

**Buffalo City Metropolitan Municipality**

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**Performance Agreement**

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**ACTING DIRECTOR: EXECUTIVE SUPPORT SERVICES**



**2014/15**

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# PERFORMANCE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN:

**MR ANDILE FANI**

In his capacity as City Manager of the Buffalo City Metropolitan Municipality

**AND**

**MS ONDELA MAHLANGU**

In her capacity as

**Acting Director: Executive Support Services**

**FOR THE**

**FINANCIAL YEAR 1 JULY 2014 – 30 JUNE 2015**

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## PERFORMANCE AGREEMENT

### ENTERED INTO BY AND BETWEEN:

**Mr Andile Fani** in his capacity as City Manager (hereinafter referred to as the Employer)

And

**Ms Ondela Mahlangu**, in her capacity as Acting Director: Executive Support Services, an Employee of the Buffalo City Metropolitan Municipality (hereinafter referred to as the Employee).

### WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. INTRODUCTION

- 1.1. The Employer has entered into a contract of employment with the Employee. The Employer and the Employee are hereinafter referred to as "the Parties."
- 1.2. Section 57(1) (b) of the Systems Act, requires the parties to conclude an annual Performance Agreement.
- 1.3. The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.4. The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B) and 57(5) of the Systems Act.

#### 2. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to –

- 2.1. Comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act;
- 2.2. Specify objectives and targets established for the Employee and communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3. Specify accountabilities as set out in the Performance Plan (Annexure A);
- 2.4. Monitor and measure performance against set targeted outputs;
- 2.5. Use the Performance Agreement and Performance Plan as the basis for assessing whether the Employee has met the performance

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expectations applicable to the position;

- 2.6. Reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7. Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

### 3. COMMENCEMENT AND DURATION

- 3.1. This Agreement will commence on the **1 July 2014** and will remain in force until a new official appointment is made or another incumbent is appointed to act where after a new Performance Agreement, Performance Plan and Personal Development Plan shall be concluded between parties for the next financial year or any portion thereof.
- 3.2. The parties will review the provisions of this Agreement during June each year. The parties will conclude a new Performance Agreement and Performance Plan that replaces this Agreement at least once a year by not later than the beginning of each successive financial year.
- 3.3. This Agreement will terminate on the termination of the Employee's employment for any reason or period of acting as the case may be.
- 3.4. The content of this Agreement may be revised at any time during the above-mentioned period to determine the applicability of the matters agreed upon.
- 3.5. If at any time during the validity of this Agreement the work environment alters (whether as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

### 4. PERFORMANCE OBJECTIVES

- 4.1. The Performance Plan (Annexure A) sets out –
  - 4.1.1 the performance objectives and targets that must be met by the Employee; and
  - 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan, the Service Delivery and Budget

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Implementation Plan and the Budget of the Employer; and include key objectives, key performance indicators, target dates and weightings.

- 4.3 The key objectives i.e. the main tasks that need to be done, the key performance indicators i.e. the evidence that must be provided to show that a key objective has been achieved, the target dates i.e. the timeframe in which the work must be achieved and the weightings i.e. the relative importance of the key objectives to each other.
- 4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

## 5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee hereby agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer and to actively focus on the promotion and implementation of the KPAs (including special projects relevant to the Employee's responsibilities) within the local government framework.
- 5.2 The Employee hereby accepts that the purpose of the performance management system is to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 5.3 The Employer hereby agrees to consult the Employee about the specific performance standards that are included in the performance management system as applicable to the Employee.

## 6 APPLICATION OF THE PERFORMANCE MANAGEMENT SYSTEM

- 6.1 The criteria upon which the performance of the Employee is assessed consists of two components, both of which are contained in this Performance Agreement.
- 6.1.1 The Employee will be assessed against both components, with a weighting of 80 allocated to the Key Performance Areas (KPAs) and 20 to Core Competency Requirements (CCR's).
- 6.1.2 Each area of assessment will be weighted and contribute a specific value to the total score.
- 6.1.3 KPAs covering the main areas of work will account for 80% and CCR's will account for 20% of the final assessment.

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- 6.2 The Employee's assessment will be based on his performance in terms of the outputs / outcomes (performance indicators) identified in the Performance Plan (Annexure A), which are linked to the KPAs, and constitute 80% of the overall assessment result in accordance with the weightings agreed to between the Employer and the Employee and set out hereunder:

| Key Performance Areas (KPA's)                          | Weighting |
|--|-----------|
| Basic Service Delivery                                 | 10        |
| Municipal Institutional Development and Transformation | 20        |
| Local Economic Development                             | 10        |
| Municipal Financial Viability and Management           | 10        |
| Good Governance and Public Participation               | 50        |
| Total  | 100%      |

- 6.3 The CCR's make up the remaining 20% of the Employee's assessment score and those CCR's deemed to be most critical for the Employee's specific job are selected (✓) hereunder and agreed to between the Employer and Employee:

| CORE COMPETENCY REQUIREMENTS FOR EMPLOYEES (20% of Total)                                  |                        |        |
|--|------------------------|--------|
| CORE MANAGERIAL COMPETENCIES (CMC)   | ✓<br>(Indicate choice) | WEIGHT |
| Strategic Capability and leadership  | essential              | 10     |
| Programme and Project Management   | essential              | 5      |
| Financial Management   | compulsory             | 10     |
| Change Management  |                        |        |
| Knowledge Management   |                        |        |
| Service Delivery Innovation  |                        |        |
| Problem Solving and Analytical Thinking  | essential              | 5      |
| People Management and Empowerment  | compulsory             | 10     |
| Client Orientation and Customer Focus  | compulsory             | 10     |
| Communication  | essential              | 10     |
| Honesty and Integrity  |                        |        |
| CORE OCCUPATIONAL COMPETENCIES   |                        |        |
| Competence in Self Management  | essential              | 10     |
| Interpretation of and implementation within the legislative and national policy frameworks | essential              | 10     |
| Knowledge of developmental local government  |                        |        |
| Knowledge of Performance Management and Reporting  |                        |        |
| Knowledge of global and South African specific political, social and economic contexts     | essential              | 10     |
| Competence in policy conceptualization, analysis and                                       |                        |        |

|   |           |      |
|---|-----------|------|
| implementation  |           |      |
| Knowledge of more than one functional municipal field discipline                  |           |      |
| Skills in Mediation   |           |      |
| Skills in Governance  |           |      |
| Competence as required by other national line sector departments                  |           |      |
| Exceptional and dynamic creativity to improve the functioning of the municipality | essential | 10   |
| TOTAL   |           | 100% |

## 7 EVALUATING PERFORMANCE

7.1 The Performance Plan (Annexure A) attached to this Agreement sets out-

7.1.1 the standards and procedures for evaluating the Employee's performance; and

7.1.2 The intervals at which an evaluation of the Employee's performance will be performed.

7.2 Notwithstanding the agreed intervals for evaluation, the Employer may, in addition, review the Employee's performance at any reasonable time, while the contract of employment remains in force.

7.3 Personal growth and development needs identified during a performance review will be documented in a Personal Development Plan which shall also set out the actions and time frames agreed to relate thereto.

7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.

7.5 The annual performance appraisal will involve:

7.5.1 An assessment of the achievement of results as outlined in the performance plan as indicated hereunder;

(a) Each KPA will be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to *ad hoc* tasks that had to be performed under the KPA.

(b) An indicative rating on the five-point scale will be provided for each KPA based on the assessment rating calculator set out in the scorecard used whereafter the scores will be summated to calculate a final KPA score.

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- 8.3. Performance feedback based on the Employer's assessment of the Employee's performance will be provided to the Employee.
- 8.4. The Employer or the Employee will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons subject to consultation and agreement between the parties before any such change is concluded.

## 9. DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) addressing development gaps is attached as Annexure "B".

## 10. OBLIGATIONS OF THE EMPLOYER

- 10.1. The Employer shall and agrees to –
- 10.1.1. Create an enabling environment to facilitate effective performance by the Employee;
- 10.1.2. Provide access to skills development and capacity building opportunities;
- 10.1.3. Work collaboratively with the Employee to solve problems and generate solutions to common problems that may impact on the performance of the Employee;
- 10.1.4. On the request of the Employee, delegate such powers reasonably required by the Employee to enable him or her to meet the performance objectives and targets established in this Agreement; and
- 10.1.5. make available to the Employee such resources as the Employee may reasonably require from time to time to meet the performance objectives and targets established in this Agreement.

## 11. CONSULTATION

- 11.1. The Employer agrees to consult the Employee timeously where the exercising of any of the powers or decisions of the Council will have or result in, amongst others, –
- 11.1.1. A direct impact on the performance of any of the Employee's functions;

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11.1.2. Commit the Employee to implement or to give effect to a decision made by the Employer; and

11.1.3. A substantial financial impact on the Employee or on the budget under the control of the Employee.

11.2. The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

## 12. MANAGEMENT OF EVALUATION OUTCOMES

12.1. The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.

12.2. A performance bonus of between 5% to 14% of the inclusive annual remuneration package for the year under consideration may be paid to the Employee in recognition of outstanding performance.

12.4. In the case of unacceptable performance, the Employer shall—

12.4.1. provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and

12.4.2. after appropriate performance counselling, and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the Employee on grounds of unfitness or incapacity to carry out his / her duties.

## 13. DISPUTE RESOLUTION

13.1 Any disputes about the nature or content of the Employee's Performance Agreement, whether it relates to key responsibilities, priorities, methods, assessments and / or any other matter provided for, shall be mediated by –

13.1.1. The Executive Mayor, within thirty (30) days of receipt of a formal dispute from the Employee; or

13.1.2. Any other person appointed by the Executive Mayor.

13.6. In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

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**14. GENERAL**

- 14.1. The contents of this Agreement and the outcome of any review conducted in terms of Annexure A (Performance Plan) will be made available to the public by the Employer.
- 14.2. Nothing in this agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his / her Agreement of Employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at East London on the 24<sup>th</sup> day of June 2014.

**AS WITNESSES:**

1. [Signature] .....

2. [Signature] .....

[Signature]  
Employee

Thus done and signed at East London on the 25<sup>th</sup> day of June 2014.

**AS WITNESSES:**

1. [Signature] .....

2. [Signature] .....

[Signature]  
Municipal Manager

| Level | Description   |
|-------|---|
| 5     | Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance plan and maintained this in all areas of responsibility throughout the year.  |
| 4     | Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.  |
| 3     | Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.   |
| 2     | Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.   |
| 1     | Performance does not meet the standard expected for the job. The review/assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement. |

**ACTING DIRECTOR: EXECUTIVE SUPPORT SERVICES**

**MS ONDELA MAHLANGU**

| Specific Objective | Strategies | Strategy Code | Key Performance Indicator | Indicator Type | Baseline 2013/14 (To be confirmed at the end of the financial year 2013/14) | 2014/15 Target | Quarter 1 Target - Ending 30 September 2014 | Portfolio Evidence | Quarter 2 Target - Ending 31 December 2014 | Portfolio Evidence | Quarter 3 Target - Ending 30 March 2015 | Portfolio Evidence | Quarter 4 Target - Ending 30 June 2015 | Portfolio Evidence |
|--------------------|------------|---------------|---------------------------|----------------|---|----------------|---|--------------------|--|--------------------|---|--------------------|--|--------------------|
|--------------------|------------|---------------|---------------------------|----------------|---|----------------|---|--------------------|--|--------------------|---|--------------------|--|--------------------|

**1.KPA:MUNICIPAL TRANSFORMATION ORGANISATIONAL DEVELOPMENT**

|   |   |       |  |         |  |   |   |   |  |  |                 |   |  |   |
|---|---|-------|--|---------|--|---|---|---|--|--|-----------------|---|--|---|
| Capacitated and structured to enable effective and sustainable service delivery | Capacitated and structured to enable effective and sustainable service delivery         | NFR   | Verify sign off and submit performance reports together with POE Files timeously | Process | 4  | 4   | 1 | Directorate institutional scorecard and service target and performance indicators | 1  | Directorate institutional scorecard and service target and performance indicators          | 1               | Directorate institutional scorecard and service target and performance indicators | 1  | Directorate institutional scorecard and service target and performance indicators |
| BCM is well structured and capacitated to deliver on its mandate                | Implementation of the Knowledge Management Strategy                                     | GGPP2 | Number of creativity and innovation case studies documented                      | Output  | 3 Case Studies<br>Public participation, Best practices on water quality/blue drop)<br>Good practice on training of councillors on KM | 1 Case Study  |   | Terms of Reference Document   | Awarding of tender   | Letter of award  | Draft Report    | Draft Report  | 1 Case Study   | Draft Report  |
| Roll-out performance management to all task grades                              | Signed Performance Management Scorecard between staff & Supervisors up to Task Grade 15 | NFR   | 6 Monthly assessment of staff  | Process | Applicable only to section 57 employees  | Implement system from city manager to task grade 15 |   | Progress Report   | Assessment of all staff from city manager to task grade 15 | Letter of appointments of EPMDs steering committees and directorates moderating committees | Progress Report | Signed performance Scorecards for the first review                                | Assessment of all staff from city manager to task grade 15 | Reports to council and attendance reports for workshops                           |

**2.KPA:MUNICIPAL BASIC SERVICE DELIVERY AND INFRASTRUCTURE DEVELOPMENT**

|  |   |        |   |        |  |   |   |         |                     |                     |                     |                     |                     |                     |
|--|---|--------|---|--------|--|---|---|---------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| To ensure that BCM works closely with all stakeholders in delivering on the Local Government mandate | Enhance integrated planning through intergovernmental Relations | GGPP11 | Number of IGR programmes undertaken with sector departments and parastatals | Output | 4 (Home Affairs Department of Education, Dept of Human Settlements, Local Government & Trad Affairs) | 7 (3 new programmes) Specify programmes | 1 | 1 Dedee | IGR Progress Report | IGR Progress Report | IGR Progress Report | IGR Progress Report | IGR Progress Report | IGR Progress Report |
|--|---|--------|---|--------|--|---|---|---------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|

**3.KPA:LOCAL ECONOMIC DEVELOPMENT**

|   |   |       |  |       |    |                  |   |                                 |  |                                 |  |                                 |                  |                         |
|---|---|-------|--|-------|----|------------------|---|---------------------------------|--|---------------------------------|--|---------------------------------|------------------|-------------------------|
| Promote development co-operation and international relations within the metro | Enhance integrated planning through intergovernmental Relations | GGPP9 | Number of Programmes supported through existing partnerships | Input | 16 | 3 new programmes | 1 x application for a dissemination project with the City of Gawe | Approval of project application | 1 x application Nutritional Food Aid programme with Milwaukee County | Approval of project application | 1 x application for youth and entrepreneurship project with the City of Leiden | Approval of project application | 3 new programmes | Reports on all projects |
|---|---|-------|--|-------|----|------------------|---|---------------------------------|--|---------------------------------|--|---------------------------------|------------------|-------------------------|

| Specific Objective   | Strategies   | Strategy Code | Key Performance Indicator   | Indicator Type | Baseline 2013/14<br>(To be confirmed at the end of the financial year 2013/14)   | 2014/15 Target   | Quarter 1 Target - Ending 30 September 2014             | Portfolio Evidence                       | Quarter 2 Target - Ending 31 December 2014    | Portfolio Evidence                                     | Quarter 3 Target - Ending 30 March 2015                                | Portfolio Evidence   | Quarter 4 Target - Ending 30 June 2015   | Portfolio Evidence  |  |
|--|--|---------------|---|----------------|--|--|---|--|---|--|--|--|--|---|--|
| Expenditure of all grants/capital infrastructure funding for service delivery in the applicable financial year           | Accelerate implementation of grant/capital projects  | MFVM4         | % of a municipality's of capital budget actual spent on capital projects identified to a particular financial year in terms of the municipalities integrated development plan | Output         | 0.38   | >75%   | >15%  | Section 71 report                        | >30%  | Section 71 report                                      | >57  | Section 71 report  | >75  | Section 71 report   |  |
|  |  |               |   |                |  |  |   |  |   |  |  |  |  |   |  |
| <b>4.KPA: MUNICIPAL FINANCIAL VIABILITY AND MANAGEMENT</b>   |  |               |   |                |  |  |   |  |   |  |  |  |  |   |  |
| BCMIM is well structured and capacitated to deliver on its mandate   | Promoting vulnerable groups rights within the Metro (Youth Women Children HIV/AIDS and the Disabled) | GGPP4         | Number of Programmes implemented to improve conditions of vulnerable groups   | Input          | 4 programmes/initiatives in FY 13/14 - Youth skilling and capacitation programme - Launch Youth Council - Metro Aids Council - Metro Aids Council -MDG Mainstreaming Framework | 4<br>-Youth skilling and capacitation programme - Launch Youth Council - Metro Aids Council -MDG Mainstreaming Framework   | BCMIM Youth Council Induction and Capacitation          | Induction Report and Attendance Register | BCMIM MDG Mainstreaming Framework             | BCMIM MDG Mainstreaming Framework tabled at BC Council | BCMIM Bursary Fund 2015  | IO&CR Standing Committee Report - Handover BCMIM Bursary Fund 2015 | BCMIM Women's Caucus Programme   | Report on at least one activity emanating from the BCMIM Women's Caucus Programme |  |
|  | Optimise participation of communities in making processes  | GGPP5         | Number of public participation events facilitated   | Input          | 9 (IDP Rep Forum, IDP/Budget Roadshows Council Open Day Exco Outreach, Mayoral Imbizo, SOPA, SOMA, SOMA World Aids Day)  | 9<br>(IDP Rep Forum, IDP/Budget Roadshows Council Open Day Exco Outreach, Mayoral Imbizo, SOPA, SOMA, SOMA World Aids Day) | EXCO outreach   | Attendance Registers                     | Mayoral Imbizo World Aids Day                 | Attendance Registers                                   | SOPA SOPA National Budget Speech IDP/BUDGET Roadshows Council Open Day | Attendance Registers   | IDP Budget Roadshows Council Open Day National Budget Speech Exco Outreach Mayoral Imbizo SOPA, SOMA, SOMA World Aids Day) | Attendance Registers  |  |
| To ensure that BCMIM works closely with all stakeholders in delivering on the Local Government mandate                   | Enhance integrated planning through intergovernmental Relations                                      | GGPP10        | Number of International Relations Sessions held with Metro stakeholders   | Input          | 2 International Relations Sessions held with Metro stakeholders  | 4<br>IR Metro Forum Meetings per year  | 1st meeting of the BCMIM IR Metro Forum                 | Agenda Minutes and Attendance register   | 2nd meeting of the BCMIM IR Metro Forum       | Agenda Minutes and Attendance register                 | 3rd meeting of the BCMIM IR Metro Forum                                | Agenda Minutes and Attendance register                             | IR Metro Forum Meetings per year   | Agenda Minutes and Attendance register  |  |
|  | Improve communication with BCMIM communities & beyond  | GGPP12        | Number of community magazines published   | Output         | 18 (12) Buffalo City Monthly (6) Metro Voice   | 22<br>(12) Buffalo City Monthly (6) Metro Voice (4) BCM Quarterly Newsletters  | 3 BCMIM Monthly Magazines 1 Metro Voice 1 BCM Quarterly | Hard copy magazines                      | 3 BCMIM Monthly 2 Metro Voice 1 BCM Quarterly | Hard copy magazines                                    | 3 BCMIM Monthly 1 Metro Voice 1 BCM Quarterly                          | Hard Copy magazines  | (12) Buffalo City Monthly (6) Metro Voice (4) BCM Quarterly Newsletters  | hard copies   |  |
| To ensure an informed and responsible citizens that takes part in all key municipal planning and decision making process | Number of radio shows produced focusing on service delivery achievements                             | GGPP12        | Number of radio shows produced focusing on service delivery achievements  | Output         | 48 (4 per month) (Izwi lethemba FM)  | 95 (8 per month) (Izwi lethemba FM and kumkani FM)   | 12 shows  | Electronic audio and CD                  | 12 shows                                      | Electronic audio and CD                                | 12 shows   | Electronic audio and CD  | 95 (8 per month) (Izwi lethemba FM and kumkani FM)   | electronic audio and CD   |  |
|  |  |               |   |                |  |  |   |  |   |  |  |  |  |   |  |
| <b>5.KPA: GOOD GOVERNANCE AND PUBLIC PARTICIPATION</b>   |  |               |   |                |  |  |   |  |   |  |  |  |  |   |  |
| <b>MUNICIPAL MANAGER: A. FANI</b>  |  |               |   |                |  |  |   |  |   |  |  |  |  |   |  |
| <b>ACTING DIRECTOR EXECUTIVE SUPPORT SERVICES: O. MAHLANGU</b>   |  |               |   |                |  |  |   |  |   |  |  |  |  |   |  |
| SIGNATURE: _____   |  |               |   |                |  |  |   |  |   |  |  |  |  |   |  |
| DATE: 25/06/14   |  |               |   |                |  |  |   |  |   |  |  |  |  |   |  |
| SIGNATURE: _____   |  |               |   |                |  |  |   |  |   |  |  |  |  |   |  |
| DATE: 24/06/14   |  |               |   |                |  |  |   |  |   |  |  |  |  |   |  |