



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

Vol. 677

12 November 2021  
November

No. 45452

**PART 1 OF 2**

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ISSN 1682-5845



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**No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.**

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government  
printing

Department:  
Government Printing Works  
REPUBLIC OF SOUTH AFRICA

## HIGH ALERT: SCAM WARNING!!!

### TO ALL SUPPLIERS AND SERVICE PROVIDERS OF THE GOVERNMENT PRINTING WORKS

It has come to the attention of the *GOVERNMENT PRINTING WORKS* that there are certain unscrupulous companies and individuals who are defrauding unsuspecting businesses disguised as representatives of the *Government Printing Works (GPW)*.

The scam involves the fraudsters using the letterhead of *GPW* to send out fake tender bids to companies and requests to supply equipment and goods.

Although the contact person's name on the letter may be of an existing official, the contact details on the letter are not the same as the *Government Printing Works*. When searching on the Internet for the address of the company that has sent the fake tender document, the address does not exist.

The banking details are in a private name and not company name. Government will never ask you to deposit any funds for any business transaction. *GPW* has alerted the relevant law enforcement authorities to investigate this scam to protect legitimate businesses as well as the name of the organisation.

Example of e-mails these fraudsters are using:

[PROCUREMENT@GPW-GOV.ORG](mailto:PROCUREMENT@GPW-GOV.ORG)

Should you suspect that you are a victim of a scam, you must urgently contact the police and inform the *GPW*.

*GPW* has an official email with the domain as [@gpw.gov.za](mailto:@gpw.gov.za)

Government e-mails DO NOT have org in their e-mail addresses. All of these fraudsters also use the same or very similar telephone numbers. Although such number with an area code 012 looks like a landline, it is not fixed to any property.

*GPW* will never send you an e-mail asking you to supply equipment and goods without a purchase/order number. *GPW* does not procure goods for another level of Government. The organisation will not be liable for actions that result in companies or individuals being resultant victims of such a scam.

*Government Printing Works* gives businesses the opportunity to supply goods and services through RFQ / Tendering process. In order to be eligible to bid to provide goods and services, suppliers must be registered on the National Treasury's Central Supplier Database (CSD). To be registered, they must meet all current legislative requirements (e.g. have a valid tax clearance certificate and be in good standing with the South African Revenue Services - SARS).

The tender process is managed through the Supply Chain Management (SCM) system of the department. SCM is highly regulated to minimise the risk of fraud, and to meet objectives which include value for money, open and effective competition, equitability, accountability, fair dealing, transparency and an ethical approach. Relevant legislation, regulations, policies, guidelines and instructions can be found on the tender's website.

## Fake Tenders

National Treasury's CSD has launched the Government Order Scam campaign to combat fraudulent requests for quotes (RFQs). Such fraudulent requests have resulted in innocent companies losing money. We work hard at preventing and fighting fraud, but criminal activity is always a risk.

### How tender scams work

There are many types of tender scams. Here are some of the more frequent scenarios:

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss.

OR

Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question.

Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process.

Protect yourself from being scammed

- If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.
- Compare tender details with those that appear in the Tender Bulletin, available online at [www.gpwonline.co.za](http://www.gpwonline.co.za)
- Make sure you familiarise yourself with how government procures goods and services. Visit the tender website for more information on how to tender.
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department in question to ask whether this is in fact correct.

Any incidents of corruption, fraud, theft and misuse of government property in the *Government Printing Works* can be reported to:

Supply Chain Management: Ms. Anna Marie Du Toit, Tel. (012) 748 6292.  
Email: [Annamarie.DuToit@gpw.gov.za](mailto:Annamarie.DuToit@gpw.gov.za)

Marketing and Stakeholder Relations: Ms Bonakele Mbhele, at Tel. (012) 748 6193.  
Email: [Bonakele.Mbhele@gpw.gov.za](mailto:Bonakele.Mbhele@gpw.gov.za)

Security Services: Mr Daniel Legoabe, at tel. (012) 748 6176.  
Email: [Daniel.Legoabe@gpw.gov.za](mailto:Daniel.Legoabe@gpw.gov.za)

# Closing times for **ORDINARY WEEKLY** **2021** **GOVERNMENT GAZETTE**

The closing time is **15:00** sharp on the following days:

- **24 December 2020**, Thursday for the issue of Thursday **31 December 2020**
- **31 December 2020**, Thursday for the issue of Friday **08 January 2021**
- **08 January**, Friday for the issue of Friday **15 January 2021**
- **15 January**, Friday for the issue of Friday **22 January 2021**
- **22 January**, Friday for the issue of Friday **29 January 2021**
- **29 January**, Friday for the issue of Friday **05 February 2021**
- **05 February**, Friday for the issue of Friday **12 February 2021**
- **12 February**, Friday for the issue of Friday **19 February 2021**
- **19 February**, Friday for the issue of Friday **26 February 2021**
- **26 February**, Friday for the issue of Friday **05 March 2021**
- **05 March**, Friday for the issue of Friday **12 March 2021**
- **12 March**, Friday for the issue of Friday **19 March 2021**
- **18 March**, Thursday for the issue of Friday **26 March 2021**
- **25 March**, Thursday for the issue of Thursday **01 April 2021**
- **31 March**, Wednesday for the issue of Friday **09 April 2021**
- **09 April**, Friday for the issue of Friday **16 April 2021**
- **16 April**, Friday for the issue of Friday **23 April 2021**
- **22 April**, Thursday for the issue of Friday **30 April 2021**
- **30 April**, Friday for the issue of Friday **07 May 2021**
- **07 May**, Friday for the issue of Friday **14 May 2021**
- **14 May**, Friday for the issue of Friday **21 May 2021**
- **21 May**, Friday for the issue of Friday **28 May 2021**
- **28 May**, Friday for the issue of Friday **04 June 2021**
- **04 June**, Friday for the issue of Friday **11 June 2021**
- **10 June**, Thursday for the issue of Friday **18 June 2021**
- **18 June**, Friday for the issue of Friday **25 June 2021**
- **25 June**, Friday for the issue of Friday **02 July 2021**
- **02 July**, Friday for the issue of Friday **09 July 2021**
- **09 July**, Friday for the issue of Friday **16 July 2021**
- **16 July**, Friday for the issue of Friday **23 July 2021**
- **23 July**, Friday for the issue of Friday **30 July 2021**
- **30 July**, Friday for the issue of Friday **06 August 2021**
- **05 August**, Thursday for the issue of Friday **13 August 2021**
- **13 August**, Friday for the issue of Friday **20 August 2021**
- **20 August**, Friday for the issue of Friday **27 August 2021**
- **27 August**, Friday for the issue of Friday **03 September 2021**
- **03 September**, Friday for the issue of Friday **10 September 2021**
- **10 September**, Friday for the issue of Friday **17 September 2021**
- **16 September**, Thursday for the issue of Thursday **23 September 2021**
- **23 September**, Thursday for the issue of Friday **01 October 2021**
- **01 October**, Friday for the issue of Friday **08 October 2021**
- **08 October**, Friday for the issue of Friday **15 October 2021**
- **15 October**, Friday for the issue of Friday **22 October 2021**
- **22 October**, Friday for the issue of Friday **29 October 2021**
- **29 October**, Friday for the issue of Friday **05 November 2021**
- **05 November**, Friday for the issue of Friday **12 November 2021**
- **12 November**, Friday for the issue of Friday **19 November 2021**
- **19 November**, Friday for the issue of Friday **26 November 2021**
- **26 November**, Friday for the issue of Friday **03 December 2021**
- **03 December**, Friday for the issue of Friday **10 December 2021**
- **09 December**, Thursday for the issue of Friday **17 December 2021**
- **17 December**, Friday for the issue of Friday **24 December 2021**
- **23 December**, Thursday for the issue of Friday **31 December 2021**

# LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

**COMMENCEMENT: 1 APRIL 2018**

## NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1008.80 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	252.20
Ordinary National, Provincial	2/4 - Half Page	504.40
Ordinary National, Provincial	3/4 - Three Quarter Page	756.60
Ordinary National, Provincial	4/4 - Full Page	1008.80

## EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3026.32** per page.

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works (GPW)** has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe Forms*. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

### CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website [www.gpwonline.co.za](http://www.gpwonline.co.za)

All re-submissions will be subject to the standard cut-off times.

**All notices received after the closing time will be rejected.**

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Petrol Price Gazette	Monthly	Tuesday before 1st Wednesday of the month	One day before publication	1 working day prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00 for next Friday	3 working days prior to publication
Unclaimed Monies (Justice, Labour or Lawyers)	January / September 2 per year	Last Friday	One week before publication	3 working days prior to publication
Parliament (Acts, White Paper, Green Paper)	As required	Any day of the week	None	3 working days prior to publication
Manuals	Bi- Monthly	2nd and last Thursday of the month	One week before publication	3 working days prior to publication
State of Budget (National Treasury)	Monthly	30th or last Friday of the month	One week before publication	3 working days prior to publication
<i>Extraordinary Gazettes</i>	As required	Any day of the week	<i>Before 10h00 on publication date</i>	<i>Before 10h00 on publication date</i>
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 working days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 working days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days <b>after</b> submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 working days prior to publication
North West	Weekly	Tuesday	One week before publication	3 working days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 working days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 working days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 working days prior to publication

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 working days <b>after</b> submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days <b>after</b> submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 working days <b>after</b> submission deadline
Mpumalanga Liquor License Gazette	Bi-Monthly	Second & Fourth Friday	One week before publication	3 working days prior to publication

### EXTRAORDINARY GAZETTES

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

### NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website [www.gpwonline.co.za](http://www.gpwonline.co.za).
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to [submit.egazette@gpw.gov.za](mailto:submit.egazette@gpw.gov.za). The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
  - 8.1. Each of the following documents must be attached to the email as a separate attachment:
    - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
      - 8.1.1.1. For National *Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
      - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
    - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice. (*Please see Quotation section below for further details*)
    - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
    - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (*Please see the Copy Section below, for the specifications*).
    - 8.1.5. Any additional notice information if applicable.



**GOVERNMENT PRINTING WORKS - BUSINESS RULES**

9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
11. Notices brought to **GPW** by “walk-in” customers on electronic media can only be submitted in *Adobe* electronic form format. All “walk-in” customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

**QUOTATIONS**

13. Quotations are valid until the next tariff change.
  - 13.1. **Take note:** **GPW**'s annual tariff increase takes place on **1 April** therefore any quotations issued, accepted and submitted for publication up to **31 March** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.
14. Each quotation has a unique number.
15. Form Content notices must be emailed to the *eGazette* Contact Centre for a quotation.
  - 15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.
  - 15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.
16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS:**
  - 16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.
  - 16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.
    - 16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).
17. **APPLICABLE ONLY TO CASH CUSTOMERS:**
  - 17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.
18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).
19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.
  - 19.1. This means that **the quotation number can only be used once to make a payment.**

**GOVERNMENT PRINTING WORKS - BUSINESS RULES****COPY (SEPARATE NOTICE CONTENT DOCUMENT)**

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03
- 20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.
- The content document should contain only one notice. (You may include the different translations of the same notice in the same document).
- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:
- Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;  
Use font size: Arial or Helvetica 10pt with 11pt line spacing;
- Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;  
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

**CANCELLATIONS**

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
22. Requests for cancellation must be sent by the original sender of the notice and must be accompanied by the relevant notice reference number (N-) in the email body.

**AMENDMENTS TO NOTICES**

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

**REJECTIONS**

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)). Reasons for rejections include the following:
- 24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
- 24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
- 24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
- 24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

**GOVERNMENT PRINTING WORKS - BUSINESS RULES****APPROVAL OF NOTICES**

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

**GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY**

27. The Government Printer will assume no liability in respect of—
  - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
  - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
  - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

**LIABILITY OF ADVERTISER**

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

**CUSTOMER INQUIRIES**

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

**GPW** has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre **ONLY**.
30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

## GOVERNMENT PRINTING WORKS - BUSINESS RULES

### PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za) before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

### PROOF OF PUBLICATION

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website [www.gpwonline.co.za](http://www.gpwonline.co.za) free of charge, should a proof of publication be required.
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Private Bag X85

Pretoria

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**GPW Banking Details:**
**Bank:** ABSA Bosman Street

**Account No.:** 405 7114 016

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## GOVERNMENT NOTICES • GOEWERMENSKENNISGEWINGS

## DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

NO. 1490

12 November 2021

## WITHDRAWAL OF GOVERNMENT NOTICE NO: 136 OF 2010 IN THE GOVERNMENT GAZETTE NO: 32960 DATED 17 FEBRUARY 2010

Notice is hereby given in terms of Section 11A [4] of the Restitution of the Land Rights Act 1994 [Act 22 of 1994] as amended, that the Commissioner for Restitution of Land Rights is withdrawing the said Gazette Notice.

## RIETVELD 320 IS

Description of property	Owner of Property	Title Deed Number	Extent of Property	Bonds	Bond Holder	Other Endorsements
Portion 8	Sasol Synfuels Pty Ltd {197900273507}	T8010/2011	342.6128 ha	None	None	<ul style="list-style-type: none"> <li>• K1044/1978S</li> <li>• K123/1985S</li> <li>• K1522/1980S</li> <li>• K1813/1979S</li> <li>• K2491/1988PC</li> <li>• K2839/1990RM</li> <li>• K428/1989PC</li> <li>• K697/1994S</li> <li>• K701/1972RM</li> <li>• VA100/1989-</li> <li>• K701/72RM in favour of Botha Johannes Willem Jacobus</li> <li>• VA1331/983-K1044/78S</li> </ul>

**WITHDRAWAL OF GOVERNMENT NOTICE NO: 136 OF 2010 IN THE GOVERNMENT GAZETTE NO: 32960 DATED 17 FEBRUARY 2010**

Notice is hereby given in terms of **Section 11A [4] of the Restitution of the Land Rights Act 1994 [Act 22 of 1994]** as amended, that the **Commissioner for Restitution of Land Rights** is withdrawing the said Gazette Notice.

The Regional Land Claims Commissioner, Mpumalanga Province will investigate all the claims in terms of the provisions of the Act, any party interested in the above mentioned property is hereby invited to submit within **30 [Thirty days]** from the date of publication of this notice to submit any comments, or further information to:

**Commissioner for Restitution of Land Rights**

**Private Bag X11330**

**Nelspruit**

**1200**

**Or 30 Samora Machel Drive**

**Nelspruit**

**1200**

**Tel No: 013 756 6000**

**Fax No: 013 752 3859**



**MR L H NIAPHUTHA  
THE REGIONAL LAND CLAIMS COMMISSIONER  
MPUMALANGA PROVINCE**

**DATE:**

*2021/10/29*

## DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

NO. 1491

12 November 2021

RICHTERSVELD MUNICIPALITYNOTICEAMENDMENT OF TARIFFS  
2021/2022

Notice is hereby given in terms of section 14(1) and (2) of the Local Government: Municipal Property Rates Act, 2004; that the Council resolved by way of council resolution number RVN007/06/2021 to levy the rates on property reflected in the schedule below with effect from 1 July 2021

Electricity, refuse, water, sewerage

- Rates: Mines –	R0.036523 in the Rand
- Rates: Residential –	R0.012174 in the Rand
- Rates: Business/Industrial –	R0.016158 in the Rand
- Guest Houses	R0.014165 in the Rand
- Rates: Farms –	R0.001877 in the Rand
- Private Schools -	R0.016158 in the Rand
- Electricity –	14.59%
- Refuse –	4.9%
- Sewerage –	4.9%
- Water –	4.9%

Increased tariffs related to the above will be applicable as from the 01 July 2021.

S. C ADAMS  
MUNICIPAL MANAGER  
RICHTERSVELD MUNICIPALITY  
PRIVATE BAG X113  
PORT NOLLOTH  
8280

TEL.NR.: (027) 851 1111  
FAX NR.: (027) 851 1101

## DEPARTEMENT VAN SAMEWERKENDE REGERING EN TRADISIONELE SAKE

NO. 1491

12 November 2021

RICHTERSVELD MUNISIPALITEITKENNISGEWINGWYSING VAN TARIWE  
2021/2022

Kennis geskied hiermee ingevolge artikel 14 (1) en (2) van die Wet op Plaaslike Regering: Wet op Munisipale Eiendomsbelasting, 2004; dat die Raad besluit het, met Raadsbesluitnommer RVN007/06/2021, om die belasting op eiendom te hef in die skedule hieronder, met ingang 01 Julie 2021

Elektrisiteit, vullisverwydering, water, riool, suigtenkdienste en heffing van belasting.

- Belasting: Myne –	R0.036523 in die Rand
- Belasting: Residensieël –	R0.012174 in die Rand
- Belasting: Besigheid/Nywerheid –	R0.016158 in die Rand
- Belasting: Gastehuse-	R0.014165 in die Rand
- Belasting: Plase –	R0.001877 in die Rand
- Privaat skole -	R0.016158 in die Rand
- Elektrisiteitstariewe –	14.59%
- Vullisverwyderingstariewe	4.9%
- Riool –	4.9%
- Watertariewe te –	4.9%

Die bogenoemde wysigings sal op 1 Julie 2021 in werking tree.

S.C ADAMS  
MUNISIPALE BESTUURDER  
MUNISIPALITEIT RICHTERSVELD  
PRIVAATSAK X113  
PORT NOLLOTH  
8280

TEL NR.: (027) 851 1111  
FAKS NR.: (027) 851 1101



## DEPARTMENT OF ECONOMIC DEVELOPMENT

NO. 1492

12 November 2021

## MEMORANDUM OF UNDERSTANDING

Entered into by and between

**The Competition Commission**

(Hereinafter referred to as "the Commission")

A juristic person established in terms of Section 19 of the Competition Act, No. 89 of 1998, as amended, herein duly represented by Mr Tembinkosi Bonakele in his capacity as the Commissioner of the Competition Commission

And


**National Association of School Governing Bodies**

(Hereinafter referred to as "NASGB")

A non-profit organisation registered in terms of the Non-profit Organisation Act, No. 79 of 1997, with registration number 026-543 NPO herein represented by Matakanya Matakanya in his capacity as the General Secretary.

(Hereinafter jointly referred to as "the Parties")

Page 1 of 16

  
King Tembinkosi Bonakele  
30/03/2021 09:35:29 (UTC+02:00)  
Signed by King Tembinkosi  
Bonakele, .....

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 King Tembinkosi Bonakele  
 30/03/2021 09:35:45 (UTC+02:00)  
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**PREAMBLE**

**WHEREAS** the Commission is mandated to, *inter alia*, investigate and evaluate restrictive practices, abuse of dominant position, exemptions and mergers, as well as conducting market inquiries; and to promote the efficiency, adaptability and the development of the South African economy.

**WHEREAS** NASGB is the national representative organisation for governing bodies of public schools and has over 7000 school governing bodies as members. The organisation has established national and provincial structures to provide a service to all their members across the country. It focuses on the development of capable school governing bodies by providing independent, expert advice to its members.

**WHEREAS** NASGB's function is, *inter alia*, to assist its members with matters across the entire spectrum of school governance, including staff appointments, labour relations, strategic planning, financial management, the procurement of goods and services, as well as compliance with, *inter alia*, the Competition Act, No. 89 of 1998, as amended ("the Competition Act")

**AND WHEREAS** NASGB acknowledges that compliance with competition law by schools in the procurement of goods and services is essential to ensure markets operate efficiently and competitively, and that it must build capacity, establish and maintain the necessary expertise to monitor and manage anti-competitive conduct which can be perceived as fostering anti-competitive behaviour by schools.

**AND WHEREAS** The Commission and NASGB recognise the importance of co-operation with one another in mutual trust and good faith by, *inter alia*, assisting and supporting one another and informing one another of conduct which will have an anti-competitive outcome and will harm parents.

Page 3 of 16

  
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Signed by King Tembinkosi  
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**NOW THEREFORE**, the Parties agree to conclude this Memorandum of Understanding (“MOU”) as follows:

**1. INTERPRETATION**

- 1.1. In the interpretation of any term used in this MOU, any word or expression to which a meaning is assigned in the South African Schools Act 84 of 1996, the Non-profit Organisation Act of 1997 and the Competition Act, No. 89 of 1998, as amended, has the meaning assigned to it unless otherwise specified.
- 1.2. In this MOU, unless inconsistent with the context, the following expressions and words bear the meanings set out below and derivative expressions and words will have corresponding meaning:
- 1.2.1. “Commission” means the Competition Commission, a juristic entity established in terms of the Competition Act;
- 1.2.2. “Competition Act” means Competition Act, No. 98 of 1998, as amended from time to time;
- 1.2.3. “Complaint” means a complaint against a NASGB member lodged by a third party with the Commission in terms of Section 49B(2)(b) of the Competition Act or initiated by the Commission in terms of Section 49B(1) of the Competition Act;
- 1.2.4. “DBE Circular” means a circular that was distributed by the National Department of Basic Education (“DBE”) in May 2015 to all Members of the Executive Councils of Provincial Education Departments, Heads of Departments of Provincial Education Departments, District Managers of Provincial Education Departments, School Governing Body Associations and school principals.
- 1.2.5. “NASGB” means the National Association of School Governing Bodies, a non-profit organization registered in terms of the Non-profit Organisation Act No. 79 of 1997 with registration number 026-543 NPO.



1.2.6. "Goods and services" means all external procurement and contracting conducted by the school. This includes, though is not limited to, the following list:

1.2.6.1. Teaching and learning material (textbooks, stationery, copying and other educational material)

1.2.6.2. Equipment for the school (such as school uniforms, sports clothes and sports equipment)

1.2.6.3. Services for the maintenance and improvement of school property (such as cleaning services and plumbers)

1.2.6.4. The procurement of equipment and other assets (such as computers and computer programmes, furniture, office equipment, media equipment, audio-visual equipment and vehicles)

1.2.6.5. Building and construction (new buildings, building systems and infrastructure services, as well as their improvement and replacement)

1.2.6.6. Lease MOUs (copiers, fax machines and buildings)

1.2.6.7. Businesses run on school property (such as the tuck or clothing shop)

1.2.6.8. Other, diverse ad hoc services approved by the governing body

1.2.7. "Governing Body" means a governing body contemplated in section 16(1)(ii) of the South African Schools Act 84 of 1996;

1.2.8. "MOU" means this Memorandum of Understanding including all annexures, schedules and addenda attached hereto;

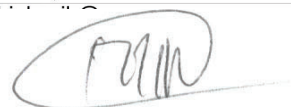
1.2.9. "Non-profit Organisation Act" means the Non-profit Organisation Act No. 79 of 1997;

1.2.10. "Party" means each party to this MOU being either or the Commission NASGB and "Parties" has a corresponding meaning;

1.2.11. "'Prohibited practice' means a practice prohibited in terms of Chapter 2 of the Competition Act;

1.2.12. "Schools" means NASGB Member Schools;

1.2.13. "Schools Act" means the South African Schools Act No. 84 of 1996;



1.2.14. "Signature Date" means the date of signature of this MOU by the party last signing;

1.3. The headings of the clauses in the MOU are for purposes of convenience and reference only, and shall not be used in the interpretation of, nor modify, nor amplify the terms of this MOU or any clause hereof.

1.4. Unless the context indicates otherwise:

1.4.1. a reference to a person includes natural persons, juristic persons, partnerships and trusts;

1.4.2. a reference to the singular includes the plural and vice versa; and

1.4.3. one gender includes the other genders.

## 2. THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

2.1. The Commission and NASGB acknowledge that procurement practices of schools may lead to anti-competitive outcomes, such as a reduction of choices for parents of learners, and/or higher prices of school uniforms and other goods and services procured by schools.

2.2. This MOU is entered into to establish the manner in which the Commission and NASGB will co-operate with each other to enable NASGB to, *inter alia*:

2.2.1. advocate for schools to comply with competition law principles including, *inter alia*, the School Uniform Guidelines;

2.2.2. assist the Commission in monitoring the compliance of schools to the provisions set out in the School Uniform Guidelines;

2.2.3. assist the Commission with the resolution of complaints by parents regarding non-compliance of specific schools to the pro-competitive principles governing the school uniform procurement process.

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### 3. PRINCIPLES OF CO-OPERATION

- 3.1 This MOU is entered into on the basis of mutual respect, in the spirit of goodwill and in no way affects the independence of the Parties hereto.
- 3.2 The Parties agree to support each other in identifying and investigating the behavior of Schools, within the scope of services offered by NASGB, that may be in contravention of the Competition Act in relation to when Schools design their uniforms, set policies in this regard, as well as when they determine the manner in which the School's respective uniform items and other goods and services are sourced, procured and supplied to parents of learners attending the respective Schools including, but not limited to –

#### *Education and Awareness*

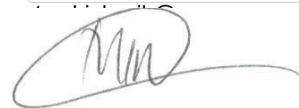
- 3.2.1. Collaboration on efforts to educate and raise awareness on anti-competitive procurement or sourcing practices by inter alia developing and sharing relevant educational materials for schools and participating in each other's conferences, workshops or promotions on any other relevant communication platform.

#### *Addressing Anti-Competitive Procurement Process*

- 3.2.2. Promoting and endorsing pro-competitive practices by ensuring that schools comply with the principles as follows;
- 3.2.2.1. that uniform items are as generic as possible and that unique school items are limited to only a few items;
- 3.2.2.2. that suppliers of school uniform are appointed through a competitive process;
- 3.2.2.3. that more than one supplier is appointed where it is feasible to do so;

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3.2.2.4. that the duration of supplier contracts is limited to no longer than 5 years.

#### *Monitoring of Compliance*

3.2.3. The Parties shall collaborate on efforts to ensure compliance to the principles that promote pro-competitive sourcing of school uniform through actively encouraging all member schools to sign undertakings or commitment to practice pro-competitive procurement.

3.2.4. The Parties shall collaborate on implementation of measures and controls aimed at mitigating anti-competitive conduct by all member schools, including supporting the Commission in administering compliance related communiques to schools.

3.2.5. The NASGB shall assist the Commission administer its compliance measures by inter alia;

3.2.5.1. collecting and collating information required by the Commission from the member schools including but not limited to compliance tracking questionnaire,

3.2.5.2. providing the Commission with a status update annually on the number of undertakings signed, the number of complaints or queries received against any their member schools pertaining to school uniform, the number of schools still having exclusive MOUs in place, the number of schools still having long-term MOUs in place and any other information that would be useful for purposes of tracking of compliance.

3.2.6. NASGB shall provide the Commission with such status update no later than 30 September of each year.

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3.2.7. The Commission shall assess the information provided by NASGB and provide feedback on the compliance of member schools.

#### 4. DEALING WITH QUERIES FROM PARENTS ON SCHOOL UNIFORM

4.1. In instances where parents, guardians or other school stakeholders have complaints regarding the procurement of school uniform by a specific school, NASGB shall assist the Commission in resolving such disputes following these principles;

4.1.1. Advising parents to refer all queries and complaints related to member schools to NASGB as the first line of resolution

4.1.2. Mediating in and taking all reasonable steps to resolve the dispute between the aggrieved party and the respective member school.

4.1.3. Advise the Commission in writing on the outcomes of the resolution of the dispute.

4.2. In the instance where NASGB is unable to successfully resolve the issue between the party lodging the query and its member school, NASGB and or the Complainant shall refer the matter to the Commission for investigation.

#### 5. DEALING WITH THIRD PARTY COMPLAINTS ON SCHOOL UNIFORM

5.1. Where a Complaint is lodged with or initiated by the Commission regarding a practice of a member in respect of which the Commission has jurisdiction, the following process will be followed –




- 5.1.1. The Commission may, in its discretion, make the CC1 Form available to NASGB.
- 5.1.2. The Commission may, in its discretion, invite NASGB to assist in the investigation through, *inter alia*, attending meetings when required, providing inputs during the case investigation and making representations to the Competition Commission if necessary.
- 5.2. Nothing in the procedures contained in this MOU shall:
- 5.2.1. detract from the jurisdiction of the Commission to receive and deal with complaints in terms of its enabling statutes, or preclude the public from lodging complaints with the Commission;
- 5.2.2. prevent the Commission from continuing with its investigation into a complaint during or after the negotiation contemplated in this clause.

## 6. ESTABLISHMENT OF A JOINT WORKING COMMITTEE

- 6.1. A Joint Working Committee ("the Committee") constituted by representatives of the Commission and NASGB, as nominated by the respective Parties, shall be established pursuant to this MOU and shall function on an on-going basis.
- 6.2. The functions of the Committee shall be, to:
- 6.2.1. facilitate and manage co-operation and consultation in respect of matters dealt with by each Party in terms of this MOU;
- 6.2.2. facilitate and manage awareness and capacity building programs intended to establish and maintain the necessary expertise for NASGB to be able to monitor potential anti-competitive practices and conduct of Schools;
- 6.2.3. propose, when necessary, any amendment of or supplementation to this MOU; and
- 6.2.4. advise management of both the Commission and NASGB on issues

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affecting competition when policies (procurement or otherwise) regarding goods and services, including the School's uniforms are set, as the case may be, and make recommendations on how to deal with same.

## 7. INFORMATION EXCHANGE

- 7.1. Subject to clause 8, the Commission and NASGB may, in the manner set out below, request and exchange information from one another's may be necessary to give effect to this MOU.
- 7.2. To facilitate communication and ensure continuity in the co-operation between the Parties, each Party has designated the contact person as set out in clause 8, for communications under this MOU.
- 7.3. A Party requesting the information ("the Requesting Party") shall make its request for information in writing by sending it to the contact person of the other Party ("the Requested Party"). The request must amongst others provide:
- 7.3.1. a description of both the subject matter of the request and the purpose for which the information is sought;
  - 7.3.2. the legal provisions concerning the matter that is the subject matter of the request;
  - 7.3.3. any information in the possession of the Requesting Party that might assist the Requested Party in identifying such information; and
  - 7.3.4. the desired period of time for the reply.

## 8. CONFIDENTIALITY

- 8.1. Any information shared by the Parties pursuant to this MOU must be used only for lawful purposes in matters of concurrent jurisdiction.

Page 11 of 16

  
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- 8.2. Any request made by either of the Parties for confidential information in possession of the other shall be dealt with in accordance with the procedures set out in the Parties' respective establishing Acts, and regulations and policies pursuant thereto.
- 8.3. The Parties shall ensure that confidential information accordingly disclosed to them remains confidential and is not placed in the public domain through any negligent or willful conduct on its behalf.
- 8.4. To the extent permitted by law, the Parties shall keep confidential the information received from each other pursuant to this MOU and shall not otherwise disclose such information except when required to do so by the law or an order of a competent Court or Tribunal.
- 8.5. When required to do so by the law or an order of a competent Court or Tribunal, and prior to disclosing such confidential information, the Parties shall notify each other of the law or an order of a competent Court or Tribunal requiring such disclosure.
- 8.6. The sharing of confidential information, in accordance with this MOU, relies on the assurances given in this MOU. None of these assurances shall constitute a waiver of any legally recognizable grounds for refusing disclosure of information.
- 8.7. Where confidential information is disclosed either of the Parties, and in contravention of this MOU, such disclosing party shall be solely liable in law for such disclosure.
- 8.8. Either of the Parties may, in its sole discretion, decline a request for confidential information made in terms of this MOU. Such discretion shall be an exercise with the bona fide intention to protect an interest that, if otherwise the information were to be disclosed, will adversely prejudice the Party or the person/s to whom the

Page 12 of 16

  
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confidential information belongs.

## 9. CONTACT PERSONS

9.1. The Parties designate the following individuals as their contact persons who will have the authority to administer this MOU on their behalf and who will be responsible for the communication between them:

### **For NASGB:**

Matakanye Matakanya

General Secretary

Contact number: 0722834653

E-mail address: [nasgb.gs@gmail.com](mailto:nasgb.gs@gmail.com)

And

### **For the Commission:**

Mrs. Khanyisa Qobo

Divisional Manager: Advocacy

Contact number: (012) 394 3580

E-mail address: [KhanyisaQ@compcom.co.za](mailto:KhanyisaQ@compcom.co.za)

9.2. Either Party may, by way of a letter to the other, replace its contact person referred to in clause 9.1 with any other person. The letter referred to above shall be deemed to have been received and the replacement shall be deemed to have been made on the fourteenth (14) calendar day of the one Party dispatching the said letter to the other, unless the contrary is established.

## 10. GENERAL PROVISIONS

10.1. Each Party will, with regard to the implementation of this MOU and any activities

Page 13 of 16



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arising from it, bear its own expenses, unless otherwise agreed upon by the Parties.

10.2. Failure to follow any procedure set out in this MOU shall not have any effect on the validity of any investigation by the Commission in terms of the Competition Act.

#### 11. VARIATION OF THE MOU

11.1. This constitutes the entire MOU between the Parties on matters covered in this MOU. Any variation of this MOU shall have no legal effect and shall not be binding on the Parties unless reduced to writing and signed by persons authorized to act on behalf of both Parties.

#### 12. EFFECTIVE DATE OF THE MOU

12.1. This MOU shall come into effect on the date on which it is last signed by the persons authorized to act on behalf of either of the Parties.

#### 13. DURATION OF THIS MOU

13.1. This MOU shall remain in force for a period of three years from the date of signing, with the option to renew or extend it further, in such a manner and such periods as agreed by the parties in writing, unless as may be terminated by:

13.1.1. either Party on written notice of two (2) months to the other Party; and the terminating party shall not be obliged to provide reasons for the termination;

13.1.2. way of an MOU between the Parties; or

13.1.3. operation of the law.

13.2. If this MoU is terminated as contemplated in clause 13.1.1, 13.1.2 or 13.1.3, the

Page 14 of 16

  
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cooperation of the Parties in terms of this MOU will continue in respect of all requests for assistance that were made before the termination date until the requests under consideration are completed.

#### 14. DISPUTE RESOLUTION

14.1. Any difference or dispute arising from the interpretation, application or implementation of this MOU shall be resolved amicably through consultation or negotiations between the Parties.

#### 15. DOMICILIUM CITANDI ET EXECUTANDI

15.1. The Parties choose the following addresses as their respective *domicilium citandi et executandi* for purposes of this MOU:

##### **The Competition Commission:**

Block C, DTI Campus, 77 Meintjies Street, Sunnyside, Pretoria, 0002

Postal: Private Bag X23, Lynwood Ridge, Pretoria, 0040

Contact Person: Mrs Khanyisa Qobo, Divisional Manager: Advocacy

##### **National Association of School Governing Bodies:**

No 32 HH Dlamienze House

Cnr Von Brandic and Fox Str

Johannesburg

2000

Contact Person: Matakanye Matakanya, General Secretary

  
King Tembinkosi Bonakele  
30/03/2021 09:42:37 (UTC+02:00)  
Signed by King Tembinkosi  
Bonakele,  
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16. SIGNATURE

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ by  
Mr. Tembinkosi Bonakele, Commissioner of the Competition Commission of South  
Africa.

  
King Tembinkosi Bonakele  
30/03/2021 09:44:36 (UTC+02:00)  
Signed by King Tembinkosi  
Bonakele,

COMPETITION COMMISSION

WITNESS 1



WITNESS 2

Signed at Soweto on this 23 day of July 2020 by  
Matakanye Matakanya in his capacity as General Secretary of National Association of  
School Governing Bodies .



NASGB



WITNESS 1



WITNESS 2



## DEPARTMENT OF ECONOMIC DEVELOPMENT

NO. 1493

12 November 2021

**MEMORANDUM OF UNDERSTANDING  
("MoU")****Between****THE COMPETITION COMMISSION OF SOUTH AFRICA  
("the Commission")**

A juristic person established in terms of section 19 of the Competition Act, No 89 of 1998 as amended ("**the Competition Act**") and herein represented by **Mr Tembinkosi Bonakele** in his capacity as the Commissioner of the Competition Commission of South Africa

**and****THE NATIONAL EMPOWERMENT FUND  
("NEF")**

A statutory body established in terms of the National Empowerment Fund Act No. 105 of 1998 herein represented by **Mr Mziwabantu Dayimani** in his capacity as **General Counsel** and **Mr Phumudzo Siphuma** in his capacity as **Acting Chief Financial Officer** and duly authorised.

(Hereinafter jointly referred to as "the Parties")

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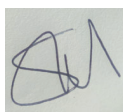
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## 1. PREAMBLE

**WHEREAS** the Commission is a juristic person established in terms of section 19 of the Competition Act No. 89 of 1998, as amended ("the Competition Act");

**WHEREAS** the Commission is mandated to, *inter alia*, investigate and evaluate restrictive practices, abuse of dominant position, exemptions and mergers, as well as conducting market inquiries; and to promote the efficiency, adaptability and the development of the South African economy;

**WHEREAS** the NEF is a trust established in terms of section 2 of the National Empowerment Fund Act No. 105 of 1998 ("the NEF Act");

**WHEREAS** the purpose of the NEF in terms of section 3 of the NEF Act is to facilitate the redressing of economic inequality which resulted from the past unfair discrimination against historically disadvantaged persons (HDPs); by (a) providing HDPs with the opportunity of, directly or indirectly, acquiring shares or interest in State Owned Commercial Enterprises that are being restructured or in private business enterprises; (b) encouraging and promoting savings, investments and meaningful economic participation by HDPs; (c) promoting and supporting business ventures pioneered and run by HDPs; (d) promoting the universal understanding of equity ownership among HDPs; (e) encouraging the development of a competitive and effective equities market inclusive of all persons in the Republic of South Africa; (f) contributing to the creation of employment opportunities; and (g) generally employing such schemes, businesses and enterprises as may be necessary to achieve the objects of the NEF Act:

**WHEREAS** the NEF implements and develops innovative investment and transformation solutions to advance sustainable black economic participation; providing financial and non-financial support to black-owned and managed businesses;

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**WHEREAS** the Parties recognise that their respective mandates are mutually reinforcing and should thus encourage the optimal utilisation of the most effective remedies available between them, as the case may be;

**WHEREAS** the Parties recognise the potential to leverage on areas of convergence and mutual interest;

**WHEREAS** the purpose of this MoU is to outline the collaboration between the Parties in consulting one another on matters of mutual interest and effectively carry out their powers and duties ensuring entry and participation of HDPs in industries;

**AND WHEREAS** the Parties acknowledge that the content of this MoU is in the context of and subject to all legislation, as amended from time to time, applicable to a Party;

**THEREFORE**, the Parties agree to enter into this MoU and record the terms of their agreement as follows:

**2. INTERPRETATION**

In the interpretation of any terminology used in this MoU, any word or expression to which a meaning is assigned in the Competition Act and the NEF Act has the meaning assigned to it unless otherwise specified.

In this MoU, unless inconsistent with the context, the following words and expressions shall bear the meanings set out below and derivative expressions and words will have corresponding meaning:

2.1 **“Commission”** means the Competition Commission of South Africa, a juristic entity established in terms of section 19 of the Competition Act;

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- 2.2 **“Competition Act”** means the Competition Act, No 89 of 1998 as amended;
- 2.3 **“NEF Act”** means the National Empowerment Fund Act No. 105 of 1998;
- 2.4 **“MoU”** means this Memorandum of Understanding;
- 2.5 **“NEF”** means a trust established in terms of section 2 the National Empowerment Fund Act No. 105 of 1998;
- 2.6 **“Parties”** means the NEF and the Commission;

### 3. OBJECTIVE AND SCOPE OF THE MOU

- 3.1 The Parties have identified three (3) areas of mutual interest and co-operation; namely (i) merger control (ii), development fund management, and (ii) market research in South Africa.
- 3.2 This MoU is entered into to establish the manner in which the Parties will interact and cooperate with each other to enable them to, *inter alia*:
- 3.2.1 **Consult on mergers and acquisitions:** provide each other with the necessary information, advice and inputs during merger investigations, establish merger remedies development funds for HDPs;
- 3.2.2 **Development funds:** facilitate the administration and management of funds for developmental purposes, referred by the Competition and to be managed by the NEF; and
- 3.2.3 **Share market research:** promote co-operation and collaboration between them in devising a strategy for funding transactions and enterprise and supplier development programmes to meet identified needs; including sharing of data and sector-specific information collected from industry players and market intelligence (such as market structure, opportunities for HDPs in specific markets and barriers to entry and participation of HDPs, such as access to finance) with each other.

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- 3.3 This MoU does not affect the independence of the Parties in respect of fulfilling their mandates in terms of the respective legislation with which they must comply.

#### 4. PRINCIPLES OF COOPERATION

- 4.1 In order to achieve the purposes of this MoU, the Parties have adopted and will comply with the principles of co-operation set out below:

- 4.1.1 the Parties will cooperate with each other in mutual trust and good faith;
- 4.1.2 the Parties will assist and support each other in respect of agreed upon services and commitments between them in terms of this MoU;
- 4.1.3 the Parties will consult each other, transfer knowledge and share information on matters of mutual interest, subject to the applicable provisions of the Protection of Personal Information Act 4 of 2013 ("POPI");
- 4.1.4 the Parties will interact on the areas of cooperation outlined in clause 3.2 of this MoU, in an advisory capacity or obtain the other's input on an aspect within the technical competence of the other;
- 4.1.5 the Parties will share each other's available resources in order to bring the provisions of this MoU into full effect, provided that such a process is reasonable, shall not compromise the independence of either of the Parties and does not contravene any statute with which the Parties must conform; and
- 4.1.6 the Parties will avail to each other the necessary support for the successful performance of the tasks and programmes envisaged in this MoU.

- 4.2 When the Parties interact with each other or obtain each other's inputs in the areas of cooperation as contemplated in clause 4.1.4 and clause 3.2, they shall do so at no cost to each other and they shall act as expeditiously as circumstances permit.

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## 5. DEVELOPMENT FUNDS

- 5.1 The Parties shall enter into specific co-operation for scoping and creating development funds for increased market competitiveness of HDPs and enterprise development. The Parties have adopted and shall comply with the principles and process for establishing development funds set out in Annexure A of this MoU.
- 5.2 When the Parties co-operate to establish development funds, the Parties shall share information with each other and jointly agree on:
- 5.2.1 the specific activities to be carried out by the Parties, individually and/or jointly, to disburse, administer and manage the funds;
  - 5.2.2 the investment period;
  - 5.2.3 the source of the investment; and
  - 5.2.4 scoping and alignment of the development funds with Government policy in respect of identified community needs for increased competition and commodities in high demand, broad-based black economic empowerment, and small to medium enterprise development.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Each Party agrees that it shall not use the name, logo and trademarks of the other Party or any abbreviation thereof without the other Party's prior written consent, which consent shall not be unreasonably withheld.
- 6.2 When making reference to this MoU, each Party undertakes to use the other's name in good faith, reflecting accurately the agreed upon nature of the collaboration contemplated in this MoU, and only in relation to or furtherance of this MoU.
- 6.3 All intellectual property rights, which may be developed pursuant to or in connection with a project or specific event, shall be jointly owned by the Parties.

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- 6.4 For avoidance of conflict, Intellectual Property created by either of the Parties prior to, or independent of, this partnership (including any pre-existing methodology and/or tools used by the Parties) will remain the property of the Party responsible for the creation of the Intellectual Property.

## 7. ESTABLISHMENT OF THE JOINT WORKING COMMITTEE

- 7.1 A Joint Working Committee ("the Committee") constituted by at least three (3) representatives, respectively, from the Commission and the NEF, as nominated by each of the Parties, shall be established pursuant to this MoU and shall function on an on-going basis.

- 7.2 The functions of the Committee shall be to:

- 7.2.1 manage and facilitate co-operation and consultation in respect of matters dealt with by each Party in terms of this MoU;
- 7.2.2 facilitate and manage development funds undertaken in terms of this MoU;
- 7.2.3 propose, when necessary, any amendment of or supplementation to this MoU;
- 7.2.4 advise management of both the Commission and the NEF on issues relating to the provision of financial and non-financial support to black owned and managed businesses, and make recommendations on how to deal with same.

- 7.3 The Committee shall meet regularly, but no less than once per quarter, to ensure both Parties are aware of developments in areas of common interest.

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## 8. INSTITUTIONAL CONTACT PERSONS



### 8.1 For purposes of this MoU:

8.1.1 The Divisional Manager: Advocacy will be the main contact person at the Commission.

8.1.2 The General Counsel will be the main contact person at the NEF.

8.2 Should the Parties have to exchange information, as a result of discussions at the Committee, the processes set out in this MoU shall be followed.

## 9. EXCHANGE OF INFORMATION

9.1 The Parties may, in the manner set out below, request assistance from each other and exchange information as may be necessary to give effect to this MoU.

9.2 The Parties may inform each other of any decision or judgment that either of them has taken in respect of anticompetitive practices or conduct involving the same respondent, in so far as it pertains to competition and development fund matters.

9.3 To facilitate communication and to ensure continuity in co-operation between the Parties, each Party has designated the contact person as set out in clause 8, for communications under this MoU.

9.4 A Party requesting assistance shall make its request for assistance in writing by sending it to the contact person of the other Party. The request must provide:

9.4.1 a description of both the subject matter of the request and the purpose for which the information is sought and the reasons why this information will be of assistance;

9.4.2 any information in the possession of the requesting party that might assist in identifying such information; and

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9.4.3 the desired period of time for the reply.



## 10. CONFIDENTIALITY

- 10.1 Any information shared by the Commission and the NEF pursuant to this MoU shall be used only for lawful supervisory or statutory purposes.
- 10.2 Any request made by either Party for confidential information in the possession of the other, shall be dealt with in accordance with the procedures set out in the Parties' respective enabling legislation or policies or procedures.
- 10.3 The Party providing confidential information pursuant to this MoU shall clearly indicate what information is identified as confidential to the requesting party.
- 10.4 The Parties shall ensure that confidential information accordingly disclosed to them remains confidential and is not placed in the public domain through any negligent or willful conduct on its behalf.
- 10.5 To the extent permitted by law, the Commission and the NEF shall hold confidential all information received from each other pursuant to this MoU and shall not otherwise disclose such information to any third party, without the written consent of the other Party, except in the following circumstances:
- 10.5.1 when required to do so by the law or an order of a Court or a Tribunal;  
or
  - 10.5.2 where the information is required to be disclosed to government or regulatory bodies, including Parliament or the Department of Trade, Industry and Competition; or
  - 10.5.3 where the information, prior to disclosure to the third party requesting it, has become available to the public without any act, default or omission of any Party of its obligations hereunder.

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- 10.6 The Commission and the NEF shall, prior to disclosing confidential information or a part thereof when required to do so by the law or an order of a Court or a Tribunal, notify each other of the law or an order of a Court or Tribunal requiring such disclosure.
- 10.7 The sharing of confidential information, in accordance with this MoU, relies on the assurances given in 10.1, 10.2, 10.3, 10.4 and 10.5 above and shall not constitute a waiver of any legally recognizable grounds for refusing disclosure of information.
- 10.8 Where confidential information is disclosed either by the Commission or NEF in contravention of this MoU, such disclosing Party shall be solely liable in law for such disclosure.
- 10.9 Either of the Parties may in its discretion decline a request for confidential information made in terms of this MoU.

## 11. GENERAL PROVISIONS

- 11.1 Each Party will, with regard to the implementation of this MoU and any activities arising from it, bear its own expenses, unless otherwise agreed upon by the Parties.
- 11.2 The provision of, or request for information under this MoU may be denied:
- 11.2.1 where compliance would require the Commission or the NEF to act in a manner that would violate the applicable law;
- 11.2.2 under circumstances where there is an imminent risk to national security; or
- 11.2.3 when compliance with a request or provision of information would interfere with an ongoing investigation in circumstances where prejudice to the investigation is likely to outweigh the adverse effects of denying the information.

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- 11.3 No provision of this MoU shall give rise to a right on the part of any person, entity or organ of state other than the Commission and the NEF directly or indirectly, to obtain any information or to challenge the execution of a request for information under this MoU.
- 11.4 The provisions set forth under clauses 9 and 10 must prevail with respect to any information provided or actions taken under this MoU prior to its termination.
- 11.5 The Parties shall consult each other before either of them issues a media statement concerning any matter emanating from this MoU.

## 12. NON-VARIATION

- 12.1 This MoU constitutes the whole of the agreement between the Parties relating to the subject matter hereof.
- 12.2 No amendment or consensual cancellation of this MoU or any term thereof, including this clause shall be binding unless recorded in a written document signed by duly authorised representatives of both Parties.

## 13. COMMENCEMENT AND TERMINATION

- 13.1 This MoU comes into effect on the date on which it is last signed by the persons authorised to act on behalf of the Parties.
- 13.2 This MoU shall remain in force until it is amended or repealed by both Parties acting jointly.

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- 13.3 The termination of this MoU will not prejudice the completion, in accordance with their terms, of any ongoing projects or activities under this MoU unless otherwise agreed to by the Parties at or after termination of this MoU.

#### 14. REVIEW OF THE MOU

- 14.1 This MoU shall, on an ongoing basis, be reviewed to accommodate developments incidental to matters that require co-operation between the Parties. The review shall take into account prevailing legal precedents, legislative amendments, promulgation of regulations, and policy reviews, as the case may be.

#### 15. DISPUTE RESOLUTION

- 15.1 Any dispute or difference arising from the interpretation, application and/or implementation of this MoU, shall be resolved amicably through consultation or negotiations between the Parties. In the event of such dispute, the representatives of the Parties as stated in clause 8 shall meet with the view of resolving the impasse.

#### 16. DOMICILIUM CITANDI ET EXECUTANDI

- 16.1 The Parties choose the following addresses as their respective domicilium citandi et executandi for purposes of this MoU:

##### **The Competition Commission**

The DTI Campus  
 Mulayo (Block C)  
 77 Meintjies Street,  
 Sunnyside, Pretoria  
 Contact person: Ms Khanyisa Qobo

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**NEF**  
 West Block  
 187 Rivonia Road  
 Morningside  
 Sandton  
 Contact person: Mr Mziwabantu Dayimani

**17. SIGNATURES**

17.1 The signatories hereof, being duly authorised thereto, by their signatures hereto confirm their acceptance of the contents hereof and recommend the adoption thereof, for and on behalf of the parties represented by them.

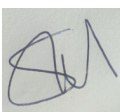
Thus Signed at Sandton on this the 28<sup>th</sup> day of September 2021.

  
 \_\_\_\_\_  
**Mr MZIWABANTU DAYIMANI**

**For and on behalf of the National Empowerment Fund**

In the presence of witnesses:

1.   
 \_\_\_\_\_  
 2.   
 \_\_\_\_\_



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\_\_\_\_\_

**Mr PHUMUDZO SIPHUMA**

**For and on behalf of the National Empowerment Fund**

In the presence of witnesses:

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

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

Thus Signed at PRETORIA on this the 6TH day of OCTOBER 2021.

  
\_\_\_\_\_

**MR TEMBINKOSI BONAKELE**

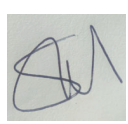
**For and on behalf of the Competition Commission of South Africa**

In "   
1. Daniela Bove  
07/10/2021 16:49:34(UTC+02:00)  
Signed by Daniela Bove,  
DanielaB@compcom.co.za  
SIGNFLOW.COM

2.   
Siphon Mtombeni  
07/10/2021 17:03:00(UTC+02:00)  
Signed by Siphon Mtombeni,  
SiphonM@compcom.co.za  
SIGNFLOW.COM

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## Annexure A

### 1. THE PROCESS FOR ESTABLISHING DEVELOPMENT FUNDS

- 1.1. The NEF is a fund administrator, promoting and supporting business ventures pioneered by small and medium enterprises (SMEs) and HDPs. Through these initiatives, it identifies the developmental needs of industries.
- 1.2. One of the ways the Commission deals with the structure of markets is through the control of mergers and acquisitions. A merger may occur when a firm amalgamates with or buys a controlling stake in another firm. It may also occur when a firm sells its business assets to another firm. The Commission is required to assess all mergers that meet the required threshold before they are implemented. When mergers are being evaluated, the Commission investigates, amongst other things, the effects of the merger on the competitiveness of SMEs and HDPs, and can also insist on remedies to proposed mergers. These include the cooperation and creation of development funds for increased enterprise development and market competitiveness of SMEs and firms owned by HDPs in the markets impacted by the merger.
- 1.3. Where a merger investigated by the Commission requires the establishment of a development fund, the Commission may consult NEF for the purpose of administering the fund and evaluating the manner in which the fund may be designed and managed.
- 1.4. The following process shall be followed by the Parties to establish a development fund:
  - 1.4.1. The Commission shall inform the NEF of its purpose to establish a development fund;
  - 1.4.2. The NEF may decide to administer the fund;
  - 1.4.3. The Commission and the NEF shall jointly discuss and agree on the terms for the fund, which shall include, but will not be limited to:

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- a. The aggregate amount of investment required;
- b. The source of the investment by the Merged Firm;
- c. The investment period;
- d. The development objectives for investment in relevant programmes;
- e. The industry, relevant markets and supply chains targeted for investment;
- f. The identification of beneficiaries of the fund;
- g. The terms for NEF's administration, management and monitoring of the fund, including administration fees applicable.

- 1.5. In doing this, the Parties shall have regard to the principle of promoting and maintaining competition in South Africa, ensuring that SMEs and HDPs have an equitable opportunity to contribute to the growth and development of the economy.
- 1.6. After engaging with the NEF on the rationale and terms of the fund, the Commission shall engage with and make recommendations to the Merged Firm on the implementation of the fund, including the mechanisms to achieve the objectives of the fund and how the funds will be disbursed.
- 1.7. The Commission shall incorporate the merger commitments regarding the development fund in a consent order agreement that shall be confirmed as an order by the Competition Tribunal to be effective.
- 1.8. The Commission shall receive reports and presentations from the Merged Firm and the NEF relating to investments made by the fund from time to time, as shall be agreed upon in the establishment of the fund.

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## DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. 1494

12 November 2021

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993  
(ACT No. 130 OF 1993), AS AMENDED****INCREASE IN MONTHLY PENSIONS**

Under Section 57(1) of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993 as amended), I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, hereby prescribe an increase in monthly pensions payable in terms of section 49(1)(a) and 54(1)(a), (b), (c) and (d)(i) of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993 as amended) of 3.6% with regards to accidents which occurred before 1<sup>st</sup> April 2021 as well as occupational diseases which were diagnosed before 1<sup>st</sup> April 2021. The increase of 3.6% implemented with effect from 01<sup>st</sup> April 2021.

  
\_\_\_\_\_  
MR TW NXESI, MP  
MINISTER OF EMPLOYMENT AND LABOUR

DATE: 03/06/2021


**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES  
ACT, 1993  
(ACT No. 130 OF 1993), AS AMENDED**

**AMENDMENT OF SCHEDULE 4: MANNER OF CALCULATING COMPENSATION**

Under Section 55 of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993), I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, amend Schedule 4 for accidents that occur from 1<sup>st</sup> April 2021 as well as occupational diseases diagnosed from the 1<sup>st</sup> April 2021. The minimum and maximum compensation set out in this notice will be implemented with effect from 1<sup>st</sup> April 2021.

(i) Item	(ii) Section	(iii) Nature and degree of disablement	(iv) Nature of benefits	(v) Manner of calculating compensation	(vi) Maximum compensation	(vii) Minimum compensation
1	47(1)(a)	Temporary total disablement	Periodical payments	75% of an employee's monthly earnings at the time of the accident.	R31 352	R4 391
2	49(1)	Permanent disablement of 1 - 30%	Lump sum	15 times the monthly earnings of the employee at the time of the accident. <b>(15 x earnings x permanent disablement%/30%)</b>	R 351 157	R 87 801
3	49(1)	Permanent disablement of 31 - 100%	Monthly pension	75% of an employee's monthly earnings at the time of the accident. <b>(earnings x 75% x permanent disablement%)</b>	R31 352	R4 391
4	54(1)(a)	Fatal	Lump sum	Twice employee's monthly pension that would have been payable under item 3 had he/she been totally permanently disabled (100%)	R62 704	R8 782
5	54(1)(b)	Fatal	Monthly pension	40% of the monthly pension that would have been payable to the employee under item 3 had he been totally permanently disabled	R12 541	R1 756
6	54(1)(c)	Fatal	Monthly pension	A maximum of 20% of the monthly pension that would have been payable to the employee under item 3 had he been totally permanently disabled, is payable to a child. In case of more than three children, the children will share 60% in equal proportions.	R6 270	R878
7	54(1)(d)(ii)	Fatal	Lump sum	Percent dependence as proportion of R180 638	R180 638	N/A

8	54(2)	Fatal	Funeral costs	R18 251 per valid claim	R18 251	N/A
9	63(1)(a)	Minimum for free food and quarters	To be included in earnings	Minimum for free food R309 per month and minimum for free quarters R139 per month.	N/A	R309 R139
10	28	Constant Attendance Allowance	Monthly Allowance	Minimum amount of R2 294 per month.	N/A	R2 294

  
**MR TW NXESI, MP**  
**MINISTER OF EMPLOYMENT AND LABOUR**  
 DATE: 03/06/2021

## DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. 1495

12 November 2021

**VARIATION OF SCOPE OF THE BARGAINING COUNCIL FOR THE FURNITURE MANUFACTURING INDUSTRY OF THE WESTERN CAPE**

I, Lehlohonolo David Molefe, Registrar of Labour Relations, hereby, give notice in terms of section 109 of the Labour Relations Act, 1995, that, following an application by the above-mentioned Council, its scope has been varied as contained in the Annexure hereto.

**ANNEXURE**

The scope of the abovenamed Bargaining Council has in terms of section 58 of the Labour Relations Act, 1995 been varied.

With effect from.....29 October 2021..... the Council is registered in respect of: -

The Furniture, Bedding, Upholstery and Curtain Manufacturing Industry as defined hereunder in the Provinces of the Western Cape and Northern Cape and excluding the Magisterial Districts of George, Knysna, Mossel Bay, Oudshoorn and Plettenberg Bay.

**“Furniture, Bedding, Upholstery and Curtain Manufacturing Industry”** or “Industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the manufacture, either in whole or in part, of all types of components of furniture, furniture, bedding, curtains, upholstery and/or re-upholstery and will, inter alia, include but not be limited to the following;

(a) Furniture

Manufacturing, assembling, repairing, staining, spraying, polishing, re-polishing, making loose covers and/or cushions, wood machining, veneering, woodturning, carving, assembling, painting, spraying, cutting, edging, drilling, wood bending, laminating and/or papering/foiling, of board.

“Board” means any type of wood or wooden or related product or any other substitute material amongst others being: -laminated board, fibre board, chip board, block board, veneer board, pressed board.

Furniture manufacturing will also include the manufacturing, repairing, polishing, assembling, cutting, drilling, edging, re-polishing, staining, spraying either in whole or in part of: kitchen cupboards, attached wall cupboards, built-in cupboards, free standing cupboards, bars or built-in bar counters, cane, wicker or grass furniture, cabinets including cabinets for musical instruments and radios, wireless or television cabinets, draw and draw fronts, doors and cupboard doors irrespective of size, bathroom cupboards, cupboard tops and furniture for tea-rooms, restaurants, offices, doors irrespective of size of bathroom cupboards, and furniture for tea-rooms, restaurants, offices, churches, schools, libraries, hotels, other educational institutions, conference centres and theatres.

(b) Bedding

The manufacturing, assembling, repairing, covering, re-covering of mattress bases, mattresses, spring mattresses, overlays, bolsters, pillows, cushions for studio couches, spring units, box-spring mattresses, sleeper couches and studio couches.

“Studio Couch” means an article of furniture, which is designed for seating and for conversion into a double bed or two or more beds and of which the frames are constructed mainly of metal and the seating and/or sleeping surfaces consist of mattresses and/or cushions.

c) Upholstery

The upholstering or re-upholstering of any furniture, or item of furniture, bedding, seating, pelmets, mattress bases, foam mattresses and/or cushions.

(d) Curtain Making

The making, altering, repairing and hanging of curtains and/or blinds made mainly of fabric, wood, cane, wicker, reed or grass.

Curtain making includes window treatment, cutting of rails and rods, fitting of pelmets, curtains, blinds and associated products.



REGISTRAR OF LABOUR RELATIONS

DATE: .....

29 October 2021



**DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT**

NO. 1496

12 November 2021

**NATIONAL ENVIRONMENTAL MANAGEMENT: AIR QUALITY ACT, 2004  
(ACT NO. 39 OF 2004)****TECHNICAL GUIDELINES FOR THE VALIDATION AND VERIFICATION OF GREENHOUSE  
GAS EMISSIONS**

I, Barbara Dallas Creecy, Minister of Forestry, Fisheries and the Environment, hereby in terms of section 12 of the National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004), give notice of my publication of the Technical Guidelines for the Validation and Verification of Greenhouse Gas Emissions, as indicated in the Schedule hereto.

  
BARBARA DALLAS CREECY**MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT**

## SCHEDULE

### Technical Guidelines for the Validation and Verification of Greenhouse Gas Emissions

A companion to the South African National Greenhouse Gas Emission Reporting Regulations 2017<sup>1</sup>

## Abbreviations

DFFE	Department of Forestry, Fisheries and the Environment
ISAE	International Standard on Assurance Engagements
GHG	Greenhouse Gas
GIZ	Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH
IPCC	Intergovernmental Panel on Climate Change
IPPU	Industrial processes and product use
ISO	International Organization for Standardization
NAEIS	National Atmospheric Emission Inventory System
NGERs	National Greenhouse Gas Emission Reporting Regulations
SAGERS	South African Greenhouse Gas Emissions Reporting System
SANAS	South African National Accreditation System
tCO <sub>2</sub> e	Tonnes of carbon dioxide equivalent

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<sup>1</sup> National Environmental Management Air Quality Act, 2004 (Act No.39 of 2004): National Greenhouse Gas Emission Reporting Regulations, 2016 published under Government Notice 275 in *Government Gazette* 40762 of 03 April 2017.

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# 1. INTRODUCTION AND OVERVIEW

## 1.1 INTRODUCTION

The Department of Forestry, Fisheries and the Environment, promulgated the into law the National Greenhouse Gas Emissions Reporting Regulations (NGERs, hereafter referred to as NGERs), under section 53 of the National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004)<sup>[2]</sup> and their subsequent amendments <sup>[3]</sup>. In order to ensure good quality and accurate submissions as part of the reporting programme, the NGERs makes provision for the verification and validation of information submitted to the competent authority, established through DFFE. Furthermore, the NGERs makes provision of the reporting methodology through the Methodological Guidelines for Quantification of Greenhouse Gas Emissions <sup>[4]</sup>.

In order to provide further guidance of regulation 11 of the NGERs, DFFE has prepared the Guidelines for Verification of Greenhouse Gas Emissions (hereafter referred to as Verification Guidelines). The verification guidelines describe the process that will be followed to verify the greenhouse gas (GHG) emissions data and submissions made by Data Providers in terms of the NGERs to the National Inventory Unit based at the Department of Forestry, Fisheries and the Environment (“Competent Authority”). Furthermore, the guidelines detail the requirements for implementation of Section 11 of the NGERs, which outlines the legal requirements for verification of information submitted by Data Providers to the Competent Authority. All terms defined in the NGERs and used in the Verification Guideline have the same meaning as in the NGERs and are outlined in the Glossary of this document.

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<sup>2</sup> [https://www.environment.gov.za/sites/default/files/legislations/nemaqa39of2004\\_nationalgreenhousegasemissionreporting\\_gn40762\\_0.pdf](https://www.environment.gov.za/sites/default/files/legislations/nemaqa39of2004_nationalgreenhousegasemissionreporting_gn40762_0.pdf)

<sup>3</sup> [https://www.environment.gov.za/sites/default/files/legislations/nemaqa\\_greenhousegasemissions\\_reportingregulationamendment\\_g43712gon994.pdf](https://www.environment.gov.za/sites/default/files/legislations/nemaqa_greenhousegasemissions_reportingregulationamendment_g43712gon994.pdf)

<sup>4</sup> Guidelines link

The purpose of the Verification Guideline is to support the implementation of the mandatory GHG reporting regime in South Africa. The Verification Guideline provides direction to the Competent Authority, Data Providers and Independent Assessors on the verification process for the NGERs and details the responsibilities of these role players. This Verification Guideline is applicable to all anthropogenic emissions by sources and removals by sinks as outlined in Annexure 1 of the NGERs. More specifically the Verification Guideline outlines:

- The structure of the NGERs Verification Programme;
- The Competent Authority's responsibility and the internal review and validation process that the Competent Authority will follow;
- The Data Providers' responsibilities;
- The independent verification process to be followed;
- Accreditation requirements of independent verification bodies; and
- Important considerations for all role players during the verification process.

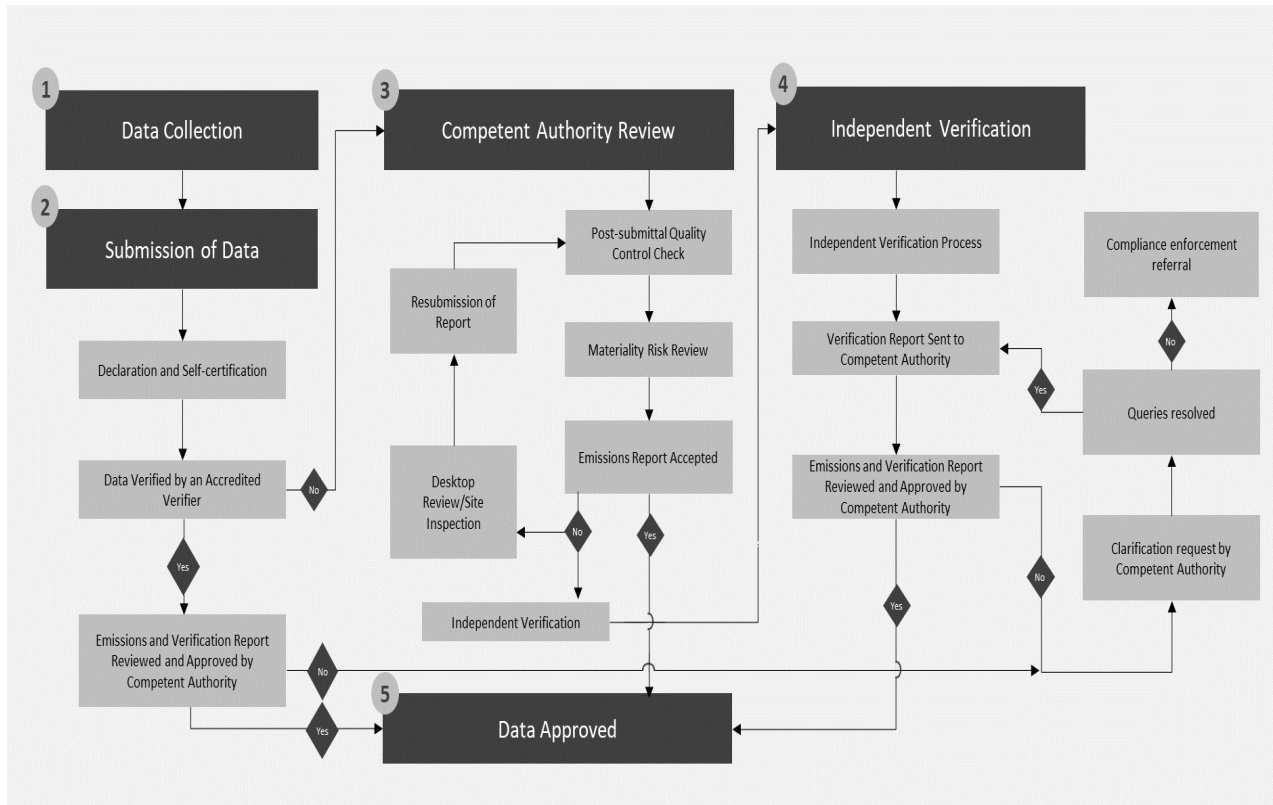
The Verification Guideline is made up of three primary sections, including:

1. Competent Authority review and validation process;
2. Independent verification process; and
3. Accreditation process and competence requirements for Independent Assessors.

The Verification Guideline is intended to be used in conjunction with the NGERs and the Methodological Guidelines for Reporting of Greenhouse Gas Emissions.

## 1.2 OVERVIEW OF THE VERIFICATION PROGRAMME

The Verification Programme for the NGERs will use a combination of system checks, reviews and on-site inspections by the Competent Authority and independent verification to obtain the required level of confidence over the Emissions Reports submitted to the Competent Authority. The Verification Programme aims to ensure that the GHG emissions and removals computed and submitted by Data Providers are complete, transparent, accurate, consistent, and comparable. The Verification Programme is aligned to the reporting process described in the NGERs and the Methodological Guidelines.



**Figure 1.1** and Table 1.1 below provides a high-level summary of the structure of the Verification Programme, associated processes and high-level roles and responsibilities of key parties, including the Competent Authority, Data Providers and Independent Assessors. Additional detail on each of these sections follows in the document.



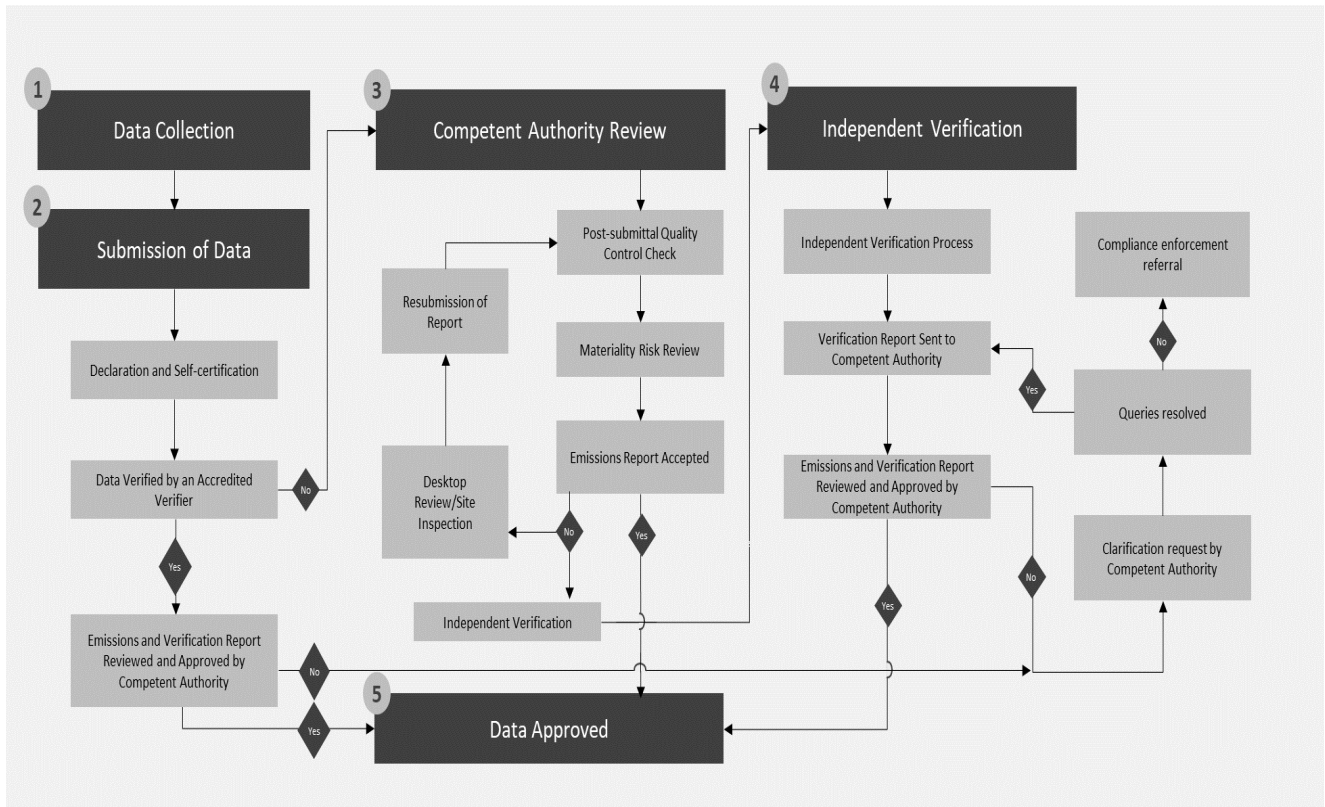


Figure 1.1: Process flow summary of the NGERs Verification Programme

**Table 1.1: Summary of steps and roles and responsibilities of the NGERs Verification Programme**

Process Stage	Details of the Verification Guideline Section	Applicable Guideline Section
1 Data Collection	The Data Provider is required to collect and store relevant data and supporting evidence related to its GHG emissions (Emissions Report). It is regarded as good practice that the facility establishes a Monitoring Plan. See Section 2.1.1 for additional detail in this regard.	Section 2.1
2 Submission of Data	The Data Provider is required to complete the self-declaration and submit the requested documentation on the South African Greenhouse Gas Emissions Reporting System (SAGERS), which is the GHG reporting module of the NAEIS. Data Providers who have voluntarily submitted an acceptable verification statement on SAGERS for a facility from an accredited or approved Independent Assessor (in accordance with process stages 4 and 5) alongside their Emissions Reports, may have their data immediately approved by the Competent Authority for that facility, provided the requirements of Section 2.2.1 have been met.	Section 2.2
3 Competent Authority Review	Once the Data Provider has submitted the required data onto SAGERS, the Competent Authority will conduct a series of post-submittal data and materiality risk assessment checks (see Section 2.3.2). The results of these checks will be used by the Competent Authority to determine which Data Providers should undergo desktop review, site inspection or independent verification and which Data Providers should have their Emissions Reports approved.	Section 2.3
4 Independent Verification	If a Data Provider is selected for independent verification, they will be required to select an Independent Assessor approved by the Competent Authority, at their own cost, prior to undertaking the verification assessment based on their competence being aligned to the SANAS accreditation requirements as outlined in Section 4.2. This is a transitional arrangement and Independent Assessors will need to be SANAS accredited from 2023 to undertake independent verification. Additional detail on this is provided in Sections 4.1.1 and 4.1.2. The verification process must be completed within 90 days of notification. Once a signed Verification Opinion and final Verification Report has been issued by the Independent Assessor and the Competent Authority has conducted final checks on the Emissions Report and Verification Report and is satisfied with the outcome (in accordance with Figure 3.3), the Emissions Report will be approved.	Sections 4.1.1, 4.1.2 and 4.2
5 Data Approved	The Data Providers' Emissions Report is deemed accepted if the Competent Authority does not respond to the Data Provider with questions for clarification or corrections within 60 days of having received the Emissions Report. If a Data Provider is required to undergo independent verification as outlined in Step 4, the Competent Authority will notify the Data Provider on the verification requirements and any necessary instructions.	Sections 2.3.3. and 3.2.4

### 1.2.1 UPDATES TO THE VERIFICATION GUIDELINE

Periodic reviews examining the design and implementation of the Verification Programme, to assess its effectiveness, is vital to its long-term success. This process is key to identifying the modifications that should take place to ensure it is addressing the programme purpose and ensure the programme remains relevant to evolving needs.

It is recognised that the Verification Guideline will need to be updated as amendments are made to verification strategies, methodologies and reporting requirements, as a result of a maturing Verification Programme and improved reporting by Data Providers. The Competent Authority will conduct periodic reviews in consultation with affected stakeholders of the Verification Guideline to determine if any amendments or additions are required.

### **1.3 PHASED APPROACH OF THE VERIFICATION PROGRAMME**

It is widely recognised that the establishment of a credible and robust national GHG emissions database is resource and time intensive. In line with best practice internationally, the Verification Programme for the NGERs is designed using a phased approach in order to uphold a principle of continuous improvement. The objective of the phased approach is to gradually improve the accuracy, completeness, consistency, comparability and transparency of reported GHG emissions information over time for the purposes of the National GHG Inventory.

Phase 1 of the verification approach will start on approval of the Verification Guideline and run until December 2022 and Phase 2 will start from January 2023.

One of the most important characteristics between Phase 1 and Phase 2 relates to the requirements of the Independent Verification process. In Phase 1, Independent Assessors that meet specific competence requirements will be allowed to conduct independent verification. Additional detail on this is outlined in Section 4.2.2. In Phase 2, from January 2023 only, Independent Assessors accredited in terms of the South African National Accreditation System (SANAS) process will be allowed to conduct independent verification. The rationale behind this is to allow time for Independent Assessors to become accredited with SANAS, while at the same time initiating a process to ensure that the data reported to the Competent Authority is complete, accurate, consistent, comparable and transparent.

## 2. PART 1: COMPETENT AUTHORITY REVIEW AND QUALITY CONTROL PROCESS

### 2.1 DATA COLLECTION

Data Providers must ensure transparency of the Emissions Reports by archiving all data, calculations, algorithms, procedures and/or technical references used to estimate and/or calculate GHG emissions. This information relates to the calculations performed for the listed activities in line with the requirements of the NGERs and the Methodological Guidelines for Reporting of Greenhouse Gas Emissions. This is done to ensure that verification of submissions made in terms of the NGERs can take place, in accordance with Regulation 13(1) and 13 (2). Data Providers must keep a record of the information submitted to the Competent Authority for at least five years and such records must, on request, be made available for inspection by the Competent Authority.

Examples of the type of information that should be held to support data submitted is outlined in

Table 2.1 below:

**Table 2.1: Examples of documentation that should be held on record**

<b>DATA PROVIDER LEVEL</b>	<ul style="list-style-type: none"> <li>• Documents that inform operational control (e.g. contracts and ownership agreements supporting ownership and the status and extent of control over each facility).</li> <li>• Documentation of assessments made over excluded emission sources, including process and facility boundary diagrams.</li> <li>• Data management system documentation, including descriptions of the processes for data collection, input, calculation, and management.</li> <li>• Annual GHG emissions inventory reports and statements.</li> <li>• Results of any internal audit or third-party verification activities.</li> </ul>
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FACILITY LEVEL<sup>5</sup>

- Facility level breakdowns of tonnes of GHG emissions separately by GHG and by source.
- If available, latest schematic/overview diagrams of the facility, including emissions sources, e.g. process diagrams, emissions source diagrams.
- Invoices for fossil, biogenic and non-fossil fuels purchased.
- Records of incidents or events on site that may impact on production or other emissions drivers (e.g. shutdowns, upset conditions, etc.).
- Maintenance and calibration records for key metering points, including flow meters.
- Correspondence with suppliers of energy and fuel (e.g., invoices and fuel characteristics and composition).
- Metering and calibration logs.
- Justification of the quantification methodology and emission factors used, including documented references and citations, and root data upon which site-specific factors were derived.
- Documentation of any key assumptions and uncertainties associated with the GHG data.
- Description of GHG reduction projects and operational incidents that impact GHG performance.
- Explanation of trends in GHG emissions from historical data and forecasts.
- Facility production and operational data records and other drivers of tCO<sub>2</sub>e.
- Supporting spreadsheets detailing source data.

### 2.1.1 MONITORING PLANS

The use of monitoring plans by Data Providers is recommended to enhance the quality of GHG emissions data and facilitation of the verification process. Monitoring plans include a complete documentation of the methodologies employed by Data Providers in the recording, monitoring and reporting of their GHG emissions.

Although it is currently not a mandatory requirement of the NGERs for Data Providers to have a Monitoring Plan, Monitoring Plans may become a mandatory requirement in Phase 2 of the Verification Programme. An example of the kind of information required in a Monitoring Plan is provided in Annexure D.

<sup>5</sup> The type of documentation that must be stored is dependent on the facility's emission sources and emissions calculation methods used.

## 2.2 SUBMISSION OF EMISSIONS REPORTS

### 2.2.1 SUBMISSION PROCESS AND TIMING

In accordance with Regulation 7 of the NGERs, all Data Providers are required to submit their Emissions Report on the GHG reporting module of NAEIS (SAGERS) for the preceding calendar year, to the Competent Authority by 31 March of each year.

Data Providers who have submitted a Verification Report for a specific facility, in accordance with Section 3.2.4 of this guideline, with the submission of their Emissions Report via the NAEIS, may have their data immediately approved by the Competent Authority for that facility provided:

- The Independent Assessor has issued an unqualified Verification Opinion statement (See Section 3.2.4 for further details) and any material misstatements detected in the independent verification process have been rectified;
- The Competent Authority is satisfied that the Verification Report and Opinion produced by the Independent Assessor is in line with the requirements of the Verification Guideline; and
- A final check of the Emissions Report by the Competent Authority is completed.

Data Providers who have been selected for independent verification, as an outcome of the process outlined in Section 2.3, should submit the Verification Report to the Competent Authority within 90 days of being notified of the requirement to undertake independent verification by the Competent Authority. Additional detail on this process is provided in Section 3.2.4.

### 2.2.2 SUBMISSION CONTENT

Data Providers are required to submit the following information on the GHG reporting module of NAEIS (SAGERS) by 31 March of each year:

- i) **Emissions Reports:** Data Providers are required to complete the Emissions Report Template online on the GHG reporting module of NAEIS (SAGERS) (Annexure A) for each of its registered facilities.
- ii) **Self-declaration:** As a part of the submission, data providers will be required to self-declare on the NAEIS that they have reviewed their Emissions Report

for accuracy before submitting onto the NAEIS, and that all information submitted on the NAEIS is truthful, accurate, complete and in compliance with the NGERs, to the best of their knowledge.

- iii) **Verification Reports (Optional):** Data providers who have **voluntarily** completed an independent verification exercise in accordance with the Verification Guideline, may submit their facility level Verification Report and Verification Opinion at this stage of submission. Data Providers may have their data immediately approved by the Competent Authority for that facility, if they have opted to have their emissions verified, provided the requirements of Section 2.2.1 have been met.
- iv) **Monitoring Plan (Optional):** While it is not mandatory for Data Providers to submit monitoring plans to the competent authority in Phase 1 of the Verification Programme, Data Providers who have monitoring plans in place may do so.

## 2.3 REVIEW BY THE COMPETENT AUTHORITY

### 2.3.1 OVERVIEW

There are several factors that the Competent Authority will consider when deciding whether data is approved or whether a Data Provider is required to undertake independent third-party verification of their facility. These are broadly summarised in two steps, with additional detail on each of these provided in Sections 2.3.2 and 2.3.3 below:

1. **Step 1: Post-submittal quality control review.** The first step involves a series of internal post-submittal quality control checks by the Competent Authority to determine the level of risk involved in the data submitted by the Data Provider.
2. **Step 2: Materiality risk review.** The second step includes a review of the total emissions of the data provider to assist in understanding the materiality of the risk identified by the post-submittal quality control checks on the national GHG inventory. Additional detail on this is outlined in Section 2.3.3 below.

The results of Step 1 will be the primary determining factor on the actions that the Competent Authority will take. The outcome of Step 2 will provide additional, but supplementary, information on the actions. This means that the scale of the emissions of a facility will not be the determining factor on whether a Data Provider is requested to

undertake independent verification. The specific actions that the Competent Authority will take are outlined in Section 2.3.4 below.

### 2.3.2 STEP 1: POST-SUBMITTAL QUALITY CONTROL REVIEW

Once the Emissions Report has been formally submitted on the NAEIS, the Competent Authority will run a number of post-submittal checks<sup>6</sup> to evaluate the validity of submitted data and identify areas where risk of inconsistencies or inaccuracies exist. The post-submittal review will entail a combination of automated system and manual checks. The purpose of the review is to determine the potential level of risk of the data submitted and are the primary criteria used to determine whether a facility will be required to undertake independent verification.

The results of the review will be documented in a preliminary internal audit score. Examples of the checks that will be conducted are outlined in Table 2.2 below. Examples of the automated system checks (pre-audit criteria) are outlined in Table 2.3.

**Table 2.2: Post-submittal data quality review to be performed by the Competent Authority**

Type of Check	Description
Range	Determine if the Emissions Report data is within the expected range.
Statistical	Evaluate data from similar facilities and identify data sets that appear to be outliers.
Algorithm	<p>Consider the relationships between different pieces of entered information to compare them to an expected value. A non-exhaustive list of checks that the Competent Authority may conduct includes:</p> <ul style="list-style-type: none"> <li>The Competent Authority may back-calculate the applied emissions factor using an Implied Emission Factors (IEF) where the emissions are divided by the relevant measure of activity (e.g. <math>IEF = \text{Emissions} / \text{Activity data}</math> in order to check for correct usage of the emission) factor, checking against default IPCC emissions factor and range.</li> <li>If a mass balance/direct measurement methodology is used, use productivity data and resulting emissions to assess the time-series of emission estimates.</li> </ul>

<sup>6</sup> Post submittal checks involve selected evidence gathering activities and techniques, including but not limited to observation, inquiry, analytical testing, confirmation, recalculation, examination, retracing, comparison, reconciliation etc.



	<ul style="list-style-type: none"> <li>• Cross-check descriptions of activity data, emission factors and other estimation parameters with information on categories and ensure that these are properly applied.</li> <li>• Cross-check a sample of input data from each category (either measurements or parameters used in calculations) for transcription errors.</li> <li>• Reproduce a data provider's emissions and removals calculations.</li> <li>• Check that emissions and removals data are correctly aggregated from lower reporting levels (Facility-Level) to higher reporting levels (Data Provider-Level) when preparing Annexure 3 submissions.</li> </ul>
Change in ownership and company registration	<ul style="list-style-type: none"> <li>• Determine if there have been any changes to emissions sources as a result of acquired or disposed assets.</li> <li>• Assess if a change in ownership of a facility has resulted in different methods, procedures and controls being used for the calculation and recording of GHG emissions.</li> <li>• Assess the data provider's registration documents in order to determine correct boundaries.</li> </ul>
Outside data	The submitted emissions and activity data may be compared with other independently compiled datasets, in order to check for completeness, validity and accuracy.
Missing data	Identify any gaps in emissions sources, compared to the facilities emission's activities.
Unit	<ul style="list-style-type: none"> <li>• Ensure consistency of units used.</li> <li>• Check that units are properly labelled in calculation sheets.</li> <li>• Check that units are correctly carried through from beginning to end of calculations.</li> <li>• Check that conversion factors are correct</li> </ul>
Cross-checks	Cross-checks with new data or common parameters used across sectors against that of other entities in the same sector or sector averages.
Boundary	<p>Assess whether data captured is in the correct reporting period, and that the data should be included as a part of the facilities data or not. Specific issues that could be checked include:</p> <ul style="list-style-type: none"> <li>• A change in process that results in an additional emission stream/s that materially contributes to the GHG emissions of the facility during the reporting year, and which are regarded as technically complex (e.g. process emissions). This may happen, for example, if a facility constructed a new plant.</li> <li>• Changes in process conditions/ design that influences emissions or if the process involves reuse of GHG emissions.</li> </ul>

	<ul style="list-style-type: none"> <li>Emissions source/activity as an output in one facility becomes an input/activity data in another facility.</li> <li>Reporting of emissions sources as “Not Estimated” or “Included Elsewhere”.</li> </ul>
Trend analysis	Identify unusual or unexplained trends greater than 5% and outliers that may be indicative of errors between reporting years.
Methodology	<ul style="list-style-type: none"> <li>Changes in calculation method, e.g. from Tier 2 to Tier 3.</li> <li>Use of the incorrect method, which does not align with the NGERs or IPCC.</li> <li>Checking application of Transitional Arrangements from 2022 onwards per Regulation 15 of the NGERs for the requirement of methodological tiers used for calculating emissions.</li> </ul>
Verification	<ul style="list-style-type: none"> <li>Checks of the results of a previous verification completed in line with the Verification Guideline</li> </ul>

**Table 2.3: Pre-audit criteria questions used by the Competent Authority in their review**

Question
During the reporting period (last calendar year):
Has the facility added an additional emission source?
Was there a removal of an emissions source at the facility?
Were there any changes to the emissions quantification method and alternative approach used?
For any sources of emissions, has the Tier for calculating the emissions changed?
Was there an introduction of new procedures or change in existing procedures related to sampling analysis and calibration of equipment for recording and calculation GHG emissions at the facility?
Have responsibilities for managing GHG emissions at facility level changed?
Were there any disruptions in the recording of GHG emissions activity data?
Were there any changes to the emissions factors used, in comparison to the previous year?
Were there any incidents or changes that either significantly increased or decreased (10% difference) the GHG emissions at the facility?
Did the facility undergo independent verification of its Emissions Report in line with the requirements of the Verification Guideline?
Is there any other information regarding your emissions report that you wish to share that may be useful in understanding your GHG emissions data?

### 2.3.3 STEP 2: MATERIALITY RISK REVIEW

Step 2 includes a review of the total emissions of the data provider to assist in understanding the materiality of the risk identified by the post-submittal quality control review on the national GHG inventory. Facilities with proportionally higher total tCO<sub>2</sub>e contribute more to the national GHG inventory and represent a potentially greater risk if errors are detected in the data submitted than those facilities with lower emissions. If the outcomes from Step 1 above indicates a high potential risk of misstatement and the facility's emissions are regarded as significant, the likelihood of the Competent Authority requesting independent verification is high. Conversely, a facility may have a high potential risk of misstatement, but the emissions are low, then the Competent Authority may not require independent verification.

The scale of the emissions will not be the primary determining factor in the Competent Authority requesting independent verification but will assist the Competent Authority in understanding the overall risk. The emissions threshold levels that the Competent Authority will use as a guide in the assessment are provided in Table 2.4.

**Table 2.4: Total tCO<sub>2</sub>e facility thresholds used to determine impact of misstatement of emissions on the national inventory**

Total tCO <sub>2</sub> e	Impact of misstatement of facility emissions
> 50,000	High
25,000 - 50,000	Moderate
15,000 - 25,000	Low
< 15,000	Very Low

### 2.3.4 ACTIONS FROM THE RESULTS OF THE COMPETENT AUTHORITY REVIEW

The completion of Steps 1 and 2 will determine the anticipated actions that the Competent Authority will take with respect to the submitted data. The Competent Authority will decide on one of the following outcomes:

- i) **Data approval:** If the Competent Authority has not detected any significant errors or data quality risks as a result of the review conducted, the Emissions Report will be accepted and approved. A Data Provider's Emissions Report

is deemed accepted if the Competent Authority does not respond to the Data Provider with questions for clarification, corrections or instruction for verification within 60 days of the submission. In the instance that a Data Provider is required to undergo independent verification, the Competent Authority will communicate with the Data Provider on the verification requirements and any necessary instructions and will provide confirmation once the verification process has concluded and the data has been approved by the Competent Authority.

- ii) **Desktop document review:** Where areas of unexplained risk are detected, the Competent Authority will contact the Data Provider to resolve failed checks or explain why the failed checks do not indicate an error. This may entail a process of documentation requests by the Competent Authority for additional evidence to explain sources of error in the Emissions Report.
- iii) **On-site inspection:** If areas of unexplained risk cannot be clarified via document review; or if Data Providers do not provide the required information; or if the results of the post-submittal quality control checks and emissions threshold review determine a high risk of misstatement, an inspection of the facilities may be requested by the Competent Authority. The on-site inspection will be undertaken at the discretion of the Competent Authority and will be determined by availability of personnel.
- iv) **Independent verification:** The Competent Authority will request the facility's emissions report to undergo independent verification. The cost of the independent verification will be borne by the Data Provider. Should the Data Provider Emissions Report/s be selected to undergo independent verification, the Competent Authority will notify the Data Provider. The notification for independent verification will at a minimum contain the following details:
  - Indication of the reason for being selected for independent verification;
  - Detail on the timelines for the finalisation of the independent verification process;
  - The scope of the independent verification (see Section 3.1.4 below); and
  - Additional administrative guidance on the independent verification process.

The outcome of the post-submittal quality control checks and emissions threshold review checks are the determining factor in which of the four actions listed above are

undertaken. If the results demonstrate that there is potentially high risk of misstatement, the Competent Authority may request the facility to undergo independent verification without starting with a desktop review or on-site inspection.

## 3. PART 2: INDEPENDENT VERIFICATION PROCESS

### 3.1 INDEPENDENT VERIFICATION PRINCIPLES AND REQUIREMENTS

#### 3.1.1 PRINCIPLES OF VERIFICATION

The Independent Assessor shall adhere to the following principles of verification throughout any independent verification engagement:

- i) Independence and objectivity - The Independent Assessor and its verification team shall remain independent of the facility and activity being verified, and free from bias and conflict of interest. The verification teams shall maintain objectivity throughout the verification to ensure that the findings and conclusions will be based on objective evidence generated during the verification.
- ii) Evidence-based - The Independent Assessor shall employ a rational method for reaching reliable and reproducible conclusions and is based on sufficient and appropriate evidence.
- iii) Ethical conduct - Demonstrate ethical conduct through trust, integrity, confidentiality and discretion throughout the verification process.
- iv) Fair presentation - Reflect truthfully and accurately verification activities, findings, conclusions and reports. Report significant obstacles encountered during the verification process, as well as unresolved, diverging opinions among verification team members, the Independent Assessor and the Data Provider.
- v) Due professional care - Exercise due professional care and judgment in accordance with the importance of the task performed and the confidence placed by the Data Provider and Independent Assessor. Have the necessary skills and competencies to undertake the verification.
- vi) Documentation - Document the verification and ensure it establishes the basis for the conclusion and conformity with the criteria.

#### 3.1.2 FACILITY LEVEL VERIFICATION

The Competent Authority shall request independent verification at the facility level, and not the Data Provider level, in alignment with the requirements of the NGERs. In certain

circumstances the Competent Authority may request verification of a specific emissions stream only within a facility, based on identification of that emissions stream having a higher risk of misstatement. This is done to assist in reducing the burden and cost of independent verification. Assessor

### 3.1.3 VERIFICATION STANDARDS

During Phase 1 of the verification programme, Independent Assessors will be able to conduct verification in line with the following verification standards:

- International Standard on Assurance Engagements 3410 (ISAE3410); and
- ISO14064-3:2019.

During Phase 2 of the verification programme when SANAS accreditation becomes mandatory, Independent Assessors are required to conduct verification in line with the standards set out by SANAS.

### 3.1.4 SCOPE OF VERIFICATION

The verification team shall plan and perform the verification to state with a **reasonable** level of assurance (as described in Section 3.1.5) that the aggregated error in the total GHG emissions for the reporting period does not exceed the materiality threshold.

### 3.1.5 ASSESSOR REASONABLE LEVEL OF ASSURANCE

The level of assurance refers to the degree of assurance the Competent Authority requires in a verification. The level of assurance is used to determine the depth of detail that an Assessor designs into their verification plan to determine if there are any material errors, omissions or misrepresentations. Absolute assurance is not attainable because of factors such as the use of judgement, use of testing, inherent limitations of control and the qualitative nature of some types of evidence. The Independent Assessor assesses the evidence collected and expresses a conclusion in the verification statement.

For a reasonable level of assurance, the Independent Assessor provides a reasonable, but not absolute, level of assurance that the responsible party's GHG assertion is materially correct.

A reasonable level of assurance entails a reduction in verification engagement risk to an acceptably low level in the circumstances of the verification engagement, as the basis for a positive form of expression of the Independent Assessor's conclusion. A reasonable level of assurance requires that sufficient appropriate evidence is obtained as part of a systematic verification engagement process that includes:

- Obtaining an understanding of the verification engagement circumstances;
- Assessing risks;
- Responding to assessed risks;
- Performing further evidence gathering procedures; and
- Evaluating the evidence obtained.

### 3.1.6 MATERIALITY

Materiality refers to the concept that individual errors or the aggregation of errors, omissions and misrepresentations could affect the Emissions Report and influence decisions made from this information. Therefore, materiality is used to identify information that, if omitted or misstated, would significantly misrepresent the Emissions Report as a whole.

The prescribed materiality threshold for independent verification engagements under these guidelines is **5%**.

Only for Emissions Reports that the Independent Assessor are able to state at a reasonable level of assurance that the aggregated error in the total GHG emissions for the reporting period does not exceed the materiality threshold, an unqualified<sup>7</sup> or positive Verification Opinion statement (Refer to Section 3.2.4.7 for additional detail) can be issued. Evaluating materiality of any misstatements found is essential in concluding whether the Emissions Report can be verified as unqualified.

The prescribed materiality threshold shall be considered on an aggregated basis for the facility's total emissions stated in the Emissions Report (i.e. the deviation of the verification team's value from the facility's Emissions Report shall not exceed the

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<sup>7</sup> Referred to in ISO14064-3:2019 as an unmodified opinion



prescribed materiality threshold in order for the verification team to issue an unqualified Verification Opinion statement).

### **3.1.7 CRITERIA**

Criteria for the verification engagement shall be relevant, complete, reliable and understandable. It shall be available to the intended user and referenced in the opinion statement. The criteria for independent verification for the purposes of the Technical Guidelines for Validation and Verification are stipulated in the NGERs and the Methodological Guidelines for Reporting of Greenhouse Gas Emissions.

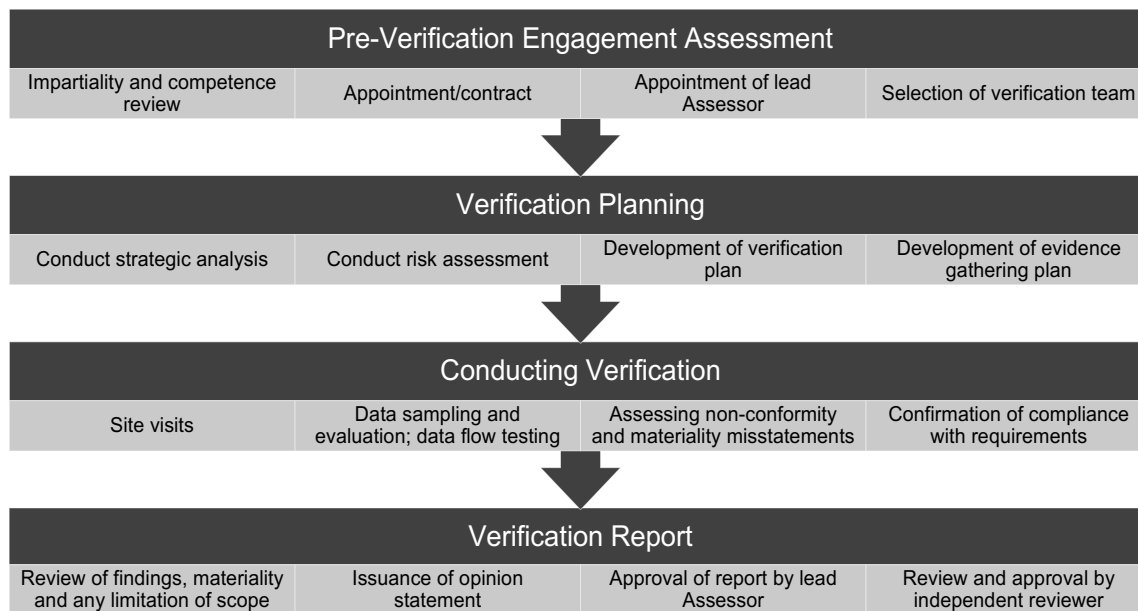
## **3.2 INDEPENDENT VERIFICATION PROCESS**

The independent verification process in this section broadly follows the requirements outlined in ISO14064-3:2019 and outlines the minimum requirements. This section is not prescriptive about the exact verification activities to be performed during verification. The exact verification activities shall be conducted based on the lead Assessor's professional judgment. For Phase 1 of the verification programme the Independent Assessor should follow the requirements of the verification standard chosen, either ISAE3410 or ISO14064-3: 2019. For the principles and procedures governing the validation and verification of emissions and sinks from land based activities (3B) and harvested wood products (3D1), please follow the Sequestration Guidelines - Methodological Guidelines for Quantification of Greenhouse Gas Emissions – Carbon Sequestration in the Forestry Industry.

An Independent Verification engagement is comprised of four main stages:

1. Pre-verification engagement assessment;
2. Verification planning;
3. Conducting verification activities; and
4. Reporting.

Figure 3.1 below highlights the key activities within each of the verification stages:



**Figure 3.1: Key Activities for Each Verification Stage**

### 3.2.1 PRE-VERIFICATION ENGAGEMENT ASSESSMENT

Prior to commencing any verification engagement of a facility, the Independent Assessor shall undertake a pre-verification engagement assessment. The purpose of the pre-verification engagement assessment is to evaluate:

- i) Whether the Independent Assessor is able to competently and objectively complete the independent verification of the facility's Emissions Report in line with the NGERs (e.g. ensuring that its scope of accreditation is appropriate for the verification, and to affirm the independence and objectivity of the verification team);
- ii) Whether there are any risks to the Independent Assessor as a result of undertaking a verification engagement with the facility or Data Provider; and
- iii) The resources required and cost of performing verification engagement of the Emissions Report.

The Independent Assessor shall carry out the following checks before undertaking any verification engagement:

- i) Evaluate the risks involved in undertaking the verification engagement, considering:
  - a. The nature of the facility's operations and the Data Provider's interests to assess what risks are involved in undertaking the verification engagement;
  - b. Potential risks to independence and objectivity of the Independent Assessor or Assessors; and
  - c. Risks involved in terms of time and resource allocation to the verification engagement.
- ii) Undertake a review of the GHG calculation, measurement and reporting information supplied by the facility to assess the scope and complexity of the verification engagement. Relevant information could include the existence of a Monitoring Plan, and the previous year's Emissions Report and Verification Report, if applicable.
- iii) Determine the time needed to properly carry out the verification engagement. The Independent Assessor should ensure that the scope of the verification work and the time allocated is consistent with the risks identified.
- iv) Review the appointment of the lead Assessor, taking into account technical requirements.
- v) Assess and be able to demonstrate that:
  - a. The Independent Reviewer is not a member of the verification team;
  - b. No personnel involved in the verification has provided consultancy or technical assistance related to the preparation of an Emissions Report with any facility owned by the Data Provider within the previous two (2) years;
  - c. No personnel involved in the verification was employed as staff of the Data Provider involved in any GHG emissions related work within the previous two (2) years; and
  - d. No personnel involved in the verification has any conflict of interest with the facility and/or the Data Provider.
- vi) Has not provided verification services to the facility for more than six (6) consecutive reporting periods.

The composition of the verification team must also be appropriate to address the complexity and size of the verification engagement and may require additional Assessors and technical experts on the verification team (see Section 3.1.1 with regards to roles and responsibilities of the team). There are several factors that can influence the technical and effort requirements of the verification engagement including, but not limited to, the following:

- i) **Industrial processes and product use (IPPU) emissions:** Facilities with emissions activities falling under Code 2 in Annexure 1 of the NGERs, are expected to have more complex emissions streams. For such facilities it is likely that the verification team will need to include a technical expert or verification team member who has experience and knowledge of the relevant industrial processes and product use related emissions.
- ii) **GHG Emissions Sequestration activities:** Facilities with emissions activities falling under Code 3B1 in Annexure 1 of the NGERs. For such facilities it is likely that the verification team will need to include a technical expert or verification team member who has experience and knowledge of the relevant emissions sequestration activities.
- iii) **Number of emissions streams and sources:** Independent verification of facilities with multiple emissions streams and GHG sources, are likely to result in a more complex and resource intensive verification exercise, due to the range of different verification activities that will need to take place.
- iv) **Total tCO<sub>2</sub>e:** The total tCO<sub>2</sub>e of the facility can be an indicator of the amount of effort required to verify the facility and will signal if there is a need for additional verification team members and support from technical experts.
- v) **Tier 1, 2 or 3 methodology used:** The tiers being used for calculating the emissions streams at a facility may impact on the complexity of the verification activities. In some cases, higher tiers will require specific technical knowledge related to mass-balance approaches that will trigger the need to include a technical expert within the verification team.
- vi) **The results of the risk assessment:** A facility with an assessed high risk of misstatement will require additional verification effort and in turn may require additional verification team members.

The facility shall make the necessary documentation available to the Independent Assessor for it to perform this assessment. The Independent Assessor shall ensure independence and objectivity at all times during the verification and shall declare any conflict of interests to the Competent Authority and the Data Provider at any stage of the verification.

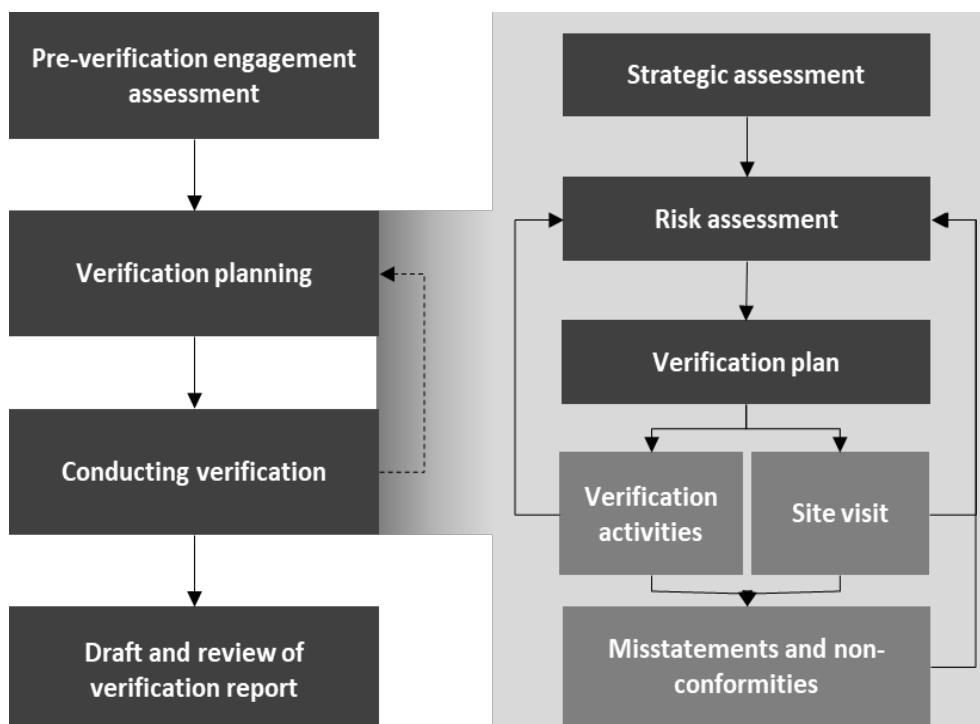
### 3.2.2 VERIFICATION PLANNING

Verification planning is a strategic, risk-based exercise carried out in order to develop the verification plan of data sampling and activities to be performed during the verification. For practical reasons, verification planning activities will be initiated before going to site (as described in Section 3.2.1.1), but much of the verification planning may only take place once on site.

This section provides the overview of key activities to undertake during verification planning, including:

- i. Strategic assessment;
- ii. Risk assessment;
- iii. Verification plan.
- iv. Evidence gathering activities and plan

Figure 3.2 below shows the relationship between verification planning activities and the results of the independent verification within the context of the four verification process stages. It is important to note that the findings during the independent verification itself and any misstatements identified may require a revised risk assessment and revised plan of verification activities. Therefore, verification planning can be an iterative process in order to minimise the verification risk.



**Figure 3.2: Relationship between verification planning activities**

#### 3.2.2.1. *Strategic Assessment*

At the start of verification, the verification team shall carry out a strategic assessment of all relevant activities of the facility/facilities in scope. This analysis assists the verification team to understand the activities taking place at the facility/facilities in scope to determine the likely nature, scale and complexity of the verification activities to be performed in order to ensure sufficient allocation of resources, and also provides input for structuring the subsequent risk assessment. It may draw upon the work performed during the pre-verification engagement assessment.

Strategic assessment involves a review of the existing GHG-related information and reporting procedures for the reporting period and any relevant previous emissions reporting.

In order to assess the inherent risks due to the environment within which the Emissions Report was produced, several areas shall be considered across:

- i) The operations, including:
  - a. Type and scale of the facility/facilities and its/their operations, and its/their normal operating conditions and planned and unplanned events

- (including typical schedule for shutdown and maintenance, plant upsets, emergency shutdown); and
- b. Number, nature and links between emission sources from emission source/ stream diagrams.
- ii) Data management (collection, processing and storage), including:
    - a. Variety of methods of quantifying GHG used for each emission stream; and
    - b. Availability of records and data required during verification.
  - iii) Facility management and Data Provider business environment, including:
    - a. Findings and non-conformities corrected during previous verifications, if relevant.
  - iv) Preliminary findings of data analysis, including:
    - a. Outliers, unexpected trends or apparent misalignment of emissions data with operational events; and
    - b. Significant differences from the previous reporting year or projected values.
  - v) Compliance with the NGERs:
    - a. Completeness, robustness and proper implementation of the procedures mentioned in the NGERs and Methodological Guidelines; and
    - b. Controls and quality assurance implemented.

#### 3.2.2.2. **Risk assessment**

Building on the knowledge and understanding gained from the strategic assessment, the verification team shall perform a risk assessment to inform the planning and design of required verification activities in order to achieve a reasonable level of assurance and to minimise verification risk.

Verification risk is the overall risk that the verification team issues an inappropriate Verification Opinion statement and is assessed based on inherent risk, control risk and detection risk. The relationship between verification risk and its constituent risk components is expressed by the formula:

$$\textit{Verification Risk} = \textit{Inherent Risk} \times \textit{Control Risk} \times \textit{Detection Risk}$$

Control risk refers to the susceptibility of the facility's Emissions Report to misstatements, which will not be prevented or detected and corrected on a timely basis by the control

system. Therefore, control risks are risks that the control system may not be adequate to prevent, detect or correct misstatements arising from inherent risks in a timely manner.

Inherent risk refers to the susceptibility of a parameter in the facility's Emissions Report to misstatements, individually or when aggregated with other misstatements, before taking into consideration the effect of any related control activities. Inherent risks are risks linked to the data flow activities<sup>8</sup>, assuming that there are no related control activities to mitigate these risks and without considering the facility's control environment. Inherent risks are related to the size and characteristics of the facility's data flow.

Whilst inherent and control risks are related to the systems and activities of the facility, detection risk relates to the nature, extent and timing of verification activities. Detection risk is the risk that the verification team does not detect a misstatement.

The risk assessment directs the verification effort to weaker areas of the facility's data generation, control environment, control system, management and reporting process, i.e. areas that give rise to an increased risk of misstatement or non-conformities. If during the verification process, the verification team identifies additional risks that need to be reduced or concludes that there is lower risk than originally expected, the risk assessment and verification plan has to be updated. The risk assessment is an iterative process and should be updated if data flows or the on-site verification shows that the risks are higher or lower than initially assessed when necessary. Other findings during the verification might also result in the need to revise the risk assessment and subsequently modify and/or repeat verification activities.

The risk assessment shall consider, as a minimum, the following:

- I. The likelihood of intentional misstatement in the Emissions Report;
- II. The relative effect of emission sources on the overall GHG statement and materiality;
- III. The likelihood of omission of a potentially significant emission source;
- IV. Whether there are any significant emissions that are outside the normal course of business for the Data Provider or that otherwise appear to be unusual;

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<sup>8</sup> Data flow activities are all operational activities and systems necessary to produce the data for the Emissions Report. This may include measuring, monitoring, collecting, recording, processing, analysing and calculating parameters and handling any subsequent data.



- V. The nature of operations specific to a facility;
- VI. The degree of complexity in determining the organizational and whether related parties are involved;
- VII. Any changes from prior periods;
- VIII. The likelihood of non-compliance with the NGERs that can have a direct effect on the content of the Emissions Report;
- IX. Any significant economic or regulatory changes that might impact emissions and emissions reporting;
- X. Selection, quality and sources of GHG data;
- XI. The level of detail of the available documentation;
- XII. The nature and complexity of quantification methods;
- XIII. The degree of subjectivity in the quantification of emissions;
- XIV. Any significant estimates and the data on which they are based;
- XV. The characteristics of the data management information system and controls;
- XVI. The apparent effectiveness of the Data Provider's control system in identifying and preventing errors or omissions;
- XVII. Any controls used to monitor and report of GHG data; and
- XVIII. The experience, skills and training of personnel.

#### 3.2.2.3. **Verification plan**

The risk assessment shall be used in developing the verification plan. The verification plan is an outline of the planned schedule of verification activities to be performed to reach the desired level of verification risk, including data sampling and site visit plans. The verification plan shall be documented and signed off by the team leader. The verification plan resulting from the analyses outlined in this section shall include:

- i) The scope and objectives;
- ii) Identification of the verification team and their roles; Proposed document and data reviews;
- iii) A verification schedule describing the nature, timing and extent of the verification activities;
- iv) Verification criteria;
- v) Level of assurance (reasonable) and the materiality threshold (5%);
- vi) Overall timetable of verification services; and
- vii) Dates of proposed meetings and/or site visit(s).

The verification plan shall be revised as necessary during the verification.

#### 3.2.2.4. *Evidence gathering activities and plan*

The Independent Assessor shall design evidence-gathering activities, as a minimum aligned to those outlined in Section 5.3 of ISO14064-3:2019, to collect sufficient and appropriate evidence upon which to base the conclusion. The Independent Assessor shall design and perform analytical procedures and tests for each type of material emission or removal.

Evidence gathering activities and the associated application of these activities and techniques shall be designed and performed in alignment with the requirements outlined in Section 6.1.3 of ISO14064-3:2019, as a minimum. This includes analytical, control and estimate testing.

Data sampling is an important evidence gathering activity. The verification team shall use their professional judgement to decide on the sampling approach (statistical or non-statistical), technique and sample size. The most appropriate sampling techniques as well as sample size required to verify each emission stream in order to achieve reasonable level of assurance will depend on the relevant activity data tier, GHG quantification method, uncertainty and controls, and therefore the level of associated risk established in the risk assessment

The verification team shall establish and document an appropriate data sampling plan in order to achieve the desired level of detection risk identified in the risk assessment.

### 3.2.3 CONDUCTING VERIFICATION

The objective of the verification engagement is to verify the data provided to obtain sufficient supporting evidence in order for the verification team to issue the Verification Opinion statement with a reasonable level of assurance. The verification team shall follow the sampling and testing activities outlined in the verification and evidence-gathering plan and conduct appropriate analysis to assess the correct implementation of control activities and integrity of data flows.

To verify the accuracy of the reported data in the Emissions Report, the verification team shall confirm that the Emissions Report has been prepared in accordance with the NGERs and the Methodological Guidelines.

Where the verification team uncovers anomalies, emissions trend variances, data gaps or data that are inconsistent with other relevant information or that differ materially from expectations, the verification team shall obtain explanations from the facility. These issues shall be included in the issues log of the Verification Report.

#### **3.2.1.1. *Site visit***

In order to ensure that a reasonable level of assurance is attained, the lead Assessor shall conduct a minimum of one (1) site visit to each facility as part of every verification engagement regardless of the complexity of the facility's processes or previous verification result. The site visit is essential in evaluating the correct and appropriate implementation of control activities. The purpose of a site visit is to gather sufficient evidence to enable the verification team to issue the Verification Opinion statement to a reasonable level of assurance.

If the site visit objectives are not met in the first visit, subsequent visits shall be scheduled in order to carry out additional verification procedures such as walk-through tests, interviews, sampling.

Evidence-gathering activities during site visits are determined by the risk assessment and shall include, but are not limited to, those outlined in Section 6.1.4.3 of ISO14064-3:2019.

### **3.2.4 VERIFICATION CONCLUSION**

#### **3.2.4.1 *Introduction***

Once all of the verification activities from the final verification plan have been performed and the materiality of any resulting misstatements and non-conformities have been evaluated, the verification team shall ensure that it has gathered sufficient appropriate evidence to conclude on the findings and to issue a Verification Opinion statement. If the Independent Assessor determines there is insufficient or inappropriate evidence, the Independent Assessor shall develop additional evidence-gathering activities. The

verification team shall justify the conclusion and findings based on the quality and reliability of the evidence supplied.

#### **3.2.4.2 *Independent Assessor communication***

The Independent Assessor, as soon as practicable, shall communicate requests for clarification, material misstatements and nonconformities to the Data Provider. If there is a material adjustment to be made to the Emissions Report, the Independent Assessor shall communicate the need for the adjustment to the Data Provider.

If, in the Independent Assessor's judgement, the Data Provider does not respond appropriately within a reasonable period and all reasonable attempts have been made to obtain a response, the Independent Assessor shall communicate the matter to the Competent Authority. Failing any resolution, the Independent Assessor shall:

- a) issue a qualified verification opinion statement (see Section 3.2.4.7); or
- b) withdraw from the verification engagement, citing and communicating the reasons to the Data Provider and Competent Authority.

#### **3.2.4.3 *Sufficiency of evidence***

If the Independent Assessor determines that there is insufficient information to support the Emissions report, the Independent Assessor shall request additional information. If sufficient information cannot be obtained and all reasonable attempts have been made to obtain a response and the information is necessary for the Independent Assessor to form a conclusion, the Independent Assessor shall not proceed with the verification and shall:

- a) issue a qualified verification opinion statement; or
- b) withdraw from the verification engagement, citing and communicating the reasons to the Data Provider and Competent Authority.

#### **3.2.4.4 *Intentional misstatement***

If a matter comes to the Independent Assessor's attention that causes the Independent Assessor to believe in the existence of intentional misstatement or noncompliance by the Data Provider with the NGERs, the Independent Assessor shall communicate the matter to the Competent Authority as soon as practicable.

#### **3.2.4.5 *Documented information***

The Independent Assessor shall maintain all relevant internal records of the engagement including:

- i) Engagement contract;
- ii) Verification plan;
- iii) Evidence-gathering plan;
- iv) Who performed the evidence-gathering activities and when they were performed;
- v) Collected evidence;
- vi) Requests for clarification, material misstatements and nonconformities arising from the verification and the conclusions reached;
- vii) Communication with the Data Provider on material misstatements;
- viii) The conclusions reached and opinion by the Independent Assessor; and
- ix) The name of the independent reviewer, the date of review and comments of the reviewer.

The Independent Assessor shall provide access to its internal verification records when requested by the Competent Authority, within the time frame stipulated by the Competent Authority.

At the conclusion of the verification activities, a Verification Report shall summarize the findings and a Verification Opinion statement shall be issued, based on the quality and reliability of the evidence supplied, detailing any significant findings and the conclusion.

#### **3.2.4.6 Verification Report Requirements**

The verification team shall use the Verification Report template provided by the Competent Authority (See Annexure B). A completed Verification Report template along with the supporting documents will form the Verification Report submission.

The Verification submission shall include the following:

- i) Details of the facility and reporting period covered in the verification engagement;
- ii) Total verified GHG emissions (tCO<sub>2</sub>e);
- iii) Verification opinion statement (see Section 3.2.4.7);

- iv) Details of the Independent Assessor and list of personnel involved in conducting verification activities (with any changes from notice of verification);
- v) Date of site visit(s) and summary of activities conducted during site visit;
- vi) Issues log detailing any corrected misstatements and non-conformities with the NGERs identified during the verification engagement, and all uncorrected misstatements and non-conformities at the time of issuing the Verification Report with the estimated magnitude of any misstatement and their materiality;
- vii) Recommendations for improvements in the facility's GHG-related data management systems based on the findings during the verification engagement, even where the current systems did not result in misstatements or non-conformities;
- viii) A summary of the approach and types of verification activities conducted to reach the Verification Opinion statement, highlighting significant matters arising where professional judgment was required; and
- ix) Sign off by the lead Assessor and independent reviewer.

#### **3.2.4.7 Verification opinion statements**

The verification engagement shall conclude with a Verification Opinion statement. As previously indicated, the prescribed materiality threshold for independent verification engagements under these guidelines is **5%**.

Only for Emissions Reports that the Independent Assessor are able to state at a reasonable level of assurance that the aggregated error in the total GHG emissions for the reporting period does not exceed the materiality threshold, an unqualified or positive Verification Opinion statement can be issued. Evaluating materiality of any misstatements found is essential in concluding whether the Emissions Report can be verified as unqualified. Although materiality is assessed quantitatively at an aggregated emissions level, the Independent Assessor shall also assess and consider the following before issuing the Verification Opinion statement:

1. Deviation of the Independent Assessor's value from the value in the Data Providers Emissions Report at the individual emission stream level; and

2. Other qualitative aspects or issues that may influence the decisions and actions of the Competent Authority or intangible issues that affect the Emissions Report.

Examples include:

- a. Control issues that erode the Independent Assessor's confidence in the reported data;
- b. Poorly managed documented information; and
- c. Difficulty in locating requested information.

Even if the materiality threshold is not exceeded at the aggregated emissions level, it is important to note that the verification team may not issue an unqualified Verification Opinion statement if the verification team assessed that there are qualitative aspects or issues that may influence the decisions and actions of the Competent Authority.

After reaching a decision to issue an opinion, the Independent Assessor shall issue an opinion of one of the following types:

- i) Unqualified; or
- ii) Qualified<sup>9</sup>.

The Verification Opinion statements are summarized in Table 3.1 below.

**Table 3.1: Verification opinion statements and justification**

Verification opinion statement	Justification
Unqualified opinion	The verification team can state with a reasonable level of assurance that the aggregated error in the total GHG emissions in the Emissions report does not exceed the materiality threshold and the criteria are applied appropriately for material GHG emissions.
Qualified opinion	<p>The verification team is unable to give an unqualified Verification Opinion statement at a reasonable level of assurance.</p> <p>The reasons for giving a qualified Verification Opinion statement may include, but not be limited to the following:</p> <ol style="list-style-type: none"> <li>i) The aggregated error in the total GHG emissions in the Emissions Report exceeded the materiality threshold.</li> <li>ii) The criteria are not appropriately applied for material GHG emission sources. Non-conformities individually or collectively provide insufficient clarity to provide an unqualified opinion statement. This may arise from the following situations:</li> </ol>

<sup>9</sup> Referred to as unmodified or adverse in ISO14064-3:2019

- |  |   |
|--|---|
|  | <ul style="list-style-type: none"><li>a. Missing data which prevents the verification team from obtaining the evidence required to reduce the verification risk to the level needed to obtain reasonable level of assurance.</li><li>b. The facility has failed to make sufficient information available to enable the verification activities to be carried out.</li></ul> |
|--|---|

The opinion statement shall contain:

- i) Who the opinion statement is addressed to;
- ii) Identification of the Data Provider and Facility;
- iii) Identification of the Emissions Report, including the date and period covered by the Emissions Report;
- iv) Description of the work performed;
- v) Limitations of work performed;
- vi) Team that conducted the verification;
- vii) Identification that the Emissions Report is the responsibility of the Data Provider;
- viii) Description of the Independent Assessor's responsibility;
- ix) Identification of the criteria used to compile and assess the Emissions Report;
- x) A declaration that the verification of the Emissions Report was conducted in accordance with this document;
- xi) The Independent Assessor's conclusion;
- xii) Signature of the Independent Assessor;
- xiii) Name and role of the lead Assessor within the Independent Assessor organisation; and
- xiv) The date of the opinion.

The opinion may contain statements that limit the liability of the Assessor.

The Independent Assessor shall state the reasons for a qualified opinion statement.

An example of a verification opinion statement, issued in line with ISO14064-3 (2019) is included in Annexure B based on the verification activities conducted by the verification team.

#### **3.2.4.8 Facts Discovered After the Verification**

The Independent Assessor shall obtain sufficient appropriate evidence and identify relevant information up to the date of the verification opinion. If facts or new information that could materially affect the verification opinion are discovered after this date, the



Independent Assessor shall take appropriate action, including communicating the matter as soon as practicable to the Data Provider and Competent Authority. The Independent Assessor may also communicate to other interested parties the fact that reliance of the original opinion may now be compromised given the discovered facts or new information.

#### **3.2.4.9 Independent Review**

Prior to the issuance of the Verification Report to the facility, the verification work and related documentation shall be reviewed by an independent reviewer. The independent reviewer must not have carried out verification activities that are subject to his/her review.

The main objectives of the review shall include, but are not limited to, the following:

- i) Quality check to identify errors and/or omissions;
- ii) A final assessment that due professional care and judgement has been applied in accordance with the Independent Assessor's quality control procedures;
- iii) Assess that the verification work carried out by the verification team is in line with the Verification Guidelines; and
- iv) Assess that the evidence gathered during the course of the verification engagement is sufficient to support the Verification Opinion statement.

Review steps undertaken by the independent reviewer shall include, but are not limited to, the following:

- i) Whether the team competencies are appropriate;
- ii) Whether the strategic assessment, risk assessment and verification plan, including revisions of the risk assessment and the verification plan have been carried out appropriately;
- iii) Whether the verification engagement has been sufficiently documented in order to support the Verification Opinion statement, and the consistency between the working files and the Verification Report;
- iv) Whether misstatements and non-conformities have been communicated to the facility, if they have been addressed by the facility, and how these have been identified in the Verification Report;
- v) Whether uncorrected misstatements and non-conformities and their impact on the reported data have been appropriately assessed; and

- vi) Whether an appropriate Verification Opinion statement has been issued.

If the independent reviewer has identified errors or concludes that insufficient evidence has been gathered to achieve a reasonable level of assurance, the lead Assessor shall ensure that the verification team corrects these and obtains the missing evidence or confirmation to substantiate the Verification Opinion statement. Changes that the verification team makes in the Verification Report as a result of the independent review shall be reviewed by the independent reviewer, along with the new evidence gathered before issuing the report to the Data Provider and the Competent Authority.

#### **3.2.4.10 Verification report submissions**

Data Providers whose facilities have been selected for independent verification should have their Verification Report submitted to the Competent Authority within 90 days of notification by the Competent Authority. This section, along with Figure 3.3 below, outlines the Verification Report submission process:

1. After the Draft Verification Report has been reviewed by the independent reviewer, the Independent Assessor shall submit the Draft Verification Report to the Data Provider.
2. Once both parties have agreed on the content of the Draft Verification Report, any material misstatements that were identified during the verification process will need to be rectified by the Data Provider.
3. If there is no agreement on the content of the Draft Verification Report, the Independent Assessor can proceed to submit the report to the Competent Authority. If the Competent Authority is satisfied with the independent verification assessment, the data provider will be notified of such decision. If the data provider still maintains that the originally submitted report is correct, the Competent Authority can refer the matter for compliance enforcement process as per the South Africa National Environmental Management Act 107 of 1998 will be triggered.
4. The Data Provider should notify the Competent Authority if there is a need to update their Emissions Report on the NAEIS.
5. Once the Independent Assessor is satisfied that the Emissions Report on the NAEIS agrees to the Draft Verification Report, the Independent Assessor may submit a finalised Verification Report to both the Data Provider and the Competent Authority for their review.

6. The Competent Authority will review the Verification Report and approve the Verification Report and Emissions Report on the NAEIS system if they are satisfied with the contents of both.
7. If the Competent Authority identifies any required amendments to either the Verification Report or the Emissions Report, the Competent Authority will notify the Independent Assessor and the Data Provider accordingly.

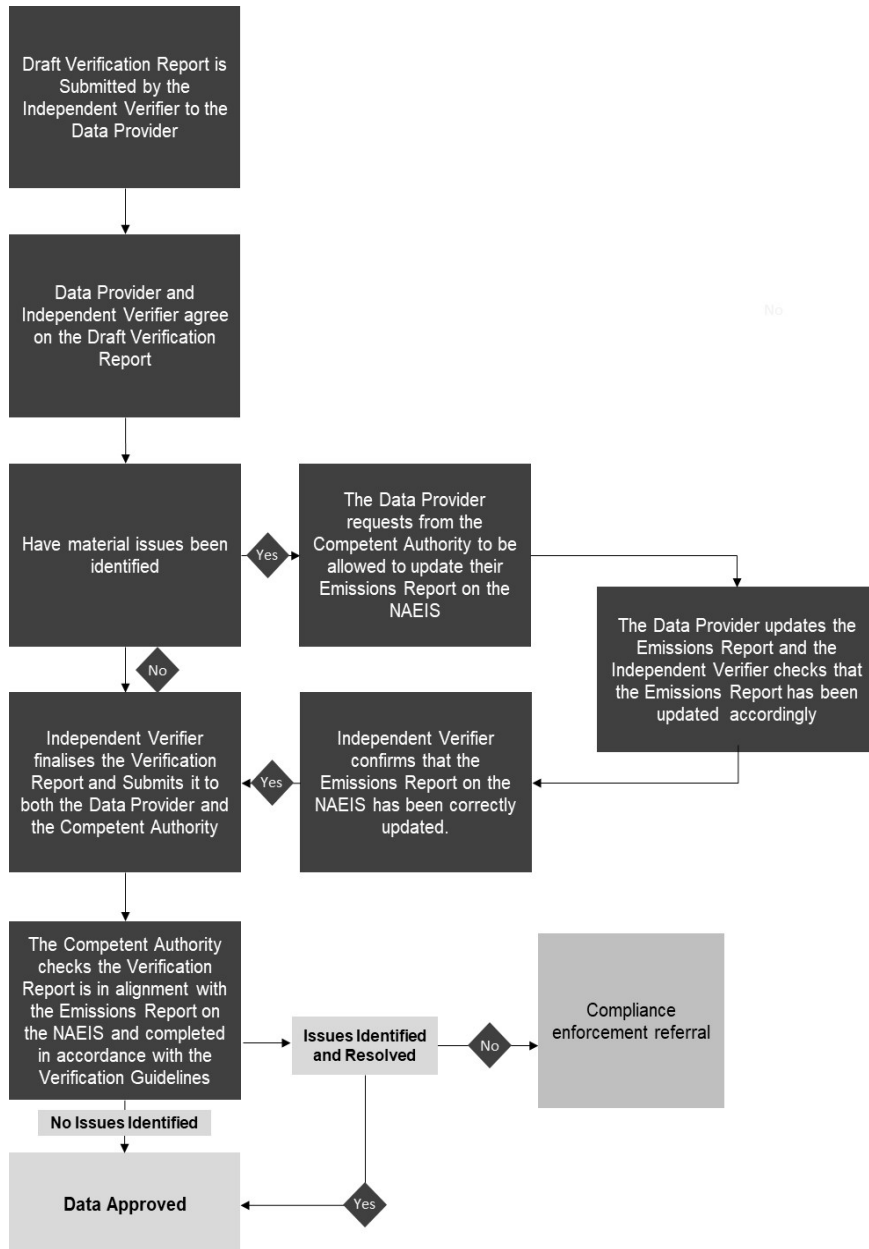


Figure 3.3: Verification Report Submission Process

**3.2.4.11 Penalties for non-compliance by Data Providers**

It is important for the Data Provider to be aware of the penalties stipulated under the NGERs relating to misstatements in the Emissions Report and non-compliance with the NGERs. The Data Provider may be subject to penalties, elaborated on in Section 17 of the NGERs, if offences as described in Section 16 of the NGERs are identified during the verification process.

## **4. PART 3: ACCREDITATION AND COMPETENCE**

### **4.1 ACCREDITATION PROCESS FOR INDEPENDENT ASSESSORS**

#### **4.1.1 ACCREDITATION AND VERIFICATION DURING PHASE 1**

During Phase 1 of the Verification Programme (up to the end of 2022), it will not be mandatory to have Independent Assessors accredited by SANAS and those that are not accredited must apply to the Competent Authority prior to appointment by the Data Provider, to demonstrate that they have sufficient competence to verify Emissions Reports as a part of the NGERs (See Section 4.2.2). The list of approved Independent Assessors will be provided on the DFFE website (on the GHG reporting module of NAEIS (SAGERS)).

#### **4.1.2 ACCREDITATION AND VERIFICATION DURING PHASE 2**

From 2023 (Phase 2 of the Verification Programme) Independent Assessors will need to become ISO 14065 accredited by SANAS to perform GHG verification. The accreditation process is provided by SANAS (and it is currently outlined on SANAS's website (<https://www.sanas.co.za/Pages/index.aspx>)) and will replace the process outlined in Section 4.2 during Phase 2. It is important to note that ISO standard will be replaced by the ISAE17029 and independent assessors will need to engage with SANAS on the steps needed to comply with the new standard.

### **4.2 COMPETENCE ASSESSMENT PROCESS IN PHASE 1**

Section 4.2 provides clarity to Independent Assessors during Phase 1. After Phase 1, where all Independent Assessors will be SANAS accredited, the guidelines must be used in conjunction with SANS / ISO/ISAE17029 standards for GHG verification. Although all effort was made to make sure that the requirements stipulated here are in line with SANAS accreditations rules and criteria, it must be noted that SANAS accreditation rules take precedence over Section 4.2 of the verification guidelines in Phase 2.

### 4.2.1 COMPETENCE ASSESSMENT PROCESS

To be allowed to conduct independent verification during Phase 1 of the verification programme, Independent Assessors will need to go through the following process with the Competent Authority:

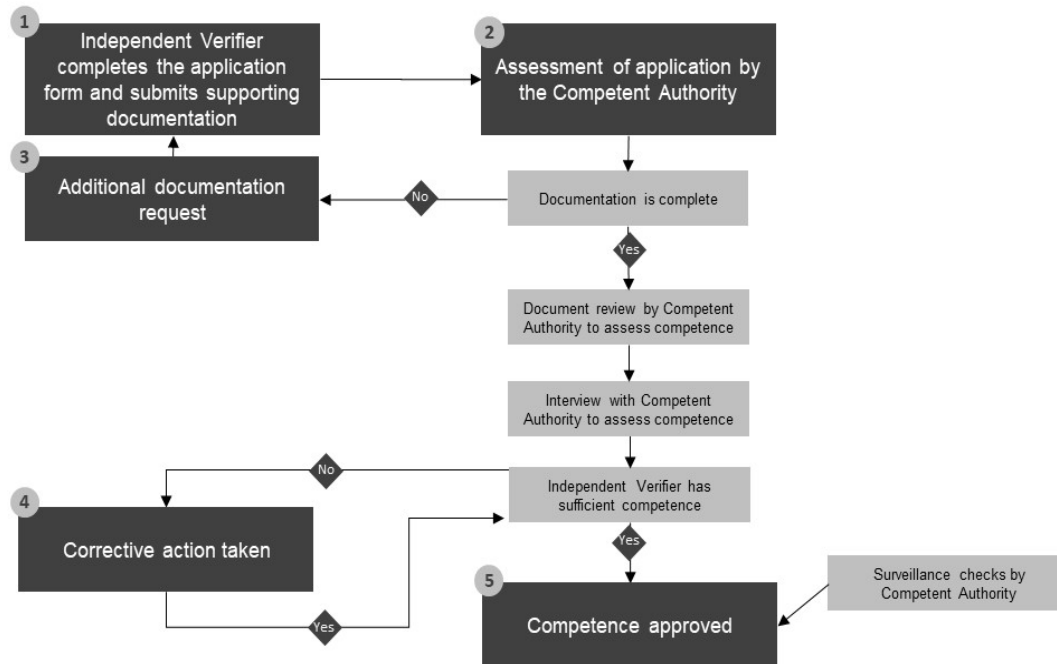


Figure 4.1: Interim Verification Process with the Competent Authority for Phase 1

1. The Independent Assessor must complete the application form in Annexure C and submit it to the Competent Authority via the Competent Authority's official e-mail address ([GHGReporting@environment.gov.za](mailto:GHGReporting@environment.gov.za)). The Independent Assessor should also submit the following supporting documentation to the Competent Authority along with the application form:
  - a. Company registration certificate;
  - b. Supporting documents for organisation structure;
  - c. Supporting documents for lead and supporting Assessor(s) competence; and
  - d. Supporting documents for independent reviewer(s) competence.

Possible supporting documents to evidence the competence of the lead Assessor and independent reviewer includes:

- a. Previously signed off Verification Reports for reasonable / limited assurance engagements including Scope 1 GHG emissions under other assurance standards;
- b. Qualification certificates; and

- c. Records of training courses completed.
2. Once the Independent Assessor has submitted all the required documentation, the Competent Authority will assess if the Independent Assessor is sufficiently competent in accordance with Section 4.2.2 of the Verification Guideline.
3. Part of this assessment may include a face-to-face interview with the applicants.
4. If the Independent Assessor has not submitted all necessary documentation, the Competent Authority will notify the Independent Assessor to submit additional documentation.
5. If the Independent Assessor is not deemed sufficiently competent in accordance with Section 4.2.2 of the Verification Guideline, they will be required to take corrective actions, before they are approved by the Competent Authority.

After approval has been granted, the Competent Authority holds the discretion to ensure the competence of the Independent Assessor. This may include surveillance activities such as either of the following approaches:

- **Witness audits:** At its discretion, the Competent Authority may carry out witness audit(s) to observe how a verification is conducted to assess the competence and performance of personnel involved in the verification. The Competent Authority may observe any stage of the verification activities including planning, meetings, calls, data sampling, and site visits to the facility. The Competent Authority may interview any verification team member or verification company's personnel.
- **Review of documentation and Verification Reports:** The Competent Authority may request to review supporting evidence used to conclude on specific observations detailed in the Verification Report. The Competent Authority will also review the Verification Report to ensure it is in line with the requirements outlined in the Technical Guidelines.

## 4.2.2 COMPETENCE AND REQUIREMENTS

### 4.2.2.1. *Roles and responsibilities*

The Independent Assessor shall at a minimum comprise a lead Assessor. There shall also be an independent reviewer to perform the required internal quality control checks. The team may also include additional verification team members as well as technical expert(s), if required. The roles and responsibilities of the respective team members and the independent reviewer are summarized in Table 4.1.

**Table 4.1: Typical Roles and responsibilities of the independent verification team**

Role Player	Roles and Responsibilities
Lead Assessor	<p>The lead Assessor leads and manages the entire verification engagement, from planning and execution to issuing the Verification Report, including:</p> <ul style="list-style-type: none"> <li>i) Determining the team requirements and resource allocation on the verification, including assembling the verification team and assessing competence and independence of the verification team;</li> <li>ii) Allocation and briefing on specific tasks to verification team members;</li> <li>iii) Responsibility for ensuring the verification plan is complete and appropriate, as well as its proper implementation and any necessary amendments during the verification process;</li> <li>iv) Responsibility for submission of the notice of verification, verification plan summary, notice of site visit and Verification Report to the Competent Authority;</li> <li>v) Maintaining communication with the reporting Data Provider;</li> <li>vi) Conducting the site visit, including assembling the team for the site visit and managing the process and communication of planning and concerns to the facility;</li> <li>vii) Ensuring that all internal verification documentation, including supporting evidence, is complete and compiled in compliance with document retention requirements;</li> <li>viii) Guiding the drafting of the Verification Report;</li> <li>ix) Providing assistance, clarification and response to requests from the independent reviewer in order to complete the Verification Report quality checks; and</li> <li>x) Endorsing the Verification Report and issuing the Verification Opinion statement.</li> </ul>
Independent reviewer	<p>An independent reviewer must maintain independence by not participating in verification activities for the facility. The independent reviewer's role is to provide independent internal quality control at two stages:</p> <ul style="list-style-type: none"> <li>i) Upon completion of the initial verification plan; and</li> <li>ii) Upon completion of all verification activities, and before submission of the Verification Report to the Data Provider and the Competent Authority.</li> </ul> <p>The independent reviewer will review documents applicable to the verification services provided and identify any failure to comply with the verification plan, NGERs, or with the Independent Assessor's internal policies and procedures for providing verification services. The independent reviewer must concur with the verification findings and sign off on the Verification Report before it can be issued to the Data Provider and the Competent Authority.</p> <p>The independent reviewer's assessment and sign-off shall serve as a final check on the verification team's work to identify any errors made by the verification team in the conduct of the verification engagement, including errors in planning, errors in data sampling, and errors in judgement by the verification team related to the Verification Opinion statement.</p>
Assessor team members	<p>Assist the lead Assessor to carry out verification activities, including:</p> <ul style="list-style-type: none"> <li>i) Confirming the scope of verification with the facility;</li> <li>ii) Assisting the lead Assessor in assessing whether the verification objectives are addressed in the detailed verification planning;</li> <li>iii) Undertaking the data sampling;</li> <li>iv) Resolving issues relating to verification, in particular those associated with the materiality of reported data;</li> <li>v) Compiling the internal verification documentation; and</li> <li>vi) Drafting the Verification Report.</li> </ul>
Technical expert	<p>The role of a technical expert is not always necessary but is important to supplement the verification team with detailed information on certain specific processes of the</p>



facility where the team lacks technical expertise, knowledge or experience. For example, on a specific piece of measurement equipment or understanding a complex process emission stream. As such, the technical expert need not possess GHG verification experience and shall not be part of the decision-making process of the verification.

#### 4.2.2.2. **Qualifications and Competence requirements**

Confidence and reliance in the verification of GHG emissions depends on the competence of those conducting the verification. Personnel performing verification of GHG emissions must be competent on the basis of the appropriate education, training, skills and related sector scope experience.

Personnel conducting or performing verification should maintain and improve their knowledge and skills through continuous professional development (CPD) activities, such as training, private study, seminar and conferences. Assessor's and Independent Reviewers must maintain their continuous professional development records.

#### 4.2.2.3. **Qualification Requirements**

The minimum qualification criteria for verification are provided for in the SANAS Technical Requirement for Bodies Providing Greenhouse Gas Validation and Verification (TR88-01) and reproduced in italics below. This is consistent with and additional to the requirements of ISO 14065.

- I. *Minimum qualification for scopes are based on the complexity of sector, taking emission sink quantity, number of sites, emission sources and types of Greenhouse gasses into consideration:*
  - *Low complexity – total of scope 1 and 2<sup>10</sup> less than 10,000 ton CO<sub>2</sub>e per year.*
  - *Medium complexity – total of scope 1 and 2 less than 100,000 ton CO<sub>2</sub>e per year.*
  - *High complexity – total of scope 1 and 2 more than 100,000 ton CO<sub>2</sub>e per year.*
- II. *If number of sites exceeds 5 and there are more than one source of emissions for scope 2 complexity is increased.*

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<sup>10</sup> It is recognised that the NGERs do not use the terms Scope 1 and 2 emissions and that only direct emissions are reported by Data Providers. This terminology is, however, used in the SANAS technical document and is only relevant with respect to determining complexity.

- III. *If more than just CO<sub>2</sub> in the GHG is accounted for (e.g. methane, Sulphur Hexafluoride, nitrous oxide, HFCs and PFCs) then complexity is increased.*
- IV. *Generic competencies of ISO/SANS 14065, ISO/SANS 14063 and ISO/SANS 14066 should normally be sufficient to cover low complexity sector specific competencies.*
- V. *Generic competencies as per low complexity plus sector specific competencies*
- VI. *Relevant to the process emissions should be appropriate for medium complexity.*
- VII. *Competencies as per medium complexity plus the demonstrated ability to ensure that the team accurately aggregates very large or high complex inventories should be appropriate for high complexity.*

<b>Complexity</b>	<b>Education Requirements</b>	<b>Knowledge and Skills</b>	<b>GHG Sector Experience</b>
<i>Low</i>	<i>Hold at least a minimum Grade 12 Certificate or equivalent.<sup>11</sup></i>	<i>SANS 14065; SANS 14063; SANS 14064-1/2; SANS 14066.  Demonstrated Skills</i>	<i>Direct or related more than 1 years.<sup>12</sup></i>
<i>Medium</i>	<i>Hold at least a minimum 3 year national diploma or degree in science, engineering, commercial, economics or equivalent.<sup>11</sup></i>	<i>SANS 14065; SANS 14063; SANS 14064-1/2; SANS 14066.  Demonstrated Skills</i>	<i>Direct or related more than 1 years.<sup>12</sup></i>
<i>High</i>	<i>Hold at least a minimum 3 year degree or equivalent in science, engineering, economics.<sup>11</sup></i>	<i>SANS 14065; SANS 14063; SANS 14064-1/2; SANS 14066.  Demonstrated Skills</i>	<i>Direct or related more than 3 years.<sup>12</sup></i>

In addition to the requirements above, for Phase 1 of the Verification Programme, a **Lead Assessor** shall have:

- i) Performed verification of Scope 1 GHG emissions on at least three (3) completed verification engagements at a limited or reasonable level of assurance over the past four (4) years. GHG emissions verified can be either as part of an official emissions trading or carbon pricing scheme, or as part

<sup>11</sup> In some cases, extensive experience in the relevant field of expertise for GHG may be substituted for formal qualification.

<sup>12</sup> With a minimum of one year in a technical area and three years in a complex technical area.

of voluntary assurance of non-financial disclosures, including Carbon Disclosure Project, ISO 14064 disclosure, and sustainability reporting, but must include Scope 1 emissions and involve on-site testing and sampling of data.

A lead Assessor shall be able to demonstrate the following:

- i) Experience in planning and conducting verification activities including assessment of sampling methodology, data and control activities, conducting risk assessment and determining materiality and overall audit confidence level;
- ii) Knowledge of GHG related processes and measurement and the potential GHG emission sources in order to understand the Emissions Report, and draw accurate and meaningful conclusions from observations, facility documentation and relevant literature;
- iii) Knowledge of international GHG standards (i.e. IPCC guidelines on treatment of emissions sources, GHG Protocol, ISO 14064), the NGERs and its associated Methodological Guidelines;
- iv) Experience in identifying misstatements and non-conformities in GHG emissions reporting;
- v) The ability to assess the scope of verification activities required in order to reach a reasonable level of assurance and assign sufficient resources to the verification team;
- vi) The ability to assess the skills of verification team members in order to assign appropriate verification activities and functions to team members, and contract appropriate technical experts where necessary;
- vii) The ability to oversee and manage the verification process and reporting, having sufficient knowledge to assess the quality and completeness of verification activities performed; and
- viii) The knowledge to assess compliance with NGERs and verification guidelines, including activities performed by the verification team members including technical experts (if applicable).

In addition to the requirements above, for Phase 1 of the Verification Programme, an **independent reviewer** shall have

- i) Performed within the past four (4) years independent review of at least two (2) completed verification engagements at limited or reasonable level of assurance; and
- ii) Been involved in at least one (1) verification of scope 1 GHG emissions over the past four (4) years.

An independent reviewer shall be able to demonstrate the following:

- i) Experience in reviewing or planning and overseeing verification activities including sampling methodology, data and control activities, risk assessment and materiality, and overall audit confidence level;
- ii) Sufficient understanding of industrial GHG related processes, GHG measurement, and potential GHG emission sources in order to understand the verified information and data;
- iii) Knowledge of international GHG standards (i.e. IPCC guidelines, GHG Protocol, ISO 14064) and the NGERs and its guidelines;
- iv) Experience in identifying misstatements and non-conformities in a Verification Report; and
- v) Experience in ensuring compliance of the verification activities performed by the verification team members, with the NGERs and verification guidelines and the verification company's internal policies and procedures for providing verification services.

#### 4.2.2.4. **Competence Requirements**

Competence is the ability to apply knowledge and skills to achieve intended results. Competence, as defined in ISO 14066, is the broad range of knowledge, skills, attitudes and observable behaviour that together comprises the ability to deliver a specified professional service; it also involves adoption of a professional approach that values accountability to the public and leadership in professional practice, the public sector, the corporate sector and education.

The competence requirements for GHG verification teams are detailed in SANS 14066:2012 / ISO14066:2011 and supplemented by Section 6.2 of ISO 14065:2013; and will need to be met by the teams applying to conduct verification during Phase 1 of the Verification Programme.

These competence requirements from 14066:2012 / ISO14066:2011 and ISO 14065:2013 are broadly summarised below:

A verification team collectively shall have **GHG programme knowledge**, including the following:

- i) Eligibility requirements;
- ii) Applicable legal requirements;
- iii) Verification and reporting requirements and guidelines; and
- iv) Scope of the GHG emissions subject to reporting.

A verification team collectively shall have **technical knowledge**, including the following:

- i) GHGs, global warming potentials, activity data and emission factors;
- ii) Application of materiality and material discrepancy;
- iii) Application of quantification and reporting principles (e.g. completeness, consistency, accuracy, transparency and relevance);
- iv) Relevant sector GHG sources and carbon; and
- v) Relevant sector quantification methodologies, monitoring techniques and calibration procedures and their Consequences for data quality.

A verification team collectively shall have **data and information verification knowledge**, including the following:

- i) Data and information verification methodologies;
- ii) Risk assessment methodologies;
- iii) Data and information sampling techniques;
- iv) GHG data and information control systems; and
- v) Typical internal control systems.

A verification team collectively shall have the necessary **skills** to perform verification activities. Examples of applicable skills include the ability to:

- i) Retrieve relevant information and apply the knowledge in a manner appropriate for the work;
- ii) Understand the meaning, translation, and interpretation of information;
- iii) Think critically and analyse multiple inputs;

- iv) Distinguish between facts and inferences and exercise professional scepticism;
- v) Carry out independent research to challenge assumptions and evidence asserted by a responsible party or client;
- vi) Strike a balance between attention to detail and a high-level assessment of the anticipated outcome during the verification process;
- vii) Manage detail, particularly at the level of ensuring that required checks are performed;
- viii) Evaluate the information, data, and assumptions and make professional judgements;
- ix) Apply verification methods in expected and unanticipated situations; and
- x) Communicate the verification process and results.

#### **4.2.3 INDEPENDENT ASSESSOR NON-CONFORMANCE**

Should the Competent Authority find or suspect inaccuracies in a Verification Report, a serious risk to the independence of the verification engagement, or any other non-compliance with this Verification Guideline and/or the NGERs by the Independent Assessor, the Competent Authority is authorised to investigate the matter further. Depending on the results of the investigation, the Competent Authority may require the relevant Emissions Report to be re-verified or the Verification Report to be rectified at the cost of the Independent Assessor. Any unresolved disputes will follow the dispute resolution process as outlined by the National Environmental Management Act 107 of 1998 ("NEMA").

The above prescription on non-conformance is relevant during Phase 1 of the verification programme. In Phase 2, non-conformance will be dealt with using SANAS non-conformance measures.

## GLOSSARY

Term	Definition
Accurate	Accuracy is a relative measure of the exactness of an emission or removal estimate. Estimates should be accurate in the sense that they are systematically neither over nor under true emissions or removals, so far as can be judged, and that uncertainties are reduced so far as is practicable.
Accreditation	Accreditation involves an independent assessment of whether an Independent Assessor has the competence to carry out the verification of GHG emissions reporting in line with a specific standard.
Activity data	Means data on the magnitude of a human activity resulting in emissions or removals taking place during a given period of time. Data on energy use, metal production, land areas, management systems, lime and fertiliser use and waste arising are examples of activity data.
Assessor	A competent and impartial person with responsibility for conducting verification activities in a verification engagement in line with the requirements of the Technical Guidelines for Validation and Verification of GHG Emissions.
Carbon Budget	An amount of greenhouse gas emissions permitted, against which direct emissions arising from the operations of a person during a defined time period will be accounted for.
Competent Authority	The National Inventory Unit based at the National Department of Forestry, Fisheries and the Environment (DFFE)
Comparability	Comparability means that estimates of emissions and removals reported by Data Providers should be comparable. For this purpose, Data Providers should use agreed methodologies and formats for estimating and reporting as specified in the NGERs and Methodological Guidelines for Reporting of Greenhouse Gas Emissions.
Completeness	Completeness means that an Emissions Report covers all relevant sources and sinks and gases included in the NGERs and Methodological Guidelines for Reporting of Greenhouse Gas Emissions.
Consistency	Consistency means that an Emissions Report should be internally consistent in all its elements over a period of years. An Emissions Report is consistent if consistent data sets are used to estimate emissions or removals from sources or sinks. An Emissions Report using different methodologies for different years can be considered to be consistent if it has been estimated in a transparent manner.
Control activity	Control activity means any act or measure that mitigates any inherent risk.
Control risk	Control Risk is the risk that any QMF provided for in an approved Monitoring Plan may be applied incorrectly or may fail.
Conversion factors	A conversion quantity, conversion ratio or conversion fraction used to compute direct GHG emissions from activity data.
Data Provider	<p>“data provider” means any natural or juristic person conducting any activity listed in Annexure 1 to the NGERs, including—</p> <ul style="list-style-type: none"> <li>(a) its holding company or corporation or legal entity, registered in South Africa in accordance with the legislation of the Republic of South Africa;</li> <li>(b) all its subsidiaries and legally held operations, including joint ventures and partnerships where it has a controlling interest, or is nominated as the responsible entity for the purpose of reporting under the NGERs; and</li> <li>(c) all facilities generally over which it has operational control, which are not part of another data provider for the NGERs.</li> </ul>
Detection risk	Detection risk in relation to an Emissions Report, means the risk of a verification team not detecting a misstatement in the Emissions Report, assessed based on the control risks and inherent risks relating to the Emissions Report.

NAEIS (national atmospheric emissions inventory system)	The online reporting system for registration, submission and verification matters under the NGERs.
Emissions	The release of greenhouse gases/and/or their precursors into the atmosphere over a specified area and period of time.
Emissions factor	A coefficient that quantifies the emissions or removals of a gas per unit of activity. Emission factors are often based on a sample of measurement data, averaged to develop a representative rate of emission for a given activity level under a given set of operating conditions.
Emissions Report	The Emissions Report is a summary report submitted to the Competent Authority detailing the GHG emissions of the facility within the reporting year, containing information on the facility's activity data, computation for each direct GHG emission source, and the total direct GHG emissions. The Emissions Report is submitted by 31 March of the year following the end of each reporting period.
Facility	Premises, or part of premises where activities in Annexure 1 of the NGERs are being undertaken and wherein the data provider has operational control over those activities.
Greenhouse gases (GHG)	For the purposes of the Verification Guideline, GHG refers to the greenhouse gases as defined in the NGERs and its subsequent amendments.
Independence framework	The independence framework is the summary of internal policies, activities and systems in place for the Independent Assessor to assess its independence with respect to a facility and Data Provider, and conflicts of interest of any personnel in order to maintain its objectivity.
Independent Reviewer	A competent person who is not a member of the verification team, who reviews the competency of the verification team and the verification activities and conclusions.
Independent verification	Verification involves an independent and objective assessment of the transparency, accuracy, completeness, consistency and comparability of the Emissions Report based on the data sources that have been used to collect and collate the data in the Emissions Report.
Independent Assessor	A registered legal entity acting as an independent verification body or institution with responsibility to perform and report on the third-party verification of GHG emissions.
Inherent risk	Inherent Risk in relation to an Emissions Report, means the risk of a misstatement in the Emissions Report arising from the collection, computation and management of data, in the absence of quality control over the collection, computation and management of the data.
Materiality	Materiality is a concept used in assurance to evaluate the importance of an identified misstatement and its effect on the overall data being verified. A materiality threshold will be stated, setting the maximum magnitude or contribution of any errors to the total before the misstatement becomes significant in issuing the Verification Opinion statement. The materiality threshold for the NGERs is 5%.
Monitoring Plan	A Monitoring Plan is a document which identifies and describes the facility's GHG emission sources and emission streams, emissions quantification methods, alternative methods, quality management procedures and uncertainty. It is used as a blueprint to prepare the annual Emissions Report.
Misstatement	A misstatement means any error or omission made in an Emissions Report.
Non-compliance	A non-compliance occurs where the actions of a facility or of an Independent Assessor are not in line with the NGERs.
Non-conformity	A non-conformity means where the actions of a facility, the contents or preparation of an Emissions Report, or the activities of an Independent Assessor are not consistent with the NGERs and this Verification Guideline.



Population	Population refers to the entirety of the data within a data set. The population size is the number of individual pieces of information or data points within the population. The population size will depend on the frequency of a measurement or activity and the number of separate data points or pieces of documentation (items) produced as a result of the measurement.
Reasonable level of assurance	Reasonable level of assurance means a level of verification where a verification team has accumulated sufficient evidence to substantiate an unqualified Verification Opinion statement in its Verification Report.
Reporting period	One calendar year.
Sampling	Sampling is an analytical procedure used to infer characteristics of a population using a specified subset of the data within that population.
Strategic assessment	Strategic assessment means an analysis to determine the nature, scale and complexity of verification activities to be performed in order to verify an Emissions Report.
Transparency	Transparency means that the assumptions and methodologies used for an Emissions Report should be clearly explained to facilitate replication and assessment of the Emissions Report by users of the reported information.
Verification activities	Verification activities are the activities carried out to verify, to a reasonable level of assurance, an Emissions Report, including the planning of the activities and the issuing of the Verification Report.
Verification engagement	A verification engagement means an undertaking to verify, to a reasonable level of assurance, an Emissions Report for each reporting period.
Verification opinion statement	The Verification Opinion statement is the conclusion of the verification process expressing whether the information in an Emissions Report has been verified to a reasonable level of assurance, given the verification activities performed.
Verification plan	The verification plan is an outline of the planned schedule of verification activities to be performed to reach the desired level of verification risk, including data sampling and site visit plans.
Verification risk	Verification risk is the risk of an inaccurate Verification Opinion statement being issued.
Verification report	The Verification Report is the output of the verification process to be submitted to the Competent Authority. It is a summary of the activities and findings of the verification.
Verification team	The verification team consists of the lead Assessor, and if applicable, other Assessors and the technical experts who perform the verification activities.

## ANNEXURES

### Annexure A: Emissions Report Template

Name of Data Provider													
Data Provider ID													
Company Registration number													
Date of Submission:													
Year of data:													
Comments:													
Facility 1: Name and ID													
IPCC Code (see Annexure 1)	Sub category <sup>13</sup> (disaggregated by fuel / product type / production process)	Activity data <sup>5</sup>			Emissions (tonnes/year)								
		Name of activity data	Value of activity data <sup>14</sup>	Units of activity data <sup>15</sup>	GHG-1 <sup>16</sup>			GHG-2			GHG-3		
					Value	Tier	Ref	Value	Tier <sup>17</sup>	Ref	Value	Tier	Ref
Facility 2: Name and ID													
IPCC Code (see Annexure 1)	Sub category <sup>18</sup> (disaggregated by fuel / product type / production process)	Activity data <sup>5</sup>			Emissions (tonnes/year)								
		Name of activity data	Value of activity data	Units of activity data	GHG-1			GHG-2			GHG-3		
					Value	Tier	Ref	Value	Tier	Ref	Value	Tier	Ref

## Annexure B: Verification Report and Verification Opinion Template

### 1. Details of the facility and reporting period

Name of Data Provider:

Data Provider ID:

Facility Registration ID:

Facility Name:

Reporting Period Covered:

### 2. Details of the Independent Assessor and list of key personnel involved in conducting verification activities

Verification Company Name:

Name of lead Assessor:

Name of independent reviewer:

### 3. Scope of the independent verification, as outlined in the notification from the competent authority for independent verification

Please outline the scope of independent verification, particularly outlining any exclusions of scope from the Emissions Report:

### 4. Verification opinion statement

This verification statement attests that the Emissions Report submitted is (check one)

Reasonably assured of being free of material misstatement

NOT reasonably assured of being free of material misstatement

This verification statement attests that the submitted data are (check one)

Reasonably assured of being in conformance with the NGERs

NOT reasonably assured of being in conformance with the NGERs

As a result of the selections above, the final Verification Opinion statement is (check one)

Unqualified: reasonably assured of no material misstatement and in conformance with the NGERs

Qualified: not in conformance with the NGERs and/or not reasonably assured of no material misstatement

**5. Date of site visit(s) and summary of activities conducted during site visit**

Date/s the site visit occurred:

Summary of activities conducted during the site visit:

**6. Approach and verification activities conducted**

Please provide a summary of the approach and types of verification activities conducted to reach the Verification Opinion statement, highlighting significant matters arising where professional judgment was required:

**7. Sign off by the lead Assessor and independent reviewer**

Verification Company Name:

Signature of lead Assessor:

Printed name:

Date:

Signature of independent reviewer:

Printed name:

Date:

**8. Summary of verification misstatements and observations identified**

- a. Issues log detailing any corrected misstatement and non-conformities with the NGERs identified during the verification engagement, and all uncorrected misstatements and non-conformities at the time of issuing the Verification Report with the estimated magnitude of any misstatement and their materiality

IPCC Code (per Annexure 1 of the NGERs)	Subcategory (Disaggregated by fuel/ product type/ production process)	Activity data			Emissions (tonnes/year)									
		Name of activity data	Value of activity data	Unit of activity data	GHG-1			GHG-2			GHG-3			
					Value	Tier	Ref	Value	Tier	Ref	Value	Tier	Ref	
Corrected Misstatements Identified														
Total corrected Misstatements Identified														

Corrected Misstatements Identified												
Total un-corrected Misstatements Identified												

**b. Description of significant observations and findings relating to insufficient controls, evidence storage, data quality and non-compliances with the NGERs**

Observations noted					
No	Severity of observation	Emissions stream	Observation type	Observation	Recommendation

## 9. Example of a Verification Opinion statement for an organisation's Emissions Report

To the Competent Authority.

We have verified the onsite GHG emissions, removals and storage in ABC's Emissions Report for Facility with Registration ID #####, for the 20## calendar year, which comprise the following:

- stationary combustion emissions;
- process emissions; and
- waste-related emissions.

The verification included all emissions in ABC's emissions report to the Competent Authority.

Management is responsible for the preparation and fair presentation of the Emissions Report in accordance with the National Greenhouse Gas Reporting Regulations (NGERs). This responsibility includes designing, implementing and maintaining a data management system relevant to the preparation and fair presentation of an Emissions Report that is free from material misstatement.

Our responsibility is to express an opinion on the Emissions Report based on our verification. We conduct our verification in accordance with the Technical Guidelines for Validation and Verification of GHG Emissions and the ISO specification with guidance for the verification and validation of greenhouse gas statements, i.e. ISO 14064-3:2019. The Verification Guideline requires that we comply with ethical requirements and plan and perform the verification to obtain reasonable assurance that the onsite GHG emissions, removals and storage in the Emissions Report are free from material misstatement.

Our verification strategy used a combined data and controls testing approach. Evidence-gathering procedures included but were not limited to:

- a site visit to XXXXXX facility to:
  - inspect the completeness of the inventory;
  - interview site personnel to confirm operational behaviour and standard operating procedures;
  - re-perform access controls to onsite records;
  - sampling of records to confirm accuracy of source data into calculations;
  - recalculation of emissions; and
  - analytical procedures between production and energy consumption.

The data examined during the verification were historical in nature.

In our opinion, the onsite GHG inventory in ABC's Emissions Report positively presents, in all material respects, the GHG emissions, removals and storage of ABC's facility in accordance with the NGERs for the 20## calendar year.

Lead Assessor name:

Date:

Lead Assessor Signature:

## Annexure C: Application to conduct third party verification under the NGERs

Instructions	
1.	In order to complete this form, you are expected to have read and understood the application requirements in the Verification Guideline and the NGERs.
2.	Supporting documents to be submitted (where applicable) are in the supporting documents checklist in this form.
3.	Supporting documents (in pdf) shall be sent in zip-file format and in one zip-folder. The zip-folder must not be password protected.
Verification Company Details	
<b>1. Full name of the company</b>	
<b>2. Company registration number</b>	
<b>3. Organisation structure</b>	
Give a summary of your organisation size and structure in the box below, identifying lines of authority and those with overall responsibility for quality of verification activities and verification statements. Submit supporting documents with detailed description of organisation structure, including owners or those with controlling interest, identifying lines of authority and those with overall responsibility for:	
1.	Development and implementation of policies
2.	Finances
3.	Quality of verification activities and verification statements
4.	Contractual arrangements
5.	Process for resolving/ dealing with appeals, complaints and disputes from corporations including the resolution procedures.
<b>4. Internal quality controls</b>	
Give a summary of the organisation's quality control policy in the box below (e.g. appointment of independent quality control officers, direct observation, annual audit etc.).	
<b>5. Document control</b>	
Give a summary of your document retention/ retrieval system in the box below.	

**6. Independence framework**

Give a summary of how the organisation ensures independence at the organisational level to safeguard its objectivity when performing verification in the box below.

**7. Have there been any judicial proceedings, enforcement actions, or non-compliance filed against the organisation in the past five years?**

Yes/No

**8. Has the organisation been accredited as a third-party Assessor for GHG emissions by an overseas accreditation body for another carbon pricing or regulatory greenhouse gas measurement and reporting scheme?**

Yes/No

**Verification team**

Fill in the names and identification number of the applicants in the boxes below. Submit supporting documents for each applicant, that shall include: (i) Employment history and current role within the verification company e.g. CV (ii) Educational/ professional qualification certificates e.g. degree (iii) Evidence of verification/industrial experience and previous verification engagements e.g. Verification Reports signed off by applicant, references etc.

**9. Full name(s) of applicant(s) seeking to be lead Assessor(s)**

Fill in the name(s) as in ID/passport.

**10. Full name(s) of applicant(s) seeking to be independent reviewer(s)**

Fill in the name(s) as in ID/passport.

**Supporting documents submission****11. Supporting documents checklist**

Please check off the documents that you have prepared to be submitted, and make sure that they are numbered and named as follows.

- Company registration certificate
- Supporting documents for organisation structure
- Supporting documents for lead Assessor(s)
- Supporting documents for independent reviewer(s)



**12. Upload of supporting documents**

Please attach one single zip-folder containing all the applicable supporting documents (in pdf) as described above. The zip-folder must not be password protected.

**Designated Contact Person**

Competent Authority may contact the designated contact person for any clarification or to request for additional documentation as required.

**13. Full name****14. Email****15. Job title****16. Contact number****Self-declaration****17. Declaration**

I confirm that the information provided within this application is complete and accurate.

## Annexure D: Monitoring Plan Template

Data providers can draft a monitoring plan which is a detailed, complete and transparent document outlining the monitoring methodology of the facility. The monitoring plan should contain, but not be limited to, the following information:

- Description of the facility, its activities, emission sources and reporting boundaries.
- Description of the responsible people for the monitoring and reporting of emissions as well as the management processes in place to ensure the quality of the data.
- Description of the process for regular evaluation of the monitoring plan to ensure completeness of the emission sources and to allow for continuous improvement of the monitoring plan.
- A description of the data flow activities.
- A description of the control activities in place to manage the risk of misreporting the emissions.
- A list of all relevant GHG emissions sources, fossil fuels and intermediate products that are monitored to calculate emissions.
- A description of the monitoring methodology (approach) per emission source:
  - the calculation methodology applied,
  - a list of input / activity data,
  - calculation formulae used,
  - measurement (determination) of activity data, and
  - all relevant calculation factors.
- A description of the measurement systems used, their measurement range, quality assurance (calibration) and the location of the measuring instruments.
- The values used for calculation factors indicating the source of the factor, or the relevant source, from which the default factor will be retrieved periodically, for each of the emissions sources.
- Description of the data management processes, storage of data and information, location of where the data is stored and how it can be retrieved (if required).

## GENERAL NOTICES • ALGEMENE KENNISGEWINGS

### DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION

#### NOTICE 654 OF 2021

#### STANDARDS ACT, 2008 STANDARDS MATTERS

In terms of the Standards Act, 2008 (Act No. 8 of 2008), the Board of the South African Bureau of Standards has acted in regard to standards in the manner set out in the Schedules to this notice.

### SECTION A: DRAFTS FOR COMMENTS

The following draft standards are hereby issued for public comments in compliance with the norm for the development of the South African National Standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and edition	Title, scope and purport	Closing Date
SANS 1314 Ed 2	<i>Industrial fuel oil for burner applications.</i> Specifies requirements and test methods for three categories with multiple grades of industrial fuel oils for burner use.	2021-12-19

#### A.1: AMENDMENT OF EXISTING STANDARDS

The following draft amendments are hereby issued for public comments in compliance with the norm for the development of the South African National Standards in terms of section 23(2)(a) (ii) of the Standards Act.

Draft Standard No. and edition	Title	Scope of amendment	Closing Date
SANS 1515-2 Ed 2.1	<i>Gas measuring equipment primarily for use in mines – Part 2: Fixed, transportable, and vehicle-mounted flammable gas measuring and warning sensor heads, instruments and devices</i>	Amended to update referenced standards, the definitions, the clause on requirements, to remove references to certification, to update the requirements for marking, and the annex on assessment of compliance with this part of SANS 1515.	2021-12-28

#### SCHEDULE A.2: WITHDRAWAL OF THE SOUTH AFRICAN NATIONAL STANDARDS

In terms of section 24(1)(C) of the Standards Act, the following published standards are issued for comments with regard to the intention by the South African Bureau of Standards to withdraw them.

Draft Standard No. and edition	Title	Reason for withdrawal	Closing Date

## SECTION B: ISSUING OF THE SOUTH AFRICAN NATIONAL STANDARDS

### SCHEDULE B.1: NEW STANDARDS

The following standards have been issued in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport
SANS 61158-3-12:2021 Ed 1	<i>Industrial communication networks – Fieldbus specifications – Part 3-11: Data-link layer service definition – Type 12 elements.</i> Provides common elements for basic time-critical messaging communications between devices in an automation environment.
SANS 61158-3-17:2021 Ed 1	<i>Industrial communication networks – Fieldbus specifications – Part 3-17: Data-link layer service definition – Type 17 elements.</i> Provides common elements for basic time-critical messaging communications between devices in an automation environment.
SANS 62386-217:2021 Ed 1	<i>Digital addressable lighting interface – Part 217: Particular requirements for control gear – Thermal gear protection (device type 16).</i> Specifies a bus system for control by digital signals of electronic lighting equipment which is in line with the requirements of IEC 61347 (all parts), with the addition of DC supplies.
SANS 60204-1:2021 Ed 4	<i>Safety of machinery – Electrical equipment of machines – Part 1: General requirements.</i> Applies to electrical, electronic and programmable electronic equipment and systems to machines not portable by hand while working, including a group of machines working together in a co-ordinated manner.
SANS 10386:2021 Ed 2	<i>The care and use of animals for scientific purposes.</i> Encompasses all aspects of the care and use of, or interaction with, animals for scientific purposes in medicine, biology, agriculture, veterinary and other animal sciences, as well as industry and teaching studies in South Africa.

### SCHEDULE B.2: AMENDED STANDARDS

The following standards have been amended in terms of section 24(1)(a) of the Standards Act.

Standard No. and year	Title, scope and purport
ARP 013:2021 Ed.4.1	<i>Rules for the structure and drafting of national standards. Consolidated edition incorporating amendment No.1.</i> Amended to update referenced standards, to update terms and definitions, to renumber the definitions accordingly, and to update the information in the annex on basic reference works.
SANS 61439-3:2021 Ed 1.1	<i>Low-voltage switchgear and controlgear assemblies – Part 3: Distribution boards intended to be operated by ordinary persons (DBO). Consolidated edition incorporating amendment No.1.</i> Corrected to replace note 3 in a figure for example of temperature rise verification by test of a complete DBO as in 10.10.2.3.6, and to replace the item "short-circuit withstand capability" with "prospective short-circuit current at supply terminals I <sub>cp</sub> (kA)" in the table for items subject to agreement between the assembly manufacturer and the user.
SANS 638 Ed 3.1	<i>Food grade salt. Consolidated edition incorporating amendment No.1.</i> Amended to remove the reference to "SADC harmonized standard" and to delete the annex on notes to purchasers.

**SCHEDULE B.3: WITHDRAWN STANDARDS**

In terms of section 24(1)(C) of the Standards Act, the following standards have been withdrawn.

<b>Standard No. and year</b>	<b>Title</b>
SANS 13600:2010 Ed 1	<i>Technical energy systems – Basic concepts</i>
SANS 13601:2010 Ed 1	<i>Technical energy systems – Structure for analysis – Energy ware supply and demand sectors</i>
SANS 13602-2:2010 Ed 1	<i>Technical energy systems – Methods for analysis – Part 2: Weighting and aggregation of energy wares</i>

**SCHEDULE B4: DISBAND OF TECHNICAL COMMITTEES**

<b>Committee No</b>	<b>Title</b>	<b>Scope</b>

If your organization is interested in participating in these committees, please send an e-mail to [Dsscomments@sabs.co.za](mailto:Dsscomments@sabs.co.za) for more information.

**SCHEDULE B5: ADDRESS OF THE SOUTH AFRICAN BUREAU OF STANDARDS HEAD OFFICE**

Copies of the standards mentioned in this notice can be obtained from the Head Office of the South African Bureau of Standards at 1 Dr Lategan Road, Groenkloof, Private Bag X191, Pretoria 0001.

**DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION****NOTICE 655 OF 2021**

NATIONAL OFFICE  
Thornhill Office Park  
Building 20  
94 Bekker Road  
Vorna Valley, Midrand  
Tel: 010 001 8500

**THE SOUTH AFRICAN LEGAL PRACTICE COUNCIL****NOTICE IN TERMS OF SECTION 36(3) & 36(4) OF THE LEGAL PRACTICE ACT, 28 OF 2014.**

Notice is hereby given that the Council amends the Code of Conduct made under the authority of sections 36(1) of the Legal Practice Act, 28 of 2014 (as amended) by amendment and inclusion of the following Clause(s) to the Code of Conduct:

**Amendment of Clause 13**

An attorney, other than an attorney referred to in section 34(5) (c), (d) and (e) of the Act, may not, without the prior written consent of the Council, share offices with a person who is not an attorney or an employee of an attorney or a trust account advocate.

**Insertion of Clause 25.9**

25.9 Counsel may not, without the prior written consent of the Council, share offices with a person who is not a counsel.

**Insertion of Clause 41.6**

41.6 A trust account advocate may not, without the prior written consent of the Council, share offices with a person who is not a trust account advocate or a practising attorney or an employee of an attorney.

Signed at Midrand on 3 November 2021

**Ms. C Nzuzi**

**Executive Officer: Legal Practice Council**

**DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION**  
**NOTICE 656 OF 2021**

NATIONAL OFFICE  
Thornhill Office Park  
Building 20  
94 Bekker Road  
Vorna Valley, Midrand  
Tel: 010 001 8500



**THE SOUTH AFRICAN LEGAL PRACTICE COUNCIL**

**NOTICE IN TERMS OF SECTION 95(1) & (4) OF THE LEGAL PRACTICE ACT, 28 OF 2014**

Notice is hereby given that the Council amends the Rules of the Council made under the authority of sections 95(1), 95(3) and 109(2) of the Legal Practice Act, 28 of 2014 (as amended) by amendment of the following rule(s) to the South African Legal Practice Council Rules:

**Amendment of Rule 54.34**

54.34 An office other than a branch office opened by a firm, which for the first time opens a practice within the jurisdiction of a Provincial Council, shall be designated as a main office of the firm in that jurisdiction, and the firm shall ensure that:

54.34.1 banking accounts for the firm are opened;

54.34.2 consolidated accounting records are kept for the firm, including all branch offices.

Signed at Midrand on 3 November 2021



**Ms. C Nzuzi**

**Executive Officer: Legal Practice Council**

CONTINUES ON PAGE 130 OF BOOK 2

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001  
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za  
Publications: Tel: (012) 748 6053, 748 6061, 748 6065





# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

Vol. 677

12 November 2021  
November

No. 45452

**PART 2 OF 2**

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5845



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**DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION****NOTICE 657 OF 2021**

NATIONAL OFFICE  
Thornhill Office Park  
Building 20  
94 Bekker Road  
Vorna Valley, Midrand  
Tel: 010 001 8500

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**Amendment of Rule 30.1**

30.1 Any person duly admitted by the High Court and enrolled to practice as a legal practitioner under the Act may, in the manner prescribed by rule 30.2, apply to the Council, through the Provincial Council where the legal practitioner intends to practise, to convert his or her enrolment as an attorney to that of an advocate, and vice versa.

Signed at Midrand on 3 November 2021



Ms. C Nzuzi

Executive Officer: Legal Practice Council

**DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION****NOTICE 658 OF 2021**

NATIONAL OFFICE  
Thornhill Office Park  
Building 20  
94 Bekker Road  
Vorna Valley, Midrand  
Tel: 010 001 8500

**THE SOUTH AFRICAN LEGAL PRACTICE COUNCIL****NOTICE IN TERMS OF SECTION 95(1) & (4) OF THE LEGAL PRACTICE ACT, 28 OF 2014**

Notice is hereby given that the Council amends the Rules of the Council made under the authority of sections 95(1), 95(3) and 109(2) of the Legal Practice Act, 28 of 2014 (as amended) by amendment of the following rule(s) to the South African Legal Practice Council Rules:

**Amendment of Rule 22.1.4.2**

22.1.4.2 Council may, on the application of a candidate attorney in any case –

22.1.4.2.1 where the principal refuses to grant the candidate attorney leave of absence from office; or

22.1.4.2.2 where the period of absence from office exceeds, or the periods of absence from the office in the aggregate exceed, thirty working days in any one year of the practical vocational training contract authorize leave of absence from office for the period in question, if Council is satisfied that the principal and the Council received due notice of the application and that sufficient cause for the absence exists or existed, as the case may be.

Signed at Midrand on 3 November 2021.



**Ms. C Nzuzi**

**Executive Officer: Legal Practice Council**

**DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION****NOTICE 659 OF 2021**

NATIONAL OFFICE  
Thornhill Office Park  
Building 20  
94 Bekker Road  
Vorna Valley, Midrand  
Tel: 010 001 8500

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An attorney, other than an attorney referred to in section 34(5) (c), (d) and (e) of the Act, may not, without the prior written consent of the Council, share offices with a person who is not an attorney or an employee of an attorney or a trust account advocate.

**Insertion of Clause 25.9**

25.9 Counsel may not, without the prior written consent of the Council, share offices with a person who is not a counsel.

**Insertion of Clause 41.6**

41.6 A trust account advocate may not, without the prior written consent of the Council, share offices with a person who is not a trust account advocate or a practising attorney or an employee of an attorney.

Signed at Midrand on 3 November 2021



Ms. C Nzuza

Executive Officer: Legal Practice Council

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**BOARD NOTICES • RAADSKENNISGEWINGS**

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**BOARD NOTICE 143 OF 2021**

Building 2 Greenstone Hill Office Park Emerald Boulevard Modderfontein  
PO Box 8237 Greenstone 1616 Johannesburg South Africa  
Tel 087 940 8800 Fax 087 940 8873 E-mail [board@irba.co.za](mailto:board@irba.co.za)  
Internet [www.irba.co.za](http://www.irba.co.za)

**CALL FOR NOMINATIONS OF PERSONS TO SERVE ON THE DISCIPLINARY COMMITTEE OF THE  
INDEPENDENT REGULATORY BOARD FOR AUDITORS [IRBA]****Overview:**

The IRBA) is a statutory body established in terms of Section 3 of the Auditing Profession Act, 2005, Act 26 of 2005, as amended by Act 5 of 2021 (APA).

In executing its primary mandate of protecting the public and promoting the integrity of the auditing profession, the IRBA investigates allegations of improper conduct against registered auditors and registered candidate auditors and when determined by the Enforcement Committee, convenes disciplinary hearings for the determination of charges of improper conduct.

In line with Sections 20(2)(f) of the APA, the IRBA has established a Disciplinary Committee, which is a statutory Committee tasked with the determination of charges of improper conduct and imposition of appropriate sanctions for improper conduct.

**Two (2) vacancies** currently exist in the Committee and the IRBA is seeking to appoint competent individuals to serve on the Committee for a period of three years (renewable twice, at the discretion of the IRBA Board).

A seat on the Disciplinary Committee is an opportunity to contribute towards the protection of the investing public, the restoration of confidence in the IRBA, the auditing profession, as well as in South Africa as an investment destination.

**Eligibility criteria:**

Applicants must be:

- former practising registered auditors, who have:
  - 10 years' experience in signing external audit reports as a registered auditors;
  - Knowledge of international auditing and accounting standards, as well as ethical standards;
  - Experience in the evaluation of evidence; and
  - Knowledge of considerations relevant to the assessment of evidence.
- in possession of relevant Professional qualifications; and
- independent of the auditing profession.

**Minimum Qualifications:**

- BCOM Accounting
- CA (SA)

*Post graduate qualifications will be advantageous.*

**Professional Accreditation:**

- Registration and good standing with the South African Institute of Chartered Accountants

**Attributes:**

- Sound ethical reputation.
- Impartiality
- Business or professional acumen.
- Demonstrating a spirit for “volunteerism”
- Leadership skills
- Research and communication skills
- Critical thinking and decision making
- Willing to carry committee responsibilities.
- Willing to commit to the required time, which will include availability for hearings and proper preparation ahead of hearings.

*Eligible persons who wish to be considered for appointment are invited to submit applications to the Board Secretary, Ms Jill Levendal at [board@irba.co.za](mailto:board@irba.co.za).*

*In appointing suitable persons, the IRBA will also take into account:*

- *The current demographic composition of the committees and will seek to achieve a more representative committee in accordance with the demographics of the country. Selections will also be aimed at ensuring that the committee as a whole comprises an appropriate mix of experience and expertise.*
- *The professional and social profile of the applicants and associated risk factors which may affect the reputation of the IRBA or credibility of the operations and decisions of the Committee.*

*Each application must include the following:*

- *Completed nomination form and Committee independence and experience declaration form (forms to be downloaded from the IRBA website’s Statutory Committees page);*
- *Curriculum Vitae detailing the applicant’s knowledge, experience and suitability as a committee member;*
- *Copies of certificates of the applicant’s qualifications; and*
- *At least 2 (two) completed references (references form to be downloaded from the IRBA website’s Statutory Committees page).*

*Shortlisted candidates will be called for an interview and detailed background checks will be conducted.*

**Closing date: 26 November 2021**

*Enquiries should be directed to the Board Secretary, Ms Jill Levendal, at 087 940 8800 or via email to [Board@irba.co.za](mailto:Board@irba.co.za)*

**BOARD NOTICE 144 OF 2021****DEFINING OF PRODUCTION AREA: CENTRAL DRAKENSBERG**

The Wine and Spirit Board, acting under section 6 of the Wine of Origin Scheme published by Government Notice No. R. 1434 of 29 June 1990 hereby –

defines the area specified in the Schedule as a production area (district) under the name Central Drakensberg.

**OLIVIA POONAH**  
**SECRETARY: WINE AND SPIRIT BOARD**

**SCHEDULE****DEFINING OF PRODUCTION AREA: CENTRAL DRAKENSBERG**

That portion of land situate within the following boundaries:

Start at a point where the N3 main road, in the vicinity of Van Reenen, intersect the north-western boundary of KwaZulu-Natal; thence generally south with said N3 main road to a point where the Bushman's River intersects said road, thence south-west with said Bushman's River to a point where it rises in the Drakensberg; thence generally north with the boundary of South Africa to a point where it intersects the north-western boundary of KwaZulu-Natal; thence north-east with said boundary to a point where the N3 main road, in the vicinity of Van Reenen, intersects the north-western boundary of KwaZulu-Natal, the point of beginning mentioned above.

**RAADSKENNISGEWING 144 VAN 2021****OMSKRYWING VAN PRODUKSIEGEBIED: SENTRAAL DRAKENSBERG**

Die Wyn- en Spiritusraad, handelende kragtens artikel 6 van die Wyn van Oorsprong-skema gepubliseer by Goewermentskennisgewing No. R.1434 van 29 Junie 1990-

omskryf hierby die area in die Bylae gespesifiseer as 'n produksiegebied (distrik) onder die naam Sentraal Drakensberg.

**OLIVIA POONAH**  
**SEKRETARIS: WYN- EN SPIRITUSRAAD**

**BYLAE****OMSKRYWING VAN PRODUKSIEGEBIED: SENTRAAL DRAKENSBERG**

Die gebied geleë binne die volgende grense:

Begin by 'n punt waar die N3-hoofpad, in die omgewing van Van Reenen, die noord-westelike grens van KwaZulu-Natal kruis; daarvandaan algemeen suid met genoemde N3-hoofpad tot by 'n punt waar die Boesmansrivier genoemde pad kruis; daarvandaan suidwes met genoemde Boesmansrivier tot by 'n punt waar genoemde rivier in die Drakensberg ontspring; daarvandaan algemeen noord met die grens Suid-Afrika tot by 'n punt waar die noordwestelike grens van KwaZulu-Natal aansluit; daarvandaan noordoos met genoemde grens tot by 'n punt waar die N3-hoofpad, in die omgewing van Van Reenen, die noordwestelike grens van KwaZulu-Natal kruis, die beginpunt hierbo genoem.









Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001  
Contact Centre Tel: 012-748 6200. eMail: [info.egazette@gpw.gov.za](mailto:info.egazette@gpw.gov.za)  
Publications: Tel: (012) 748 6053, 748 6061, 748 6065