

PERFORMANCE AGREEMENT 2023/24 FINANCIAL YEAR

Made and Entered into by and between

THE DIPALESENG LOCAL MUNICIPALITY

Herein represented by

Ms KHETHIWE BRENDA MOEKETSI

In her capacity as duly appointed as **EXECUTIVE MAYOR**of the Dipaleseng Local Municipality

Herein after referred to as the "Employer"

And

LWAZI CINDI

In his Capacity as the

MUNICIPAL MANAGER

OF THE DIPALESENG LOCAL MUNICIPALITY

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OF THE DIPALESENG LOCAL MUNICIPALITY

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DEFINITIONS

"The ACT" shall mean the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000

CCR Core Competency Requirements

IDP Integrated Development Plan

KPA Key Performance Area

KPI Key Performance Indicator

MFMA Municipal Finance Management Act

REGULATIONS - shall mean the Local Government: Municipal Systems Act

Performance Regulations for Municipal managers and Managers

directly accountable to Municipal Managers, 2006

FINANCIAL YEAR - refers to the 12 months period which the organisation determines as

its budget year.

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1. INTRODUCTION

1.1 This performance contract is between Mr. LWAZI CINDI as the MUNICIPAL MANGER, and MS KHETHIWE BRENDA MOEKETSI in her capacity as the Executive Mayor within the provisions of the delegated powers as stipulated by Council. The contract is for the 2023/24 financial year only. The expected performance reflected in this contract is based on the reviewed Integrated Development Plan (IDP) 2023/24, the Service Delivery and Budget Implementation Plan (SDBIP) 2023/24; the afore-mentioned documents have been adopted as working documents of Dipaleseng Local Municipality and therefore, shall be the basis of performance assessment.

2. PURPOSE OF AGREEMENT

The purpose of this agreement is to:-

- 2.1 Comply with the provisions of Sections 57(1) (b), (4A), (4B) and (5) of the Act as well as the employment contract entered into by and between the parties;
- 2.2 Specify objectives and targets defined and agreed to with the employee and to communicate to the employee the employer's expectations of the employee's performance and accountabilities in alignment with the Dipaleseng Local Municipalities Strategic priorities, Integrated Development Plan (IDP), Service Delivery and Budget Implementation Plan (SDBIP) and the Budget of the Municipality;
- 2.3 Specify accountabilities as set out in a performance plan, which forms an annexure to the performance agreement;
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the performance agreement as the basis for assessing whether the employee has met the performance expectations applicable to their job;
- 2.6 In the event of outstanding performance, to appropriately reward the employee; and;
- 2.7 Give effect to the employer's commitment to a performance-orientated relationship with its employee in attaining equitable and improved service delivery.

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3. STRATEGIC OBJECTIVE

The Municipal Manager has the overall responsibility of ensuring that he shall be, subject to the policy directives of the Council of the Municipality, responsible and accountable for administratively being in charge of the service delivery programmes within the 2023/24 budget, asset management, supply chain management, financial management and review, and any other functions as may be delegated to him by the Executive Mayor.

4. COMMENCEMENT AND DURATION

- 4.1 This Agreement shall commence on **the 1**st **July 2023** and will remain in force until **30**th **June 2024** or until a new Performance Agreement, Performance Plan and Personal Development Plan is concluded between the parties for the ensuing financial year or part thereof.
- 4.2 The parties will review the provisions of this Agreement during June each year and will conclude not later than 31st July of each ensuing financial year a new Performance Agreement, Performance Plan and Personal Development Plan that replaces this Agreement.
- 4.3 This Agreement will terminate on the termination of the employment contract entered into by and between the parties for whatever reason.
- 4.4 The parties agree that the contents of the agreement may be revised at any time during the duration thereof with the purpose to determine the applicability thereof.
- 4.5 If at any time during the validity of the agreement the work environment alters to the extent that the contents of the agreement are no longer appropriate, the contents must by mutual agreement between the parties, immediately be revised.

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5. PERFORMANCE OBJECTIVES

- 5.1 The Performance Plan Annexure "A" sets out:
 - 5.1.1 The performance objectives and targets that must be met by the Employee and;
 - 5.1.2 The time frames within which those performance objectives and targets must be met.
- 5.2 The performance objectives and targets reflected in **Annexure "A"** are set by the Employer in consultation with the Employee, and are based on the IDP, SDBIP and Budget of the Employer and shall include the following:
 - 5.2.1 The key objectives that describe the main tasks that need to be done;
 - 5.2.2 The key performance indicators and means of verification that provide the details of the evidence that must be provided to show that a key objective has been achieved;
 - 5.2.3 The target dates that describe the timeframes in which the work must be achieved;
 - 5.2.4 The weightings showing the relative importance of the key objectives to each other.
- 5.3 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 5.4 The Employer will make available to the Employee such employees as the Employee may reasonably require from time to time to assist them to meet the performance objectives and targets established in terms of this Agreement; provided that it will at all times remain the responsibility of the Employee to ensure that they comply with those performance obligations and targets.
- 5.5 The Employee will at their request be delegated such powers by the Employer as may in the discretion of the Employer be reasonably required from time to time to enable them to meet the performance objectives and targets established in terms of this Agreement.
- 5.6 The Employee acknowledges the fact that the Employer is entitled to review and make reasonable changes to the provisions of *Annexure "A"* from time to time for operational reasons. The Employer agrees that the Employee will be fully consulted before any such change is made.

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5.7 The provisions of **Annexure "A"** may be amended by the Employer when the Employer's performance management system is adopted, implemented and/or amended as the case may be.

6. PERFORMANCE MANAGEMENT SYSTEM

- 6.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the municipality, management and municipal staff of the municipality.
- 6.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the municipality, management and municipal staff to perform to the standards required.
- 6.3 The Employer shall consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.
- 6.4 The Employee undertakes to actively focus towards the promotion and implementation of the Key Performance Areas (KPA's) (including special projects relevant to the Employee's responsibilities) within the local government framework.
- 6.5 The criteria upon which the performance of the **Employee** must be assessed consist of two components, both of which must be contained in the performance agreement-
 - 6.5.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPA's) and the Core Competency Requirements (CCR's), respectively.
 - 6.5.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
 - 6.5.3 KPA's covering the main areas of work will account for eighty percent (80%) and CCR's will account for twenty percent (20%) of the final assessment.
- 6.6 The Employee's assessment will be based on their performance in terms of the outputs/outcomes (performance indicators) identified as per the performance plan which are linked to the KPA's, which constitute eighty percent (80%) of the overall assessment result as per the weightings agreed to between the Employer and Employee.

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KPA	KEY PERFORMANCE AREAS (KPA'S)	WEIGHTING
1.	Basic Service Delivery	
2.	Municipal Financial Viability and Management	10%
3.	Municipal Institutional Development and Transformation	10%
4.	Good Governance and Public Participation	10%
5.	Local Economic Development (LED)	10%
6.	Spatial Rationale	10%
TOTAL		100%

- 6.7 The key performance areas related to the functional area of Employee shall be subject to negotiation between the Employer and the Employee.
- 6.8 The CCRs will make up the other 20% of the **Employee's** assessment score as follows:

	MANAG	EQUIREMENTS FOR EMPLOYEES (CCR's) ERIAL COMPETENCIES	WEIGHT
NO.	Competency		
1.		Proficiency Statement	Weight (%)
	Leadership	Skills to be able to provide a vision, set the direction for the municipality or department and inspire others in order to deliver on the municipality's mandate and strategic priorities	10%
3.	Programme and Project Management	monitor and evaluate specific activities in order to ensure that policies are implemented and that local government objectives are achieved.	5%
	Financial Management	Skills required managing projects and /or programmes in the department within the constraints of a budget. This includes being able to plan a budget at the beginning of the financial year, controlling costs throughout the year by allocating resources appropriately and understanding and anticipating the impact of other departments on own budget and adopting where necessary	5%
4.	Change Management	Skills to initiate and support municipal transformation and change in order to implement new initiatives successfully and deliver on service delivery commitments	5%
5.	Knowledge Management	rnis includes the working knowledge of Council regulations, by-laws and policies, National, Provincial and Local Government structures and applicable legislation	5%
6.	Service delivery Innovation	This is about resolving to work well to achieve a high standard by trying to improve on the way things are done and by working towards achieving the work objectives. It is also about putting plans into action, meeting deadlines,	5%

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		taking initiative and solving problems to make sure that things get done. Employees do not wait to be told to do something but rather are encouraged to use their initiative to make sure that things get done accurately and efficiently	
7	Analysis	Be able to systematically identify, analyse and resolve existing and anticipated problems in order to reach optimum solutions in a timely manner	5%
9.	Diversity and empowerment	Skills to manager and encourage people, optimise their outputs and effectively manage relationships. This includes holding regular meetings with her / his team so that information can be shared and so that the team is aware of decisions that may affect them. It is also involves distributing workloads so that individuals' skills are used appropriately and so that the work is evenly spread, making sure that the team has the necessary tools and resources in order to do their work and motivating the team so that they are committed to achieving the goals of the department and ultimately the municipality	5%
	Client Orientation and Customer focus	Whether providing a service to an internal or external customer, this means trying to determine the needs of the customer and then meeting those needs. At minimum employees are required to react to queries, keeping promises, being hones in all their dealings, adhering to policies, procedures and delegations, keeping the client up to date, being friendly and helpful at solving problems quickly and without argument. Ideally managers are required to be proactive by trying to understand needs of the customer and providing an appropriate service based on these underlying needs	5%
	Communication	Skills to be able to exchange information and ideas in a clear and concise manner appropriate for the audience in order to explain, persuade, convince and influence others to achieve the desired outcomes	5%
11.	Accountability, Ethical Conduct, Honesty and Integrity	Must be able to display and build the highest standards of ethical and moral conduct in order to promote confidence and trust in the	10%
ORE	OCCUPATIONAL COMPE	municipality TENCIES	
12.	Policy conceptualization and implementation		5%
13.	Mediation skills		5%
	Advanced negotiation skills		5%
15.	Advanced influencing skills		5%
16. 1	Partnership and		5%
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2.10.000.7000.7000		100%
TOTAL	PERCENTAGE	
18.	Diversity Management	5%
17.	Supply Chain Management	7,5%
	Stakeholder Relations	

7. EVALUATING PERFORMANCE

- 7.1 Annexure "A" to this Agreement sets out:
 - 7.1.1 The standards and procedures for evaluating the **Employee's** performance; and
 - 7.1.2 The intervals for the evaluation of the **Employee's** performance.
- 7.2 Despite the establishment of agreed intervals for evaluation, the Employer may, in addition, review the Employee's performance at any stage while the contract of employment remains in force.
- 7.3 Personal growth and development needs identified during any performance review discussion must be documented in a **Personal Development Plan (PDP)**, **Annexure** "B" as well as the actions.
- 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 must involve:
 - 7.5.1 Assessment of the achievement of results as outlined in the performance plan-
 - (i) Each KPA should 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.
 - (ii) An indicative rating on the five-point scale should be provided for each KPA.
 - (iii) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

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7.5.2 Assessment of the CCRs-

- (i) Each CCR should be assessed according to the extent to which the specified standards have been met.
- (ii) An indicative rating on the five-point scale should be provided for each CCR
- (iii) This rating should be multiplied by the weighting given to each CCR during the contracting process, to provide a score.
- (iv) The applicable assessment-rating calculator must then be used to add the scores and calculate a final CCR score.
- 7.5.3 Overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.
- 7.6 The assessment of the performance of the **Employee** will be based on the following rating scale for KPA's and CCR's:

LEVEL	TERMINOLOGY	DESCRIPTION	RA	ATIN	IG		
<i>E</i>	0.11		1	2	3	4	5
5	Outstanding Performance	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 significantly above expectations	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	Fully effective	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.					
	Performance not fully effective	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					

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		the PA and Performance Plan	
1	Unacceptable Performance	Performance does not meet the standard performance 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.	

- 7.7 For purposes of evaluating the annual performance of the Employee an evaluation panel constituted of the following persons must be established-
 - 7.7.1 Municipal Manager
 - 7.7.2 Chairperson of the Performance Audit Committee or the Chairperson or designated performance management specialist of the audit committee in the absence of a performance audit committee;
 - 7.7.3 Member of the Mayoral or Executive Committee
 - 7.7.4 Municipal Manager from another municipality.
 - 7.7.5 Member of a ward committee as nominated by the Executive Mayor

The Executive Director and / or manager responsible for human resources of the municipality must provide secretariat services to the evaluation panels.

8. SCHEDULE FOR PERFORMANCE REVIEWS

8.1 The performance of the Employee in relation to their performance agreement shall be reviewed on the following dates with the understanding that reviews in the first and third quarter may be verbal if performance is satisfactory:

QUARTER	PERIOD	REVIEW DATE
1	July - September	Before end of October 2023
2	October - December	Before end of February 2024 (Midyean Review)
3	January - March	Before end of April 2024
4	April- June	Before end of September 2024

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- 8.2 The Employer shall keep a record of the mid-year review and annual assessment meetings.
- 8.3 Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 8.4 The Employer will be entitled to review and make reasonable changes to the provisions of the performance plan from time to time for operational reasons on agreement between both parties.
- 8.5 The Employer may amend the provisions of the performance plan whenever the performance management system is adopted, implemented and/or amended as the case may be on agreement between both parties.

9. DEVELOPMENTAL REQUIREMENTS

9.1 A Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure "B" and shall form part of this agreement.

10. OBLIGATIONS OF THE EMPLOYER

- 10.1 The Employer shall:
 - 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 them to meet the performance objectives and targets established in terms of the agreement; and
 - 10.1.5 Make available to the employee such resources as the Employee may reasonably require from time to time assisting them to meet the performance objectives and targets established in terms of the agreement.

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11. CONSULTATION

- 11.1 The Employer agrees to consult the Employee timeously where the exercising of the Employee powers will have amongst others—
 - 11.1.1 a direct effect on the performance of any of the Employee's functions;
 - 11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer;
 - 11.1.3 A substantial financial effect on the Municipality.
- 11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 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 shall form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus ranging from five percent (5%) to fourteen percent (14%)of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance, subject thereto that, in determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that-
 - 12.2.1 a score of one hundred and thirty percent (130%) to one hundred and forty nine percent (149%) is awarded a performance bonus ranging from five percent (5%) to nine percent (9%); and
 - 12.2.2 A score of one hundred and fifty percent (150%) and above is awarded a performance bonus ranging from ten percent (10%) to fourteen percent (14%).

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12.3 The performance bonus referred to in 12.2 here above is payable annually and constituted as follows:

SCORE	BONUS %
130 -133	5
134 -137	6
138-141	7
142 -145	8
146 -149	9
150 -153	
154 -157	10
158 – 161	11
162 – 165	12
166 – 167	13
107	14

- 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 their performance; and
 - 12.4.2 After appropriate performance counselling and having provided the necessary guidance and/or support and reasonable time for improvement in performance, and performance does not improve, the employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out their duties.

13. PERFORMANCE BONUS

In accordance with Regulation 805, section 32, a performance bonus, based on affordability, may be paid to the employee, after

- 13.1 the annual report for the financial year under review has been tabled and adopted by the municipal Council;
- 13.2 an evaluation of performance in accordance with the provisions of section 7; and
- 13.3 approval of such evaluation by the municipal Council, as a reward for outstanding performance.

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14. DISPUTE RESOLUTION

14.1 DISPUTE ON PERFORMANCE AGREEMENT

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

- (a) In the case of the municipal manager, the MEC for local government in the Province within thirty (30) days of receipt of a formal dispute from the employee or any other person designated by the MEC; and
- (b) In the case of managers directly accountable to the municipal manager, the executive mayor within thirty (30) days of receipt of a formal dispute from the employee whose decision shall be final and binding on both Parties.

14.2 DISPUTE ON OUTCOME OF PERFORMANCE EVALUATION

Any disputes about the nature of the Performance Evaluation, whether it relates to key responsibilities, priorities, methods of assessment and /or any other matter provided for, shall be mediated by –

- (a) In the case of the municipal manager, the MEC for local government in the Province within thirty (30) days of receipt of a formal dispute from the employee or any other person designated by the MEC; and
- (b) In the case of managers directly accountable to the municipal manager a member of the Municipal Council provided that such member was not part of the evaluation panel provided for in Regulation 805 section 27(4) (e) within thirty (30) days of receipt of a formal dispute from the employee; whose decision shall be final and binding on both Parties.

15. GENERAL

- 15.1 The contents of the Agreement must be made available to the public by the Employer in accordance with the MFMA, 2003 and section 46 of the Act.
- 15.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Employee in terms of his contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.
- 15.3 The performance assessment results of the Employee shall be submitted to the Council within fourteen (14) days after the conclusion of the assessment.

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THUS DONE AND SIGNED AT BALFOUR ON THIS OF DAY OF 12023. 1. NAME AND SURNAME WAZI CINDI MUNICIPAL MANAGER 2. NAME AND SURNAME WITNESSES: NO 1 THUS DONE AND SIGNED AT BALFOUR ON THIS 3rd DAY OF NAME AND SURNAME HON: KHETHIWE BRENDA MOEKETSI 4. NAME AND SURNAME

WITNESSESS: NO 2

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9. DEPARTMENTAL SCORECARDS FOR 2023/2024 FINANCIAL YEAR

9.1. Key Performance Area 1: Municipal Manager's Office: Municipal Transformation and Good Governance

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Performance			Submission of	Departmental					1	1			
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GOAL OBJECTIVE	CHARGIES	<u> </u>	MEASIDERAFART	BUDGET	BASELINE	ANNUAL	ō	APTED	OLIARTERI V TABOLTO	1	
		to Council hy	MENSONEMEN			TARGET	ō	02	O S	200	PORTFOLIO OF
		25 January 2024							9	5	EVIDENCE
Improved	Convene ward committee meeting	Number of ward committee meetings held by 30 June 2024	*	Opex	52	12	9	60	es es	т	Minutes, attendance register and quarlerly reports
Responsiveness		Number of meetings held between Mayor, Speaker and Municipal Manger	#	Opex	4	4	-	-	-	-	Minutes, attendance register and quarterly reports
	Based 3 Year	Risk based 3				1	1				
	Rolling Plan	year rolling plan developed by 30 June 2024	*	Opex	-	-	0	0	0	-	3 Year Rolling Internal Audit Plan Document
	Develop an Internal Audit Annual Plan	Internal Audit Annual Plan developed by 30 June 2024	*	Opex	-	-	0	0	0	-	Annual Internal Audit Plan
	Implementation of the Internal Audit Annual Plan	Number of internal audit assignment conducted by	#	xado	ω	4	m	6	4	4	Internal Audit
Opinion	Review Internal	Internal Audit		1	1	1	1				
	-	Charter reviewed by 30 June 2024	*	Opex	-	-	0	0	0	-	Updated Internal Audit Charter Document and Audit and
	Review Internal	Internal Audit			1	1	+	+	1	. ~	Minutes
	dology	Methodology reviewed by 30 June 2024	*	opex	-	+	0	0	0	- ADAC	Updated Internal Audit Methodology Document and Audit and
	=	Audit and					+	1	1	a ≥	Performance Minutes
	Performance	Committee	#	Opex	-	-	-	0	0	0 9 4	Approved Audit and Performance

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2	GOAL OBJECTIVE	STORE	5	MEASUREMENT	BUDGET	BASELINE	ANNOAL	Ö	QUARTERLY TARGETS	Y TARG	ETS	POPTEO! IO OF
		Conduct					TARGET	ğ	Q2	93	Q4	EVIDENCE
		Strategic Risk Assessment and Identification workshop by 30 June 2024		*	Opex	0	-	0	0	+	0	Updated Risk Register
			Develop and Review Operational Risk registers 30 June 2024	**	Opex	0	-	0	0	0	0	Operational Risk Assessment Report
		Conduct Operational Risk Assessment and Identification workshop by 30	Review Ethics, Fraud Corruption Risk Register for 2023/24 Financial Year by June 2024	#	Opex	0	-	0	0	0	0	Ethics, Fraud and Corruption Risk Register
		June 2024	Review Ethics, Fraud and Corruption Risk Register for 2023/24 Financial Year	*	орех	0	-	0	0	0	0	ICT Risk Register
	3 0	Monitoring risks and implementation of Mitigating strategies	Number of extreme and high risks reduced to medium risk.	#	Opex	0	2	-	-	-	8	Monitoring report
			Risk Management, Ethics, Anti- Fraud and Anti- Corruption awareness workshop conducted by	**	Opex	0	-	0	0	0	-	Attendance registers, emais, or newsletter articles
	E £	Improvement of the Audit	Percentage of resolved AG	%	Opex		100%	100%	100%	100%	100% Ir	Internal Audit

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T Q1 Q2 Q3 Q4 EVIDENCE	Risk reports	1 1 1 1 1	
ANNUAL	1	4	# OF KPIS
BASELINE		4	TOTAL QUARTERLY NETS
BUDGET		Opex	
UNIT OF MEASUREMENT		#	
KPI	findings by 30 June 2024	Number of risks mitigated by 30 June	2024
STRATEGIES	Opinian	Mitigate Risks	
STRATEGIC	OBJECTIVE		
STRATEGIC	GOAL		

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