



IMPLEMENTATION PROTOCOL

**IN RESPECT OF THE
CO-OPERATION AND FUNDING OF THE DEPLOYMENT OF
INTELLIGENT TRANSPORT SYSTEMS AND INTEGRATED SUPPORTING SYSTEMS
SOFTWARE ON FREEWAYS IN THE WESTERN CAPE PROVINCE**

between

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

a state-owned company duly incorporated in terms of the company laws of South Africa
and established in terms of the South African National Roads Agency Limited and
National Roads Act (Act No. 7, 1998), with registration number [REDACTED]

herein represented by Mr. [REDACTED]

in his capacity as Engineering Executive and duly authorised thereto

(hereinafter referred to as "SANRAL")

and

THE CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

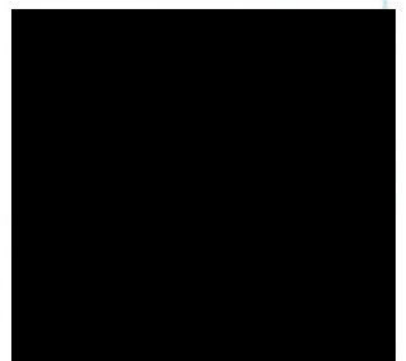
a metropolitan municipality established in terms of the Local Government: Municipal
Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette
5588 dated 22 September 2000, as amended, herein represented by [REDACTED]
in her capacity as Executive Director: Urban Mobility and duly authorised thereto by resolution
of the Supply Chain Management Bid Adjudication Committee number SCMB 45/02/23 and
also approved by Full Council of City of Cape Town on 27 July 2023

(Contract no. DP 6885R/2021/2022)

(hereinafter referred to as "the CCT")



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**



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PREAMBLE

Whereas:

- (a) In terms of the South African National Roads Agency Limited and National Roads Act 7 of 1998 ("the SANRAL Act"), the South African National Roads Agency Limited ("SANRAL") is responsible, inter alia, for the management and control of South Africa's national roads system.
- (b) Pursuant to Schedule 5A of the South African Constitution, the Western Cape Government ("WCG") is responsible for the management and control of the provincial roads system as well as portions of the municipal main road system under its control within the Western Cape.
- (c) The City of Cape Town ("the CCT") is responsible for the management and control of the municipal roads system within its Municipal Area.
- (d) SANRAL, in conjunction with the WCG and the CCT, implemented a freeway management system (the "FMS") on the freeways in Cape Town, aimed at, inter alia, managing traffic flow and maximising traffic throughput on freeways in the Western Cape.
- (e) the Parties entered into an agreement on 1 July 2014 regarding co-operation in and funding of the deployment of intelligent transport systems and integrated systems software on freeways in the Western Cape, which agreement terminates on 30 June 2017 after which they signed Addendum One to the Principal Implementation Protocol on 9 February 2018 with a termination date of 30 June 2020.
- (f) the Parties signed a MOA1 to enable SANRAL to manage the operation and maintenance of the ITS and ATMS functions on behalf of CCT for the period 1 October 2020 to 31 December 2020, after which the Parties signed a MOA2 to enable SANRAL to manage the operation and maintenance of the ITS and ATMS functions on behalf of CCT for the period 19 January 2021 to 30 June 2021. The new Tender was not awarded in time and therefore the parties signed MOA3 for the period from 01 July 2021 up to 31 December 2021. The parties further signed MOA4 to extend the period from 1 January 2022 to 28 February 2022, MOA5 covering the period from 1 March 2022 to 30 April 2022, MOA6 covering the period from 1 May 2022 to 31 January 2023. An MOA7 covering the period from 1 February 2023 to 31 July 2023 was signed. Thereafter this IP will cover the period for the current SANRAL Contractor, from 1 August 2023 till 31 October 2026,
- (g) CCT requires the services of SANRAL to manage the addition and implementation of certain Intelligent Transport Systems ("ITS") functionality and Advanced Traffic Management System ("ATMS") enhancements to the FMS as provided for in this Implementation Protocol for the period — i.e. 01 August 2023 to 31 October 2026,
- (h) SANRAL has accepted the appointment to provide the services pursuant to section 26 (d) of the SANRAL Act which permits SANRAL to participate with the Minister of Transport's approval in ventures involving national roads or other roads, jointly with the authorities who have ownership or control of the other roads. SANRAL confirms that such approval has been granted.
- (i) the Parties further acknowledge the provisions of the Intergovernmental Relations Framework Act, 2005 (Act 13 of 2005) ("the IGR Act"), which establish a framework for organs of state to enter into an implementation protocol as an agreement where

the performance of a statutory function or the provision of a service depends on the participation of organs of state in different spheres of government.

- (j) pursuant to the above, the Parties wish to enter into a new implementation protocol in terms of which SANRAL shall manage, on behalf of CCT, the ITS DBOM/SSP, as defined in Clause 1.1.15 below, on those portions of the freeways that fall within the jurisdiction of CCT.

NOW THEREFORE the PARTIES agree as follows:

PART 1: PRELIMINARY

1.1 Definitions

In this Implementation Protocol, including the preamble above, the following words, expressions and abbreviations have the meanings assigned to them, except where the context requires otherwise:

- 1.1.1 **"ATMS"** means Advanced Traffic Management System;
- 1.1.2 **"CCTV"** means Closed Circuit Television;
- 1.1.3 **"CCT"** means the City of Cape Town Metropolitan Municipality;
- 1.1.4 **"Commencement Date"** means the date referred to in Clause 2.1 (Commencement Date);
- 1.1.5 **"Consents"** means all consents, permits, clearances, authorisations, approvals, rulings, exemptions, registrations, filings, decisions, licenses, required to be issued by or made with any Responsible Authority;
- 1.1.6 **"Control Systems"** means CCTV camera surveillance, ramp metering, shoulder lane, VMS, website and SMS systems and associated systems software;
- 1.1.7 **"Data"** includes CCTV camera footage;
- 1.1.8 **"Employee"** includes any agent, consultant or contractor appointed by either PARTY for purposes of the carrying out of the ITS DBOM/SSP;
- 1.1.9 **"FMS"** means the Freeway Management System consisting of strategies and technologies to improve freeway performance, including without limitation infrastructure improvement, traffic incident management, lane management, ramp management, information dissemination and other ITS, with the objective of:
- (a) minimising traffic congestion and its side effects such as driver delay, inconvenience, frustration and deteriorating air quality;
 - (b) improving safety; and
 - (c) enhancing overall mobility;

- 1.1.10 **"Force Majeure"**, for the purposes of this Implementation Protocol, means any event or circumstance, or combination of events or circumstances, beyond the reasonable control of a PARTY occurring on or after the Commencement Date, that materially adversely affects the performance by that PARTY of, or compliance with, its obligations under or pursuant to this Implementation Protocol, if such materially adverse effect could not have been prevented by the affected PARTY through the exercise of diligence and reasonable care, and includes:
- (a) Acts of God, such as fires, floods, tidal waves, droughts, earthquakes, lightning, hurricanes, storms and other natural disasters;
 - (b) industrial action, such as strikes and lockouts;
 - (c) government action not specific to this Implementation Protocol, including the failure by any Responsible Authority to carry out works or provide services, which causes the affected PARTY to be unable to perform or comply with all or a material part of its obligations under this Implementation Protocol;
 - (d) failure or shortage of power, fuel or transport;
 - (e) the discovery of any heritage objects or resources, which causes the affected PARTY to be unable to perform or comply with all or a material part of its obligations under this Implementation Protocol;
 - (f) riots, explosions, insurrection, war, sabotage, armed conflicts and acts of terrorism;
 - (g) nuclear, chemical or biological contamination; and
 - (h) pressure waves caused by devices travelling at supersonic speed, but excludes any lack of financial or technical resources;
- 1.1.11 **"Good Industry Practice"**, in relation to the carrying out of the ITS DBOM/SSP, means standards, practices, methods and procedures conforming to applicable law and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled or experienced person engaged in a similar type of undertaking under similar circumstance;
- 1.1.12 **"Implementation Protocol"** means this inter-governmental funding and cooperation agreement, including all schedules hereto;
- 1.1.13 **"Intellectual Property Rights"** has the meaning assigned thereto in Clause 9.1 (Definition);
- 1.1.14 **"Intelligent Transport Systems"** means systems which encompass intelligent devices deployed on roads and includes the systems that communicate to such devices;
- 1.1.15 **"ITS"** means Intelligent Transport Systems;
- 1.1.16 **"ITS DBOM/SSP"** means:
- (a) **Design:** The design of all systems, including each ITS function, that are compliant with the objectives for the FMS under this Implementation Protocol;
 - (b) **Build:** The supply and installation of all systems in accordance with the standard and particular specifications for the works;

- (c) **Operate:** The operation from the TMC of the existing ITS functions (i.e. the existing System) as well as the new ITS functions as and when they are commissioned (i.e. the enhanced System) and the provision of TMC operations staff and law enforcement support;
- (d) **Maintain:** The performance of maintenance (preventative and regular) on all Control Systems, equipment and facilities forming part of the ITS DBOM/SSP and the consideration of the impact of maintenance on System availability;
- (e) **Systems Software Provision:** The deployment of systems software in support of the various ITS functions, including but not limited to:
 - (i) Advanced Transportation Management System ("ATMS") software, to provide real-time data to the traveller information system and to serve as a common data repository for traffic data, incident data, reporting and other data for multiple applications; and
 - (ii) Advanced Traveller Information System ("ATIS") software, to distribute traffic information from the ATMS, CCTV camera systems and external sources to the public using various means and the provision of a gateway server, which handles the exchange of data to and from external systems, which must enable any future interface with Computer Aided Dispatch (CAD) software;

- 1.1.17 **"Main Contractor"** means the contractor referred to in Clause 5.2 (Main Contractor);
- 1.1.18 **"Management Information"** means information incidental to the administration of this Implementation Protocol, such as financial, administrative, cost or pricing information;
- 1.1.19 **"Municipal Area"** means the City of Cape Town Metropolitan Municipal Area;
- 1.1.20 **"Objective"** means the objective referred to in Clause 3.2 (Objective);
- 1.1.21 **"PARTIES"** means SANRAL and the CCT;
- 1.1.22 **"PARTY"** means SANRAL or the CCT, as the case may be;
- 1.1.23 **"Responsible Authority"** means any Ministry, Minister, organ of state, official in the public administration or other governmental or regulatory department, commission, institution, entity, service utility, board, agency or authority (in each case, whether national, provincial or municipal) or any court, each having jurisdiction over the matter in question, in terms of any applicable laws and delegations;
- 1.1.24 **"SANRAL"** means the South African National Roads Agency SOC Limited, registration number [REDACTED];
- 1.1.25 **"SMS"** means Short Message Service;
- 1.1.26 **"TMC"** means the Transport Management Centre located in Goodwood, Cape Town;
- 1.1.27 **"VAT"** means value-added tax;
- 1.1.28 **"VMS"** means Variable Message Sign; and
- 1.1.29 **"the WCG"** means the Provincial Government Western Cape in its ITS DBOM/SSP Cooperation and Funding

Department of Transport and Public Works;

1.1.30 **"Working Day"** means any day other than a Saturday, Sunday or official public holiday.

1.1.31 **"Triggered event"** means that no Capex work will be carried out without the written instruction of the Road Authority on which road system the work falls.

1.2 Interpretation

1.2.1 Words importing the singular number include the plural and vice versa, and words importing either gender or the neuter include both genders and the neuter where the context requires.

1.2.2 Natural persons include legal entities (corporate or non-corporate) and vice versa where the context requires.

1.2.3 The preamble to this Implementation Protocol forms an integral part thereof.

1.2.4 Unless otherwise stated, all references to clauses are references to clauses numbered in this Implementation Protocol and not to those in any other document attached to or incorporated into this Implementation Protocol.

1.2.5 References to the provisions of any law include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any transaction entered into under this Implementation Protocol.

1.2.6 References to "PARTIES" include the PARTIES' respective lawful successors.

1.2.7 References to a "person" include an individual, firm, company, corporation, juristic person, Responsible Authority, and any trust, organisation, association or partnership, whether or not having separate legal personality.

1.2.8 References to any "Responsible Authority" or any public or professional organisation include a reference to any of its successors or any organisation or entity, which takes over its functions or responsibilities.

1.2.9 References to "Clauses", "Sub-Clauses" and "Schedules" are references to the clauses, sub-clauses and schedules of this Implementation Protocol.

1.2.10 The headings of Parts, Clauses, Sub-Clauses and Schedules are included for convenience only and do not affect the interpretation of this Implementation Protocol.

1.2.11 The PARTIES acknowledge that each of them has had the opportunity to take legal advice concerning this Implementation Protocol, and agree that no provision or word used in this Implementation Protocol may be interpreted to the disadvantage of either PARTY because that PARTY was responsible for or participated in the preparation or drafting of this Implementation Protocol or any part of it.

- 1.2.12 References to "this Implementation Protocol" include this Implementation Protocol as amended in writing from time to time.
- 1.2.13 References to any law, other agreement or document include a reference to that law, agreement or document as amended from time to time.
- 1.2.14 General words preceded or followed by words such as "other" or "including" or "particularly" may not be given a restrictive meaning because they are preceded or followed by particular examples intended to fall within the meaning of the general words.

PART 2: COMMENCEMENT DATE AND DURATION

2.1 Commencement Date

This Implementation Protocol commences on 1 August 2023 notwithstanding the date of last signature by either of the Parties.

2.2 Duration

2.2.1 This Implementation Protocol remains in force until 31 October 2026, unless terminated earlier in terms of Part 11 (TERMINATION).

2.2.2 Subject to the Parties obtaining the necessary Consents, the Parties record their intention, in the event of the contract referred to in Clause 5.2 (Main Contractor) being extended:

- (a) to extend this Implementation Protocol on such conditions agreed upon by the Parties; or
- (b) to enter into such further intergovernmental co-operation and funding agreements which may be necessary to enable SANRAL to manage the ITS DBOM/SSP on behalf of CCT in respect of those portions of the freeways that fall within the jurisdiction of CCT,

for the duration of such period of extension mentioned in Clause 5.2 (Main Contractor) below.

PART 3: REFERENCE DOCUMENTS AND OBJECTIVE

3.1 Reference Documents

PARTIES confirm that the documents listed in **Schedule A** were consulted for purposes of this Implementation Protocol.

3.2 Objective

3.2.1 The Objective of this Implementation Protocol is to govern the relationship between SANRAL and the CCT concerning their co-operation with a view to optimising the effectiveness of the Western Cape FMS.

3.2.2 The PARTIES undertake for purposes of achieving the Objective of this Implementation Protocol to:

- (a) adhere to the constitutional principles of co-operative government;

- (b) break down organisational barriers and foster positive relationships;
- (c) align on clear strategies;
- (d) resolve conflict transparently and swiftly;
- (e) ensure the effective management of the ITS DBOM/SSP; and
- (f) advocate Good Industry Practice.

PART 4: JURISDICTION

4.1 Location of Routes

The location of the routes and information relating to the part of the FMS that falls within each PARTY's jurisdiction, the estimated road length by authority and road length split is depicted and tabled in **Schedule B**.

4.2 Consents

- 4.2.1 SANRAL undertakes to use all reasonable endeavours to obtain and maintain in full force and effect all necessary Consents required for achieving the Objective of this Implementation Protocol.
- 4.2.2 SANRAL undertakes to comply with all applicable laws and all such Consents.
- 4.2.3 The CCT undertakes to provide SANRAL with all such assistance as may be reasonably necessary for SANRAL to obtain all necessary Consents, which fall within its jurisdiction.
- 4.2.4 The PARTIES record that SANRAL is not liable for any delays in or costs associated with obtaining and maintaining such Consents unless SANRAL is responsible for the delays or costs incurred.

PART 5: ITS DBOM/SSP

5.1 Management

- 5.1.1 The Western Cape institutional environment provides unique opportunities for SANRAL, through municipal and provincial coordination, to adopt and implement integrated approaches to transport management on the Western Cape FMS.
- 5.1.2 With operational responsibility of the road infrastructure distributed across SANRAL, the CCT and the WCG, there are important considerations for multi-agency approaches to traffic and incident management, consistent practices for road user information and joint operations strategies.
- 5.1.3 Collocation of the SANRAL ITS within the TMC provides further collaborative opportunities and a near-term opportunity to address multi-modal coordination between the CCT, the WCG and SANRAL.
- 5.1.4 To this end, SANRAL has decided to utilise a Design-Build-Operate-Maintain/Systems Software Provision (DBOM/SSP) procurement and deployment model for the Western Cape.

5.1.5 Where feasible, the solution provider will be compensated based on its performance against key minimum performance requirements in addition to traditional activity measures. Another key feature of the model is that the provider will be allowed to propose additional resources such as additional Control Systems, new strategies and additional human resources in order to meet the minimum performance requirements determined under this Implementation Protocol.

5.1.6 Subject to Clause 6.3 (Funding and Payment Arrangements), SANRAL undertakes to manage the ITS DBOM/SSP on behalf of the CCT in respect of those portions of the freeways that fall within the jurisdiction of the CCT as depicted in Schedule B.

5.2 Main Contractor

The Parties record that SANRAL has procured the services of a contractor (hereinafter referred to as "Main Contractor"), who is responsible for the carrying out of the ITS DBOM SSP for a period of 72 (seventy-two) months, which period may be extended for a further period up to a maximum of 36 (thirty-six) months, unless terminated earlier as may be stipulated in the contractual arrangements with the Main Contractor.

5.3 Ownership of Control Systems, Equipment and Facilities

An asset register, in which the existing Control Systems, equipment and facilities deployed and the additional Control Systems, equipment and facilities to be deployed on the Western Cape FMS and their ownership are recorded, will be maintained in accordance with the contract referred to in Schedule A.

5.4 Replacement and Upgrading

Any replacement or upgrading of Control Systems, equipment and facilities, or part thereof, will be done in accordance with the contract referred to in Schedule A.

PART 6: OBLIGATIONS OF PARTIES

6.1 General Obligations and Responsibilities

6.1.1 Each PARTY undertakes to:

- (a) Co-operate with the other PARTY in the exercising of its rights or the performance of or compliance with its obligations under this Implementation Protocol;
- (b) act in good faith in a spirit of transparency at all times; and
- (c) perform or comply with its obligations under this Implementation Protocol with reasonable care and in a diligent manner to ensure that the objective of this Implementation Protocol is achieved.

6.1.2 Each PARTY undertakes not to execute any agreement with any third party, which may affect any of the rights and obligations of either of the other PARTIES in terms of this Implementation Protocol or which imposes additional obligations on the other PARTY, without that PARTY's prior written consent.

6.2 Co-ordinating Committee and Communication

6.2.1 Subject to the provisions of this Implementation Protocol, a Co-ordinating Committee shall be established to act jointly and cooperatively in:

- (a) Deciding its proceedings, agenda and frequency of meetings;
- (b) deciding the format and frequency of reports to the CCT by SANRAL;
- (c) establishing a joint communication strategy;
- (d) tracking the progress of this Implementation Protocol;
- (e) monitoring resources and costs expended in the delivery of this Implementation Protocol;
- (f) attempting to mediate disputes raised by one or both of the PARTIES;
- (g) removing anything that may hamper or impede SANRAL in its activities; and
- (h) any ancillary and/or incidental aspects to the abovementioned.

6.2.2 The Co-ordinating Committee shall consist of the following persons or their respective successors in law and/or their respective duly authorised nominees:

- (a) Lead Project Manager and Lead Project Co-ordinator of SANRAL as identified in **Schedule C**;
- (b) Project Manager and Project Co-ordinator of the CCT as identified in **Schedule C**; and
- (c) any other officials/persons as may be in the sole discretion of the Coordinating Committee co-opted from any one or both of the PARTIES whether on a permanent, temporary or ad hoc basis.

6.2.3 The Co-ordinating Committee shall convene its first meeting no later than 3 (three) months from the Commencement Date.

6.2.4 Notwithstanding the provisions of Clause 6.2.1 above, it is specifically recorded that the Co-ordinating Committee shall not have the power to amend the terms and conditions of this Implementation Protocol and same shall be affected only through the City Manager of CCT and the Chief Executive Officer of SANRAL.

6.2.5 The PARTIES agree to communicate as specified in **Schedule C** for purposes of exercising their respective rights and performing or complying with their respective obligations under this Implementation Protocol.

6.3 Funding and Payment Arrangements

The funding and payment arrangements for the carrying out of the ITS DBOM/SSP on those portions of the freeways that fall within the jurisdiction of CCT are described in **Schedule D**.

6.4 Warranties

ITS DBOM/SSP Cooperation and Funding

6.4.1 The PARTIES warrant that, to the best of their knowledge and belief:

- (a) No litigation, arbitration, investigation or administrative proceeding is in progress as at the Commencement Date or is threatening to restrain the entry into or exercise of any of their rights or performance of or compliance with their obligations under this Implementation Protocol; and
- (b) all information disclosed by or on behalf of either PARTY to the other PARTY at any time up to the Commencement Date, is true, complete and accurate and the disclosing PARTY is not aware of any facts or circumstances not disclosed to the other PARTY which would, if disclosed, be likely to have a materially adverse effect on the other PARTY's decision (acting reasonably) to enter into this Implementation Protocol.

6.4.2 The PARTIES warrant that they have taken all necessary actions practically possible to authorise the execution of this Implementation Protocol.**6.5 Indemnities and Liability****6.5.1 Indemnities**

The PARTIES indemnify each other and its Employees against all claims for any loss or damage resulting from bodily injury to or death of any person, the loss or damage to any property, or any other cause, caused by or arising from or in connection with any act or omission in terms of this Implementation Protocol.

6.5.2 Limitations on Liability**6.5.2.1 SANRAL accepts liability without limitation only in cases of any reckless, negligent or fraudulent management of the ITS DBOM/SSP by SANRAL.****6.5.2.2 Notwithstanding the indemnity mentioned in Clause 6.5.1 (Indemnities), neither PARTY so indemnified is entitled to the right to claim damages from the other for breach of contract, in delict or on any other basis, to the extent that such damages extend to indirect losses (such as loss of profit, loss of use, loss of production, loss of business, loss of business opportunity or is a claim for consequential losses) suffered or allegedly suffered by that PARTY.****6.6 Reporting**

The PARTIES undertake to establish and maintain adequate internal management, accounting and control mechanisms aligned with their respective standard reporting procedures, which may be necessary for facilitating the administration and implementation of this Implementation Protocol and for ensuring compliance with all relevant statutory and organisational requirements, including without limitation, the requirements of the Public Finance Management Act, 1999, and the Preferential Procurement Policy Framework Act, 2000 and the MFMA

PART 7: ACCESS TO INFORMATION**7.1 Information and Audit Access**

7.1.1 SANRAL undertakes to provide to the CCT all information, documents, records and the like in the possession of, or available to, SANRAL as may reasonably be requested by the CCT for the purpose of complying with any of its statutory reporting obligations pursuant to the MFMA.

7.1.2 Without limiting the generality of the foregoing, SANRAL undertakes to:

- (a) Provide and will ensure that its Employees provide all such information as the CCT may reasonably require from time to time to enable the CCT to provide reports and returns as required by any Responsible Authority, including reports and returns regarding health and safety, national security, and environmental safety; and
- (b) Note and facilitate compliance by the CCT with the Promotion of Access to Information Act, 2000, in the event that the CCT is required to provide information to any person pursuant to that Act.

7.2 Data Ownership and Sharing

7.2.1 For the purposes of enhanced sustainable transport planning and management, the Parties undertake to jointly share between them all Data and Information obtained by virtue of this Implementation Protocol.

7.2.2 Subject to Clause 7.2.3 below:

- (a) The ownership of the Data and Information obtained from that part of the Western Cape FMS that fall within the jurisdiction of SANRAL, vests in SANRAL;
- (b) the ownership of the Data and information obtained from that part of the Western Cape FMS that fall within the jurisdiction of the WCG, vests in the WCG but the custodianship of such Data and Information vests in SANRAL; and
- (c) the ownership of the Data and Information obtained from that part of the Western Cape FMS that falls within the jurisdiction of the CCT, vests in the CCT but the custodianship of such Data and Information vests in SANRAL.

- 7.2.3
- (a) CCT has access to the Data and information obtained from that part of the Western Cape FMS that fall within the jurisdiction of the CCT in accordance with the policy relating to ownership and sharing of FMS Data and information, which SANRAL may adopt from time to time.
 - (b) It is recorded that CCT may use, modify, reproduce, release, perform, display or disclose Data and information obtained from that part of the Western Cape FMS that falls within the jurisdiction of CCT for any purpose related to enhanced sustainable transport planning and management.

PART 8: INSURANCE**8.1 Professional Indemnity Insurance**

SANRAL undertakes to ensure that the Main Contractor appointed for the carrying out of the ITS DBOM/SSP has and maintains appropriate and adequate insurance to cover the interests of the PARTIES.

8.2 Other Risks

Either PARTY may insure itself against any other risks, which it deems necessary.

PART 9: INTELLECTUAL PROPERTY**9.1 Definition**

For the purposes of this Part, "Intellectual Property Rights" means all rights world-wide in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under agreement or otherwise under law, and other similar rights or interests in intellectual or industrial property.

9.2 Intellectual Property

The PARTIES undertake to assist each other in every reasonable way to secure, maintain and protect for either PARTY's benefit, all Intellectual Property Rights that may be vested in that PARTY in respect of any design, data, product, service, item, information, method, procedure or other thing or source of whatever nature used or applied in exercising its rights or performing or complying with its obligations under this Implementation Protocol.

PART 10: FORCE MAJEURE**10.1 Force Majeure**

10.1.1 If by reason of an event of Force Majeure a PARTY is wholly or partially unable to perform or comply with its obligations under this Implementation Protocol, the affected PARTY must forthwith, in good faith and by the most expeditious means, notify the other PARTY in writing of:

- (a) The cause, nature and extent of the event of Force Majeure;
- (b) the expected duration of the event of Force Majeure; and
- (c) the extent to which its performance or compliance will be affected.

10.1.2 If the event of Force Majeure changes after the affected PARTY has notified the other PARTY in accordance with Clause 10.1.1 above, the affected PARTY must forthwith, in good faith and by the most expeditious means, inform the other PARTY in writing of such changes and keep the other PARTY updated on such changes.

- 10.1.3 The event of Force Majeure in itself does not terminate this Implementation Protocol or absolve the affected PARTY from performance or compliance, as the case may be.
- 10.1.4 Should the event of Force Majeure make performance or compliance impossible, the affected PARTY must, having regard to all relevant factors, as soon as possible and in good faith submit proposals for alternatives to the other PARTY, which proposals must be in sufficient detail to enable the other PARTY to technically and financially assess the alternatives and to decide whether any alternative is acceptable.
- 10.1.5 Should there be no alternative acceptable to the other PARTY, it may elect to terminate this Implementation Protocol in accordance with Clause 11.1 below (Termination for Convenience).
- 10.1.6 If the event that Force Majeure delays performance:
- (a) The affected PARTY must forthwith and in good faith take all reasonable steps to mitigate the delay and to recover lost time;
 - (b) having regard to all relevant factors and in good faith, the affected PARTY must notify the other PARTY as soon as possible of the steps to be taken to mitigate the delay and recover lost time and keep the other PARTY updated on changes and progress thereon; and
 - (c) the other PARTY may, if the extent to which the delay may be mitigated and lost time be recovered are unacceptable to it, elect to terminate this Implementation Protocol by notice in writing to the other PARTY having immediate effect.
- 10.1.7 Subject to Clause 11.2 below (Rights and Obligations of PARTIES upon Termination), neither of the PARTIES has any claim, arising from an event of Force Majeure, on the other.

PART 11: TERMINATION

11.1 Termination for Convenience

- 11.1.1 Either Party may terminate this Implementation Protocol on 6 (six) months' notice in writing to the other Party of its intent to do so, unless another shorter or longer period is agreed upon between the Parties.

11.2 Rights and Obligations of PARTIES upon Termination

- 11.2.1 Upon the termination of this Implementation Protocol for whatever reason, the PARTIES commit to phasing out their duties and responsibilities in such a way so as to cause minimum disruption to the other.
- 11.2.2 A detailed and audited financial report constituting the status quo of the contracts contemplated under Clauses 5.2 and 5.3 of this Implementation Protocol will form the basis for establishing the rights and obligations of the PARTIES in respect of unspent funds.

PART12: MISCELLANEOUS**12.1 Succession**

This Implementation Protocol is binding on the PARTIES and their lawful successors.

12.2 Dispute Resolution

12.2.1 The PARTIES, being organs of state in the national and provincial spheres of government, respectively, acknowledge that they are bound by the Intergovernmental Relations Framework Act, 2005 (Act No. 13 of 2005).

12.2.2 In the event of any dispute or difference between the PARTIES arising from or in connection with this Implementation Protocol ("Dispute"), other than a Dispute on the protection of intellectual property rights, which cannot be resolved by the PARTIES in accordance with the terms and conditions of this Implementation Protocol, the PARTY wishing to declare the Dispute must deliver to the other PARTY written notice, which sets out:

- (a) A description of the nature of the Dispute, including the amount involved, if any, and the date on which the Dispute arose; and
- (b) the relief sought.

12.2.3 Within 14 (fourteen) days of receipt of the notice of the Dispute, the PARTIES must attempt to settle the Dispute by discussions conducted between the Chief Executive Officer of SANRAL and the Director: Transport of CCT.

12.2.4 If such individuals are unable to reach agreement within the 14 (fourteen) days' period, or such longer period as they may agree, the Dispute must be referred to arbitration by a single arbitrator to be nominated by the Arbitration Foundation of Southern Africa ("AFSA").

12.2.5 In all respects the arbitration must be in accordance with the rules, requirements and procedures determined by AFSA and shall be held in Cape Town.

12.2.6 The PARTIES record that a non-refundable administration fee is payable on demand to AFSA, which fee must be paid equally by the PARTIES.

12.2.7 Each PARTY carries its own costs relating to the arbitration proceedings except where the arbitrator makes a different award for costs.

12.2.8 Subject to Clause 12.2.5 above, any award, including an award for costs, made by the arbitrator is final and binding upon the PARTIES and must be carried into effect by them and may be made an order of any competent court.

12.2.9 The procedures in this Clause do not prevent either PARTY from obtaining appropriate relief on an urgent basis from a competent court pending the decision of the arbitrator.

12.2.10 This Clause is severable from the rest of this Implementation Protocol and therefore remains in effect even if this Implementation Protocol is terminated.

12.3 Governing Law and Language

12.3.1 This Implementation Protocol is governed by and construed in accordance with the laws of the Republic of South Africa.

12.3.2 All correspondence between the PARTIES and all documents pertaining to this Implementation Protocol are in English.

12.4 Waiver

12.4.1 Any relaxation, indulgence or delay (together "indulgence") by either PARTY in exercising, or any failure by either PARTY to exercise, any right under this Implementation Protocol is not construed as a waiver of that right and does not affect the ability of that PARTY subsequently to exercise that right or to pursue any remedy, nor does any indulgence constitute a waiver of any other right (whether against that PARTY or any other person).

12.4.2 The waiver of any right under this Implementation Protocol is binding on the waiving PARTY only to the extent that the waiver has been reduced to writing and signed by the duly authorised representative of the waiving PARTY.

12.5 Entire Agreement

12.5.1 Except where expressly provided otherwise in this Implementation Protocol, this Implementation Protocol constitutes the entire agreement between the PARTIES in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Implementation Protocol.

12.5.2 Each of the PARTIES acknowledges that:

- (a) It does not enter into this Implementation Protocol on the basis of and does not rely, and has not relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made or agreed to by any person (whether a PARTY to this Implementation Protocol or not) except those expressly contained or referred to in this Implementation Protocol, and the only remedy available in respect of any misrepresentation or untrue statement to it is a remedy available under this Implementation Protocol; and
- (b) this Clause does not apply to any statement, representation or warranty made fraudulently, or to any provision of this Implementation Protocol which was induced by fraud, for which the remedies available are all those available under the law governing this Implementation Protocol.

12.5.3 No provision in this Implementation Protocol (including, without limitation, the provisions of this Clause) may be amended, substituted or otherwise varied except, and no provision may be added to or incorporated into this Implementation Protocol, by an agreement in writing signed by the duly authorised representatives of the PARTIES.

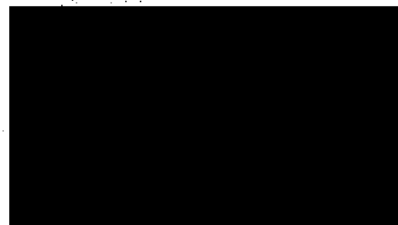
12.6 Severability

Whenever possible, each provision of this Implementation Protocol must be interpreted in a manner which makes it effective and valid under applicable law, but if any provision of this Implementation Protocol is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability does not affect the other provisions of this Implementation Protocol, all of which remain in full force.

12.7 Notices and Legal Service

12.7.1 For the purposes of this Implementation Protocol, or with regard to any matter arising from or in connection with this Implementation Protocol, the PARTIES choose as their respective *domicilia citandi et executandi*, the following addresses:

(a) **SANRAL:**



and

(b) **CCT:**
12 Hertzog Boulevard
CAPE TOWN
Private Bag X9185
CAPE TOWN 8000
Facsimile: 021 483 5068.

12.7.2 Either PARTY is entitled, by '14 (fourteen) days' prior notice to the other PARTY, to change its *domicillium citandi et executandi* so stipulated.

12.7.3 Any notice or communication required to be given under this Implementation Protocol, is valid and effective only if in writing.

12.7.4 Unless the contrary is proved, any notice or communication to a PARTY:

- (a) Sent by certified or registered mail in a correctly addressed envelope is deemed to have been received on the 5th (fifth) Working Day after posting;
- (b) delivered by hand to a representative of the PARTY concerned during ordinary working hours against written acknowledgement of receipt, is deemed to have been received on the day of delivery; or
- (c) sent by facsimile transmission to its chosen telefax number, is deemed to have been received on the Working Day after the day of despatch, if the sender maintains a log created at the time of transmission indicating receipt.

12.7.5 Notwithstanding anything to the contrary contained in this Implementation Protocol, a notice or communication actually received by a PARTY is an adequate notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address.

- 12.7.6 Notwithstanding the provisions of the Electronic Communications and Transactions Act, 2002, the PARTIES agree that no communication or notice to be given under this Clause may be given by way of a Data Message.
- 12.7.7 For the purposes of Clause 12.7.6 above, "Data Message" means data generated, sent, received or stored by electronic means and includes:
- (a) voice, where the voice is used in an automated transaction; and
 - (b) a stored record.

12.8 Confidentiality

- 12.8.1 Each PARTY undertakes to keep all information of the other PARTY strictly confidential while this Implementation Protocol remains in force and for a period of 5 (five) years after it has terminated for whatever reason.
- 12.8.2 Each PARTY undertakes to also use reasonable endeavours to prevent its Employees from making any disclosure to any person of any information of the other PARTY while this Implementation Protocol remains in force and for a period of 5 (five) years after it has terminated for whatever reason.
- 12.8.3 Clauses 12.8.1 and 12.8.2 above do not apply to:
- (a) Any disclosure of information that is reasonably required by persons engaged in the performance of or compliance with the receiving PARTY's obligations under this Implementation Protocol;
 - (b) any matter which a PARTY can reasonably demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this Clause;
 - (c) any disclosure as part of any attempt to resolve a dispute in accordance with Clause 12.2 above (Dispute Resolution);
 - (d) any disclosure which is required by law; or
 - (e) any disclosure of information that is already lawfully in the possession of the receiving PARTY prior its disclosure by the disclosing PARTY.

Thus, done and signed at Pretoria this 25th day of July 2023

For SANRAL

As Witnesses

Name: [REDACTED]

1

Signature: [REDACTED]

2

Capacity: Engineering Executive

Thus, done and signed at CAPE TOWN this 31 day of July 2023

For the CCT

As Witnesses

Name: [REDACTED]

1

Signature: [REDACTED]

2

Capacity: [REDACTED]

SCHEDULE A

REFERENCE DOCUMENTS

The following documents were consulted for purposes of this Implementation Protocol:

- A.1 The Public Finance Management Act, 1999.
- A.2 The Intergovernmental Relations Framework Act, 2005.
- A.3 The South African National Roads Agency Limited and National Roads Act, 1998.
- A.4 The Local Government: Municipal Finance Management Act, 2003.
- A.5 The Promotion of Access to Information Act, 2000.
- A.6 The Local Government: Municipal Systems Act, 2000.
- A.7 The National Land Transport Act, 2009.
- A.8 The Protection of Personal Information Act, 2013.
- A.9 Contract No NRA N.OOI -201-2010/1, consisting of:

Volume 1: Conditions of Contract

The FIDIC Conditions of Contract for Design, Build and Operate Projects (September 2008), Issued by the International Federation of Consulting Engineers

Volume 2: The COLTO Standard Specifications for Road and Bridge Works

Volume 3: Project Document (Parts T1, T2, C1, C2, C3, C4, C5)

Book 1 Part T1 TENDERING PROCEDURES

Book 2 Part T2 RETURNABLE SCHEDULES

Book 3 Part C1 AGREEMENTS AND CONDITIONS OF CONTRACT

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.2.1 Conditions of Contract

C1.2.2 Part A: Particular Conditions – Contract Data**C1.2.3 Part B - Particular Conditions - Special Provisions****C1.3 Other Standard Forms****Book 4 Part C2 PRICING DATA****C2.1 Pricing Instructions****C2.1.1 Part 1 - Payment Methodology****C2.1.2 Part 2 - Payment Item Descriptions****C2.1.3 Financial Memorandum****Book 5 Part C2 C2.2 Pricing Schedule****Book 6 Part C3 EMPLOYER'S REQUIREMENTS****C3.1 Glossary of Terms and Conditions****Book 7 Part C3 C3.2 Scope of Works****Book 8 Part C3 C3.3 General Requirements****Book 9 Part C3 C3.4 TECHNICAL REQUIREMENTS****C3.4.1 ITS Technical Requirements****Book 10 Part C3 C3.4.2 Operations Specifications****Book 11 Part C3 C3.5 SANRAL STANDARD SPECS****C3.5.1 Standard Specifications for Electrical and Mechanical Works****Book 12 Part C3 C3.5.2 Standard Specifications for Electronic works****Book 13 Part C3 C3.5.3 Standard Specifications for Control Centres****Book 14 Part C3 C3.6 CONTRACT PERFORMANCE MEASUREMENT****Book 15 Part C4 SITE INFORMATION****Book 16 Part C5 SUPPLEMENTARY DOCUMENTATION**

SCHEDULE B LOCATION OF ROUTES



SCHEDULE C FORMAL COMMUNICATION MEANS

- C.1 For purposes of establishing the formal communication means mentioned in Clause 6.2.5, SANRAL hereby appoints:
- (a) [REDACTED] as Lead Project Manager; and
 - (b) [REDACTED] as Lead Project Co-ordinator.
- C.2 For purposes of establishing the formal communication means mentioned in Clause 6.2.5, the CCT hereby appoints:
- (a) [REDACTED] as Project Manager; and
 - (b) [REDACTED] as Project Co-ordinator.
- C.3 The Lead Project Manager and the Project Manager act as primary points of contact and are responsible for the operational management of this Implementation Protocol and the ongoing monitoring, liaison and day to day management of the relationship between the PARTIES.
- C.4 For these purposes, the Lead Project Manager and the Project Manager must:
- (a) Report to each other for the duration of this Implementation Protocol and must ensure that any unacceptable performance by a PARTY of its obligations under this Implementation Protocol is brought to the attention of the PARTY's Project Manager timely to enable the PARTY to take suitable corrective action;
 - (b) continually review the management information requirements and agree upon any proposed variations to such requirements;
 - (c) continually review the quality of service provided by and performance of the Main Contractor and, in the event of the Main Contractor failing to reach the required production outputs, agree upon the exercising of the appropriate step in rights in accordance with the contract referred to in **Schedule A**;
 - (d) review the budget estimates for the *pro rata* contributions per road authority described in **Schedule D** at least once every 6 (six) months to incorporate changes due to the enhancement or expansion of the Western Cape FMS;
 - (e) meet regularly to review the relationship and to provide feedback to the Lead Project Co-ordinator and the Project Co-ordinator;
 - (f) where any specific action or approval is required by either PARTY in terms of this Implementation Protocol:
 - (i) Advise the Project Co-ordinator of the other PARTY of such required action or approval;
 - (ii) take the necessary steps to ensure that the required action is taken or the required approval is granted;

- C.5 In addition to the responsibilities mentioned in paragraph C.4 above, the Project Manager must:
- (a) liaise with the Lead Project Manager with regard to the carrying out of the ITS DBOM/SSP on those portions of the freeways that fall within the jurisdiction of the CCT;
 - (b) escalate any issues that remain unresolved beyond the stipulated response times.
 - (c)
- C.6 The Lead Project Co-ordinator and the Project Co-ordinator act as points of last reference in respect of any escalation required. No issue is referred to these persons until the respective Project Managers have taken it as far as is possible in the context of their authority.
- C.7 For purposes of discussing and reviewing any issue relating to this Implementation Protocol, the respective Project Managers meet on a monthly basis at the TMC, or such other venue on which they may agree from time to time. The monthly meetings must be attended by the respective Project Managers. The monthly meetings of the Project Managers may be attended by the Lead Project Co-ordinator and the Project Co-ordinator if deemed necessary.
- C.8 For purposes of discussing and reviewing this Implementation Protocol, the Co-ordinating Committee shall meet on a quarterly basis at the TMC, or such other venue on which they may agree from time to time. Provided that the Lead Project Co-ordinator and the Project Co-ordinator may call a special meeting at any time for purposes of considering any unresolved issue that has escalated from the respective Project Managers.
- C.9 The Lead Project Co-ordinator and the Project Co-ordinator must provide regular feedback to their respective principals.
- C.10 Either PARTY may replace any of its representatives with a representative of equivalent ability upon giving prior reasonable notice in writing to the other.
- C.11 In the event of a PARTY replacing a Project Manager for whatever reason, it must ensure at its own cost, to the greatest extent possible in the circumstances, that a suitable period of handover and overlap takes place between the new and the incumbent Project Manager.

SCHEDULE D

FUNDING AND PAYMENT ARRANGEMENTS

D.1. GENERAL

- D.1.1** CCT has agreed to make available/transfer to SANRAL the amounts as shown in Table D2.1. These amounts are an estimate and the calculation thereof will be done every three (3) months to compensate for the extension of the ITS DBOM/SSP for the pro rata contributions per road authority described in paragraph D.2 below subject to the following:
- (a) The funds may only be utilised for the purposes of implementing the ITS DBOM/SSP in accordance with this Implementation Protocol;
 - (b) Interest earned, if any, on the funds transferred to SANRAL may only be utilised for purposes of carrying out the ITS DBOM/SSP;
 - (c) SANRAL shall retain proof of all payments to the Main Contractor and any other costs incurred in implementing this Implementation Protocol and make such proof available to CCT upon request; and
 - (d) SANRAL shall submit annually to CCT an audited financial statement, which indicates the total funds transferred, total expenditure and total interest earned within 3 (three) months of SANRAL's financial year end.
- D.1.2** The Parties agree that the final cost of the ITS DBOM/SSP may be influenced by any amendments to the final design, present and future accepted tenders and any legitimate extensions of time for completion of the ITS DBOM/SSP, any unforeseen events occurring during the execution of the work, or any legitimate claims received during the execution of the work.
- D.1.3** SANRAL must register with CCT as a vendor for money transfer purposes.
- D.1.4** The CAPEX budget for CCT will be discussed separately.
- D.1.5** The estimated OPEX for CCT is R17,861,727.62 excluding VAT for the next three years and three months. SANRAL shall submit an invoice every three (3) months for the operational and maintenance cost (OPEX). The calculation for this cost will be done every three (3) months to compensate for the extension of the ITS DBOM/SSP and the pro rata contributions per road authority.
- D.1.6** Should CCT fail to transfer the funds within the time stipulated in the invoice, SANRAL reserves the right to postpone the ITS DBOM/SSP on those portions of the freeways that fall within the jurisdiction of CCT.
- D.1.7** The amounts in paragraphs D.1.4 and D.1.5 above include a management fee of 6.5% payable to SANRAL in respect of the management of this Implementation Protocol.
- D.1.8** SANRAL undertakes to use the funds herein for the purpose of the work, which SANRAL will accumulatively pay directly to the Main Contractor on receipt of payment certificates, and any unexpended funds, if any, shall be returned to CCT at the completion of the work.

- D.1.9 SANRAL shall, at quarterly intervals, submit to CCT estimates of the cash flows for the ITS DBOM/SSP, to assist CCT in the preparation of budgetary requirements.
- D.1.10 Should the carrying out of the ITS DBOM/SSP on those portions of the freeways that fall within the jurisdiction of CCT require more funding than the total budgeted amount of funding for the financial year concerned SANRAL is not authorised to exceed the total budgeted amount of funding unless authorised in writing to do so by CCT, in which case the excess funds will be made available by CCT.
- D.1.11 Should additional funds not be made available as contemplated in paragraph D.1.10 above, CCT undertakes to authorise SANRAL to reduce the costs of the ITS DBOM/SSP to ensure that the total budgeted amount of funding for the financial year concerned is not exceeded.
- D.1.12 The Parties agree that SANRAL acts as the principal authority for the ITS DBOM/SSP carried out in terms of this Implementation Protocol. SANRAL must pay from the funding made available by CCT any amount, due to the Main Contractor for the carrying out of the ITS DBOM/SSP on those portions of the freeways that fall within the jurisdiction of CCT within such period as may be stipulated in the contractual arrangements with the Main Contractor.
- D.1.13 The Parties will from time to time agree upon the extent to which the Employer's Requirements referred to in **Schedule A** must be changed and the funding for such change to include ITS function deployments or enhancements or geographical extensions as triggered by decision-making processes.

D.2 OPEX BUDGET ESTIMATES (Excl Vat)

1 August 2023 to 30 June 2024	R5,074,393.83
1 July 2024 to 30 June 2025	R5,328,055.74
1 July 2025 to 30 June 2026	R5,694,458.53
1 July 2026 to 31 October 2026	R1,864,819.52
TOTAL	R 17,861,727.62

D.2.2 OPERATIONAL AND MAINTENANCE ITS FUNCTION COST ESTIMATES

The Operational and Maintenance ITS Function, which together makes the OPEX costs, are to be split according to the method as indicated in Table D.2.2.1 and Table D.2.2.2 below. A combination of these two will be used to calculate the Cost Split between the partners.

Table D.2.2.1: Pro Rata Split according to Road Length and Incidents covered by FMS Operations

DESCRIPTION	KM			No of Incidents		
	SANRAL	WCG	CCT	SANRAL	WCG	CCT
National Portions						
N1 - WCG/SANRAL border (Old Oak) to Sonstraal I/C	38.50			984.00		
N1 - Sonstraal I/C to Rawsonville Welghbridge	23.80			462.00		
N1 - Rawsonville Welghbridge to Worcester	0.00			0.00		
N1 - Sandhills to Stofland (De Doorns)	12.00			0.00		
N2 - WCG/SANRAL border (Swartklip) to SANRAL/WCG border (Somerset West)	22.85			935.00		
N2 — Sir Lowry's Pass	7.00			81.00		
N2 - Sir Lowry's Pass to Botrivier	0.00			0.00		
N7 - Melkbos I/C to Malmesbury	0.00			0.00		
R300 — WCG/SANRAL border (Swartklip) to Stellenberg	16.20			1,981.00		
Provincial Portions						
T9 - Koeberg to WCG/SANRAL border (Old Oak)		18.90			2,475.00	
N7 - from N1 to Potsdam		9.25			280.00	
N7 - Potsdam to Melkbos I/C		0.00			0.00	
N2 - Black River Parkway to TR54/I (Airport Approach)		9.15			810.00	
N2 - TR54/I (Airport Approach) to Borchards Quarry		2.10			353.00	
N2 - Borchards Quarry to WCG/SANRAL border (Swartklip)		3.35			900.00	
Airport approach road		1.50			112.00	
N2 - (existing alignment) through Somerset West		8.60			164.00	
M5 - Koeberg to Blackriver Parkway IC		3.30			245.00	
R300 - WCG/SANRAL border (Swartklip) to Camera 300		1.40			161.00	
M3 - Newlands res to Steenberg Rd		0.00			0.00	
M5 - Camera 506 to Military Rd		0.00			0.00	
R300 - Camera 300 to Vanguard		0.00			0.00	
Municipal Portions						
Foreshore Freeway (N1)			1.20			33.00
Table Bay Boulevard			4.10			431.00
EB — Nelson Mandela to Philip Kgosana			3.60			144.00
N2 — De Waal Drive I/C to Black River Parkway I/C			2.85			696.00
Philip Kgosana (Roeland to EB)			1.50			0.00
M3 - N2 to Newlands res			0.50			43.00
M5 - Black River Parkway I/C to Camera 506			0.90			13.00
Total length per Road Authority	118.15	57.55	14.65	4,443.00	5,500.00	1,360.00
Total length of Western Cape FMS		190.35			11,303.00	
Pro Rata Split per Road Authority	62.07%	30.23%	7.70%	39.31%	48.66%	12.03%

SANRAL	50.69%
WCG	39.45%
CoCT	9.86%

Table D.2.2.2: Pro Rata Split according to Devices covered by FMS *Maintenance*

DESCRIPTION	KM	CCTV	VMS	VDS	Total
National Portions					
N1 - WCG/SANRAL border (Old Oak) to Sonstraal I/C	36.50	29.00	5.00	14.00	48.00
N1 - Sonstraal I/C to Rawsonville Welghbridge	23.80	25.00	3.00	6.00	34.00
N1 - Rawsonville Welghbridge to Worcester	26.60				0.00
N1 - Sandhills to Stofland (De Doorns)	12.00	22.00	0.00	0.00	22.00
N2 - WCG/SANRAL border (Swartklip) to SANRAL/WCG border (Somerset West)	22.65	30.00	4.00	8.00	42.00
N2 - Sir Lowry's Pass	7.00	10.00	1.00	2.00	13.00
N2 - Sir Lowry's Pass to Botrivier	32.00				0.00
N7 - Melkbos I/C to Malmesbury	37.00				0.00
R300 - WCG/SANRAL border (Swartklip) to Stellenberg	16.20	29.00	5.00	7.00	41.00
Sub Total SANRAL	213.75	145.00	18.00	37.00	200.00
Provincial Portions					
N1 - Koeberg to WCG/SANRAL border (Old Oak)	18.90	49.00	8.00	9.00	66.00
N7 - from N1 to Potsdam	9.25	9.00	5.00	5.00	19.00
N7 - Potsdam to Melkbos I/C	9.30				0.00
N2 - Black River Parkway to TR54/I (Airport Approach)	9.15	11.00	6.00	9.00	26.00
N2 - TR54/I (Airport Approach) to Borchards Quarry	2.10	4.00	0.00	2.00	6.00
N2 - Borchards Quarry to WCG/SANRAL border (Swartklip)	3.35	7.00	1.00	0.00	8.00
Airport approach road	1.50	2.00	1.00	0.00	3.00
N2 - (existing alignment) through Somerset West	8.80	10.00	2.00	9.00	21.00
M5 - Koeberg to Blackriver Parkway IC	3.30	9.00	2.00	3.00	14.00
M5 - Camera 506 to Military Rd	15.20				0.00
M3 - Newlands res to Steenberg Rd	14.60				0.00
R300 - WCG/SANRAL border (Swartklip) to Camera 300	1.40	4.00	1.00	0.00	5.00
R300 - Camera 300 to Vanguard	4.50				0.00
Sub Total WCG	101.15	105.00	26.00	37.00	168.00
Municipal Portions					
Foreshore Freeway (N1)	1.20	3.00	2.00	0.00	5.00
Table Bay Boulevard	4.10	10.00	3.00	4.00	17.00
EB - Oswald Pirow to De Waal Drive I/C	3.60	5.00	2.00	4.00	11.00
N2 - De Waal Drive I/C to Black River Parkway I/C	2.85	10.00	2.00	4.00	16.00
Philip Kgosana (Roeland to EB)	1.50	4.00	1.00	0.00	5.00
M3 - N2 to Newlands res	0.50	1.00	1.00	0.00	2.00
M5 - Black River Parkway I/C to Camera 506	0.90	1.00	1.00	1.00	3.00
Sub Total CoCT	14.65	34.00	11.00	13.00	59.00
Total		284.00	56.00	87.00	427.00
SANRAL	46.84%				
WCG	39.34%				
CoCT	13.82%				

Note:

Table D.2.2.1 and Table D.2.2.2 will be updated every 3 months to compensate for Capex work that adds km's and devices which changes the percentages per Road Authority.