



sport arts culture & recreation
Department of
Sport, Arts, Culture and Recreation
FREE STATE PROVINCE

AN ADDENDUM TO A SERVICE LEVEL AGREEMENT

Between:

THE PERFORMING ARTS CENTRE OF THE FREE STATE (HEREINAFTER
REFERRED TO AS PACOFS)

AND

THE FREE STATE DEPARTMENT OF SPORTS, ARTS, CULTURE AND
RECREATION (DSACR)

AND WHEREAS DSACR undertakes to facilitate the fostering of mutually beneficial partnerships with other governmental departments and agencies, non-governmental organizations and the private sector.

AND WHEREAS the PACOFS was established inter alia to initiate specific programmes in promoting the performing arts in South Africa by presenting financially and commercially viable artistic programmes as well as facilitating events.

WHEREAS the Department of Sport, Arts, Culture and Recreation seek to promote, develop and transform the Arts, Culture and Heritage in the Free State Province.

WHEREAS the DSACR seeks to provide an enabling environment so as to stimulate the development and growth of the Arts and Culture sector.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. INTERPRETATIONS

- 1.1 This agreement and all matters ancillary hereto will be governed and interpreted in terms of the Acts, laws and legal principles applicable in the Republic of South Africa.
- 1.2 The terms and conditions of this agreement will be subject to the Public Finance Management Act, 1999 (Act 1 of 1999).

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2. PURPOSE

The purpose of the MOU is:

- 2.1 To extend the mandate given by the Department of Sport, Arts, Culture and Recreation (DSACR) to the Performing Arts Centre of the Free State (PACOFs)
- 2.2 The Department of Sport, Arts, Culture and Recreation hereby amends clause 2.1 as entailed in the original MoU / Service Level Agreement signed on the 08th February 2012, and further commissions PACOFs to:
 - 2.2.1 Produce and coordinate productions based on Matric (Grade 12) literature books (set-works), namely "*Kringe in 'n bos*", "*Nothing but the Truth*" and "*Romeo and Juliet*". This will comprise of performances at PACOFs and tours in the different districts starting in March 2012, ending in September 2012. PACOFs will coordinate all marketing and ticket sales for the productions, both at PACOFs and on tour in the districts.
 - 2.2.2 Manage and Coordinate the *Free State Arts in Schools Programme* in partnership with the Department's Community Arts Culture Centres.
 - 2.2.2.1 The *Free State Arts in Schools Programme* include the following sub-activities:
 - 2.2.2.1.1 Workshop with Teachers to prepare for implementation.
 - 2.2.2.1.2 A training programme for learners in **choral singing**, focussing on the singing of both versions of the National Anthem (Enoch Sontonga & Rainbow Nation versions).
 - 2.2.2.1.3 A training programme in **Puppetry**.
 - 2.2.2.1.4 An education enhancement programme called **Spelling BEE**.
 - 2.2.2.1.5 A training programme for learners in **drama** (acting, directing).
 - 2.2.2.1.6 A training programme for learners in **visual art and craft**.
 - 2.2.2.1.7 A training programme in **dance** (both contemporary and traditional).
 - 2.2.3 Manage and implement the *MACUFE Aftercare Programme* which shall be the premier development programme for artists identified through the MACUFE 2011 Auditions.
 - 2.2.3.1 The MACUFE Aftercare Programme shall entail developing and giving workshops to scriptwriters, theatre directors, actors, poets, dancers and musicians.
 - 2.2.3.2 One of the key activities of development will be the *MACUFE Battle of the Bands*, aimed at developing musicians. The best of these bands shall be provided an opportunity to record their demo CDs at the PACOFs recording studios.
 - 2.2.3.3 Actors developed through the programme shall feature in productions to be scheduled in the PACOFs Artistic Programme and at the National Arts Festival in Grahamstown.

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2.3 **Total funds available for the above programmes are as follows:**

2.3.1 Two million seven hundred and ten thousand rands (**R2.710m**) for the **Matric Set-works Productions.**

2.3.2 One million seven hundred and fifty thousand rands (**R1.750m**) for the **MACUFE Aftercare Programme.** This excludes the R1.9million already transferred to PACOFS.

2.3.3 Two million five hundred and fifty thousand rands (**R2.550m**) for the **Free State Arts in Schools Programme.**

2.3.4 **The total additional funds available are seven million and ten thousand rand only (R 7.010m). This brings the grand total to eight million nine hundred and ten thousand (R 8.910 m).**

2.4 PACOFS shall retain the revenue raised through ticket sales at PACOFS theatres and on tour to be invested in the district tours of the productions mentioned in clause 2.2.2 and 2.2.3.3 and for any other purpose as the Department may determine.

3. COMMENCEMENT AND DURATION

3.1 The agreement commences on the signing of the SLA.

3.2 The agreement shall run for a period of one (1) year.

3.3 Notwithstanding clause 3.1 above, the parties shall review the progress on each programme agreed upon by both parties on a monthly basis, based on a monthly written report by PACOFS.

4. RESPONSIBILITIES OF PACOFS

4.1 PACOFS shall through the CEO / COO / CFO and the Development Manager provide the department with full monthly and annual reports on the agreement.

4.2 PACOFS shall manage the process of contracting and making relevant payments to artistic teams involved in the development programme and in the creation of all productions.

4.3 PACOFS shall provide its in-house services to record demo CDs and to provide technical assistance to the projects as stipulated in this agreement.

4.2. PACOFS shall use the money for ONLY the purpose of the development programme as stipulated in the entire clause 2 of the service level agreement.

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5. RESPONSIBILITIES OF DSACR

- 5.1 DSACR shall through the office of the Chief Director receive full monthly and annual reports on the agreement as submitted by PACOFS.
- 5.2 DSACR shall make all funds available to PACOFS through a funds transfer, to be effected within **10 days** of signing of the MoU and submission of an invoice by PACOFS.
- 5.3 DSACR shall make its district based facilities (i.e. Community Arts Centres) available to support house development programmes in the different districts.

6. COOPERATION AND GOOD FAITH

The parties undertake:

To exhibit the utmost good faith to the other in giving effect to the terms and conditions of this agreement;

7. BREACH OF THE SERVICE LEVEL AGREEMENT

The parties agree that any breach of its obligation as stipulated from this Memorandum of understanding and failing to remedy such breach within 7(Seven) days of written notice from other party requiring it to do so, the other party, without prejudice to any of its legal rights shall use/seek relief from the court of a competent jurisdiction.

8. TERMINATION

A party may terminate the Agreement based on breach of contract and/or any other serious matters that warrant termination of this Agreement. The party terminating this Agreement will be obliged to give thirty (30) days written notice to the other party and also stating the reasons for termination.

9. DOMICILLIUM AND NOTICE

The parties choose domicilium citandi e.t. executandi for giving any notice, the service of any process and for any other purpose arising from the service level agreement at their respective addresses.

PACOFS
12 First Avenue
Westdene
Bloemfontein
9301

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FREE STATE DEPARTMENT OF SPORT, ARTS, CULTURE &
RECREATION (DSACR)
Business Partners Building
C/o East Burger & Henry Street
Bloemfontein
9301

PERFORMING ARTS CENTER OF THE FREE STATE

Signed at BLOEMFONTEIN on this 19th day of MARCH 2012

[Signature]
Representing PACOFS

Designation: CFO

Witness [Signature]

PACOFS Address:
12 First Avenue
Westdene
Bloemfontein
9301

FREE STATE DEPARTMENT OF SPORT, ARTS, CULTURE AND RECREATION

Signed at BLOEMFONTEIN on this 19TH day of MARCH 2012 [Signature]

[Signature]
Representing DSACR

Designation: HOD

Witness: [Signature]

DSACR Address:
Free State Department of Sports, Arts, Culture and Recreation (DSACR)
Business Partners Building
C/o East Burger & Henry Street
Bloemfontein
9301