

AGREEMENT

BETWEEN

BOTSWANA POWER CORPORATION (BPC)

AS THE

IMPLEMENTATION BODY

AND

AS THE END USER

FOR

THE INSTALLATION OF A

FEE-FOR-SERVICE PHOTOVOLTAIC HOME SYSTEM

1. The contract is entered into between Botswana Power Corporation (hereinafter referred to as "BPC") represented by NDIYE NKRUMAH BALULE, in his capacity as Corporation Secretary, on the one part.

AND

SURNAME:

FIRST NAMES:

NATIONAL ID NUMBER:

MAILING ADDRESS:

DISTRICT:

VILLAGE:

WARD:

hereinafter referred to as "the End User", on the other part.

2. PURPOSE OF THE AGREEMENT

This agreement specifies the terms and conditions under which BPC shall provide the necessary services on operation and maintenance of the Solar Home System (PV system) to be installed in the premises of the End User by the Japan International Cooperation Agency (hereinafter referred to as JICA). The End User shall pay the fees stipulated below for the services provided by BPC.

3. VALIDITY OF THE AGREEMENT

This Agreement is initially valid for a period of one (1) year from the date of commissioning of the system. Thereafter the contract shall be extended by mutual consent between the End User and BPC.

4. SCOPE OF SUPPLY

The basic PV System shall comprise a 60 Wp supply with two lights, except that for the system with separate battery charging shall be supplied with one light only.

5. DEPOSIT AND FEES PAYABLE BY THE END-USER

5.1 DEPOSIT

The following deposits, covering three months service fees shall be payable by the End User prior to the installation of the PV system.

➤ Solar Home System:

- ✧ Deposit of P120 for a 50WP
- ✧ Deposit of P240 for a 50Wp x 2 sets (100Wp)
- ✧ Deposit of P360 for a 50Wp x 3 sets (150Wp)
- ✧ Deposit of P480 for a 50Wp x 4 sets (200Wp)
- ✧ Deposit of P600 for a 50Wp x 5 sets (250Wp)

(The End User should indicate the appropriate row depending on the size of the system that is required)

➤ Battery Charge System:

None

➤ Public Facilities:

Deposit of P2400 for a 100Wp x 10 sets (1000Wp)

Deposit amount to be paid in words:

.....

5.2 FEE-FOR-SERVICE

➤ Solar Home System:

The End User agrees to pay the following monthly fee for a Solar Home System.

- ✧ P40 per month for a 50Wp as a fee-for-service
- ✧ P80 per month for a 50Wp x 2 sets (100Wp)
- ✧ P120 per month for a 50Wp x 3 sets (150Wp)
- ✧ P160 per month for a 50Wp x 4 sets (200Wp)

✧ P200 per month for a 50Wp x 5 sets (250Wp)

(The End User should indicate the appropriate row depending on the size of the system that is required)

➤ Public Facilities:

P800 per month for a 50Wp x 20 sets (1000Wp).

➤ Battery Charging System:

P1.50 per charge per battery (token system)

Minimum 10 tokens of P1.50 each should be purchased in advance every month.

The fee-for-service amount requires in words.....

6. THE AGREEMENT IS APPROVED UNDER THE FOLLOWING CONDITIONS:

6.1 For cash payment:

6.1.1 The fee-for-service amounts shall be paid by the End User when the credit runs out.

6.1.2 Payments shall be made at or at any other place designated by BPC.

6.2 For pre-paid card system:

Solar Home Systems can only be activated after a card has been inserted in the pre-paid meter.

7. ADMINISTRATION OF DEPOSITS

7.1 Deposits will be refunded to the applicant if for any reason beyond his/her control the Solar Home System is not installed as requested.

7.2 No interest will be paid on the deposits.

7.3 Where the system has been in use when the End User gives notice in writing to BPC, to the effect that he/she no longer needs the system, refunds on deposits may be made after deducting any outstanding balance payment or cost of repairing

any damages to the system.

- 7.4 In cases of non-payment of the service fee, the system will be removed and the deposit will be forfeited.

8. OWNERSHIP

- 8.1 Ownership of the PV System shall vest under the JAPAN INTERNATIONAL COOPERATION AGENCY (JICA), who shall be represented on a day-to-day basis by BPC.
- 8.2 In principle, the End User should not remove the system, even for the purposes of relocation. If he/she wishes to change the location, he/she should request BPC to effect the change, which permission shall not be unduly withheld.
- 8.3 Any expenditure associated with the removal and reinstallation of the system shall be borne by the End User.

9. MAINTENANCE

- 9.1 First line maintenance shall be done by the End User.
- 9.2 Backup maintenance shall be the responsibility of BPC.
- 9.3 The maintenance cost is included in the fee-for-service, however, in the case of any End User induced damages to equipment the cost of repair or maintenance shall be borne by the user.

10. RIGHTS OF WAY

The End User shall at all reasonable times allow free unhindered access to his/her premises by BPC, JICA, or their bona fide agents for the purpose of installation.

11. GUARANTEE

Lights have no guarantee.

12. LIABILITY OF BPC

BPC shall not be under any liability in respect of any wiring or other work or for any loss or damage caused by any misuse, theft of solar equipment, or any accident arising wholly or partly from the condition of the installation. If misuse should occur, the End User shall replace the parts at his own cost.

13. SIGNATURES

13.1 This fee-for-service agreement shall remain binding between the End User and BPC commencing on the date this agreement is signed.

Any alteration to any provision of this agreement shall be by mutual consent of both parties, and shall be done in writing, according to the conditions of this Agreement.

13.2 By signing the agreement, the parties hereby acknowledge that the conditions contained herein have been fully read, explained and understood by the End User. The End User understands and acknowledges that the fee-for-service rates form part of this agreement.

Signed by.....on this.....day of2001
at.....

For and on behalf of the End User

SIGNED:
DATE:
WITNESS:
DATE:

For and on behalf of BOTSWANA POWER CORPORATION (BPC) as the
IMPLEMENTATION BODY

SIGNED:
DATE:
WITNESS:
DATE:

**MEMORANDUM OF AGREEMENT
PREPAID VOUCHER SALES**

MADE AND ENTERED INTO BY AND BETWEEN

BOTSWANA POWER CORPORATION, a statutory established Corporate body (Herein referred to as the “Corporation” and herein represented by **MR N. N. BALULE** with legal capacity to act, sue and be sued in it’s own name as empowered by Section 3 of its founding statutory enactment, the **BOTSWANA POWER CORPORATION ACT (CAP 74:01)** of the Laws of the Republic of Botswana on the one part,

And.....

An adult male/female¹ (Herein referred to as the “Agent”) trading as
...with legal capacity to sue and be sued in his/her¹ own name on the other part.

¹delete as appropriate

PREAMBLE

WHEREAS -

The Corporation has equipment to enable it to supply and sell pre-paid vouchers to it’s customers for prepaid voucher sales. The Corporation wishes to appoint the agent to carry out sales of -pre-paid vouchers on its behalf.

AND WHEREAS-

The agent is able and willing to carry out on behalf of the Corporation such sales;

AND WHEREAS-

The parties wish and are willing and agreeable to conclude a written agency agreement on prepaid electricity sales;

Initials- Corporation

Agent

Witness 1

Witness 2

Witness 1

Witness 2

MEMORANDUM OF AGREEMENT PREPAID VOUCHER SALES

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

The Corporation and the Agent hereby enter into an agreement which shall at all times be regulated by the following terms and conditions hereunder;

- 1) The Corporation shall in pursuance of this agreement deliver to the Agent the following,
 - a) Pre-paid vouchers
 - b) Cash books to enable the recording of manual transactions with customers
 - c) Other such accounting stationary as may be deemed necessary.
- 2) Should there be any additional items to the aforementioned, the Corporation shall deliver them to the Agent and an addendum to this agreement, signed by both parties, shall be drawn up reflecting an increase of items delivered to the Agent for purposes hereof.
- 3) It is herein specifically recorded that the Corporation shall have unrestricted and unlimited access to all accounting records related to this Agreement by its identified employees or agents.
- 4) The Agent shall accept delivery of the aforementioned items and shall at all times during this agreement be in possession them.
- 5) The Agent shall have these items kept at all times in the premises identified as and shall always be kept in a safe and secure condition.
- 6) The Agent shall utilise the accounting stationary, records and vouchers provided, solely for the business of prepaid vouchersales on behalf of the Corporation.
- 7) The Agent shall sell pre-paid vouchers on behalf of the Corporation, on a minimum of the following hours:-

Monday to Friday to

Saturday to

Sunday toand,

Public Holidays to

Initials- Corporation

Agent

Witness 1

Witness 2

Witness 1

Witness 2

MEMORANDUM OF AGREEMENT PREPAID VOUCHER SALES

- 8) The Agent shall accept cash or cheque payments for the procurement of pre-paid vouchers. Cheque should be:
- (a) Made payable to Botswana Power Corporation, and,
 - (b) Crossed bearing the words of either "Not negotiable" or "Account Payee only".

The reverse of the cheque shall detail the name, account number, postal address and telephone number of the customer. Should the payee not be the customer, the details of the payee shall be recorded as well.

- 9) The Agent shall at all times have a notice visibly placed for all customers to view advising them of the terms of payment, by cheque as envisaged in 12 hereof.
- 10) The Agent shall refuse payment by cheque if he has good and justified reasons to believe that the cheque may be dishonoured.
- 11) To assist the Agent to carry out the obligations of this agreement diligently, in particular with the payment by cheques, the Corporation shall, wherever possible, provide a full schedule of dishonoured cheques detailing particulars of the drawers, and the Agent shall institute controls so as not to permit further payments by those particular drawers/customers by cheque until so authorised by the Corporation's Finance Manager or his duly appointed agent.
- 12) The Agent shall advise customers that they will be disconnected should any cheque be dishonoured.
- 13) The Agent shall cash up daily and balance receipts to records entered in the daily sales register. The Agent shall utilise cash count forms as provided by the Corporation.
- 14) Any surplus is for the account of the Corporation and any shortage shall be put right or rectified by the Agent at his cost, provided that if this is not done, the Corporation has the right to recover any shortage from commission payable to the Agent in terms of this agreement.
- 15) All cash takings shall be banked on either:-
- (a) A daily/weekly basis into a Corporation bank account or at a Corporation Revenue Office as nominated, in writing, by the Corporation, or
 - (b) As required, by a Corporation Officer nominated to do so by the Corporation

All takings shall be banked/transferred intact with deposits equalling the applicable cash count forms for the day/period banked.

- 16) The Agent shall maintain a cash book reflecting daily cash takings and deposit amounts, which records shall be open to the inspection of the Corporation's employees on duty or its authorised agents.

Initials- Corporation

Agent

Witness 1

Witness 2

Witness 1

Witness 2

MEMORANDUM OF AGREEMENT PREPAID VOUCHER SALES

- 17) The Agent agrees that all records pertaining to the sale of pre-paid vouchers hereunder, are the property of the Corporation, and shall keep them safely and in a secure place, and shall not deface or destroy them for any reason whatsoever. The Corporation through its authorised employees, agents, Internal and External Auditors, shall have unrestricted right of access to all records or information and data pertaining to such sales for whatever lawful purpose.
- 18) The Agent shall provide a suitable display area for the Corporation to mount notices for information and the marketing of electricity.
- 19) The Agent shall ensure that his employees are aware of his obligations under this agreement and in particular the financial responsibilities, and as such any breach of the terms hereof by his employees shall render the Agent directly liable.
- 20) The Agent's employees shall conduct themselves in a courteous and polite manner in the sale of pre-paid vouchers, and the Corporation reserves the right to canvass customers as to the service provided by the Agent. The Agent agrees that whenever it is found that there is a poor service he will take all the necessary action to correct the situation.
- 21) Whenever there is a fraud or an attempt of fraud or any manipulation that may result in fraud, it shall be the obligation of the Agent to inform the Corporation within twenty four (24) hours of such conduct being detected.
- 22) The Corporation shall at any stage in the course of this agreement be entitled to require the Agent to confirm his particulars as provided in this agreement, and;
- (a) To specify full details of all directors or partners as the case may be, their physical and postal addresses and telephone numbers,
 - (b) To detail two business references by the Agent's creditors who have been doing business with the Agent for at least two (2) years as at the date of such request and
 - (c) To detail two (2) personal references to the Agent.
- 23) It is recorded herein that the Agent, at the commencement of this agreement, did/did not¹ provide the information as described in 21 herein and the Agent warrants the correctness of such information, and indemnifies the Corporation against any such damages or losses that may arise as a result of such information not being correct or accurate.
- ¹Delete as appropriate
- 24) The Corporation in assisting the Agent to carry out his contractual obligations hereunder efficiently and diligently shall, wherever necessary, assist to arrange for a

Initials- Corporation

Agent

Witness 1

Witness 2

Witness 1

Witness 2

**MEMORANDUM OF AGREEMENT
PREPAID VOUCHER SALES**

telephone line at the premises of the business for the use of matters relating to this agreement.

- 25) For all services rendered by the Agent under this agreement, the Agent shall be entitled, as remuneration thereof, of a commission equivalent to P..... per annum payable in arrears in equal monthly instalments.
- 26) The Agent shall not withhold such commission due, against the sales of pre-paid vouchers. The Corporation shall pay the Agent the commission from its account.
- 27) This agreement shall commence from the date of last signature hereof and shall run for an initial period of twelve months and shall continue thereafter until either party gives one calendar months notice of cancellation.
- 28) This agreement is not transferable and should there be any change in the ownership of the Agents business, the Agent should give the Corporation adequate time to make alternative arrangements should the Corporation so desire.

Initials- Corporation

Agent

Witness 1

Witness 2

Witness 1

Witness 2

**MEMORANDUM OF AGREEMENT
PREPAID VOUCHER SALES**

THUS DONE AND SIGNED ATBY **BOTSWANA POWER CORPORATION**

ON THIS _____ DAY OF _____ 2002

FOR BOTSWANA POWER CORPORATION

Herein represented by: _____

In his/her capacity as, _____
Who is duly authorised.

THUS DONE AND SIGNED AT _____ BY **THE AGENT**

ON THIS _____ DAY OF _____ 2002

FOR THE AGENT

Herein represented by: _____

In his/her capacity as: _____
Who is duly authorised.

(* Delete as appropriate)

Initials- Corporation		Agent	
Witness 1	Witness 2	Witness 1	Witness 2

PV DISSEMINATION PROJECT MASTER PLAN

For

PV ELECTRIFICATION IN BOTSWANA

(Motlhabaneng and Khudumatse Villages)

INDEX TO A SYSTEMS MONITORING AGENCY SERVICE CONTRACT

SECTION

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- 3 Appointment**
- 4 Duties of Agent**
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- 8 Non-disclosure of Trade Secrets**
- 9 Variation of This Contract**
- 10 Service of Notices**

A
SYSTEMS MONITORING
AGENCY SERVICE CONTRACT

Entered into by and between:

1. PARTIES

BOTSWANA POWER CORPORATION (BPC), a statutory body with full legal capacity to sue and be sued in its name, and established by Act of Parliament, **BOTSWANA POWER CORPORATION ACT [CAP 74:01]** of Laws of Botswana, hereinafter referred to as the “Client,”

AND

_____ a male/female adult with full legal capacity to sue and be sued in his/her own name, herein referred to as the “the Agent”.

2. RECITALS:

WHEREAS the Energy Affairs Division (EAD) a Government of Botswana Department wishes to ensure supply of electric power to certain villages in the rural areas of Botswana,

AND WHEREAS EAD has solicited the assistance of the Government of Japan, acting through Japan International Cooperation Agency (JICA), and the Governments have accordingly signed an agreement to promote increased usage of electric power through Photovoltaic supplies,

AND WHEREAS the Government of Botswana has appointed Botswana Power Corporation as the implementation and management corporate body of the Photovoltaic Dissemination Project, (herein after referred to as “the Project”);

AND WHEREAS Botswana Power Corporation in the discharge of its responsibilities under the project is desirous of engaging a systems performance monitoring agent, and the Agent is holding out to possess the required technical skills for the systems performance monitoring and desirous to conclude this contract of Agency,

NOW, THEREFORE PARTIES, hereto agree as follows:

3. APPOINTMENT

- a) The Client hereby appoints the Agent to be his lawful agent for the sole purpose of Systems Monitoring in the Village(s)
.....
- b) The contract of Agency shall be for a period of one (1) year commencing from _____ to _____.
- c) The Client, at his sole discretion may opt to extend the contract period as contained in 3(b), but such extension shall not be in excess of a period of six (6) months, provided that the Client shall give such notice of intention to extend the contract before the expiration of the tenth (10th) month of the contract period as stipulated in 3(b) above.
- d) The extended period of the contract as in terms of 3(c) above shall for purposes hereof, be referred to as “the extension period”, and the conditions of the contract as herein contained shall remain unchanged, save for variations as shall be agreed by the parties hereto.

4. DUTIES OF THE AGENT

- a) The Agent shall discharge its obligations under this contract loyally, skillfully, and diligently and shall devote his attention and abilities to the operational monitoring of the Project’s Supply System as shall be required by the Client and as per the needs of the Client’s customers.
- b) The principal obligations of the Agent hereunder shall be:
 - i) Attend to fault enquiries from customers.
 - ii) Liaise with the relevant Officer responsible for PV at the identified BPC Distribution Depot.
 - iii) Record and maintain system performance log books for the installing PV systems.
 - iv) Monitor the security and safety of installed systems.
 - v) Guide customers on the proper and safe usage of installed PV systems.

- c) The normal working schedule for the Agent shall be as dictated by the performance and requirements of the system including the Client's customers' needs. It is herein specifically agreed that the Agent shall avail its services even after the Client's work hours and weekends.
- d) Any business traveling in pursuance of the contractual obligations and duties outside the Village(s) described under 3(a) shall first require the consent and approval of the Client. All approved traveling expenses shall be to the account of the Client and shall be reimbursed to the Agent on production of valid and relevant cost documentation of the traveling.

5. REMUNERATION

The Agent shall receive a fee of Six Thousand Pula (P6 000.00) per annum payable in equal monthly arrear installments as remuneration for services rendered in terms hereof.

6. MISCELLANEOUS

- a) The Agent shall at its own cost conclude any relevant insurance policies, which in its opinion may help it to effectively discharge the obligations of this contract. The Agent shall also be responsible for its accommodations costs, medical costs and any other associated costs.
- b) In the event the Agent wishes to be away from the relevant and material locality for purposes of this contract, i.e. _____ Village, for periods in excess of twenty-four (24) hours it shall three (3) days in advance, communicate to the Client and confirm its arrangements with regard to the continuous discharge of the contractual obligations as herein contained. It is herein specifically agreed that whenever the Agent is away from the relevant and material locality of the discharging of obligations of this contract for whatever reason and without limiting the generality of the foregoing, vacation leave, sick leave, compassionate leave; it shall arrange with the Village Advisory Committee for the continuing of the discharge of its contractual obligations.

7. TERMINATION OF THE CONTRACT

- a) This contract may be terminated by either party giving to the other a one (1) calendar month's notice of intention to terminate the contract.
- b) Nothing herein contained shall affect the right of the Client to terminate this agreement forthwith by reason of breach of any of the provisions of this contract, or breach of any common law obligations in a contract of Agency.
- c) In the event of the occurrence of any common law grounds for termination of a contract, and without limiting the generality hereof, vis major or any

supervening impossibility of performance of the contract, either party shall confirm the termination of the contract within five (5) days of the occurrence of such a ground of termination of the contract.

- d) In the event of any breach of the terms of this contract by either party, the party suffering such a breach shall be entitled to exercise its full common law rights in respect of administration of contracts, including suing for damages suffered.

8. NON-DISCLOSURE OF TRADE SECRETS

The Agent undertakes that it will not at anytime, whether during the continuance in force of this Agreement or at any time after the termination thereof, divulge to any person any information relating to the Client's affairs or business or method of carrying on business, other than such information is necessary in order to carry out the purposes of this Agency contract.

9. VARIATION OF THIS CONTRACT

This written contract is the whole contract between the Agent and the Client, and there are no other terms, conditions and representations or warranties other than those set out herein. Any variation of this contract shall be in writing and signed by the Client and the Agent in order to be of any force or effect.

10. SERVICE OF NOTICES

For all intents and purposes of this Agreement, Court processes that may arise from implementation of this contract of Agency, the parties hereto choose their addresses for service processes and notices as:

CLIENT: The Chief Executive Officer
Botswana Power Corporation
Motlakase House,
Macheng Way
Industrial Site
P O Box 48
GABORONE

AGENT: _____

SIGNED on behalf of the Client at _____ on this _____
day of _____ 2002

CLIENT

Witnesses

Name and Signature

Name and Signature

SIGNED on behalf of the Agent at _____ on this
_____ day of _____ 2002

CLIENT

Witnesses

Name and Signature

Name and Signature

PV DISSEMINATION PROJECT MASTER PLAN

For

PV ELECTRIFICATION IN BOTSWANA

(Lorolwana Village)

INDEX TO A SYSTEMS MONITORING AND BATTERY CHARGING AGENCY SERVICE CONTRACT

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System Monitoring Agent (Lorolwana Village)

A
**SYSTEMS MONITORING AND BATTERY
CHARGING AGENCY SERVICE CONTRACT**

Entered into by and between:

1. PARTIES

BOTSWANA POWER CORPORATION (BPC), a statutory body with full legal capacity to sue and be sued in its name, and established by Act of Parliament, **BOTSWANA POWER CORPORATION ACT [CAP 74:01]** of Laws of Botswana, hereinafter referred to as the “Client,”

AND

_____ a male/female adult with full legal capacity to sue and be sued in his/her own name, herein referred to as the “the Agent”.

2. RECITALS:

WHEREAS the Energy Affairs Division (EAD) a Government of Botswana Department wishes to ensure supply of electric power to certain villages in the rural areas of Botswana,

AND WHEREAS EAD has solicited the assistance of the Government of Japan, acting through Japan International Cooperation Agency (JICA), and the Governments have accordingly signed an agreement to promote increased usage of electric power through Photovoltaic supplies,

AND WHEREAS the Government of Botswana has appointed Botswana Power Corporation as the implementation and management corporate body of the Photovoltaic Dissemination Project, (herein after referred to as “the Project”);

AND WHEREAS Botswana Power Corporation in the discharge of its responsibilities under the project is desirous of engaging a systems performance monitoring agent, and the Agent is holding out to possess the required technical skills for the systems performance monitoring and desirous to conclude this contract of Agency,

NOW, THEREFORE PARTIES, hereto agree as follows:

3. APPOINTMENT

- a) The Client hereby appoints the Agent to be his lawful agent for the purpose of managing a battery charging station and monitoring solar home systems in the village of Lorolwana.
- b) The contract of Agency shall be for a period of one (1) year commencing from
_____ to _____.
- c) The Client, at his sole discretion may opt to extend the contract period as contained in 3(b), but such extension shall not be in excess of a period of six (6) months, provided that the Client shall give such notice of intention to extend the contract before the expiration of the tenth (10th) month of the contract period as stipulated in 3(b) above.
- d) The extended period of the contract as in terms of 3(c) above shall for purposes hereof, be referred to as “the extension period”, and the conditions of the contract as herein contained shall remain unchanged, save for variations as shall be agreed by the parties hereto.

4. DUTIES OF THE AGENT

- a) The Agent shall discharge his obligations under this contract loyally, skillfully, and diligently and shall devote his attention and abilities to the operational monitoring of the Project’s Supply System as shall be required by the Client and as per the needs of the Client’s customers.
- b) The principal obligations of the Agent hereunder shall be to:
 - i) Manage the Battery Charging Station in the village of Lorolwana
 - ii) Attend to fault enquiries from both Solar Home Systems and Battery Charging Systems customers.
 - iii) Charge customers’ batteries on production of customer vouchers for the service
 - iv) Liaise with the relevant Officer responsible for PV at the identified BPC Distribution Depot.
 - v) Monitor installed systems with a view to record and maintain system performance log books for the installed PV systems.
 - vi) Monitor the security and safety of installed systems.
 - vii) Advise customers on the proper and safe usage of installed PV systems.

- c) The normal working schedule for the Agent shall be as dictated by the performance and requirements of the system including the Client's customers' needs. It is herein specifically agreed that the Agent shall avail his services even after the Client's work hours and weekends.
- d) Any business traveling in pursuance of the contractual obligations and duties outside the Village(s) described under 3(a) shall first require the consent and approval of the Client. All approved traveling expenses shall be to the account of the Client and shall be reimbursed to the Agent on production of valid and relevant cost documentation of the traveling.

5. REMUNERATION

The Agent shall receive a fee of Nine Thousand Pula (P9 000.00) per annum payable in equal monthly arrear installments as remuneration for services rendered in terms hereof.

6. MISCELLANEOUS

- a) The Agent shall at his own cost conclude any relevant insurance policies, which in its opinion may help him to effectively discharge the obligations of this contract. The Agent shall also be responsible for his accommodation costs, medical costs and any other associated costs.
- b) In the event the Agent wishes to be away from Lorolwana Village, for periods in excess of twenty-four (24) hours he shall give three (3) days' notice in advance, communicate to the Client and confirm the arrangements with regard to the continuous discharge of the contractual obligations as herein contained. It is herein specifically agreed that whenever the Agent is away from the relevant and material locality of the discharging of obligations of this contract for whatever reason and without limiting the generality of the foregoing, vacation leave, sick leave, compassionate leave; he shall arrange with the Lorolwana Village Advisory Committee for the continuation of the discharge of his contractual obligations.

7. TERMINATION OF THE CONTRACT

- a) This contract may be terminated by either party giving to the other a one (1) calendar month's notice of intention to terminate the contract.
- b) Nothing herein contained shall affect the right of the Client to terminate this agreement forthwith by reason of breach of any of the provisions of this contract, or breach of any common law obligations in a contract of Agency.

- c) In the event of the occurrence of any common law grounds for termination of a contract, and without limiting the generality hereof, vis major or any supervening impossibility of performance of the contract, either party shall confirm the termination of the contract within five (5) days of the occurrence of such a ground of termination of the contract.
- d) In the event of any breach of the terms of this contract by either party, the party suffering such a breach shall be entitled to exercise its full common law rights in respect of administration of contracts, including suing for damages suffered.

8. NON-DISCLOSURE OF TRADE SECRETS

The Agent undertakes that he will not at anytime, whether during the continuance in force of this Agreement or at any time after the termination thereof, divulge to any person any information relating to the Client’s affairs or business or method of carrying on business, other than such information as is necessary in order to carry out the purposes of this Agency contract.

9. VARIATION OF THIS CONTRACT

This written contract is the whole contract between the Agent and the Client, and there are no other terms, conditions and representations or warranties other than those set out herein. Any variation of this contract shall be in writing and signed by the Client and the Agent in order to be of any force or effect.

10. SERVICE OF NOTICES

For all intents and purposes of this Agreement, Court processes that may arise from implementation of this contract of Agency, the parties hereto choose their addresses for service processes and notices as:

CLIENT: The Chief Executive Officer
 Botswana Power Corporation
 Motlakase House,
 Macheng Way
 Industrial Site
 P O Box 48
 GABORONE

AGENT: _____

SIGNED on behalf of the Client at _____ on this _____
day of _____ 2002

CLIENT

Witnesses

Name and Signature

Name and Signature

SIGNED on behalf of the Agent at _____ on this
_____ day of _____ 2002

CLIENT

Witnesses

Name and Signature

Name and Signature

JICA/EAD-MMEWR
Questionnaire Paper for Participants of PV Dissemination Project
(Benefit Survey by PV Introduction)

Village Name	1. Kudumatse, 2. Motlhabaneng 3. Lorolwana
Interview Date	
Name of Respondent	

1. HOUSEHOLD HEAD

Name of Household head-----

2. PV SYSTEM USED

2.1 What system size do you use?

- | | |
|--|--------------------------|
| 1. 1 panel (SHS 50Wp) | <input type="checkbox"/> |
| 2. 2 panels (SHS 100Wp) | <input type="checkbox"/> |
| 3. 3 panels (SHS 150Wp) | <input type="checkbox"/> |
| 4. 4 panels(SHS 200Wp) | <input type="checkbox"/> |
| 5. 5 panels (SHS 250Wp) | <input type="checkbox"/> |
| 6. Battery for Charging (Lorolwana only) | <input type="checkbox"/> |

2.2 Have you constantly purchased prepaid cards every month?

- | | | |
|--------|--------------------------|---|
| 1. Yes | <input type="checkbox"/> | |
| 2. No | <input type="checkbox"/> | <input type="text"/> months since March |

2.3 How long and what electric appliance have you used?

- | | | | |
|-----------------------|--------------------------|----------------------|-------|
| 1. Light | <input type="checkbox"/> | <input type="text"/> | Hours |
| 2. Radio | <input type="checkbox"/> | <input type="text"/> | Hours |
| 3. Black and white TV | <input type="checkbox"/> | <input type="text"/> | Hours |
| 4. Colour TV | <input type="checkbox"/> | <input type="text"/> | Hours |
| 5. Other | <input type="checkbox"/> | <input type="text"/> | Hours |
| 6. N/A | <input type="checkbox"/> | <input type="text"/> | Hours |

2.4 Would you want to change PV system ?

- | | |
|--|--------------------------|
| 1. upgrade system | <input type="checkbox"/> |
| 2. Cancel participation in the Dissemination Project | <input type="checkbox"/> |
| 3. keep same size | <input type="checkbox"/> |
| 4. Other----- | <input type="checkbox"/> |

2.5 If Upgrade, what are your reasons?

- | | |
|--|--------------------------|
| 1. Cater for newer appliances/lighting | <input type="checkbox"/> |
| 2. Present load is heavier | <input type="checkbox"/> |
| 3. Need longer period of supply | <input type="checkbox"/> |
| 4. Other----- | <input type="checkbox"/> |
| 5. N/A | <input type="checkbox"/> |

2.6 To what system size would you upgrade system?

- 1. 1 panel (SHS 50Wp)
- 2. 2 panels (SHS 100Wp)
- 3. 3 panels (SHS 150Wp)
- 4. 4 panels(SHS 200Wp)
- 5. 5 panels (SHS 250Wp)
- 6. size larger than SHS 250Wp

2.7 If cancel, what are your reasons?

- 1. Cannot afford monthly payments
- 2. PV system is not worth paying monthly charge (40 pula per month for 50Wp SHS)
- 3. System often faulty
- 4. System is too much complicated
- 5. Other-----

3.0 HOW IS THE CONDITIONS OF YOUR PV ?

3.1 Does any trouble occur on your PV system?

- 1. Yes
- 2. No
- 3. N/A

3.2 If yes, what are type of troubles?

- 1. Shortage of battery liquid
- 2. Voltage fluctuation
- 3. Damage of PV panel
- 4. Damage of PV panel support structure
- 5. Trouble due to insufficient sunshine duration
- 6. Other-----

4.0 CURRENT LIFE STYLE AFTER INTRODUCING PV SYSTEM

- 1. It is useful in order to do the homework
- 2. The entertainment has increased.
- 3. The family deepened the knowledge about the world
- 4. The work became easy to be carried out in the house at night .e.g. in kitchen
- 5. The time of the supper became happy.
- 6. The night security has improved
- 7. There is no change
- 8. The family became idle
- 9. Other-----

5.0 COMMENTS, IF ANY

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