing to a word, phrase or expression in this Agreement, bears the same meaning wherever it appears thereafter;
- 3.4. This Agreement binds the Parties and their respective successors-in-title.
- 3.5. In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
- 3.6. In the event of any conflict between the main body of this Agreement and any Annexures hereto, the provisions of the main body of this Agreement will prevail between the Parties.

OBLIGATIONS OF THE SERVICE PROVIDERS

- 3.7. ASA have contracted a service provider by the name Unicus-ICT headed by Jabu Sibande to be the one that builds the athletic tracks.
- 3.8. The contracted service provider has been fully paid by therefore are expected to deliver on the agreed terms.
- 3.9. It is recorded that during the performance of its duties as per this Agreement, ASA must be responsible partially for its own resources.
- 3.10. The service provider will therefore have everything completed by August.
- 3.11. The Service Providers further undertakes to:
- 3.11.1. Faithfully and diligently devote time to the service of Inqaba in terms of this Agreement;

MEMORANDUM OF UNDERSTANDING
CONFIDENTIAL

- 3.11.2. Acknowledge and agree that Inqaba is bound by the rules and regulations governing Inqaba and that any obligations arising from this Agreement can only be carried out in light thereof;
- 3.11.3. Ensure that all work is of a high standard, skill and executed to the satisfaction of all parties concerned;
- 3.11.4. Keep proper financial records in accordance with Generally Accepted Accounting Practice (GAAP) of all expenses relating to the service;
- 3.11.5. Pay any disbursements and Value Added Tax payable in respect of Services rendered in terms of this Agreement
- 3.11.6. make available for inspection by either party in this agreement any information, records, documents relevant to the performance of the Services;
- 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;
- 3.11.9. give feedback to the identified management structures as may be requested by the Project Manager of Inqaba from time to time;
- 3.11.10. fully cooperate with Inqaba & Sol Plaatje Municipality to ensure timely progress and execution of this Agreement;
- 3.11.11. fulfil its obligations and honour its responsibilities stipulated in the Agreement;
- 3.11.12. promptly remedy any defect or deficiency in the fulfilment of its obligations in terms of this Agreement; and
- 3.11.13. not to interfere or impede the contractual relationship between Inqaba and its personnel.

4. OBLIGATIONS OF Inqaba Yokulinda

- 4.1. Inqaba must provide ASA with such information, documentation, resources required to attain deliverables and other details reasonably required by ASA or Sol Plaatje Municipality to enable ASA or Sol Plaatje Municipality to fulfil its obligations in terms of this Agreement. If such information or access is not provided by Inqaba, ASA or Sol Plaatje Municipality will indicate in writing the outstanding requirements. Inqaba commits to providing such information and/or make available access to personnel within a 48 hour period for when the request is made. Inqaba will only be obliged to provide that information or documentation which is relevant to this Agreement and which is in the possession of Inqaba. Should any documents that ASA or Sol Plaatje Municipality reasonably requires not be in Inqaba's possession as at the time of the request, Inqaba will make every effort to obtain such documents and provide to INQABA within 48 hours or such other time as the Parties might agree to.
- 4.2. Inqaba will monitor the progress of the project and sign off progress reports as intended in this Agreement.
- 4.3. Inqaba will be responsible for ensuring that there is Project Initiation Funding – these are funds that will be utilised for initial operating costs.
- 4.4. Inqaba will be responsible for the reasonable accuracy and completeness of all requested materials, data and information provided to ASA or Sol Plaatje Municipality for purposes of the rendering by ASA of the services. ASA is entitled to assume that all materials, data and information provided by ASA are both accurate and complete, unless agreed otherwise by the Parties in writing.
- 4.5. The Inqaba will further:-
 - 4.5.1. Be responsible for the performance of its personnel, although for the purposes of this clause, the personnel of ASA is excluded from this obligation of Inqaba. Should Inqaba's personnel, after all the interventions required from ASA, still not have made adequate progress, Inqaba will take remedial action;
 - 4.5.2. Fully cooperate with ASA to ensure timely progress and execution of this Agreement;
 - 4.5.3. Promptly remedy any defect or deficiency in the fulfilment of its obligations in terms of this Agreement;

MEMORANDUM OF UNDERSTANDING
_ CONFIDENTIAL _

- 4.5.4. Advise ASA verbally and in writing as soon as it becomes aware of anything, which may hamper or delay either Party from fulfilling its obligations in terms of this Agreement; and
- 4.5.5. Provide all decisions, management approvals and inputs reasonably requested by ASA within a reasonable time of ASA requesting such decision or input.
- 4.6. Inqaba will then conduct accredited training on financial literacy, governance and leadership
- 4.7. It is understood and agreed that the services in this Agreement must include advice and recommendations provided by ASA.

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.
- 5.2. This Agreement will endure for a period of 12 (twelve) months. It may be extended for a further period upon written mutual agreement between both Parties.
- 5.3. The stadium will be handed over to the municipality once upon completion of the athletic tracks construction.
- 5.4. The date to be confirmed by ASA and IYYO.
- 5.5. During the launch, the municipality and IYYO are to invite relevant stakeholders which will also include schools surrounding the area.

6. CONFIDENTIALITY

- 6.1. The Parties will treat the terms of this Agreement and all information exchanged, received by each other as strictly confidential. This information relates to proprietary information, technical knowledge, experience, specimens and data of a secret and confidential nature.
- 6.2. The Parties will keep all such information obtained, confidential towards third parties and only use it in cooperation with each other for the purpose expressly agreed upon and to disclose same to the employees only on the basis of the need to know.
- 6.3. The Parties will cause all of their employees who are directly or indirectly given access to the said proprietary and confidential information to execute secrecy undertakings in a form acceptable to the Parties in order to protect the Parties against the unauthorised disclosure of such information to any third party and fully cooperate in the enforcement of such secrecy undertakings.
- 6.4. In cases where a Party is uncertain as to the nature of any information (whether that information qualifies as Confidential Information or not), it will treat such information as Confidential Information until written notice to the contrary is received from the disclosing Party.
- 6.5. The confidentiality obligations set out in this clause will not apply to any confidential information which:
- 6.5.1. A recipient can demonstrate was already in the public domain prior to its disclosure or becomes available to the public through no breach by any of the Parties hereto;
- 6.5.2. Was rightfully in the recipient's possession without obligation of confidence prior to receipt from the discloser as proven by its written records;
- 6.5.3. Can be proved to have been rightfully received by a recipient from a third party without obligation of confidence;
- 6.5.4. Is independently developed by a recipient as proven by its written records;
- 6.5.5. Is approved for release with the prior written consent of the discloser; or
- 6.5.6. Is required to be disclosed in order to comply with a judicial order or decree, provided that the recipient has given the discloser sufficient prior written notice of such request to enable the discloser to defend or protect such disclosure.

7. INTELLECTUAL PROPERTY

MEMORANDUM OF UNDERSTANDING
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.

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 suspend the Services before completion of the contract period;
- 8.1.2. Fail and/or refuse and/or neglect to provide the service with the required diligence; and
- 8.1.3. Fail and/or refuse and/or neglect, after 14 (fourteen) calendar days written notification from Inqaba to render the Services in accordance with this Agreement.
- 8.2. If Inqaba is dissatisfied with the quality of the performance of any of the Services referred to in this Agreement and/or the Service Providers has failed to comply with any timeframes for delivery, Inqaba will be entitled to withhold payment of any invoice received. In such event Inqaba must notify the Service Providers in writing, within 14 (fourteen) calendar days of the task giving rise to the complaint and the Service Providers must remedy the identified cause of complaint within 14 (fourteen) calendar days of such notification, or such longer period as Inqaba may authorise in writing, at no additional cost to Inqaba, failing which Inqaba will be entitled to cancel this Agreement.
- 8.3. This Agreement may not be terminated by Inqaba due to a lack of available funds due to implications on third party participation and placement of youth.
- 8.4. Inqaba undertakes to remunerate the Service Providers for any work completed up until the date of termination, provided the Service Provider renders an invoice as stipulated in clause 7 above and the work completed is approved by Inqaba and the Service Providers will have no further claim for payment or damages.

- 8.5. In the event of either party committing a breach of any of the terms and/or conditions of this Agreement and failing to remedy such breach within the period of 14 (fourteen) calendar days of having been given written notice by the aggrieved party requiring such breach to be

MEMORANDUM OF UNDERSTANDING
CONFIDENTIAL

remedied, the aggrieved party may, without prejudice to any rights it may have to claim for damages suffered as a result of the breach, either cancel this Agreement or enforce performance of the terms of this Agreement.

9. TERMINATION

- 9.1. This Agreement may be terminated immediately by Inqaba, upon the happening of one of the following events by giving written notice of the cancellation to the Service Providers if the Service Providers:-
- 9.1.1. Is liquidated or placed under judicial management or business rescue or enters into a compromise with its creditors;
 - 9.1.2. Wilfully damages Inqaba's property, business, reputation or goodwill;
 - 9.1.3. Discloses to any unauthorised person confidential information of Inqaba;
 - 9.1.4. Provided incorrect or false information in its proposal and which is subsequently discovered by Inqaba;
 - 9.1.5. *Inter alia*, makes itself guilty of misconduct in terms of the code of conduct of its profession or if it acts dishonestly or contrary to the integrity required from its profession;
 - 9.1.6. Engages in Black Economic Empowerment ("BEE") fronting; and
 - 9.1.7. Ownership, shareholding, HDI status and any of the key staff members (management/professional/skilled) of the Service Providers or equipment, facilities or infrastructure necessary for the effective provision of the services changes during the period of this Agreement, the Service Providers will notify Inqaba immediately, and INQABA reserves the right to cancel this Agreement. Inqaba reserves the right to terminate this Agreement or temporarily defer the work, or any part thereof, at any stage of completion, should it be decided not to proceed with the project. Inqaba may terminate this Agreement by giving 30 (thirty) days' notice to the Service Providers. Should the Agreement be so terminated ASA will only be paid for the appropriate portion of the work completed and will have no claim for any damages whatsoever against Inqaba.

10. ARBITRATION

- 10.1. Should any disputes and/or difference of opinion arise between the Parties regarding the interpretation of any or all the provisions of this Agreement during the term of or on the termination thereof that cannot be amicably settled, the aggrieved Party will give the other party 14 (fourteen) calendar days written notice to this effect.
- 10.2. After notice in terms of clause 12.1, disputes and/or differences will be resolved in the following manner:
- 10.2.1. All Parties will, by agreement, appoint an impartial mediator. Should the Parties not be able to agree on a mediator, then it is agreed that the President of the Law Society of the Northern Provinces will appoint a mediator; and
 - 10.2.2. Should the matter not be resolved through mediation, both Parties will have the right to have the matter resolved through arbitration determined by an appropriate arbitration forum agreed to by both Parties failing which the President of the Law Society of the Northern Provinces will appoint an arbitrator.
 - 10.2.3. Such arbitration will be held at an agreed venue, and in a summary manner with a view to it being completed as soon as possible.
 - 10.2.4. There will be one arbitrator.
 - 10.2.5. The arbitration proceedings will be held in the English language.
 - 10.2.6. The official outcome of the arbitration proceedings will be deemed to be the final decision in the matter.

MEMORANDUM OF UNDERSTANDING
CONFIDENTIAL

11. INDULGENCE

- 11.1. No amendment of this Agreement or of any provisions or terms hereof, including this clause and no extension of time or waiver or relaxation or suspension of any of the provisions or terms of this Agreement will be of any force or effect unless reduced to writing and signed by both Parties.
- 11.2. No waiver on the part of either Party of any rights 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.

12. CESSION

- 12.1. Neither Party will be entitled without the prior written consent given by the duly authorised official of the other Party to cede, delegate, subcontract or otherwise transfer any of its rights and/or obligations in terms of this Agreement.

13. SUBCONTRACTS

- 13.1. The Service Providers will be required to formalize partnerships with organisations in the private sector for the execution of deliverables. Inqaba, ASA & Sol Plaatje Municipality must be notified of all Agreements. Inqaba is, however, relieved from any liability or obligation with the partners of the Service Providers.

14. ENTIRE CONTRACT

- 14.1. This Agreement constitutes the entire agreement between the Parties with regard to the matters dealt with herein and no representations, terms, conditions or warranties not contained in this Agreement, will be binding on the Parties.

15. VARIATION, CANCELLATION

- 15.1. No contract varying, adding to, deleting or cancelling this Agreement will be effective unless reduced to writing and signed by on behalf of the Parties.

16. SEVERABILITY

- 16.1. Each provision of this Agreement is severable, the one from the other, and, if at any time any provision is or becomes or is found to be illegal, invalid, defective or unenforceable for any reason by any competent Court, the remaining provisions will be of full force and will continue to be of full force and effect.

17. DELAY IN PERFORMANCE

- 17.1. Performance of services by the Service Providers as recorded in this Agreement.
- 17.2. If at any time during the performance of this Agreement, the Service Providers should encounter conditions impeding timely delivery of the services, it will promptly give notice to the Inqaba in writing the fact of the delay, its likely duration and cause(s).
- 17.3. As soon as practicable after receipt of the Service Providers notice in terms of clause 19.2, Inqaba will evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without the imposition of penalties, in which case the extension will be ratified by the Parties by Amendment of this Agreement.
- 17.4. Except in the case of a superior force and matters which remain beyond its control, a delay by the Service Providers in the performance of its delivery obligations will render it liable to the imposition of penalties, unless an extension of time is agreed upon. Penalties will not be applicable.

18. INDEMNITY AND LIMITATION OF LIABILITY

- 18.1. ASA indemnifies Inqaba & 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:

MEMORANDUM OF UNDERSTANDING
_ CONFIDENTIAL _

- 18.1.1. Any action of ASA falling outside of the scope of its appointment in terms of this Agreement; and
18.1.2. Failure by ASA to comply with its obligation in terms of this Agreement.

- 18.2. Inqaba indemnifies ASA against any loss, damages, costs or expenses directly or indirectly incurred by ASA as a result of inaccurate or incomplete information supplied by, or misrepresentations, fraudulent acts or wilful default on the part of Inqaba, Inqaba's personnel, or any third party under the control of Inqaba.
18.3. Inqaba indemnifies ASA against any claim by any third party arising from a copy of any report, certificate, schedule or other deliverable which the third party received from Inqaba, its personnel, or its advisors.
18.4. The maximum liability of ASA for all claims (other than those in respect of gross negligence or wilful default) arising out of the services provided in connection with this Agreement will be limited to an amount equal to the total fees charged for all services provided in connection with this engagement. This maximum liability will be an aggregate liability for all claims (other than those in respect of gross negligence or wilful default) from whatever source and howsoever arising, whether in contract, delict or otherwise and will also apply to the indemnities provided.
18.5. INQABA will not be liable to Inqaba or any cessionary or third party claiming through or on behalf of Inqaba for any punitive damages whatsoever or for any consequential or other loss or damages beyond the maximum liability specified except to the extent that ASA has contributed to such damage or loss from their own wilful default or gross negligence.

19. CO-OPERATION AND GOOD FAITH

- 19.1. The Parties will co-operate with each other in good faith to ensure that the necessary resolutions are passed and steps taken to give effect to this Agreement.
19.2. The Parties reciprocally undertake in favour of one another to act in the utmost good faith towards one another in procuring the provisions of this Agreement.

20. PRIMARY CONTACTS

- 20.1. The Parties undertake to appoint the following individuals as contact persons to ensure the proper management of this Agreement:

Inqaba:

Ms. Buyisiwe Khoza
Chief Executive Officer
And

ASA:

Mr. Terrence Magogodela
Chief Financial Officer
And

Sol Plaatje Municipality:

Mr. Goolam H. Akharway
Municipal Manager

21. NOTICES AND ADDRESSES

- 21.1. Any notice to be given in terms of this Agreement will be given in writing and will be deemed validly served within one calendar day after the day on which it will have been transmitted by telefax to the other Party or on the same day should transmission be by way of email.
21.2. Any notice posted by prepaid registered post to the postal address of the other Party that is mentioned in this Agreement will be deemed validly served within 10 (ten) calendar days after the day on which it is posted:

INQABA YOKULINDA YOUTH ORGANISATION

P.O. Box 642
Mondeor
2110

Diepkloof Welfare Centre
14131 Martinus Smuts Avenue
Diepkloof Zone 1

MEMORANDUM OF UNDERSTANDING
CONFIDENTIAL

Soweto

Attention : Buyisiwe Khoza
Telefax: (086) 2320238

And

ASA HOUSE NO. 3 SOUTH AFRICA

ASA House No. 3
11th Avenue
Houghton Estate
Johannesburg
2198

ASA House No. 3
11th Avenue
Houghton Estate
Johannesburg
2198

Attention : Terrance Magogodela
Telefax: (011) 442 3091 / (011) 880 5800

SOL PLAAATJE MUNICIPALITY

Private Bag X5030
Kimberly
8300

Attention : Goolam Akharway
Telefax: (053) 830 6911 / (053) 833 1005

- 21.3. Any hand-delivered notice will be deemed validly delivered when that Party acknowledges receipt of the notice in writing.
- 21.4. Each Party will have the right at any time to substitute its said place of address/postal address with another address by giving written notice of the appointment of the new address to the other Party in accordance with the terms of this Agreement, which change of its said place of address/postal address will only become applicable 10 calendar days after the date of notice.

22. SUPERIOR FORCE

- 22.1. The Parties hereby agree that neither Party will be liable to the other for any loss, injury or any other casualty suffered or incurred by the other Party or any failure to comply with its obligation in terms of this Agreement due to strike, irregular industrial action short of strike, riots, storms, explosions, war (whether declared or undeclared) or any other similar cause beyond the reasonable control of either Party. Any failure or delay by either Party in their performance of any of the obligations under this Agreement due to any of the foregoing causes will not be considered as a breach of this Agreement.

SIGNED BY INQABA YOKULINDA YOUTH ORGANISATION

NAME: Ms. Audrey Buyisiwe Khoza

SIGNATURE 

DESIGNATION: Chief Executive Officer

DATE: April 2018

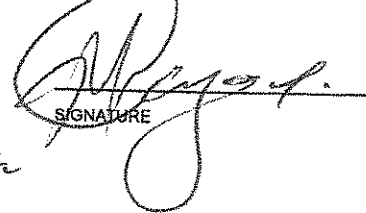
PLACE: Sol Plaatje Municipal Office

SIGNED BY ATHLETICS SOUTH AFRICA

NAME: T. Macoela

J. Sibanda
JBY SIBANDA

DESIGNATION: Finance Manager

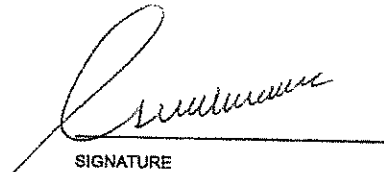
SIGNATURE 

DATE: 11/07/2018

PLACE: Johannesburg

SIGNED BY SOL PLAATJE MUNICIPALITY

NAME: G.A. Akhatarwa

SIGNATURE 

DESIGNATION: MM

DATE: 11-5-18

PLACE: KIMBERLEY

1. AVINE

- Zanele

- Andre

- Michelle

2017

2. used vehicles

3. FINANCIAL } BANK STATEMENTS
 FINANCIAL STATEMENTS.
 EXPENSES.
 CURRENT PROJECTS.

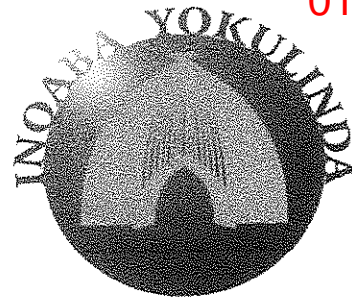
> INCOME & EXPENSES.

> ORGANOGRAM.

> OPPOSE.

INGABA YOKULINDA YOUTH ORGANISATION

CNR MOOKI & MARTHA LOUW STREET, ORLANDO STADIUM, 1804
13141 MARTINA SMUTS DRIVE, DIEPKLOOF ZONE 1, SOWETO, 1864
PORTION 2 OF ERF 621, SIKHONDE STREET, RATANDA, HEIDELBERG, 1441
SOBONAKHONA MULTIPURPOSE CENTRE, R603 UMBUMBULU ROAD, UMBUMBULULU, 4100
NPO NO. 029-442; PBO NO. 930039025
TEL NO.: 081 514 3308 / 065 813 7660
FAX NO.: 086 232 0328
info@ingaba.org / tumi@ingaba.org.za
<http://www.ingaba.org.za>



27 July 2018

Attention: Jabu Sibande

SUBJECT: TERMINATION OF WORKING RELATIONSHIP

This letter serves as a **Formal Termination** of our relationship as a Service Provider for the Galeshewe Stadium Athletic Tracks installation with your company.

Inqaba Yokulinda is legally answerable to NLC and due to non-performance, we are not able to deliver our mandate and this has a legal implication on the organization. Earlier email communication between all parties bears reference including email of Thursday requesting bank statement proving monies are still in your company account and the transferring back of the R10 million back to the organization's account as a remedial action.

The Project Manager, Mr. Magogodel (ASA) gave authorization for Inqaba Yokulinda to transfer an amount of R10 000 000.00 (ten million rand) to Athletics South Africa's service provider, Unicus Solu(it)ons. Furthermore you lied initially calling yourself the Provincial Manager for Mpumalanga which was confirmed by NLC (NC) where they requested not to work with you since we are the beneficiary accountable to NLC to ensure track program is successful.

On the 10th of March 2018, you promised to give a full report of the progress to date with the project developments. You further promised that the invoice will also cover the following on email:

- Preliminary Design, specifications and Bill of Quantities, Quality control and Project Management
- Layer works, Kerbing and channeling, Field items provision to IAAF requirements
- Synthetics surfacing materials to be imported for track configurations- 6 lane oval with 6 lanes straight. *(Please note this changed to 4 tracks and 8 tracks which is unprofessional in the past week)*
- Line markings and symbols and track Storm water and subsoil drainage.

To date, none of the aforementioned has been provided, which further increases the risk of having any relationship going forward due to accountability reason.

CHIEF EXECUTIVE OFFICER: BUYISIWE A. KHOZA; CHAIRMAN: GLORIA KHOZA; CHIEF FINANCIAL OFFICER: LAZARUS J. MAHLANGU
SECRETARY: MANGALISO KHONZA TREASURER: TSHEPO A. MONTSO; RESEARCHER (M & E SPECIALIST): NTSAKO SHIBAMBO;
ADMINISTRATOR: DIMPHO MACHAKELA

013-41

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On the 11th March 2018, I requested that you provide a breakdown of the R10 million to justify the amount, by allocating funds and adding costing prices. This would then even spare blushes from audit queries from internal and external auditors. 5 months down the line this has not been effected. Furthermore, on the 23rd of July, after numerous reminders of documentation from both the organization and NLC, you have failed to further afford us with a Financial Report of what has transpired with monies to date.

It is a risk to work with you nor allow you to manipulate the process and write to our Funder NLC as you are not sub contracted by the organization. We also do not approve of the 2 documents sent over the weekend as your 7 days, ended on Thursday, 26th July 2018 and we have no intention of dragging this program until 2019. To date, you have not even gone on site to provide reports that can be approved.

Kindly abstain from any contact with us and kindly furnish us with the R10 million by end of business on the 31st of July 2018.

Kindly note we have cc'd our attorneys and will be delivering documentation to the President of ASA as well.

Yours faithfully

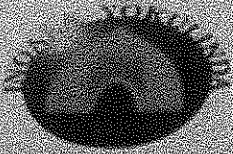


.....
BUYISIWE KHOZA
CHIEF EXECUTIVE OFFICER

CC: FRIEDA SCHEEPERS ATTORNEYS INC

CC: MARUBINI RAMATSEKISA – NLC SA

CC: ALECK SKHOSANA – ASA SA



UNICUS SOLUTIONS

SETTLEMENT AGREEMENT

This is a binding settlement agreement between UNICUS SOLUTIONS (PTY) LTD and INQABA YOKULINDA (NPC)

Unicus Solutions (Pty) Ltd hereby agrees to make payments to Ingaba Yokulinda by the 15th of July 2019 and not later than 31st of July 2019 Tracks building for the Northern Cape Stadium.

By this agreement, it is agreed that a settlement payment of R5 000 000.00 will be paid to Ingaba Yokulinda. The account number for transfers is: Ingaba Yokulinda, FNB Cheque Account, Acc no. 62350534998.

By signing this agreement, all parties agree to the terms as described above. Alterations to this agreement can only be made by both parties and must be placed in writing. Both parties will receive a printed copy of this agreement, and will only be responsible for upholding its terms.

J. Sibanda
JABULANI SIBANDA

UNICUS SOLUTIONS (PTY) LTD

DATE: 05/07/2019

B. Khosa
BLIYISIVE KHOSA

INQABA YOKULINDA

DATE: 05/07/2019

W. Nyathiela
WALTER NYATHIELA

MEDIATOR

DATE: 05/07/2019

C

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SPORTS UPGRADE

Stadium set to get new athletics track

NEVILLE MOTHABAKWE
SPORTS REPORTER

THE GALESTHEWE Stadium is getting a brand new synthetic athletics track, laid around the centre football pitch by a private contractor, in a move that will turn the stadium into a multi-sports venue.

Earlier this week the DEA followed up information received from the community that the stadium was being refurbished by a private individual.

The only tenant on the premises is the Frances Baard chapter of the SA Football Association (the Regional Senior Men's League) which has been renting the stadium premises for several years.

Safa's regional secretary, Ponatshogo Mondela, said that they had not been notified about the developments at the facility. However, they are not opposed to much needed changes being made to the stadium.

At the site workers confirmed that they were constructing an artificial athletics race track. The workers referred inquiries to a cell-phone number which they stated belonged to the contractor, referred to only as Trevor.

The number was answered once on Monday by a man who confirmed that he is Trevor. The man asked to be contacted later. The number has since then gone unanswered.

Municipal spokesperson, Sello Matsile, confirmed that the development was being undertaken by "an NGO that got money from Loto. Very little information (is available) about them".

The municipality's response was in contrast to a similar request for permission by a local bikers' club to invest in Kimberley's caravan park, which had been invaded by criminals and was in a state of

extreme disrepair as a result of vandalism and a lack of maintenance.

Chris Mpsisi, from CF Riders, which utilises the caravan park for its annual rally held around November each year and which sees a cash injection of more than R1 million into the city's economy, said at the time that the organisation had sent a letter to the Municipal Manager regarding the state of the facility.

"We were interested in joining hands with the municipality to try to restore the facility as well as to prevent further vandalism but we received absolutely no response from the municipality."

He added that the club had decided to raise funds to hire security guards. "However, we cannot afford to pay for security indefinitely. We are really appealing to the municipality to either restore the caravan park or to work with us as it has a lot of potential, especially for tourism."

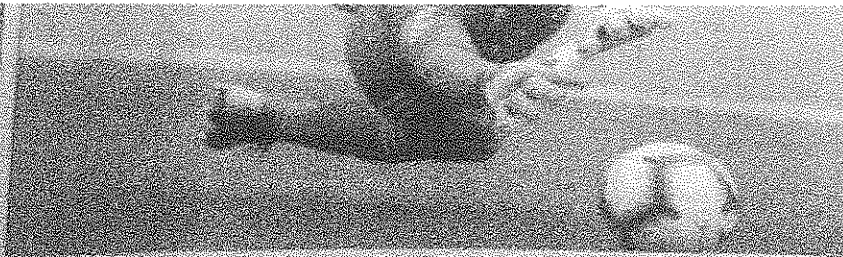
Mpsisi said that the facility had been so vandalised that visitors could no longer be accommodated and even municipal employees had been removed from the office on the site, which was also broken into.

"Everything had been stolen or destroyed. Even the fence was gone."

He stated that despite this, he believed that the caravan park has a lot of potential. "We, as a club, were prepared to raise the funds - which we estimated would be in the vicinity of around R500 000 to R600 000 - but we wanted some confirmation from the municipality that they will not just come and kick us out. This was such a beautiful place at one stage but there is nothing left there now."

The municipality's only response at the time was to fence off the caravan park.

013-46



Last year's team's goalkeepers were the best I have ever seen. The players were better when they played the game. I hope their training is better.

The new players have shown promise in the last three months. They are logical, they are out of a good time, while they are not really serious until they are in the game.

In the last two seasons, the team coach, Mphahlele, has been a great coach. He has been a great coach. He has been a great coach. He has been a great coach.

However, the players are not serious in the way they play. They are not serious in the way they play. They are not serious in the way they play.

And instead of boosting the squad with quality players, they are just adding more players. They are just adding more players.

It is a pity that the players are not serious in the way they play. They are not serious in the way they play.

front of goal.

The team has been performing better as a unit. I think the players are not serious in the way they play.

I think as a team we are not serious in the way we play. We are not serious in the way we play.

It is a pity that the players are not serious in the way they play. They are not serious in the way they play.

It is a pity that the players are not serious in the way they play. They are not serious in the way they play.

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...the players are not serious in the way they play. They are not serious in the way they play.

Local club targets more podium finishes

NEVILLE MOITHOBOKWE
Sports Reporter

THE CALASHWE-based Reflex Athletics Club (RAC) started out with this year spurred on by their goal to make podium finishes in the season's junior track and field events for development teams.

Club manager and middle distance coach, Reflex Mafane, was up early on Monday morning taking her junior charges through a head, arm and fitness test at the revamped Calashwe Stadium athletics track.

Junior female short distance runner, Helma Moseke (19) earned her first male colleagues for this first training session. Mafane says Moseke is one of the best talents in the club.

My aim is to train her to attain the podium status among the elite athletes in the country. I was happy with the result she achieved in Pretoria last year. She ran a good 100m in 16.5 seconds, her almost 1500 metres.

The 16-year-old showed her talent in that race. She was not even beaten by the daughter of South African coach, who was training her in the previous season in Pretoria. That is a real achievement in that she was able to challenge the best in the country, Mafane said.

Mafane revealed that Mafane has been coaching her since she was 12 years old. She has been coaching her since she was 12 years old. She has been coaching her since she was 12 years old.



CLOCKING THE MILES: Reflex Athletics Club targets podium finishes in the Calashwe Stadium to get a fitness boost ahead of a loaded athletics season.

Picture: Neville Moithobokwe

to June. Thereafter, depending on her assessment result for the June trials, Moseke may be invited to take up a half-time posting to the school in the next school year (2023).

All Mafane will need is a clearance from the school in Calashwe. Helma Moseke (19) is the next star. Mafane targets her special attention. She was selected in the national team.

She was a participant in the 2019 South African Athletics Championships. She was a participant in the 2019 South African Athletics Championships. She was a participant in the 2019 South African Athletics Championships.

Chirwa placed second in the mile event in Pretoria, while Thabiso Mokoale silver in his 5km event.

I primarily used the Pretoria event organised by Sasuma to check their standard against that of comparable athletes. Mafane told the DPA.

The girls Mafane introduced are quite hardworking. She herself is still green in the athletics scene. She has to be proven that she can be a contender for the 2023 national team in the sport.

Mafane said she has been coaching her since she was 12 years old. She has been coaching her since she was 12 years old.

Mafane who was formerly trained by Kimberley-based international runner, Andrew Kapano will feel however, about her lack of experience to handle her position.

I will make a plan to see how to develop these athletes with help from the DPA team as I am a part of a development team, she said.

It is a pity that the people who made me what I am now. I am a part of a development team, she said. It is a pity that the people who made me what I am now. I am a part of a development team, she said.

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Tshireleco High School Official

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Lucia Moholo and 23 others 216 Views

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Tshireleco teachers



32 2 Comments • 263 Views

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Home Services Posts Reviews Videos Photo

Michael Sentletse and 91 others

1 Comment



Like



Comment



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Tshireleco High School Official



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Young teacher's of Tshireleco 🍷❤️🎉🎊🎁 the whole committee of Sport



Lucia Moholo and 23 others

216 Views



Like



Comment



Share



Tshireleco High School Official



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Lottery whistleblower "pressured" to pay IT company to build athletics track

R10 million was paid but no work was done

18 December 2020 | By Raymond Joseph (/author/341/)

News (/category/news/) | Kimberley (/region/South%20Africa/Northern%20Cape/Kimberley)



(/media/uploads/images/Third%20Party/buildingthetrack-cs.jpg)

The Galeshewe Stadium athletic track after it was completed. Photo: Charles Mokoena

- Buyisiwe Khoza, director of non-profit company Inqaba Yokulinda, says she was pressured into sub-contracting an IT company to build a Kimberley athletics track with Lottery money.
- The company, Unicus Solu(IT)ons, did not build the track, and Khoza's own company had to do so.
- Unicus also did not pay back the money.
- Khoza says she reported this to the National Lotteries Commission (NLC) and to the Hawks.
- The NLC did not reply to our questions and Unicus owner Jabu Sibanda declined to comment.

The director of a non-profit company which was paid R10 million by the National Lotteries Commission to build an athletics track in Kimberley says she was pressured into sub-contracting to an IT company - which failed to do the job. **013-52**

The NLC gave a grant of R15 million via non-profit company Inqaba Yokulinda (<https://inqaba.org.za/>) on March 7, 2018. Of this, R10 million was earmarked for the track at Kimberley's Galeshewe Stadium. The grant was signed off by Phillemon Letwaba, who is currently on a paid "leave of absence" (<https://www.groundup.org.za/article/lottery-boss-paid-almost-r2-million-stay-home>), on 26 February, 2018.

The remaining R5 million was for Inqaba to conduct a nationwide series of youth development initiatives, including camps for 400 youth in each of SA's nine provinces. That part of the project was completed and all the funds accounted for.

Inqaba director Buyisiwe Khoza (<https://drive.google.com/file/d/1WoL73cEABIUGTnKjmuVH53sbrfemv0DS/view?usp=sharing>) told GroundUp that she had been "pressured" into paying the R10 million to a Pretoria IT company, Unicus Solu(IT)ons, which was responsible for hiring contractors and overseeing the building of the track. But, based on Unicus' website (<https://unicus-ict.co.za/>), the company has no record of any involvement in infrastructure projects.

The company says on its site: that it "delivers a broad range of solutions focused in the IT spectrum that address the challenges across the breadth and depth of the enterprise". Unicus is owned by Jabu Sibanda, who had initially represented himself as an employee of the NLC, Khoza said.

In a statement to the Hawks, Khoza said she had received a call early in 2018 from Sibanda, who was unknown to her, claiming that he was the provincial manager of the NLC in Mpumalanga.

"He reported to me that the following persons: (CEO) Chief Executive Officer – Charlotte Mampane, (COO) Chief Operating Officer – Phillemon Letwaba - from NLC Head Office in Johannesburg had sent him to approach me to assist as an NPO to build athletic tracks for North West and Northern Cape Provinces," Khoza said.

"He further said I was highly recommended because of the work I had done in development and training."

Within three days of the NLC paying R15 million to Inqaba Yokulinda, Khoza was presented with an invoice for R10 million (<https://drive.google.com/file/d/1-Y1gpz42y9tKkModIPq7ZmknPGUxjTaG/view?usp=sharing>) by Unicus. She said she was "instructed" by Terrence Magogodela, the recently-appointed acting CEO of Athletics South Africa (ASA), who was the "programme director" for the stadium project, to pay it.

This was confirmed in an affidavit by a colleague, Billy Ntelebovu, who was present at a meeting where the payment instruction was issued.

She said Magogodela had vouched for Sibanda and she had been told "the COO [Letwaba] had queried why the monies were not transferred yet to Unicus", Khoza said in her statement. As a result she paid it, and requested documentation to protect her own organisation "as I was not comfortable".

After six months Khoza was even more uncomfortable.

"Our NPO is focused on development and we have worked hard for our reputation," Khoza told GroundUp. "We were coming under pressure from the Kimberley municipality (the owners of the stadium) and community members who knew the Lottery had given the money and were asking why the track was not being built."

She said she had contacted the NLC when she realised there was a problem. Sibanda, she said, had told her the money "was finished". In July 2018, she visited the NLC offices in Pretoria and met Letwaba and Tsietsi Maselwa, the organisation's legal head, to again complain about Unicus.

"They said to me that they would retract the monies. In the same month, I cancelled the contract (<https://drive.google.com/file/d/1JOx2tZuCQr8w8S7zbfNZPjuFY1Blz9ZO/view?usp=sharing>) with Mr Sibanda requesting him to pay all the R10 million back as it was meant for development."

Despite a written undertaking to pay back the money, Sibanda had failed to do so, Khoza said. "I regret that I never opened a case prior to finally reporting it. I was scared, I was advised that my life was in harm's way," Khoza said.

The commission's response was to give Inqaba a further R4,278,000 on September 25, 2019, to complete a project it had already paid for. Inqaba hired a new contractor, which used mostly local labour, to lay the tracks. They also renovated and painted the stadium, renovated the change rooms and fixed broken and leaking taps and toilets, even though this was not part of the funded project.

Work began in October 2019 but was delayed by heavy rains and only completed in February 2020. It cost just over half of the R10 million that the NLC had already paid for just the athletics track.

Khoza says her life was turned upside down after she started asking questions about the missing R10 million. She says she began receiving threats and felt "intimidated" after she was visited by "fake police officers" asking questions about the project.

Her office in Ratanda in Gauteng was burgled and files, laptops and memory sticks were stolen. However other valuable items "like cellphones, printers, and computers" were ignored by the thieves, she said. Her email account was hacked and **013-52** changed, and she could no longer access emails relating to the project.

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"I was really scared and took my kids to stay with my mother as I was very worried for their safety," Khoza said. "I also moved to another office and moved around, staying at different places. It was a very scary time," she said.

013-53

In response to detailed questions from GroundUp, Sibanda said: "I have taken note of the claims made by Ms. Buyisiwe Khoza. I am cooperating fully with the relevant authorities that are looking into the matter. Ms. Khoza is being very opportunistic and selective in her allegations. I intend allowing the investigation to reach its conclusion before I comment any further."

ASA financial manager Magogodela denied that he had instructed Khoza to pay Unicus. "My view was merely sought on whether Unicus, represented by 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 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".

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 (<https://www.groundup.org.za/article/siu-and-hawks-swoop-national-lotteries-commission/>) 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."

The NLC failed to respond to detailed questions (<https://drive.google.com/file/d/1iiA2LvaW4yWRdg7ECA6itUeT3eWDuDyY/view?usp=sharing>) sent twice by email to spokesman Ndivhuho Mafela. Receipts were received showing that the emailed questions had been read by Tsietsi Maselwa, the NLC's head of legal, and Gugulethu Yako, the Commission's legal manager.

In response to questions about whether the Hawks were investigating the Galeshewe Stadium matter, Hawks spokesperson Colonel Katlego Mogale said: "I've sent your inquiry to Northern Cape and they have no investigation of this nature. Currently I'm waiting for the national or other provinces to respond."

More about National Lotteries Commission (/topic/lotto/)

- Deadline for nominations to National Lotteries Commission board (</article/deadline-nominations-national-lotteries-commission-board/>) 07 March 2022
- Network of corruption exposed in Lottery probe (</article/network-corruption-exposed-in-lottery-corruption-probe/>) 03 March 2022
- Court grants order on dodgy multimillion rand Lottery grant (</article/court-grants-order-on-dodgy-multimillion-rand-lottery-grant/>) 17 February 2022



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[pressured-to-pay-it-company-to-build-athletics-track/](https://www.groundup.org.za/article/lottery-whistleblower-pressured-to-pay-it-company-to-build-athletics-track/))  (mailto:?)

Subject=I%20recommend%20an%20article%20published%20on%20GroundUp&Body=Here%20is%20an%20article%20on%20whistleblower-pressured-to-pay-it-company-to-build-athletics-track/)  (</article-print/lottery-whistleblower-pressured-to-pay-it-company-to-build-athletics-track/>)  (/copy_article/lottery-whistleblower-pressured-to-pay-it-company-to-build-athletics-track/)

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TOPICS:

National Lotteries Commission (/Topic/Lotto/)

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Topics:

Main topic:

Next: [Water safety programme hit by Covid-19 lockdown \(/article/water-safety-programme-hit-covid-19-lockdown/\)](/article/water-safety-programme-hit-covid-19-lockdown/)Previous: [Kensington housing renovated by "exceptional artisans" from informal settlement \(/article/body-corporate-praised-using-unemployed-residents-community-refurbish-their-complex/\)](/article/body-corporate-praised-using-unemployed-residents-community-refurbish-their-complex/)**WRITE A LETTER IN RESPONSE TO THIS ARTICLE (/LETTER/9871/)**

Letters

Suspension of NLC executives and board

Dear Editor

One has to wonder why there is such overwhelming evidence of the NLC leadership being complicit in corruption and misappropriation of funds, yet no action is taken against these people who are stealing public money and they still occupy their respective positions and have the opportunity to cover up their corrupt acts. It is about time that the minister places the whole institution under administration while the SIU and the seemingly captured Hawks investigate.

*Sincerely**Peter Mbatha**15 Jan 2021*

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Our answers to your questions

~~Will a letter of authority compel the deceased's company to pay out her provident monies? (/qanda/527/)~~

Must the deceased's wives inherit the estate in equal shares if the first marriage is under civil law and the other is customary? (/qanda/528/)

How can I get on the waiting list for gender reassignment surgery? (/qanda/529/)

How can I report corrupt driving instructors? (/qanda/530/)

Can I get a spousal visa for my partner if we are not married? (/qanda/531/)

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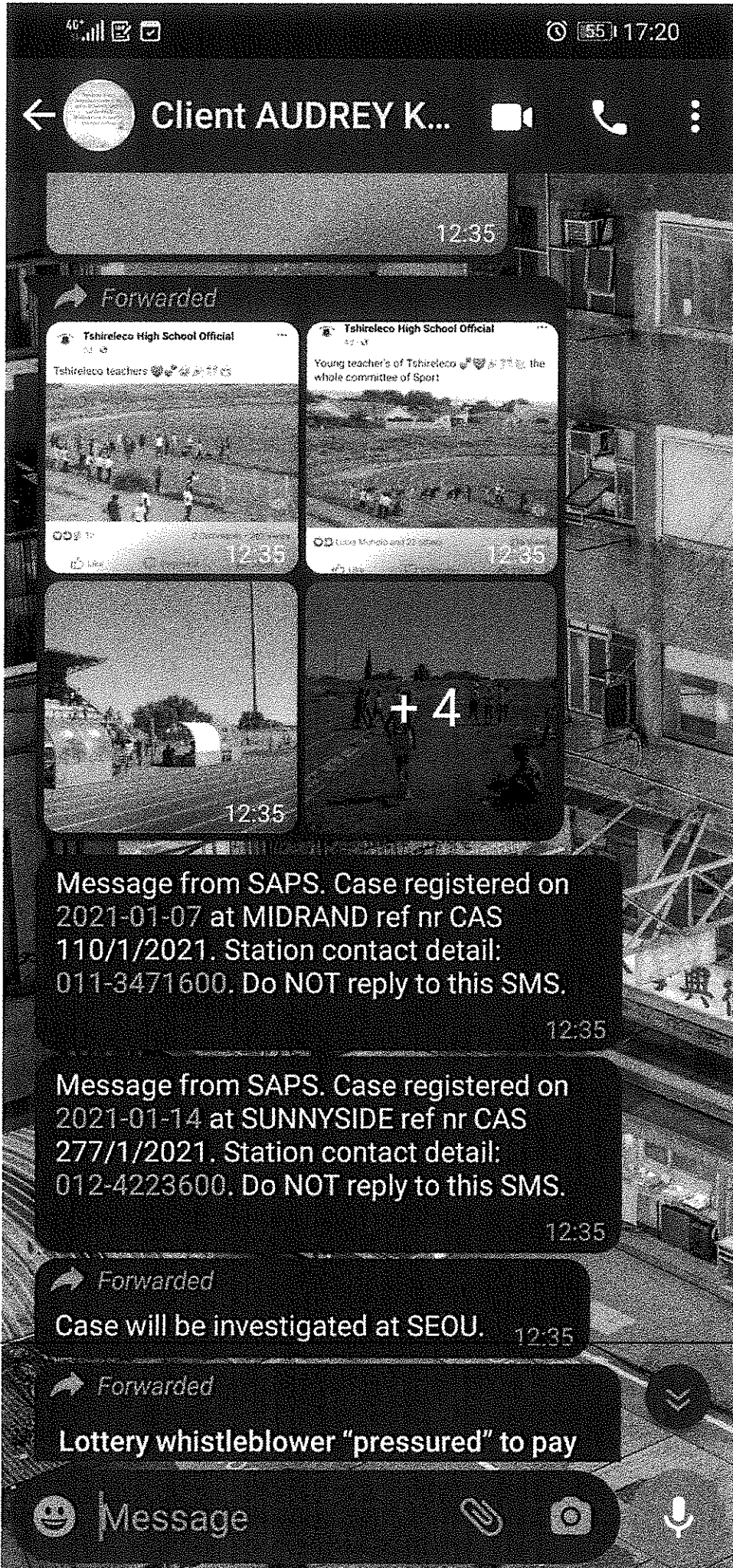
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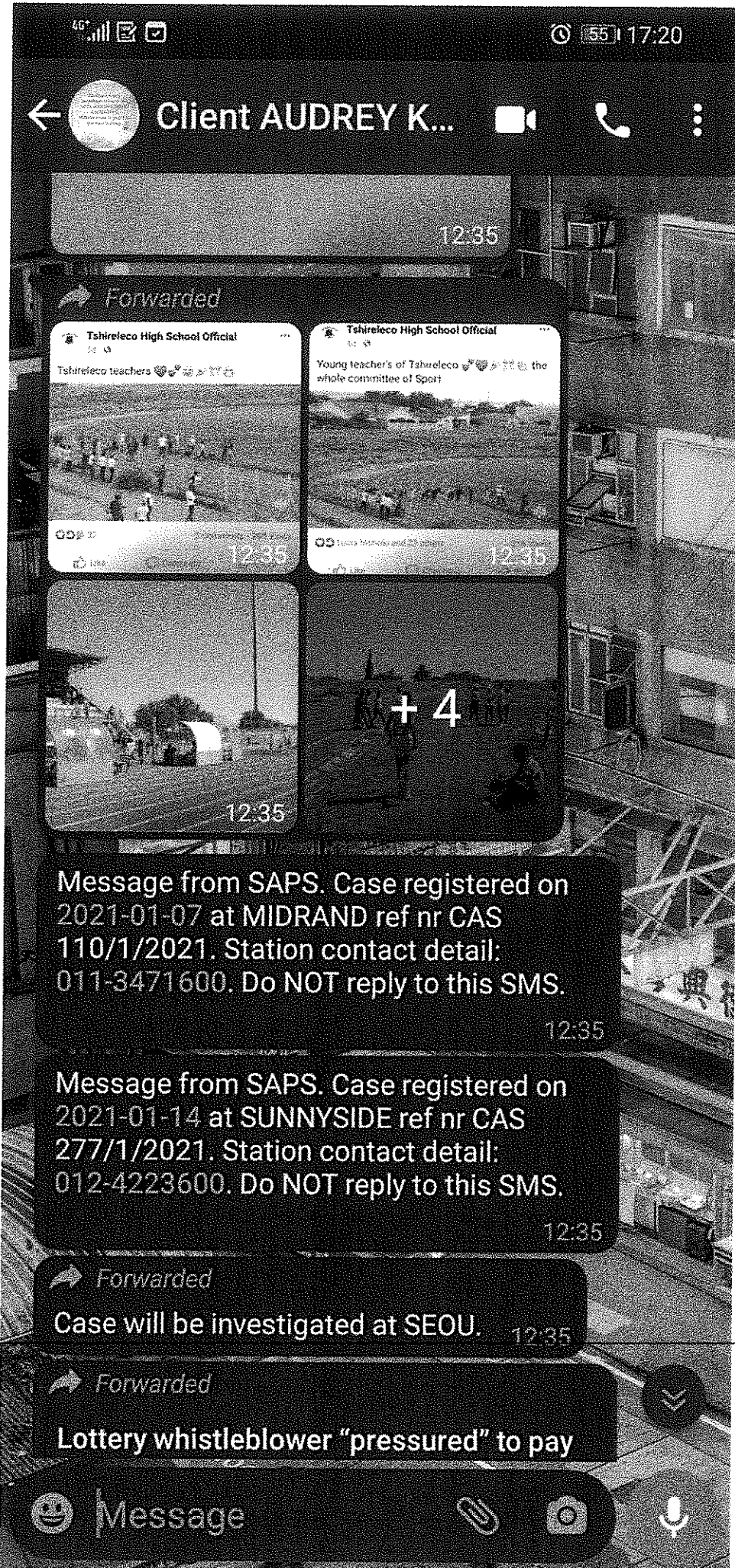
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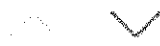


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Zandile Mkhari

Tuesday

To: Jabu Cc: Mashudu >

Acknowledgment of Debt : Special Investigating Unit

Good Morning Mr Sibanda;

The Special Investigating Unit refers to the meeting held with yourself on 16 February 2021 at the SIU Nelspruit offices . It was agreed at the said meeting that an appointment would be made for the purposes of signing the Acknowledgment of Debt form. Kindly find details below;

Date : 1 March 2021

Time :10:00am

Venue : Special Investigating Unit (1st Floor)

74 Watermeyer Road

Meyerspark

Pretoria

Kind Regards



Zandile Mkhari
Forensic Investigator
Special Investigating Unit
012 843 0081

email :zmkhari@siu.org.za



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AB



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APV


AFFIDAVIT

FULL NAMES: Kwena Billy Nthelobvu
ID NO: 7504185368085
ADDRESS: 2241 Phomolau St, 2016 2 Mahwelereng 0626
TELEPHONE NUMBER: 0724134492


STATES UNDER OATH:

I was invited to a meeting around March 2018 by Ms Buyisiwe Khoza to meet with Mr Terrence Magagobele, the CFO of Athletic South Africa. Ms Khoza wanted clarity if she can transact an invoice from their Lottery funding to Mr Jabu from Unicus. Ms Khoza was not comfortable with a single tranche release without breakdown and deliverables. Terrence confirmed that Jabu can be trusted and they worked with him on other projects. Terrence advised that Ms Khoza must pay the invoice.

I KNOW AND UNDERSTAND THE CONTENTS OF THIS DECLARATION.
I HAVE NO OBJECTION IN TAKING THE PRESCRIBED OATH.
I CONSIDER THE PRESCRIBED OATH TO BE BINDING ON MY CONSCIENCE.


SIGNATURE

I CERTIFY THAT THE DEPONENT HAS ACKNOWLEDGED THAT HE / SHE KNOWS THE CONTENTS OF THIS DECLARATION WHICH WAS SWORN BEFORE ME AND THE DEPONENT'S SIGNATURE / THUMB-PRINT WAS PLACED THEREON IN MY PRESENCE AT SAPS MAHWELERENG ON 2019-12-11


Anselame LA
COMMISSIONER OF AOTH

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