

ENTERPRISE DEVELOPMENT – BENEFICIARY AGREEMENT

BETWEEN

EAST LONDON INDUSTRIAL DEVELOPMENT ZONE (PTY) LTD

Registration number: No.

(The Measured Entity)

AND

COMPANY NAME.....

Ck No.....

(The Beneficiary)

For the purpose of financial, operational and/or developmental sustainability in the beneficiary enterprise, The Company wishes to assist the Beneficiary according to Supplier Development defined in the Broad Based Black Economic Empowerment Act 2003 (Act No. 53 of 2003) and the Amended codes of Good Practice (Amended Code Series 000)

Terms and Conditions:

1. The Company wish to provide Enterprise Development Services to the Beneficiary in response to the above clause in the form of:

Qualifying Type	Contribution	Contribution Amount	Value-Adding Supplier (Y/N)	Benefit Factor

2. The specific objective of this assistance/contribution is to accelerate the development, sustainability, and ultimate financial and operational independence of
(Beneficiary)
3. East London Industrial Development Zone (Measured Entity) will endeavour to do so by way of expansion of **(Beneficiary)** financial and/or operational capacity.

4. (Beneficiary) confirms that it is more than 50% black owned as defined in the Broad Based Black Economic Empowerment Act. Section 9(1) Codes of Good Practice as Amended.
5. The fact that (Beneficiary) has signed this contract, does not absolve it from providing East London Industrial Development Zone (Measured Entity) with the required statutory documentation such as its registration documents, copies of identity documents of owners, BEE certificate and the like as may be requested by East London Industrial Development Zone (Measured Entity) from time to time.
6. Warranties given by the Parties:
 - a. The information provided in this agreement is correct in all respects and that the Company have provided documentary evidence which is a true reflection of the company's current status as at the date of signing this agreement
 - b. Supplier Development Contributions are utilised for the purpose to which they are made and ensure that sound governance is maintained in the usage of such contribution.
7. (Beneficiary) confirms that it will furnish East London Industrial Development Zone (Measured Entity) a letter confirming the contributions received by it upon request to do so. The letter Annexed hereto as Annexure A may be used as the standard letter in this regard.
8. This agreement constitutes the complete and binding agreement between the parties and any or all variations thereto must be reduced to writing in order to be of any force and effect.

Signed at _____ on this _____ day of _____ 20__.

Authorised representative of _____ (Beneficiary)

Authorized representative of _____ (Main Contractor)

Authorised representative of _____ (Measured Entity)