

# REVISED

PERFORMANCE MANAGEMENT AGREEMENT

ENTERED INTO BY AND BETWEEN:

MOGALE CITY LOCAL MUNICIPALITY

AS REPRESENTED BY THE

MUNICIPAL MANAGER:

MAANDA PRINGLE RAEDANI

**AND** 

CHIEF AUDIT EXECUTIVE

GABRIEL RAMORWESI

THE EMPLOYEE OF THE MUNICIPALITY

FOR THE

FINANCIAL YEAR: 01 JULY 2019 TO 30 JUNE 2020

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# PERFOMANCE MANAGEMENT AGREEMENT

#### **ENTERED INTO BY AND BETWEEN**

MOGALE CITY LOCAL MUNICIPALITY herein represented by Maanda Pringle Raedani as the Municipal Manager (hereinafter referred to as the Employer or Supervisor)

#### And

Gabriel Ramorwesi as the Chief Audit Executive: Internal Audit (hereinafter referred to as the Employee).

WHEREBY IT IS AGREED AS FOLLOWS:

#### 1. INTRODUCTION

- 1.1 The Employer has entered into a contract of employment with the Employee in Terms of section 57(1)(a) of the Local Government: Municipal Systems Act 32 of 2000 ("the Systems Act"). The Employer and the Employee are hereinafter referred to as the "the Parties".
- 1.2 The parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Employee to a set of outcomes that will secure local government policy goals.
- 1.3 The parties wish to ensure that there is compliance with Sections 57(4A), 57(4B), 57(C) and 57(5) of the Systems Act, Local Government: Municipal Performance Regulations for Municipal Managers and Managers directly accountable to Municipal Manager, 2006 & Local Government: Competency Framework for Senior Managers, 2014.

#### PURPOSE OF THIS AGREEMENT 2.

The purpose of this Agreement is to -

2.1 Comply with the Contract of Employment entered into between the parties;

REVISED 2019/2020 Performance Management Agreement entered into by and between the Municipal

Manager: Maanda Pringle Raedani and Chief Audit Executive: Gabriel Ramorwesi

Page 2

- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Management Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
- 2.5 Use the Performance Management Agreement and Performance Management Plan as the basis for assessing whether the employee has met the performance expectations applicable to his job;
- 2.6 Appropriately reward the Employee in accordance with the Employer's performance management policy in the event of outstanding performance; and
- 2.7 Give effect to the Employer's commitment to a performance-orientated relationship with the Employee in attaining equitable and improved service delivery.

#### COMMENCEMENT AND DURATION

- This Agreement will commence on the 01 JULY 2019 and will remain in force until 30 3.1 JUNE 2020; where after a new Performance Management Agreement, Performance Management Plan and Personal Development Plan shall be concluded between the parties for the next financial year or any portion thereof.
- The parties will review the provisions of the Agreement during February each year. The 3.2 parties will conclude a new Performance Management Agreement and Performance Management Plan that replaces this Agreement at least once a year by not later 31 July.
- This Agreement will terminate on the termination of the Employee's contract of 3.3 employment for any reason.
- The content of this Agreement may be revised at any time during the above- mentioned 3.4 period to determine the applicability of the matters agreed upon.
- If at any time during the validity of this Agreement the work environment alters (whether 3.5 as a result of government or council decisions or otherwise) to the extent that the contents of this Agreement are no longer appropriate, the contents shall immediately be revised.

### PERFORMANCE OBJECTIVES

4.1 The Performance Plan (Annexure A) sets out-

Maanda Pringle Raedani and Chief Audit Executive: Gabriel Ramorwesi

4.1.1 The performance objectives and targets that must be met by the Employee; and

2019/2020 Performance Management Agreement entered into by and between the Municipal Manager:

Page 3

- 2.2 Specify objectives and targets established for the Employee and to communicate to the Employee the Employer's expectations of the Employee's performance expectations and accountabilities;
- 2.3 Specify accountabilities as set out in the Performance Management Plan (Annexure A);
- 2.4 Monitor and measure performance against set targeted outputs;
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#### 4 PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan (Annexure A) sets out-
  - 4.1.1 The performance objectives and targets that must be met by the Employee; and

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- 4.1.2 The time frames within which those performance objectives and targets must be met.
- 4.2 The performance objectives and targets reflected in Annexure A are set by the Employer in consultation with the Employee and based on the Integrated Development Plan and the Budget of the Employer, and shall include key objectives; key performance indicators; target and weightings.
- 4.3 The key objectives describe the main tasks that need to be done. The key performance indicators provide the details of the evidence that must be provided to show that a key objective has been achieved. The target dates describe the timeframe within which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.4 The Employee's performance will, in addition, be measured in terms of contributions to the goals and strategies set out in the Employer's Integrated Development Plan.

### 5 PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Employee agrees to participate in the performance management system that the Employer adopts or introduces for the Employer, management and municipal staff of the Employer.
- 5.2 The Employee accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the Employer, management and municipal staff to perform to the standards required.
- 5.3 The Employer will consult the Employee about the specific performance standards that will be included in the performance management system as applicable to the Employee.

# 6 THE EMPLOYEE AGREES TO PARTICIPATE IN THE PERFORMANCE MANAGEMENT AND DEVELOPMENT SYSTEM THAT THE EMPLOYER ADOPTS

- 6.1 The Employee undertakes to actively focus towards the promotion and implementation of the KPAs (including special projects relevant to the employee's responsibilities) within the local government framework.
- 6.2 The criteria upon which the performance of the Employee shall be assessed shall consist of two components, both of which shall be contained in the performance agreement.

REVISED 2019/2020 Performance Management Agreement entered into by and between the Municipal

Manager: Maanda Pringle Raedani and Chief Audit Executive: Gabriel Ramorwesi

Page 4

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- 6.2.1 The Employee must be assessed against both components, with a weighting of 80:20 allocated to the Key Performance Areas (KPAs) and the Competency Requirements (CRs)(Leading & Core Competencies) respectively.
- 6.2.2 Each area of assessment will be weighted and will contribute a specific part to the total score.
- 6.2.3 KPAs covering the main areas of work will account for 80 weighting and CRs will account for 20 weighting of the final assessment.
- 6.3 The Employee's assessment will be based on his/her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80 weighting of the overall assessment result as per the weightings agreed to between the employer and Employee:

Key Performance Areas (KPA's)	Weignung's
Good Governance and Public Participation	95%
Municipal Transformation and Organizational Development	5%
TOTAL	100%

The Employee's assessment will be based on his/her performance in terms of the outputs/ outcomes (performance indicators) identified as per attached Performance Plan (Annexure A), which are linked to the KPA's, and will constitute 80 weighting of the overall assessment result as per the weightings agreed to between the employer and Employee.

The six (6) core competencies that act as drivers to ensure that the leading competencies are executed at an optimal level

LEADING COMPETENCY R	REQUIREMENTS	WEIGHTS %
Strategic Direction and Leadership	<ul> <li>Impact and influence</li> <li>Institutional Performance         Management</li> <li>Strategic Planning and Management</li> <li>Organizational Awareness</li> </ul>	20%
People Management	<ul> <li>Human Capital Planning &amp; Development</li> <li>Diversity Management</li> <li>Employee Relations Management</li> <li>Negotiation and Dispute Management</li> </ul>	10%
Program & Project Management	<ul><li>Program &amp; Project Planning and Implementation</li><li>Service Delivery Management</li></ul>	20%

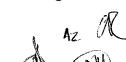
REVISED 2019/2020 Performance Management Agreement entered into by and between the Municipal Manager: Maanda Pringle Raedani and Chief Audit Executive: Gabriel Ramorwesi Page 5



LEADING COMPETENCY	REQUIREMENTS	WEIGHTS %
	Program & Project Monitoring & Evaluation	
Financial Management	<ul> <li>Budget Planning &amp; Execution</li> <li>Financial Strategy &amp; Delivery</li> <li>Financial Reporting &amp; Monitoring</li> </ul>	20%
Change Leadership	<ul> <li>Change Vision &amp; Strategy</li> <li>Process Design &amp; Improvement</li> <li>Change Impact Monitoring &amp; Evaluation</li> </ul>	10%
Governance Leadership	<ul><li>Policy Formulation</li><li>Risk and Compliance Management</li><li>Cooperative Governance</li></ul>	20%
COR	E COMPETENCIES	-
	Moral Competence	
	lanning and Organizing	_
	Analysis and Innovation	_
Knowledg	e and Information Management	_
	Communication	
	esult and Quality Focus	
TOTAL		100

## 7 EVALUATING PERFORMANCE

- 7.1 The Performance Management Plan (Annexure A) to this Agreement sets out-
  - 7.1.1 The standards and procedures for evaluating the Employee's performance; and
  - 7.1.2 The intervals for the evaluation of the Employee's performance.
- 7.2 Despite the establishment of agreed intervals for evaluation, the Employer may in addition review the Employee's performance at any stage while the contract of employment remains in force.
- 7.3 Personal growth and development needs identified during any performance review discussion must be documented in a Personal Development Plan as well as the actions agreed to and implementation must take place within set time frames.
- 7.4 The Employee's performance will be measured in terms of contributions to the goals and strategies set out in the Employer's IDP.
- 7.5 The annual performance appraisal will involve:
  - 7.5.1 Assessment of the achievement of results as outlined in the performance Plan:



- (a) Each KPA should be assessed according to the extent to which the specified standards or performance indicators have been met and with due regard to hoc tasks that had to be performed under the KPA;
- (b) An indicative rating on the five-point scale should be provided for each KPA;
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final KPA score.

# 7.5.2 Assessment of the CRs

- (a) Each CR should be assessed according to the extent to which the specified standards have been met;
- (b) An indicative rating on the five-point scale should be provided for each CR;
- (c) The applicable assessment rating calculator must then be used to add the scores and calculate a final CR score.

# 7.5.3 Overall rating

An overall rating is calculated by using the applicable assessment-rating calculator. Such overall rating represents the outcome of the performance appraisal.

7.6 The assessment of the performance of the Employee will be based on the following rating scale for KPA's and CRs:

Overall Performance	dialing	Performance Score
Unacceptable Performance		
Performance does not meet the standard expected for the job. The employee has failed to demonstrate the commitment level expected in the job despite management efforts to encourage improvement.	1	59% and below
Performance Not Fully Effective		
Performance is below the standard required for the job in key areas. Performance meets some of the standards expected for the job.	2	60 – 69 %
Performance Fully Effective		

REVISED 2019/2020 Performance Management Agreement entered into by and between the Municipal Manager: Maanda Pringle Raedani and Chief Audit Executive: Gabriel Ramorwesi Page



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Overall Performance	Rating	Performance Score
Performance fully meets the standards expected in all areas of the job	3	70 – 79 %
Performance Significantly Above Expectations / Exceptional Performance	4	80 – 89 %
Performance is significantly higher than the standard expected in the job.		
Outstanding Performance		
Performance far exceeds the standard expected of an employee at this level.	5	90 – 100 %

- 7.7 For purposes of evaluating the annual performance of managers directly accountable to the Municipal Manager, an evaluation panel constituted of the following persons must be established
  - i. Municipal Manager;
  - ii. Chairperson of the Performance Audit Committee or the Audit Committee in the absence of a Performance Audit Committee;
  - iii. Member of the Mayoral Committee; and
  - iv. Municipal Manager from another Municipality.

# 8 SCHEDULES FOR PERFORMANCE REVIEWS

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

Timeline	Date of the Review
July – September 2019	October 2019
October – December 2019	January 2020
January – March 2020	April 2020
April – June 2020	n/a
	July – September 2019  October – December 2019  January – March 2020

8.2 The Employer shall keep a record of all formal and informal reviews, including the midyear review and annual assessment meetings.

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- Performance feedback shall be based on the Employer's assessment of the Employee's performance.
- 8.4 The Employer will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Employee will be fully consulted before any such change is made.
- 8.5 The Employer may amend the provisions of Annexure "A" whenever the performance management system is adopted, implemented and/or amended as the case may be. In that case the Employee will be fully consulted before any such change is made.

#### 9 DEVELOPMENTAL REQUIREMENTS

The Personal Development Plan (PDP) for addressing developmental gaps is attached as Annexure B.

# 10. OBLIGATIONS OF THE EMPLOYER

- 10.1 The Employer shall:-
- 10.1.1 Create an enabling environment to facilitate effective performance by the Employee;
- 10.1.2 Provide access to skills development and capacity building opportunities;
- 10.1.3 Work collaboratively with the Employee to solve problems and generate solutions to common problems that my impact on the performance of the Employee;
- 10.1.4 On the request of the Employee delegate such powers reasonably required by the Employee to enable him/ her to meet the performance objectives and targets established in terms of this Agreement; and
- 10.1.5 Make available to the Employee such resources as the Employee may reasonably require from time to time to assist him/her to meet the performance objectives and targets established in terms of this agreement.

# 11 CONSULTATION

- 11.1 The Employer agrees to consult the Employee timeously where the exercising of the powers will have amongst others
  - 11.1.1 A direct effect on the performance of any of the Employee's functions;

REVISED 2019/2020 Performance Management Agreement entered into by and between the Municipal Manager: Maanda Pringle Raedani and Chief Audit Executive: Gabriel Ramorwesi Page 9

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- 11.1.2 Commit the Employee to implement or to give effect to a decision made by the Employer; and
- 11.1.3 A substantial financial effect on the Employer.
- 11.2 The Employer agrees to inform the Employee of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 11.1 as soon as is practicable to enable the Employee to take any necessary action without delay.

#### 12. MANAGEMENT OF EVALUATION OUTCOMES

- 12.1 The evaluation of the Employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 12.2 A performance bonus of 5% to 14% of the inclusive annual remuneration package may be paid to the Employee in recognition of performance and the amount payable would be calculated on the following basis:

		Performance Rating	Éonus Amount
1.	0% - 59%	Performance Unacceptable	0% of total package
2.	60% - 69%	Performance Not Fully Effective	
3,	70% - 79%	Performance Fully Effective	Remuneration Progression
4.	80% - 89%	Performance Significantly Above Expectations/ Exceptional Performance	Remuneration Progression     5% - 9% of Total Package
5.	90% - 100%	Outstanding Performance	Remuneration Progression     10% - 14% of total package

- 12.3 The Employee will be eligible for progression to the next higher remuneration package, within the relevant remuneration band, after completion of at least twelve months (12) service at the current remuneration package on 30 June (end of financial year) subject to a fully effective performance assessment results and above.
- 12.4 In the case of unacceptable performance, the Employer shall
  - 12.4.1 provide systematic remedial or developmental support to assist the Employee to improve his or her performance; and
  - 12.4.2 after appropriate counseling and having provided the necessary guidance and/ or support as well as reasonable time for improvement in performance, the Employer may consider steps to terminate the contract of employment of the employee on grounds of unfitness or incapacity to carry out his or her duties.

REVISED 2019/2020 Performance Management Agreement entered into by and between the Municipal Manager: Maanda Pringle Raedani and Chief Audit Executive: Gabriel Ramorwesi Page 10

## 13 DISPUTE RESOLUTION

- 13.1 Any disputes about the nature of the employee's performance agreement, whether it relates to key responsibilities, priorities, methods of assessment and/ or any other matter provide for, shall be mediated by
  - 13.1.1 The Executive Mayor within thirty (30) days of receipt of a formal dispute from the Employee; or
  - 13.1.2 Any other person appointed by the Executive Mayor.
- 13.2 In the event that the mediation process contemplated above fails, clause 19.3 of the Contract of Employment shall apply.

#### 14 GENERAL

- 14.1 The contents of this agreement and the outcome of any review conducted in terms of Annexure A may be made available to the public by the Employer.
- 14.2 Nothing in this agreement diminished the obligations, duties or accountabilities of the Employee in terms of his/ her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Thus done and signed at Mencerobore on this the day of June 2020

AS WITNESSES:

1. CHIEF AUDIT EXECUTIVE

2. CHIEF AUDIT EXECUTIVE

Thus done and signed at Musich DORP on this the day of June 2020

AS WITNESSES:

1. Chief AUDIT EXECUTIVE

MINICIPAL MANAGER

REVISED 2019/2020 Performance Management Agreement entered into by and between the Municipal Manager: Maanda Pringle Raedani and Chief Audit Executive: Gabriel Ramorwesi Page 11

			Two(2) 2019/2020Perfor	Management Agreements	signed with Managers		Proof on the	Submission of PDPs for Senior	Managers to	Learning and Development	SDBIP Quarterly	Performance	Monitoring and	ation	sion	040,	01 8102	ear	oring		(019 to	e 2020	ear	orling to	Ī	nge	ement		ented /
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4=90% implementation of assigned strategies for 2019/2020 as per resources allocated.	5=100% implementation of assigned strategies for 2019/2020 as per resources allocated.	1= 2 Performance Management Agreements signed after the 30/09/2019	2=2 Performance Management Agreements signed after the 15/09/2019	3≈ 2 Performance Management Agreements signed by the 31/08/2019	4= 2 Performance Management Agreements signed by the 20/08/2019	5= 2 Performance Management Agreements signed by the 10/08/2019	1=PDPs developed by 30 November 2019	2=PDPs developed by 31October 2019	3=PDPs developed by 15 September 2019 4=PDPs developed by 15 September 2019	5=PDPs developed by 31 August 2019	1≕ 59% and below implementation of the SDBIP	2= 60-69% implementation of the SDBIP	3= 70-79% implementation of the SDBIP	4= 80-89% implementation of the SDBIP	5= 90-100% implementation of the SDBIP	1= 20% and more increase of UIF	2≂ 10% increase of UIF	3= 10% reduction of UIF	4= 20% reduction of UIF	5= 30% reduction of UIF	1= 92% Spent	2= 94% Spent	3= 96% Spent 4= 08% Scort	4= 3070 Sperit	4-E09/ 224 Bolovi Inchia	1=33% and below implementation 2=60-69 % Implementation	3=70-79 % Implementation	4≂80-89 % Implementation	5=90-100 %Implementation
				No. of Individual Performance Management Agreements signed with Managers by 31 August 2019				Development of Bersonal Davaloament Dians (DDPs) for Management	Development of Fasorial Development Flans (FDFs) for Managers	THE PROPERTY OF THE PROPERTY O		:	Service Delivery Management					20, About of the other property of the second of the secon	A reduction of Organization and Printess (Off.) experimitive	The state of the s		10 yes friends and included a second and the second of the	o i mineo capital buoget spelit at the end of financial year		THE PROPERTY OF THE PROPERTY O		% Change Management Plan Implementation		
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			5= 6 meetings	meetings
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**************************************			2=60-69%	Revised and
			3=70-79%	Policies vs
	10	Inputs/comments provided for Revision and/or Development of Policies	4=80-89%	submitted to Council in the
			5=90-100%	2019/2020 financial year for Approval
Governance Leadership		MANAGEMENT TO THE PROPERTY OF	1=59% and Below	
			2=60-69%	
			3=70-79%	
	10	% Implementation of the annual risk management implementation plan	4=80-89%	Dashboard Risk Management Reports from
			5=90-100%	M&E
Total=100			**************************************	A CONTRACTOR OF THE CONTRACTOR

Signed and Accepted by the Chief Audit Executive
Gabriel Ramorwes
Date: 17 Sune 2020 W
Approved by the Municipal Manager
Maanda Pringle Raedani 、
Date: 1210612020

EVIDENCE																	Quarterly	report			-											
RESPONSIBLE PERSON																	Chief Audit	Executive														
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WEIGHTING					•	·											70%					•					····· '		u i			
KEY PERFORMANCE INDICATOR																Days taken to attend to	employee grievances	within the prescribed	timelines (Step 2)													
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PLANNING LEVEL																	Cutro	indino														
SDBIP REF.NO																	KPI G/008	)														

CORE MANAGERIAL COMPETENCIES WEIGHTING	WEIGHTING	*KPI	PERFORMANCE MEASUREMENT	EVIDENCE
			1=75% implementation of assigned strategies for 2019/2020 as per resources allocated	
			2= 80% implementation of assigned strategies for 2019/2020 as per resources allocated	
	6	% implementation of assigned strategies as per IDP 2019/2020 in line with resources allocated.	3= 85% implementation of assigned strategies for 2019/2020 as per resources allocated.	Progess report submitted to Division IDP.

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No. of assessments conducted on the implementation of Management Action Plans				% implementation of departmental mitgation actions on the Strategic Risk Register.			KPA: MUNICIPAL TRANSFORMATION AND ORGANISATIONAL DEVELOPMENT 5%
All Wards				All Wards			D ORGANISAT
Assessments conducted on Internal Audit Action Plans				Risk Management			SFORMATION AN
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		Assessments conducted on the Audit General's Action Plans	submitted		
		Chief Audit Executive			
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		10%			
		No. of Internal Audit reviewed OPCA action assessment			
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			New Target		
			Number	A District Control of the Control of	
4=100 % Ethics Activities Implemented 10 days prior to the approved Ethics and Investigation plan targets set 5=100 % Ethics Activities Implemented 15 days prior to the approved Ethics and Investigation plan targets set	1=Ethics management Program reviewed by 30 June 2020	2=Ethics management Program reviewed by 30 March 2020	3=Ethics management Program reviewed by 31 Janaury 2020	4=Ethics management Program reviewed by 15 December 2019	5=Ethics management Program reviewed by 30 November 2019
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	No. of Ethics management Program reviewed				
			All Wards		
Corporate Ethics					
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NDP	Building a p	rofessional, capa	ble, citizen-fo	Building a professional, capable, citizen-focused public service (NDP Chapter 13)	P Chapter 13)								
Strategic	To ensure ac	To ensure accountable governance within the municipality	nance within	the municipality									
DEPARTM	ENT: OFFICE GOOD GOVE	DEPARTMENT: OFFICE OF CHIEF AUDIT EXECUTIVE - 00 KPA GOOD GOVERNANCE AND PUBLIC PARTICIPATION 95%	FEXECUTIVE UBLIC PARTIC	- 00 SIPATION 95%									
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						1=Performance evaluation conducted by 30 September 2019				<u>6</u>	-		
						2≖Performance evaluation conducted by 15 September 2019				02			
KPI A/001	Output	Audit Committee Performance Evaluation	All Wards	No. of Audit committee Performance Evaluation conducted	2%	3=Performance evaluation conducted by 30 August 2019 4=Performance	Number	_	- Ann	<b>5</b> 0	ı	Chief Audit Executive	
						evaluation conducted by 15 July 2019							
						5=Performance evaluation conducted by 30 July 2019				Q4			
						1=100 % Approved Internal Audit Plan implemented within set				5	100%		
						2=100% of Approved Internal Audit Plan Implemented 3 days prior to set timeframes				07	100%		

Audit Committee Performance Evaluation

EVIDENCE



			Chief Audit Executive
%09	%001	%001	80%
40	۵٫	02	03
			80%
			New Target
			%
5=100% of Approved Internal Audit Plan implemented 15 days prior to set timeframes	1=100 % Ethics Activities implemented in line with the approved Ethics and Investigation plan	2=100 % Ethics Activities implemented 3 days prior to the approved Ethics and Investigation plan targets set	3=100 % Ethics Activities Implemented 5 days prior to the approved Ethics and Investigation plan targets set
			10%
			% Ethics Activities implemented in line with the approved Ethics and Investigation plan
			All Wards
			Output
	·		KPI A/003
		2% of over Internal Plan Additional Plan Addition to set Finites Finit	2% of number of

