

# PERFORMANCE AGREEMENT

# Made and entered into by and between

Mr Zolile Albert Williams the Municipal Manager of the JOE GQABI DISTRICT MUNICIPALITY ("the Municipal Manager")

# and

Ms Fiona Sephton
the Director of the
JOE GQABI DISTRICT MUNICIPALITY
("the Director")

for the financial year: 1 July 2016 to 30 June 2017

## WHEREBY IT IS AGREED AS FOLLOWS:

# 1. INTRODUCTION

1.1 The Municipality has, in terms of Section 57(1)(a) of the Local Government: Municipal Systems Act, No. 32 of 2000 ("the Systems Act") entered into contract of employment as the Director for a period of 5(five) years for the Joe Gqabi District municipality.

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- 1.3 Section 57(1)(b) of the Systems Act, read with the contract of employment concluded between the Parties, require the Parties to conclude a performance agreement.
- 1.4 The Parties wish to ensure that they are clear about the goals to be achieved, and secure the commitment of the Director to a set of outcomes that will secure local government policy goals.
- 1.5 The Parties wish to ensure that there is compliance with Sections 57(4A), (4B) and (5) of the Systems Act.
- 1.6 In this Agreement the following words will have the meaning ascribed thereto:

"this Agreement" - means the performance agreement between the Municipality and the Director and the annexures thereto.

"the Executive Authority" - means the Mayoral Committee of the Municipality constituted in terms of Section 55 of the Local Government: Municipal Structures Act as represented by its chairperson, the Executive Mayor.

"the Director" – means the Director Community Services: directly accountable to the Municipal Manager in terms of Section 56(a) of the Systems Act.

the Municipal Manager" – means the Municipal Manager appointed in terms of Section 82 of the Local Government: Municipal Structures Act, No. 117 of 1998.

"the Municipality" - means the JOE GQABI DISTRICT MUNICIPALITY.

"the Parties" - means the Municipal Manager and the Director.

## 2. PURPOSE OF THIS AGREEMENT

- 2.1 The Parties agree that the purposes of this Agreement are to:
  - 2.1.1. comply with the provisions of Section 57(1)(b), (4A), (4B) and (5) of the Systems Act as well as the contract of employment entered into between the Parties;
  - 2.1.2. specify objectives and targets established for the Director and to communicate to the Director the Municipality's expectations of the Director's performance and accountability:

2.1.3. specify accountabilities as set out in Annexure A;

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- 2.1.4. monitor and measure performance against targeted outputs and outcomes;
- 2.1.5. use Annexures A and B as a basis for assessing the Director for permanent employment and/or to assess whether the Director has met the performance expectations applicable to his/her job;
- 2.1.6. appropriately reward the Director in accordance with the Municipality's performance management policy in the event of outstanding performance;
- 2.1.7. establish a transparent and accountable working relationship; and
- 2.1.8. give effect to the Municipality's commitment to a performance-orientated relationship with its Director in attaining equitable and improved service delivery.

# 3. COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the date of signature this Agreement will commence on the 01 July 2015 and will remain in force until a new performance agreement including a Performance Plan and Personal Development Plan is concluded between the Parties as contemplated in Clause 3.2
- 3.2 The Parties will review the provisions of this Agreement during June each year. The Parties will conclude a new performance agreement including a Performance Plan and Personal Development Plan that replaces this Agreement at least once a year by not later than the 31<sup>st</sup> of July each year.
- 3.3 The payment of the performance bonus is determined by the performance score obtained during the 4<sup>th</sup> quarter annual performance assessment as informed by the quarterly performance assessments. Should the Director be entitled to a bonus, this will be paid out after approval by Council and not later than sixty (60) days thereafter in the Director's salary for a month that shall be applicable.
- 3.4 The payment of a performance bonus for the year in which the Director's contract of employment expires will be done as set out in clause 3.3 and the bonus so determined will be paid to the Director on the last day of his/her employment or not later than 30 days thereafter.
- 3.5 In the event of the Director commencing or terminating his services with the Municipality during the validity period of this Agreement, the Director's performance for the portion of the period referred to in clause 3.1 during which he was employed, will be evaluated and he will be entitled to a pro rata performance bonus based on his evaluated performance and the period of actual service.
- 3.6 The content of this Agreement may be revised at any time during the above mentioned period to determine the applicability of the matters agreed upon by the Parties.
- 3.7 If at any time during the validity of this Agreement the work environment alters (whether 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.

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3.8 This Agreement will terminate on the termination of the Director's contract of employment for any reason.

# 4. PERFORMANCE OBJECTIVES

- 4.1 The Performance Plan in Annexure A sets out:
  - 4.1.1 the performance objectives and targets which must be met by the Director; and
  - 4.1.2 the time frames within which those performance objectives and targets must be met.
- 4.2 The Personal Development Plan in Annexure B sets out the Director's personal developmental requirements in line with the objectives and targets of the Municipality.
- 4.3 The Core Management Competencies reflected sets out those management skills regarded as critical to the position held by the Director.
- 4.4 The performance objectives and targets reflected in Annexure A are set by the Municipality in consultation with the Director and based on the Integrated Development Plan and the budget of the Municipality, and include key objectives, key performance areas, target dates and weightings.
- 4.5 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 time frame in which the work must be achieved. The weightings show the relative importance of the key objectives to each other.
- 4.6 The Director's performance will, in addition, be measured in terms of contributions to the development objectives and strategies set out in the Municipality's Integrated Development Plan.

# 5. PERFORMANCE MANAGEMENT SYSTEM

- 5.1 The Director agrees to participate in the performance management system that the Municipality adopts or introduces for the municipal management and municipal staff of the Municipality.
- The Director accepts that the purpose of the performance management system will be to provide a comprehensive system with specific performance standards to assist the municipal management and municipal staff to perform to the standards required.
- 5.3 The Executive Authority and/or Municipal Manager will consult the Director about the specific performance standards that will be included in the performance management system as applicable to the Director.
- 5.4 The Director undertakes to actively focus towards the promotion and implementation of her Key Performance Areas as set out in Annexure A

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including special projects relevant to the Director's responsibilities within the local government framework.

# 6. PERFORMANCE ASSESSMENT

- 6.1 The performance of the Director will be assessed against the outputs and outcomes achieved in terms of her Key Performance Areas (KPAs) as fully described in Annexure A and her Core Management Competencies (CMCs) determined at the commencement of this Agreement with a weighting of 80:20 allocated to the KPAs and CMCs respectively. Therefore the KPAs that refer to the main tasks of the Manager account for 80% of her assessment while the CMCs make up the other 20% of the Director's assessment score.
- 6.2 The weightings agreed to in respect of the Director's KPAs attached as Annexure A are set out in the table below:

KEY PERFORMANCE AREAS (KPAS)	WEIGHT
Service Delivery and Infrastructure Provision	60%
Local Economic Development	10%
Financial Viability and Management	10%
Good Governance and Public Participation	20%
Total	100%

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CORE COMPETENCY REQUIREMENTS	S - CCRs	
	CHOICE	
CORE MANAGERIAL COMPETENCIES (CMC)	(x)	WEIGHT
Strategic Capability and Leadership		
Programme and Project Management		
	compuls	
Financial Management	ory	5%
Change Management	,	
Knowledge Management	Х	2%
Service Delivery Innovation		
Problem Solving and Analysis	Х	2%
-	compuls	
People Management and Empowerment	ory	2%
•	compuls	
Client Orientation and Customer Focus	ory	2%
Communication	Χ	2%
Honesty and Integrity		
CORE OCCUPATIONAL COMPETENCIES (COCs)		
Competence in Self Management		
Interpretation of and implementation within the		
legislative and national policy frameworks		
Knowledge of Developmental Local Government		
Knowledge of Performance Management and Reporting	Х	3%
Knowledge of Global and SA specific political, social		
and economic contexts		
Competence in Policy Conceptualisation, Analysis and		
Implementation		
Knowledge of more than one functional municipal field		
or discipline		
Mediation Skills	X	2%
Governance Skills		
Competence as required by other national line sector		
departments		
Exceptional and dynamic creativity to improve the		
functioning of the Municipality		
TOTAL PERCENTAGE		20%

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6.4 The assessment of the performance of the Manager will be based on the following levels for KPAs and CMCs:

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LEV EL	TERMINOLOGY	DESCRIPTION
5	Outstanding Performance	Performance far exceeds the standard expected of an employee at this level. The appraisal indicates that the Employee has achieved above fully effective results against all performance criteria and indicators as specified in the PA and Performance Plan and maintained this in all areas of responsibility throughout the year.
4	Performance significantly above expectations	Performance is significantly higher than the standard expected in the job. The appraisal indicates that the Employee has achieved above fully effective results against more than half of the performance criteria and indicators and fully achieved all others throughout the year.
3	Fully effective	Performance fully meets the standards expected in all areas of the job. The appraisal indicates that the Employee has fully achieved effective results against all significant performance criteria and indicators as specified in the PA and Performance Plan.
2	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. The review / assessment indicates that the employee has achieved below fully effective results against more than half the key performance criteria and indicators as specified in the PA and Performance Plan.
1	Unacceptable performance	Performance does not meet the standard expected for the job. The review / assessment indicates that the employee has achieved below fully effective results against almost all of the performance criteria and indicators as specified in the PA and Performance Plan. The employee has failed to demonstrate the commitment or ability to bring performance up to the level expected in the job despite management efforts to encourage improvement.

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6.5 To determine which rating on the five-point scale the Manager achieves for each KPA, the following criteria should be used:

Duration of task	- Was the target achieved within the projected time frame?
Level of complexity	<ul> <li>Required problem solving</li> <li>Reconciling different perceptions</li> <li>Innovative alternatives used</li> </ul>
Cost	<ul><li>within budget</li><li>saving</li><li>overspending</li></ul>
Constraints	<ul> <li>Did envisaged constraints materialise?</li> <li>If so, were steps taken to manage/reduce the effect of the constraint?</li> <li>If not, did it beneficially affect the completion of the target?</li> <li>Any innovative/pro-active steps to manage the constraint</li> </ul>

# 7. PANEL AND SCHEDULE FOR PERFORMANCE ASSESSMENTS

- 7.1 An assessment panel consisting of the following persons will be established:
  - 7.1.1 The Municipal Manager
  - 7.1.2 Chairperson of the Audit Committee
  - 7.1.3 Member of the Mayoral Committee, another member of Council
  - 7.1.4 Municipal Manager from another Municipality
- 7.2 In addition an assessment the following will also be done by:
  - 7.2.1

The Municipal Manager

7.2.2

The Director (own assessment)

- 7.3 The performance of the Manager will be assessed in relation to his/her achievement of:
  - 7.3.1

the targets indicated for each KPA in Annexure A;

7.3.2

the CCRs as defined in clause 6.3 of this agreement

on a date to be determined for each of the following quarterly periods:

1<sup>st</sup> Quarter

July to September

2<sup>nd</sup> Quarter

October to December

3<sup>rd</sup> Quarter

January to March

4<sup>th</sup> Quarter

April to June

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- 7.4 Assessments in the first and third quarter may be verbal if the Director's performance is satisfactory.
- 7.5 The Municipality will keep a record of the mid-year and annual assessment meetings.
- 7.6 The Municipality may appoint an external facilitator to assist with the annual assessment.
- 8. EVALUATING PERFORMANCE AND THE MANAGEMENT OF EVALUATION OUTCOMES
- 8.1 The Director will submit quarterly performance reports and a comprehensive annual performance report prior to the performance assessment meetings to the Municipal Manager.
- 8.2 The Municipal Manager will give performance feedback to the Director after each quarterly and the annual assessment meetings.
- 8.3 The evaluation of the Director's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 8.4 At the end of the 4<sup>th</sup> quarter, the Executive Authority will determine if the Director is eligible for a performance bonus as envisaged in his/her contract of employment based on the bonus allocation set out in clause 8.11 of this agreement.
- 8.5 The results of the annual assessment and the scoring report of the Director for the purposes of bonus allocation, if applicable, will be submitted to the Executive Authority for a recommendation to the full Council.
- 8.6 A fully effective assessment score will render the Director eligible to be considered for a performance related increase (pay progression) as envisaged in his/her contract of employment provided the Director has completed at least 12 months continuous service with the Municipality at his/her current remuneration package on the 30<sup>th</sup> of June.
- 8.7 Personal growth and development needs identified during any performance assessment discussion, must be documented in the Manager's Personal Development Plan as well as the action steps and set time frames agreed to.
- 8.8 Despite the establishment of agreed intervals for assessment, the Municipal Manager may, in addition, review the Manager's performance at any stage while his/her contract of employment remains in force.
- 8.9 The Municipal Manager will be entitled to review and make reasonable changes to the provisions of Annexure "A" from time to time for operational reasons. The Director will be fully consulted before any such change is made.

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- 8.10 The provisions of Annexure "A" may be amended by the Executive Authority when the Municipality's performance management system is adopted, implemented and/or amended as the case may be subject to clause 5.3.
- 8.11 The evaluation of the employee's performance will form the basis for rewarding outstanding performance or correcting unacceptable performance.
- 8.11.1 A performance bonus ranging from 5% to 14% of the all-inclusive remuneration package may be paid to an employee in recognition of outstanding performance. In determining the performance bonus the relevant percentage is based on the overall rating, calculated by using the applicable assessment-rating calculator; provided that -
- (a) a score of 130% to 149% is awarded a performance bonus ranging from 5% to 9%; and
- (b) a score of 150% and above is awarded a performance bonus ranging from 10% to 14%.

#### 9. OBLIGATIONS OF THE MUNICIPALITY

- 9.1 The Municipality will create an enabling environment to facilitate effective performance by the Director.
- 9.2 The Director will be provided with access to skills development and capacity building opportunities.
- 9.3 The Municipality will work collaboratively with the Director to solve problems and generate solutions to common problems that may impact on the performance of the Manager.
- 9.4 The Municipality will make available to the Director such resources including employees as the Director may reasonably require from time to time to assist him to meet the performance objectives and targets established in terms of this Agreement; provided that it will at all times remain the responsibility of the Director to ensure that he complies with those performance obligations and targets.
- 9.5 The Director will, at his request, be delegated such powers by the Municipality as may in the discretion of the Municipality be reasonably required from time to time to enable him to meet the performance objectives and targets established in terms of this Agreement.

#### 10. CONSULTATION

- 10.1 The Executive Authority and / or Municipal Manager agrees to consult the Director within a reasonable time where the exercising of the Executive Authority's and / or Municipal Manager's powers will
  - 10.1.1 have a direct effect on the performance of any of the Director's functions; 10.1.2 commit the Director to implement or to give effect to a decision made by the Executive Authority and/or Municipal Manager;
  - 10.1.3 have a substantial financial effect on the Municipality.

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10.2 The Municipal Manager agrees to inform the Director of the outcome of any decisions taken pursuant to the exercise of powers contemplated in 10.1 as soon as is practicable, to enable the Manager to take any necessary action without delay.

# 11. CONSEQUENCE OF UNACCEPTABLE OR POOR PERFORMANCE

- 11.1 Where the Municipal Manager is, at any time during the Director's employment, not satisfied with the Manager's performance with respect to any matter dealt with in this Agreement, the Municipal Manager will give notice to the Director to attend a meeting with the Municipal Manager.
- 11.2 The Director will have the opportunity at the meeting to satisfy the Municipal Manager of the measures being taken to ensure that the Manager's performance becomes satisfactory in accordance with a documented programme, including any dates, for implementing these measures.
- 11.3 The Municipality will provide systematic remedial or developmental support to assist the Director to improve his/her performance.
- 11.4 If, after appropriate performance counselling and having provided the necessary guidance and/or support as well as reasonable time for improvement in performance, the Municipal Manager holds the view that the performance of the Director is not satisfactory, the Municipal Council will, subject to compliance with applicable labour legislation, be entitled by notice in writing to the Manager, to terminate the Manager's employment in accordance with the notice period set out in the Director's contract of employment.
- 11.5 Where there is a dispute or difference as to the performance of the Director under this Agreement, the Parties will confer with a view to resolving the dispute or difference.
- 11.6 Nothing contained in this Agreement in any way limits the right of the Municipality to terminate the Director's contract of employment with or without notice for any other breach by the Director of his obligations to the Municipality or for any other valid reason in law.

#### 12. DISPUTES

- 12.1 In the event that the Director is dissatisfied with any decision or action of the Executive Authority and/or Municipal Manager in terms of this Agreement, or where a dispute or difference arises as to the extent to which the Director has achieved the performance objectives and targets established in terms of this Agreement, the Director may meet with the Municipal Manager with a view to resolving the issue. At the Director's request the Municipal Manager will record the outcome of the meeting in writing.
- 12.2 In the event that the Director remains dissatisfied with the outcome of that meeting, he may raise the issue in writing with the Executive Mayor. The Executive Mayor will determine a process within 4 (four) weeks for resolving the issue, which will involve at least providing the Director with an opportunity to

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## 13.GENERAL

- 13.1 The contents of this Agreement and the outcome of any review conducted in terms of Annexure "A" will not be confidential, and may be made available to the public by the Municipality, where appropriate.
- 13.2 Nothing in this Agreement diminishes the obligations, duties or accountabilities of the Director in terms of his/her contract of employment, or the effects of existing or new regulations, circulars, policies, directives or other instruments.

Signed at Parkly fast on this .	ay of <u>July</u> 2016.
As Witnesses:	
1. Collanante	7
2.	THAT )
	Municipal Manager of the JOE GQABI DISTRICT MUNICIPALITY
Signed at Darkly Fast on this 01	day of
As Witnesses	J
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2. Butit	J SJANOT
	Director Community Services of the JOE GQABI DISTRICT MUNICIPALITY

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2016/17 FINANCIAL YEAR: PERFORMANCE PLAN

DIRECTOR - COMMUNITY SERVICES: MRS F. SEPHTON

OFFICE OF THE MUNICIPAL MANAGER:
JOE GQABI DISTRICT MUNICIPALITY

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iam voya		QHI 4.Man	1 mooting	2017/18 WSDP revlowed and approved by Council	01:01	N/A	NA	%2%	100% of the annual target	3 Inspections	100%
TY SERVICES	CTARGETS	QRT 3 Plan	NA	WA	01:01	N/A	District risk profile presented to Local Municipalities	NA	N/A	3 Inspections	100%
INICIPALITY THE DIRECTOR: COMMUNI	OWARTERLY TARGETS	ORT 2 Plan	1 mooting	NA	01:01	Facilitate the presentation of S78 to the Council of Local Municipalities and prepare the implementation plan.	Conduct community ongagoment in each of the Local Municipality	NA	N/A	3 Inspections	100%
JOE GOABI DISTRICT MUNICIPALITY FINANCIAL YEAR: PERFORMANCE PLAN OF THE DIRECTOR: COMMUNITY SERVICES PROVISION		ORT 1 Plan	N/A	ΝΑ	01:01	N/A	Conduct community ongogoment in each of the Local Municipality	N/A	NA	3 Inspections	100%
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20 UD INFRASTRUCT		2316)	2 mootings	2016/17 WSDP reviowed and approved by Council	01:01	S78 approved by Council	New Indicator	78%	90.00%	Now Indicator	100%
2016/17 FINANCIAI KPA 1: SERVICE DELIVERY AND INFRASTRIUCTURE PROVISION	ACTIVISATION CONTRACTOR		Numbor of District Water forum mootings	WSDP roviowed and approved by Council	Ratio of fire incidents responded to as a proportion of entries recorded in the Occurrence Book	S78 to determine best mechanism for delivering fire services approved by council	Conduct Disastor District Risk Profito	% of housoholds with accoss to basic loval of water	% of housoholds with access to basic lavel of sanitation	1 monthly inspections per quarter on each of urban wristo site	% of illegal waste dumping points where compliance was enforced
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100%	281	N/A	1 inspection to each site of the 31 funeral parlours	NA	NA	NA	NA	orn 3 Plan	
100%	281	NA	1 inspection to each site of the 31 funeral parlours	NA	1 inspection to each health promises established	NA	ΝΑ	OUARTERLY TARGETS OHT 2 Plan OHT	
100%	281	ΝΆ	1 inspection to each site of the 31 funeral parlours	ΝΆ	N/A	N/A	N/A	risk 1. Tho	
100%	4 Inspections in each formal food premises in 281 premises	35 food promises with valid Certificate of Acceptability	4 inspections to each site of the 31 funeralpariours	9 funeral perfours out of 31	2 inspections to each of 91 hoath promises established	100%	100%	ANNUAL TARGET	
100%	New Indicator	33 out of 204	12 inspections	9 out of 31	Now Indicator	100% exponditure	100%	MOMIC DEVELOR	
% of sewage spills where compliance was enforced	Numbor of quartoly Inspections on food premises	Numbor of Formal Food Promises with a valid contificate of acceptability (CoA)	Number of inspections to each of the 31 funeral parlours undertaken in a year	Numbor of tunoral parlours with a valid conflicate of competency (CoC)	Numbor of quartoly health promisos ostablishod Inspected	% of budget sport of 2016/17 National PYallocation on implementation of Working for Wetland rohabilation programmo	% of budgot spent of the National FY allocation of allen plants oradication programme (working for water)	KFA 2: LOCAL, ECONOMIC DEVELOMENT  KEY PERFORMANCE BASELINE (JUNE A 2016)	
8D04-01-03	SD04-02	10-20-t0GS	20-20-10GS	SD04-02-03	\$D04-05-04	10-9003	Z0-90GS	кы илмеги	
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1256 job opportunities created (Working for Water and Working for Wottands)	GEMENT	ANNUAL TARGET	100% of the budget allocated for ropairs maintanance	ATICIPATION	AWWAL TARGET	-	Ŋ	4	2015/16 FY Glean Audit maintaned	
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Numbor to jobs croatod through municipality's local economic devolopment initiatives including capital projects	KPA 3: FINANCIAL VIABILITY AND MANAGEMENT	KEY PERFORMANCE INDICATOR	% of operational budget sport on ropairs and maintananco	KFA 5: GOOD GOVERNANCE AND PUBLIC PARTICIPA	KEY PERFORMANCE INDICATOR	Numbor of signod porformance agrooments for Directors & Managers directly reporting to the Municipal Manager incliding the Municipal	Number of signod porformance obligations by middle management	Number of departmental Quarterly performance reports prepared	Maintain cloan audit outeamoo	
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LEDO1: Implement projects and programmes through fabout intensive methods		эммальояч	FMO1: Compy with all statutory financial seporting and management		импронч		eməteye trig	ฏิโลาลงด โธตุไวโกนก	ភា ភាoqque bns ឥ	
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