**[NOTE TO BIDDER: THIS AGREEMENT INCLUDING ITS ANNEXURES, SCHEDULES AND/OR APPENDICES AND/OR ATTACHMENTS THERETO DO NOT CONSTITUTE A FINAL AGREEMENT BETWEEN THE PARTIES. SARS RESERVES THE RIGHT TO AMEND SAME, AT ITS OWN DISCRETION, AT ANY POINT IN TIME PRIOR TO SIGNATURE HEREOF.**

**YOUR SUBMISSION OF YOUR RESPONSE IS THEREFORE DEEMED TO BE AN ACKNOWLEDGEMENT AND ACCEPTANCE OF THE AFORESAID STATEMENT.]**

**RFP 10/2024**

**GEOGRAPHICINFORMATIONSYSTEM**

**MAINTENANCE AND SUPPORT SERVICES AGREEMENT**



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**TERMS AND CONDITIONS**

This Agreement is effective as of the \_\_\_\_\_\_\_\_\_\_\_\_\_**[Note: to be completed]** (the "**Effective Date**"), notwithstanding the date of signature hereof. This Agreement is entered into by and between the South African Revenue Service, an organ of State established in terms of the South African Revenue Service Act, 1997 (Act No 34 of 1997) with its registered address located at 299 Bronkhorst Street, Nieuw Muckleneuk ("**SARS**") and \_\_\_\_\_\_\_\_\_\_\_\_\_,**[Note: to be completed]** (Registration No. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_)[Note: to be completed]**, a company incorporated under the laws of the Republic of South Africa, with its registered address located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[Note: to be completed]** (the "**Service Provider**"). As used in this Agreement, a "**Party**" means either SARS or the Service Provider, as appropriate, and the "**Parties**" means SARS and the Service Provider. Capitalised terms have the meanings given to them in **Schedule A (Glossary)**.

1. BACKGROUND AND OBJECTIVES
   1. Background
      1. In line with the prescripts of the Preferential Procurement Policy Framework Act No. 5 of 2000, SARS invited bids for the procurement of updated GIS Datasets and the associated/applicable geocoding software (if necessary) (i.e. “RFP 10/2024”) and the Service Provider is the successful preferred bidder.
      2. The Parties have thus agreed that the terms and conditions of the Agreement as contained hereunder, shall remain applicable. The Service Provider is the OEM the GIS software/geocoding software.
   2. In reliance on the statements and representations as set out in Clause 26 of this Main Agreement, SARS has selected and, subject to the terms and conditions of this Agreement, hereby appoints the Service Provider to provide the Services described herein during the Term, which appointment the Service Provider accepts.
   3. Objectives

SARS and the Service Provider have agreed upon the following specific goals and objectives for this Agreement:

* + 1. to provide a long term commercial structure that will provide supply and price certainty when future demand for the GIS is uncertain;
    2. throughout the Term, to procure the Services for Charges that:
  1. reflect the consumption by SARS;
  2. are predictable and controllable; and
  3. are cost effective and competitive in relation to the South African market price for similar services therefore;
     1. to enable the Service Provider and its subcontractors to earn a reasonable profit from the performance of the Services provided that:
  4. the Service Provider meets its obligations under the Agreement, including performing the Services in terms of the Performance Standards; and
  5. the Agreement is not terminated prior to expiration.
     1. to procure the Services under a flexible and scalable arrangement pursuant to which the consumption reflects the needs of SARS from time to time;
     2. to provide to SARS the Services in a manner that is intended to create and maintain a high level of user satisfaction in line with the Service Levels;
     3. to provide Services that are consistent, accurate and reliable; and
     4. to appropriately contain the risk of SARS, including with respect to:
  6. security of Confidential Information, including validation and integrity protection;
  7. sustained service delivery;
  8. cost containment;
  9. changes in law, the technology available to provide the Services, technology employed by SARS, the SARS processes and the like;
  10. the ability of SARS to transition the Services to itself or a third party at termination or expiration of this Agreement.
  11. Construction

The provisions of this Clause 1 are intended to be a general introduction to this Agreement and will not be used to expand the scope of either Party’s obligations under this Agreement or to alter the plain meaning of the terms and conditions of this Agreement. However, to the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be interpreted and construed so far as to give effect to the provisions in Clause 1.3 of this Main Agreement. Certain other rules of construction are set out in Schedule A (Glossary).

1. AGREEMENT STRUCTURE AND ORDER OF PRECEDENCE
   1. This Main Agreement provides a framework for, and the general terms applicable to, the provision of the Services that the Service Provider will provide to SARS under this Agreement. The Agreement is supplemented with Schedules and Appendices.
   2. Schedules and Appendices

By written agreement, the Parties may, from time to time, include under the Main Agreement, additional Schedules and Appendices pertaining to the Services as well as New Services and Projects provided by the Service Provider to SARS under the Agreement. The provisions of the Main Agreement will apply to all Schedules and Appendices issued thereunder. The provisions of this Agreement will, unless otherwise agreed in writing, apply to each additional Schedules and Appendices.

* 1. Proposals and Quotations by the Service Provider

In the event that the Service Provider provides SARS with a proposal or quote pursuant to this Agreement, the terms and conditions of such proposal or quote will at all times be subject to the terms and conditions of the Agreement. For the avoidance of doubt, any terms and conditions incorporated in any proposal or quote which conflict with the terms and conditions of the Agreement will be null and void.

* 1. Order of Precedence
     1. Any conflict between the provisions of the various clauses of the **Main Agreement**, the Schedules and Appendices will be resolved in accordance with the following order of precedence (in descending order of priority):
  2. the **Main Agreement**;
  3. the Schedules; and
  4. the Appendices to the aforegoing documents in the same order of precedence attaching to the documents to which they are annexed.
     1. A Schedule or Appendix may amend the terms and conditions of this Main Agreement only with respect to the subject matter of such Schedule or Appendix. Insofar as any Schedule or Appendix specifically amends the provisions of the Main Agreement, such amendment will prevail in respect of that Schedule or Appendix only. For the avoidance of doubt, it is recorded that the terms of one Schedule or Appendix will not apply to any other Schedule or Appendix to the extent that they are in conflict.
     2. For the avoidance of doubt, it is recorded that in the event of conflict between the Main Agreement, Schedules, Appendices and the RFP, the provisions of the RFP will prevail.

1. TERM
   1. The term of this Agreement will begin on the Effective Date and will expire on the fifth (5th) anniversary of the Effective Date (the “Initial Term”), unless terminated earlier in accordance with the provisions of the Main Agreement in which case the Agreement will expire on such earlier termination date.
   2. Upon expiry of the Initial Term, SARS, subject to obtaining the necessary procurement approvals, has the right to renew the Agreement for 2 (two) consecutive periods of 12 (twelve) months (the “Renewal Term”), subject to either Party's right either before or after such renewal, to terminate this Agreement in accordance with the provisions of this Agreement.
   3. In the event of renewal of this Agreement as envisaged in Clause 3.2 above, the Parties record and agree that the terms and conditions of this Agreement shall unless agreed otherwise by the Parties in writing remain applicable for the Renewal Term.
2. SERVICES
   1. The Services to be provided by the Service Provider are set forth in this Agreement (including the applicable Schedules and Appendices hereto) as amended from time to time, for the duration of the Term. Such Services will, from the Effective Date or the Work / Change Order Commencement Date, include:
      1. the use of the Geographic Information System in accordance with **Schedule B (GIS)**; and
      2. the Maintenance and Support Services detailed in **Schedule C (Maintenance and Support Services)**.
   2. The Services may also include the provision of additional services in accordance with Schedule D (Additional Services).
   3. The Services will also include:
      1. complying with the SARS policies and procedures;
      2. cooperating and liaising with Third Parties;
      3. complying with the Performance Standards including Service Levels;
      4. duties, services, activities, functions and responsibilities reasonably required for the proper performance and provision of the Services, even if not specifically described in this Agreement, so as to ensure that SARS receives and realises the benefit of the Services.
   4. In each case, the term "Services" will refer to and include such duties, services, activities, functions, infrastructure and responsibilities as they may evolve during the Term and as they may be supplemented, enhanced, modified or replaced including to keep pace with changes in SARS business and advances in technology and processes available to the Service Provider, all in accordance with and subject to the terms and conditions of this Agreement and as set out in either a Work Order as detailed in Appendix D-1 (Form of a Work Order) or in a Change Order as detailed in Appendix D-2 (Form of a Change Order), as the case may be.
   5. The Service Provider will perform the Services diligently, in a timely manner, and in accordance with the Performance Standards and time schedules set forth or referred to in the Agreement. The Service Provider will promptly notify SARS upon becoming aware of any incident or circumstances that may reasonably be expected to jeopardise the performance or timely performance of any part of the Services. Notwithstanding anything to the contrary contained in the Agreement, the Service Provider will not take or authorise any action that results in a reduction of the scope of or degradation in the quality and timeliness of the performance of the Services during the term of the Agreement.
   6. The Service Provider will, for the duration of the Agreement:
      1. use all Commercially Reasonable Efforts to improve the quality and efficiency of the provision of the Services; and
      2. ensure that the Charges are such that the Services are cost effective to SARS.
   7. The Service Provider will be required to implement all necessary formal processes to facilitate improvement of the Services and will ensure that the Charges comply with the provisions of Schedule E (Charges, Invoicing and Payments).
   8. The Service Provider will continue to perform its obligations under the Agreement, including the performance of the Services, without any interruptions, including during any dispute between the Parties.
   9. Delivery

Should any Deliverable be delivered to SARS in a damaged or substandard condition, SARS will be entitled to return such Deliverable to the Service Provider, at the Service Provider's cost, in which event the Service Provider will refund to SARS the full amount paid by SARS in respect thereof or replace the Deliverable with the equivalent Deliverable, delivered in an acceptable condition.

* 1. Non-exclusivity
     1. This Agreement is non-exclusive and the Service Provider is appointed to provide the Services to SARS on a non-exclusive basis. SARS makes no commitment to purchase any part of the Services from the Service Provider and SARS will not be precluded from obtaining services that may be similar or identical to the Services from any other service provider.
     2. Without restriction, SARS will have the right, upon 60 (sixty) days prior written notice to the Service Provider, to provide itself, or retain Third Parties to provide, any or all of the Services during the Term.
     3. Nothing contained herein will in any way be construed or constitute a guarantee in favour of the Service Provider that the Service Provider will receive any work or contract for services from SARS in the future, whether under the Agreement or otherwise.

* 1. Co-operation with SARS and Third Parties
     1. The Service Provider will cooperate with all Third Party service providers of SARS to coordinate its provision of the Services with the services and systems of such Third Party service providers. Subject to reasonable confidentiality requirements, such cooperation will include providing:
  2. applicable written information concerning any or all of the Service Provider resources, data and technology strategies used in providing the Services;
  3. reasonable assistance and support services to such Third Party service providers; and
  4. access to systems and architecture configurations of the Service Provider to the extent reasonably required for the activities of such Third Party service providers.
     1. SARS will procure that relevant Third Party service providers to SARS provide the Service Provider with their reasonable cooperation, where reasonably requested by the Service Provider.
     2. The Service Provider will immediately notify SARS if an act or omission of a Third Party service provider may cause a problem (including a Problem) or delay in providing the Services and will work with SARS to prevent or circumvent such problem or delay.

1. SUBCONTRACTORS
   1. The Service Provider may not in any way (including by entering into a partnership, alliance or outsourcing arrangement for this purpose) subcontract its obligations under the Agreement without the prior written consent of SARS and where SARS provides such consent the Supplier may not subcontract more than the prescribed threshold stated in the Request For Proposal and such sub-contracting shall be undertaken in compliance with the requirements of the Request For Proposal.
   2. SARS will be entitled at its sole discretion to withhold approval in respect of the appointment of any Subcontractor to whom Service Provider intends to delegate the performance of a material part of the Services.
   3. Where SARS has consented to the appointment of a Subcontractor as contemplated in clause 5.1 above, the agreements between Service Provider and its Subcontractors relating to the subcontracting of the Services ("Subcontract") will contain materially the same terms and conditions as this Agreement to the extent such terms and conditions are relevant to the services to be provided by the Subcontractor (including a restriction on the Subcontractor's right to further subcontract its obligations without SARS’s prior written consent).
   4. In no event will Service Provider be relieved of its obligations under this Agreement as a result of its use of any Subcontractors. Service Provider will at all times be responsible to SARS for fulfilment of all Service Provider's obligations under this Agreement and will remain SARS's sole point of contact regarding the Services, including with respect to payment.
   5. Service Provider will supervise the activities and performance of each Subcontractor and will be liable for any act or failure to act by such Subcontractor which causes any harm, loss or damage to SARS.
   6. If SARS determines that the performance or conduct of any Subcontractor is unsatisfactory or if it can be reasonably established or determined that concerns exist regarding the Subcontractor's ability to render future performance because of changes in the ownership, management, and/or financial condition of the Subcontractor, or there have been material misrepresentations regarding the Subcontractor on the strength of which SARS’s consent was granted for the appointment of such Subcontractor, SARS may notify Service Provider of its determination in writing, indicating the reasons therefore, in which event Service Provider will promptly take all necessary actions to remedy the performance or conduct of such Subcontractor or, subject to the terms of this clause 5, replace such Subcontractor with another Subcontractor acceptable to SARS.
   7. Service Provider will not disclose SARS’s Confidential Information to a Subcontractor without SARS’s prior written approval and until such Subcontractor or prospective Subcontractor has executed an agreement including provisions at least as rigorous and restrictive as the confidentiality provisions set out in clause 10 below and also complied with the integrity and security competence provided for in clause 19 below.

1. REMOVAL OF SERVICE PROVIDER PERSONNEL

The Service Provider will promptly remove from the SARS account any of the Service Provider Staff whose presence or involvement in the SARS account is determined by SARS and / or the Service Provider to be detrimental to the Services or to the SARS work environment. The Service Provider indemnifies SARS from any claims that may be brought by any of the Service Provider Staff who may be affected as a result of SARS exercising its rights under this Clause 6.

1. HEALTH, SAFETY AND SECURITY PROCEDURES AND GUIDELINES
   1. SARS has in terms of OHS Act,
      1. established and provided a safe working environment for SARS’s Personnel and visitors to its Premises and further maintains the work environment, which is safe, without risks to the health of SARS’s Personnel and visitors, in as far as is reasonably practical to eliminate or mitigate any health and safety hazard or potential health and safety hazard; and
      2. controls in place required to respond to any health safety risk which controls are regularly updated in line with the applicable provisions of the OHSA and where required, standards and guides as published by the aforesaid prescript and/or National Institute for Communicable Diseases (NICD).
   2. The Service Provider hereby agrees and undertakes:
      1. in terms of section 37(2) of the OHSA, to ensure that the Service Provider and the Service Provider’s Personnel comply in all respects, with the aforesaid OHSA and regulations and accept sole responsibility for all health and safety matters relating to the provision of the Services, or in connection with or arising out of such Services, for the Term of this Agreement, including with regard to the Service Provider Personnel and ensuring that neither SARS’s Personnel nor any Third Party Service Providers Personnel’s health and safety is endangered in any way by the Service Provider’s activities or conduct in providing the Services whilst at the Premises.
      2. to ensure that the Service Provider Personnel will at all times and if required by SARS at its Premises, be in possession of the necessary PPE (Personal Protective Equipment) prescribed by the OHSA before entering SARS’s offices and Premises and shall when within SARS’s offices and/or Premises, adhere to SARS PPS&G applicable to SARS and SARS's Personnel and are available to the Service Provider on request. Should SARS at any time have reason to believe that any member of the Service Provider Personnel is failing to comply with SARS PPS&G, SARS will be entitled to deny such member of Service Provider Personnel to any or all of Premises and require the Service Provider to replace such member of staff without delay.
   3. The Service Provider undertakes and warrants to SARS that:
      1. it shall ensure that all Service Provider Personnel are and remain adequately and validly insured in terms of the Compensation for Occupational Injury and Diseases Act, 1993 (“COIDA”), and shall deliver proof to that effect to SARS as and when required to do so. In addition, the Service Provider shall, before commencement of the Services (notwithstanding the Effective Date), an Appointment, furnish to SARS a copy of a certificate of good standing issued by the Compensation Commissioner appointed in terms of COIDA;
      2. it shall at all times comply with the provisions of COIDA and the OHSA;
      3. it shall, at the request of SARS, furnish to SARS a copy of its own health, safety and environmental plan, policy and procedures pertaining to occupational health and safety, and amend such policy if SARS can reasonably demonstrate that the plan, policy and/or procedures are incomplete or inadequate;
      4. it shall ensure that no Service Provider Personnel brings intoxicating drugs or liquor onto the Premises, and that no Service Provider Personnel arrives at the Premises under the influence of intoxicating drugs or liquor;
      5. it shall supply all personal protective equipment and clothing, and other safety measures and equipment, as may be necessary in the circumstances (or as may be requested by SARS from time to time) in order to protect Service Provider Personnel while they are at the Premises; and
      6. all equipment, tools and materials brought onto the Premises for use by the Service Provider Personnel, are in good working order for the Term, and that they meet the requirements contemplated in the OHSA.
   4. SARS reserves (where applicable), the right to undertake audit(s) at any given time at the Service Provider’s and its sub-contractor’s premises to assess the Service Provider’s compliance with its health and safety plan;
   5. The Service Provider hereby indemnifies and agrees to hold SARS harmless against any loss, damages, liability or expense suffered or incurred by SARS:
      1. as a result of any breach in terms of this clause 7.1.1; and
      2. in terms of the OHSA as a result of any Service Provider Personnel failing to comply with SARS PPS&G as contemplated in clause 7.2 above;
      3. as a result of any charge that may be brought against SARS in terms of Section 37 and related provisions of the OHSA, in the event that any of its personnel commit any offense in terms of the OHSA, while on the Premises.
   6. The indemnity referred to in clause 7.4 is in addition to the general indemnity contained elsewhere in this agreement and does not limit the ambit of the general indemnity in any way whatsoever.
2. FEES AND PAYMENT

The Charges, relevant invoicing requirements and payment terms applicable to the Services are set out in Schedule E (Charges, Invoicing and Payments) hereto.

1. INTELLECTUAL PROPERTY RIGHTS
   1. SARS recognises and agrees that all right, title and interest in and to the Intellectual Property contained in the GIS, or portions, reproductions and modifications thereof provided by Service Provider to SARS are:
      1. the exclusive Intellectual Property of the Service Provider or Third Party licensors of the Service Provider; and
      2. to be considered Confidential Information in accordance with **Clause 10** of the **Main Agreement**.
   2. SARS shall not attempt nor permit anyone else to attempt to modify, copy for distribution, reverse engineer, reverse compile or disassemble the GIS.
   3. Except as set out in Clause 19 of the Main Agreement, the Service Provider makes no warranties, express or implied, relating to the right, title and interest in and to the Intellectual Property in any GIS Data Sets derived wholly or in part from source data supplied by Third Parties save that the Service Provider confirms that it has the authority of such Third Parties to include their material in the GIS Data Sets.
   4. SARS retains all right, title and interest in and to the Intellectual Property of SARS, including the Intellectual Property of SARS that is used in connection with Services or incorporated into any Deliverable hereunder and the Service Provider hereby irrevocably assigns, transfers and conveys to SARS without further consideration all of its right, title and interest in such Intellectual Property.
      1. For purposes of clarity SARS shall be entitled, - without limitation within the SARS environment only, to use, copy, distribute, modify, disassemble and manipulate the GIS Data Sets only as SARS desires for SARS’s benefit without any restrictions. The aforementioned, however, shall remain applicable only in respect of SARS and not any Third Party or Third Party service providers.
      2. All rights, title and interests in the intellectual property applied by SARS in any reproductions and/or modifications of the GIS Data Sets referred in clause 9.4.1 above shall vest solely in SARS.
      3. The aforementioned 9.4.1 and 9.4.2 provisions shall survive the termination or expiry of this Agreement.
   5. The Service Provider will not introduce into the environment of SARS any Third Party Intellectual Property for the duration of this Agreement or otherwise use such Third Party Intellectual Property to provide the Services without first obtaining the consent of SARS thereto. The Service Provider will be responsible for obtaining a licence on behalf of SARS and in the name of SARS, to use such Third Party Intellectual Property from the Third Party service provider.
   6. The Service Provider will not, without the express prior written consent of SARS, use any Third Party Intellectual Property licensed to SARS for any purpose whatsoever. The Service Provider acknowledges that such unauthorised use of Third Party Intellectual Property licensed to SARS may constitute a breach of the provisions of the licence agreement/s in terms of which such Third Party Intellectual Property is licensed to SARS. Should consent be granted to the Service Provider to use Third Party Intellectual Property licensed to SARS, the Service Provider undertakes that it will only use such Intellectual Property strictly in accordance with the provisions of the relevant consent.
2. SAFEGUARDING OF CONFIDENTIAL INFORMATION
   1. The Receiving Party acknowledges:
      1. the great importance of the Confidential Information to the Disclosing Party and, where applicable, Third Party proprietors of such information, and recognises that the Disclosing Party and / or Third Party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement; and
      2. that all Confidential Information of the Disclosing Party that comes to the knowledge of the Receiving Party is proprietary to the Disclosing Party or, where applicable, the relevant Third Party proprietor. The Receiving Party also acknowledges that nothing in this Agreement confers any rights or licence to Confidential Information on the Receiving Party.
   2. The Receiving Party agrees and undertakes:
      1. except as permitted by this Agreement, not to disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and provided that in the event of the Confidential Information being proprietary to a Third Party, it will also be incumbent on the Receiving Party to obtain the consent of such Third Party;
      2. except as permitted by this Agreement, not to utilise, employ, exploit or in any other manner whatsoever use the Confidential Information for any purpose whatsoever without the prior written consent of the Disclosing Party and provided that in the event of the Confidential Information being proprietary to a Third Party, it will also be incumbent on the Receiving Party to obtain the consent of such Third Party;
      3. to restrict the dissemination of the Confidential Information to only those of its Staff members who are actively involved in activities for which use of Confidential Information is authorised and then only on a "need to know" basis and the Receiving Party will reasonably initiate, maintain and monitor internal security procedures to prevent unauthorised disclosure by its Staff prior to giving any Staff, access to any Confidential Information; and
      4. to take all practical steps, both before and after disclosure, to impress upon its Staff who are given access to Confidential Information the secret and confidential nature thereof.
   3. All Confidential Information disclosed by the Disclosing Party to the Receiving Party or which otherwise comes to the knowledge of the Receiving Party, is acknowledged by the Receiving Party:
      1. to be proprietary to the Disclosing Party or where applicable, the relevant Third Party proprietor; and
      2. not to confer any rights of whatsoever nature in such Confidential Information on the Receiving Party.
   4. The Receiving Party will protect the Confidential Information of the Disclosing Party in the manner, and with the endeavour, of a reasonable person protecting their own Confidential Information, and as otherwise required under applicable law, the terms of this Agreement and the SARS Oath of Secrecy. In no event will the Receiving Party use less than reasonable efforts to protect the confidentiality of the Confidential Information.
   5. In the event of any unauthorised access to, disclosure of, loss of, or inability to account for, a Party’s Confidential Information, under circumstances in which the other Party is responsible for protecting such Confidential Information, such other Party shall promptly, and at its sole cost and expense:
      1. notify the other Party in writing;
      2. describe in detail any accessed materials to the extent reasonably possible;
      3. take such actions as may be necessary to minimise the violation and any damage resulting therefrom; and
      4. otherwise cooperate in all reasonable respects with the other Party.
   6. Without limiting the generality of the other provisions of this Clause 10, upon SARS’ written instruction, or upon the termination or expiration of the Agreement, the Service Provider shall immediately return to SARS, or destroy, any of SARS’ Confidential Information in the Service Provider’s possession or under its control that SARS has requested the Service Provider to return or destroy. In addition, promptly following such return or destruction, the Service Provider shall furnish to SARS a written certification that such Information has been returned or destroyed and that no such Confidential Information remains in its possession or under its control, either directly or indirectly.
   7. SARS may retain Confidential Information to the extent required by, and for the duration of, any Services performed for the Service Provider in terms of agreements between the Parties, provided that the Service Provider has not waived performance of such Services.
   8. The Service Provider will procure that it’s Staff who have access to the Confidential Information of SARS, give a written undertaking in favour of SARS in regard to the Confidential Information on substantially the same terms and conditions contained within this Agreement in a form prescribed by SARS. The Service Provider will further procure that such Staff execute the SARS standard Oath of Secrecy. SARS will be entitled to deny a Service Provider Staff access to its premises or prevent such Staff member from conducting any work in relation to the Services, should SARS not be in receipt of a signed undertaking from such Staff member. The Service Provider's failure to obtain receipt of the undertaking referred to in this Clause 10.8 will in no way detract from the Service Provider's obligations in terms of this Agreement and will be deemed a material breach of this Agreement.
   9. Exceptions to this Clause 10
      1. The Parties record that this **Clause 10** will not be applicable where the Receiving Party discloses Confidential Information to its attorneys or auditors, provided that such disclosure is reasonably required by the Receiving Party for the purposes of conducting its business activities.
      2. In the event that the Receiving Party is required to disclose the Confidential Information pursuant to any law, regulation or court order, the Receiving Party will:
   10. advise the Disclosing Party thereof prior to disclosure, if possible;
   11. take such steps to limit the extent of the disclosure to the extent that it lawfully and reasonably practically can;
   12. afford the Disclosing Party a reasonable opportunity, if possible, to intervene in the proceedings; and
   13. comply with the Disclosing Party's requests as to the manner and terms of any such disclosure.
   14. This Clause 10 shall survive expiration or cancellation or termination of the Agreement for any reason whatsoever .
3. DATA PROTECTION
   1. The Service Provider acknowledges that in the course of the provision of the Services it may become privy to SARS’s Confidential Information.
   2. To the extent that the SARS’s Confidential Information needs to be stored on the Service Provider’s information technology systems, the Service Provider shall take appropriate technical safeguards and organisational measures and/or measures prescribed by POPIA and/or applicable Data Protection Legislation (where applicable), SARS Act and/or Applicable Laws against unauthorised access to, unlawful Processing, accidental loss, destruction or damage of the SARS’s Confidential Information and shall provide SARS, with reasonable evidence of the Service Provider’s compliance with its obligations under this Clause 11.2 on reasonable notice and request.
   3. The Service Provider shall institute and operate all necessary back-up procedures to its information technology systems to ensure that, in the event of any information system malfunction or other loss of SARS’s Confidential Information can be recovered promptly and that the integrity thereof and any database containing such material can be maintained.
   4. The Service Provider shall ensure that all SARS’s Confidential Information and information provided to it by SARS in order to render the Services is stored separately and isolated from data and property relating to the Service Provider or any third party (including any other entity with whom the Service Provider may conduct business) in accordance with the POPIA, SARS Act and the Applicable Laws.
   5. The security measures to be taken by the Service Provider in terms of Clause 11.2 must –
      1. not be less rigorous than the security safeguards, measures and practices generally maintained by SARS in respect of its data (and as communicated by SARS to the Service Provider), or maintained by the Service Provider with respect to its own confidential information of a similar nature and/or as prescribed by the Applicable Laws, POPIA and/or Data Protection Legislation; and
      2. enable SARS and the Service Provider to conform to Applicable Law, including:
         1. Data Protection Legislation;
            1. the Electronic Communications and Transactions Act, 2002 (Act No 25 of 2002); and
            2. the Tax Acts.
   6. The Service Provider hereby indemnifies and holds SARS harmless against all Losses incurred by SARS as a result of any breach by the Service Provider of the provisions of this Clause 11.
4. PROCESSING OF PERSONAL INFORMATION
   1. Without limiting any other provision of the Agreement, the Service Provider shall only store, copy or use any Personal Information disclosed to it by SARS pursuant to the Agreement to the extent necessary to perform its obligations under the Agreement and subject to the Privacy and Data Protection Requirements and/or Data Privacy Legislation binding on SARS and/or Service Provider.
   2. If at any time the Service Provider suspects or has reason to believe that Personal Information disclosed to it by SARS pursuant to the Agreement has or may become lost or corrupted in any way for any reason then, the Service Provider shall immediately notify SARS thereof what remedial action it proposes to take, if any, aligned with the relevant conditions of POPIA and/or where applicable the Data Privacy Legislation.
   3. The Service Provider agrees that, in regard to the Personal Information, it shall –
      1. only Process the Personal Information subject to the Privacy and Data Protection Requirements and in accordance with written instructions from SARS and supported by written consent from a Data Subject, (which may be specific instructions or instructions of a general nature limited to the specific purpose (as prescribed by Condition 1 of POPIA “the Lawful Purpose”)), as set out in the Agreement or as otherwise notified by SARS to the Service Provider from time to time);
      2. not otherwise modify, amend or alter the contents of the Personal Information or disclose or permit the disclosure of any of the Personal Information to any third party unless authorised in writing by SARS and where required, the Data Subject and limited to the Lawful Purpose, being carrying out duties in relation to the performance of the Services;
      3. not maintain records of the Personal Information for longer than is necessary in order for the Service Provider to comply with its obligations under the Agreement, unless retention thereof for a longer period is required by the Applicable Laws, POPIA and where applicable, Data Privacy Legislation or as requested in writing by SARS;
      4. implement appropriate technical safeguards and organisational measures to protect the Personal Information against unauthorised access or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure in accordance with Condition 7 of POPIA and/or relevant provisions of the Data Privacy Legislation and shall further ensure Service Provider Personnel and where applicable Subcontractor in their role as Operators, comply in all respect with the technical safeguard and organisation measures implemented by the Service Provider or SARS to protect the Personal Information against unauthorised access or unlawful Processing, accidental loss, destruction, damage, alteration or disclosure as prescribed by the aforesaid Condition 7 of POPIA. to Personal Information and to the nature of the Personal Information which is to be protected;
      5. keep all Personal Information and any analyses, profiles or documents derived therefrom separate from all other data and documentation of the Service Provider;
      6. Process the Personal Information in accordance with Privacy and Data Protection Requirements and/or requirements prescribed by Data Privacy Legislation where binding on SARS as the Responsible Party; and
      7. co-operate as requested by SARS to enable SARS to comply with or exercise rights of Data Subject under POPIA and/or Data Privacy Legislation if binding of SARS in respect of Personal Information Processed by the Service Provider and/or Service Provider Personnel under the Agreement or comply with any assessment, enquiry, notice or investigation under the SARS Act, POPIA or Applicable Law which shall include the provision of all data requested by SARS within the timescale specified by SARS in each case, subject to compliance by SARS with POPIA.
   4. The Service Provider shall provide co-operation in any investigation relating to security which is carried out by or on behalf of SARS, including providing any information or material in its possession or control, provided that SARS gives its reasonable notice of its intention to carry out such an investigation.
   5. The Service Provider hereby indemnifies and holds SARS harmless against all Losses incurred by SARS as a result of any Personal Information Breach by the Service Provider, Subcontractor and/or breach of any of the provisions of this Clause 12.
5. PROTECTION OF PERSONAL INFORMATION
   1. Each Party shall comply with its obligations under POPIA in respect of Personal Information collected and/or Processed in connection with the Agreement and the Services.
   2. Each Party shall only provide, collect and/or Process the Personal Information:
      1. in compliance with POPIA and where binding on a Party;
      2. as is necessary for the purposes of the Agreement and the Services;
      3. for maintaining its internal administrative processes, including quality, risk, client or vendor management processes;
      4. for internal business-related purposes; and
      5. in accordance with the lawful Purpose and reasonable instructions of SARS as the Responsible Party.
   3. Both Parties shall:
      1. in dealing with the Personal Information either as the Responsible Party, Operator comply with the specific security safeguards or measures set out in Condition 7 of POPIA and data protection obligations imposed on them in terms of POPIA or Applicable Laws; and/or
      2. where applicable, comply with the specific obligations imposed on them in terms of POPIA and/or where applicable, Legislation in respect of the specific role they fulfil either as the Operator or Responsible Party in terms of providing the Services as agreed between the Parties;
      3. take, implement and maintain all such technical and organisational security procedures and measures as prescribed by Condition 7 of POPIA and/or relevant articles of Data Privacy Legislation where applicable, necessary or appropriate to preserve the security and confidentiality of the Personal Information in its possession and to protect such Personal Information against unauthorised or unlawful collection, disclosure, access or Processing, accidental loss, destruction or damage.
   4. No Personal Information of the Data Subject shall be collected, Processed and/or shared with any other third party without obtaining written consent of the Responsible Party supported by the Data Protection Agreement signed with the Responsible Party.
   5. Neither the Service Provider nor Subcontractor in line with their role as the Operator shall be entitled to Process the Personal Information with any other third party except for the Service Provider Personnel (subject to signing of the Data Protection Agreement by Responsible Party), where necessary in order to protect the legitimate interests of any of the Parties, Data Subject or in connection with the Agreement and the Services.
   6. The Service Provider may notify SARS about important developments, proposals and services which it thinks may be relevant to SARS for Service improvement etc., however, the Service Provider undertakes for the Term, not to use or Process the Personal Information to send business offering to SARS and/or Data Subject including newsletters, invitations to seminars and similar marketing material or other communications from the Service Provider.
   7. Electronic communications between the Service Provider and SARS (limited only where the Service Provider Personnel are using the Service Provider’s resources), may be monitored by the Service Provider to ensure compliance with its professional standards and internal compliance policies pertaining to the Agreement and not for any other purpose.
   8. Electronic communications between SARS and the Service Provider and SARS Personnel (limited only where the Service Provider Personnel are using SARS’s resources), may be monitored by SARS to ensure compliance with its professional standards and internal compliance policies pertaining to the Agreement and not for any other purpose.
   9. The Service Provider shall not Process the Personal Information to:
      1. an outsourced information technology service provider; or
      2. another country, including the use of cloud-based solutions (unless those solution are approved by SARS and compliant with POPIA); or
      3. an Affiliate;
      4. without prior written consent of SARS and the Data Subject or existing Data Protection Agreement.
   10. Where consent has been granted in terms of Clause 13.9 above, the Service Provider undertakes in relation to Clauses 13.7 and 13.8 and for the Term as the Operator, to require that any third party, outsourced service provider, foreign legal entity or other Affiliate involved in the Processing or storage of Personal Information, to ensure that such Personal Information is protected with the same Best Industry Practices and/or protection as is required in terms of Clause 11.3 and the provision of the POPIA Act and/or Data Legislation binding on it (where applicable).
   11. The Service Provider in their role as Operator shall be held accountable for Personal Information further Processed by the Service Provider Personnel for the purposes set out in the Agreement irrespective of whether a Service Provider Personnel Subcontractor performs such role under the instruction of SARS as a Responsible Party.
   12. SARS as the Responsible Party warrants that it has obtained written consent from all applicable Data Subjects for the Processing or transfer of such Data Subjects’ Personal Information whenever this is required for purposes of the Agreement and the Services.
   13. The Service Provider represents and warrants in favour of SARS that:
       1. it has used reasonable measures to ensure POPIA compliance by the Service Provider Personnel when at its offices or assigned to customers on a project basis which measures includes, POPIA training and awareness; and
       2. it has establishment POPIA compliance programme to manage and maintain POPIA compliance.
   14. For these purposes, and notwithstanding that a Subcontractor will be Processing Personal Information in terms of the Agreement and not the Service Provider, the Service Provider hereby indemnifies and holds SARS harmless against all Losses incurred by SARS as a result of any Personal Information Breaches by a Subcontractor and/or breach of any of the provisions of this Clauses 11, 12 and 13.
6. AUDITS
   1. Audit Rights:
      1. The Service Provider will maintain a complete audit trail of financial and non-financial transactions resulting from the provision of the Services (the “Transactional Information”). Where SARS requires to audit the Transactional Information, the Service Provider will provide SARS with access to such Transactional Information including personnel, data, records and documentation relating thereto for the purpose of performing audits and inspections of the Transactional Information to: (i) verify the accuracy of the Service Provider’s Fees and invoices; (ii) verify the accuracy of payments by SARS or credits from the Service Provider; (iii) verify the accuracy of price changes to the extent such changes are determined by reference to Service Provider’s costs or changes thereto;
      2. The Service Provider will maintain complete records of Servicer Provider accreditation including qualifications (the “Technical Information”) submitted as proof of Service Provider ability to provide the Services. Where SARS requires to audit the Technical Information, the Service Provider will provide SARS with access to such Technical Information including personnel, data, records and documentation relating thereto for the purpose of performing audits and inspections of the Technical Information to: (i) verify the accuracy of the Service Provider and/or Service Provider Personnel’s accreditation, qualification and/or experience; (ii) examine the Service Provider’s performance of the Services, including verifying compliance with the Best Industry Standards; (vi) verify compliance with the terms of the Agreement; (vii) satisfy the requirements of any Applicable Law.
   2. SARS reserves the right to appoint a third party to perform an audit under this Clause 14.1 and the Service Provider will provide to the auditors, inspectors and regulators such assistance as they may require. Unless SARS has a good faith suspicion of fraud, SARS will provide the Service Provider with reasonable notice for audits.
   3. All costs incurred by SARS in performing audits of the Service Provider will be borne by SARS unless any such audit reveals a material inadequacy or material deficiency in respect of the Services including compliance with the relevant Applicable Laws, in which event the cost of such audit will be borne by Service Provider.
   4. If an audit reveals an overcharge, the Service Provider will promptly refund the overcharge plus interest at Repo Rate, from the date of payment of the overcharge through the date the overcharge is refunded by Service Provider.
   5. Audit Follow-Up:
      1. Following an audit or examination, SARS or its external auditors will meet with the Service Provider to obtain factual concurrence with issues identified in the audit or examination.
      2. Within 10 (ten) Business Days following the provision to the Service Provider of the findings of an audit, whether by way of a meeting or the delivery of the audit report by the auditors, or an audit report by the Service Provider’s auditors, the Service Provider will provide SARS with a plan ("Audit Response Plan") to address shortcomings or deficiencies raised in such audit findings attributable to the Service Provider. The Audit Response Plan will identify the steps that the Service Provider will take to remedy such shortcomings and deficiencies and include a completion date for such steps detailed in the Audit Response Plan. With SARS approval, the Service Provider will implement such Audit Response Plan at the Service Provider’s cost and expense. If required and agreed between the Service Provider and SARS, the Service Provider will report monthly to SARS on the status of the implementation of any Audit Response Plan. Failure to complete the Audit Response Plan on or before the completion date included in such Audit Response Plan will be deemed to be a material breach of the Agreement.
      3. The Service Provider will promptly make available to SARS the results of any reviews or audits conducted by the Service Provider, its Affiliates agents or representatives (including internal and external auditors) to the extent such findings reflect conditions and events relating to the Services.
      4. Promptly after the issuance of any audit report or findings issued under Clause 14.5.3 the Parties will meet to review such report or findings and to agree on how to respond to the suggested changes.

* 1. The provisions of this Clause 14 will apply to the Service Provider’s subcontractors and the Service Provider will, prior to subcontracting any Services procure the subcontractor’s acceptance thereof.

1. BROAD BASED BLACK ECONOMIC EMPOWERMENT
   1. The Service Provider acknowledges that Broad-Based Black Economic Empowerment is a business and social imperative in order to achieve a non-racial, non-sexist and equitable society in South-Africa.
   2. In pursuance of this objective the Service Provider commits and warrants to comply in all respects with the requirements of the BBBEE and BBBEE Codes issued in terms of the BBBEE.
   3. Upon signature of this Agreement and one (1) calendar month after the expiry of a current certificate for a particular year, the Service Provider shall provide SARS with a certified copy of its BEE Status from an agency accredited by SANAS.
   4. During the currency of this Agreement (including any extension or renewal hereof which may apply), the Service Provider shall use reasonable endeavours to maintain and improve its current BEE Status.
   5. A failure to provide a certified copy of its BEE Status or a failure to comply with provisions of this Clause will entitle SARS to terminate the Agreement by giving the Service Provider one (1) month's written notice.
   6. SARS may, at its own cost and in its sole discretion, audit (whether by internal or external auditors) all information provided by the Service Provider in terms of this Clause 15, provided that where such audit exercise reveals discrepancies and inaccuracies in the information provided by the Service Provider to SARS (other than for minor or insubstantial discrepancies), the cost of such audit will be borne by the Service Provider.

1. RISK OF LOSS

Each Party will be responsible for risk of loss of, and damage to, any assets of the other in its possession or under its control. Any GIS Data Sets and GIS Software in the possession or control of the Service Provider’s subcontractors or agents (including couriers, freight companies and the like) will be deemed to be under the control of the Service Provider.

1. PUBLICITY

No announcements relating to this transaction and of any nature whatsoever will be made by or on behalf of a Party relating to this transaction without the prior consent of the other Party.

1. CO-OPERATION

The Parties undertake at all times to co-operate with each other in good faith in order to carry out this Agreement.

1. INTEGRITY AND SECURITY COMPETENCE
   1. Background Verification
      1. As a confirmation of a Service Provider Personnel’s citizenship, criminal record status, creditworthiness, academic qualifications and membership of professional associations, the Service Provider shall conduct a background vetting on every Service Provider Personnel whom it intends to delegate/assign to SARS for the fulfilment of its obligations in terms of this Agreement.
      2. The Service Provider shall provide SARS with a Personal Credential Verification Certificate (PCV) and the Candidate Declaration Form for each member of its Personnel referred to in clause 19.1.1 above prior to Effective Date, or where it is impossible to provide the report prior to Effective Date, the Service Provider shall refrain from delegating Service Provider Personnel for this purpose without it first providing such a report to SARS.
      3. The PCV and the Candidate Declaration referred to in 19.1.2 above, shall be issued by a reputable screening agency. [Note to Bidder: the list of screening agencies acceptable to SARS will be agreed between the Parties prior to Effective Date]
      4. The validity of such PCV referred to in 19.1.2 shall not be older than 12 (twelve) months as at Effective Date and shall be updated as reasonably required by SARS from time to time.
      5. The Service Provider shall provide SARS with suitable, fit and proper Service Provider Personnel as a replacement of the individual member whose updated report reveals evidence that he/she no longer meets SARS’s integrity and security competence requirements.
      6. The PCV referred to in 19.1.2 above must include the verification of the following, amongst others:
         1. ID verification and validation
         2. Citizenship, including residency status
         3. Criminal activity report
         4. Credit record
         5. Academic qualifications including matric certificate or equivalent record
         6. Professional association memberships
   2. The Service Provider will provide SARS with a quarterly written report, confirming that PCV have been completed and provided to SARS for all Service Provider Personnel it has delegated/assigned to SARS for the fulfilment of its obligations in terms of this Agreement.
   3. Apart from Service Provider Personnel being Screened, the company itself and its directors must also be screened. All Required information and documents must be submitted to SARS (Vetting Screening and Conflict of Interest Unit), by the Service Provider and its Directors.
   4. Service Provider Personnel who have access to confidential/critical SARS information/infrastructure shall be subjected to the security vetting process, as per the SARS vetting Policy.
   5. SARS reserves the right to verify any such PCV provided by the Service Provider.
2. SECURITY COMPETENCE
   1. The Service Provider Personnel delegated/assigned to provide Services to SARS in terms of this Agreement who have access, or who are reasonably expected to have access, to SARS’s Confidential Information or SARS’s restricted areas shall at all times during the subsistence of this Agreement, be subject to SARS policies and procedures regarding integrity, competence, security.
3. ETHICAL BUSINESS PRACTICES
   1. SARS has a policy of zero tolerance regarding corrupt activities. The Service Provider will promptly report to SARS or the relevant authorities any suspicion of corruption on the part of their personnel in relation to the Services provided under this Agreement, as well as any behaviour in relation to the Services provided under this Agreement by any of those persons that is likely to constitute a contravention of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004).
   2. Neither Party will offer, promise or make any gift, payment, loan, reward, inducement benefit or other advantage to any of the other Party's personnel.
   3. If the results of any audit of the Services conducted by or on behalf of SARS indicates the possibility of unethical conduct which includes amongst others, corrupt activities, improper or fraudulent practices or theft in relation to the Services provided under this Agreement, SARS will, after allowing the Service Provider reasonable opportunity to investigate that possibility, have the right either by itself, or by its agents, or by requesting the police, to investigate all the relevant circumstances, to question any relevant personnel of the Service Provider or a third party and the Service Provider will use all reasonable efforts to facilitate any such investigation or enquiry. In the event that an act of corruption, fraud or theft is proven, SARS will be entitled, on written notice to the Service Provider, to immediately terminate this Agreement.
   4. SARS reserves the right to withdraw an award or to cancel this Agreement should it be established, at any time, that the Service Provider, its personnel, its Subcontractor or the personnel of its Subcontractor has been blacklisted by National Treasury or by another government institution.
4. CONFLICT OF INTEREST
   1. The Service Provider undertakes to immediately notify SARS in the event that a conflict of interest is identified, upon entering of the Agreement by SARS and the Service Provider.
   2. The Service Provider further warrants that it will not disclose any Confidential Information it obtained in rendering the Services to SARS to any client or third party unless required by law.
5. NEW LAWS AND INABILITY TO PERFORM
   1. It is recorded that the Parties are aware of various new Bills that are to be presented to Parliament which, if passed into law, may have an effect on the provisions of this Agreement and the Services. Therefore, the Parties record and agree that, if any law comes into operation subsequent to the signature of this Agreement which law affects any aspect or matter or issue contained in this Agreement, the Parties undertake to comply with such laws as if they had been in force on the Effective Date; provided that if such compliance renders it impossible to comply with the letter and spirit of this Agreement, the Parties undertake to enter into negotiations in good faith regarding a variation of this Agreement in order to ensure that neither this Agreement nor its implementation constitutes a contravention of such law.
   2. If any law comes into operation subsequent to the commencement of the Services notwithstanding the Effective Date, which law affects any aspect or matter or issue contained in the is Agreement and/or performance of the Services, the Parties undertake to enter into negotiations in good faith regarding a variation of the Services in order to ensure that neither the Services nor implementation constitutes a contravention of such law by either Party.
6. BUSINESS CONTINUITY MANAGEMENT
   1. To mitigate the effects of any disaster incident, the Service Provider shall implement and maintain a proven business continuity plan that is satisfactory to SARS which ensure continuity of the Services in the event of early termination of this Agreement for any reason whatsoever, which business continuity plan shall when acceptance by SARS, be attached to this Agreement as Annexure F. For the avoidance of doubt the cost of implementing and maintaining the business continuity plan shall be for the account of the Service Provider.
   2. On an annual basis, SARS, or its nominated appointee, shall have the right to review and assess the Service Provider’s business continuity plan in respect of the Services.
   3. The Service Provider shall immediately, or as soon as is reasonably or practically possible, inform SARS in writing of any internal or external incidents that impact on, or may impact on, or prevent it from providing the Services and how it plans to resolve such incidents to ensure a sustained Service provision in line with the Service Level Agreement.
7. RELATIONSHIP BETWEEN THE PARTIES
   1. The Service Provider is an independent contractor and under no circumstances will it be a partner, joint venture partner, agent, or employee of SARS in the performance of its duties and responsibilities pursuant to the Agreement.
   2. All personnel used by the Service Provider will be the Service Provider’s employees, contractors, Subcontractors or agents, and the entire management, direction, and control of all such persons will be and remain the responsibility of the Service Provider.
8. WARRANTIES
   1. General Warranties

The Service Provider warrants that it will for the duration of this Agreement:

* + 1. use adequate numbers of qualified staff with suitable training, accreditation, education, experience and skill to perform the Services at whatever volumes SARS may from time to time require in accordance with the requirements of the Agreement and the Performance Standards;
    2. use and adopt any standards and processes required under this Agreement; and
    3. provide the Services with promptness and diligence and in a workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services.
  1. Intellectual Property warranties

The Service Provider warrants that it will at all times perform its responsibilities under this Agreement in a manner that does not infringe, or constitutes an infringement or misappropriation of, any Intellectual Property or other proprietary rights of any Third Party.

* 1. The Service Provider Authority
     1. The Service Provider warrants that it:
  2. is the proprietor of the GIS Software;
  3. will at all times be authorised to licence, support and maintain the GIS Data Sets and GIS Software;
  4. has all the necessary licences, certificates, authorisations and consents required under the laws of the Republic of South Africa or under any other applicable jurisdiction for the provision of the GIS Data Sets, GIS Software and / or Services under this Agreement;
  5. will comply with all legal requirements and with the terms and conditions of all licences, certificates, authorisations and consents required for the provision of the GIS Data Sets, GIS Software and / or Services; and
  6. will ensure that upon the date of delivery of the GIS Data Sets and GIS Software, possession or use thereof by SARS within the territories in which SARS takes receipt thereof will not breach any law or regulation of those territories or of the territory from which the GIS Data Sets and GIS Software was sourced.
     1. Should the Service Provider, for whatsoever reason and at any time during the Term of this Agreement, no longer be appropriately accredited or authorised to provide the Services, the Service Provider will immediately inform SARS thereof in writing and this Agreement may, at the option of SARS, be terminated immediately or on such date as is determined by SARS. The Service Provider will be required to repay any pre-paid amounts that SARS may have paid in respect of the Services.
  7. Product specific warranties
     1. The Service Provider warrants that it will at all times:
  8. ensure that any GIS Data Sets and GIS Software including the Documentation will be reasonably free from Deficiencies and will comply in all respects with the technical and functional specifications therefore as agreed by the Parties;
  9. take all reasonable and necessary steps to ensure that the GIS Data Sets, GIS Software and Services will be free of Destructive Elements provided that where a Destructive Element is a reasonable and necessary component, such Destructive Element will be recorded in writing by the Parties and will not constitute a breach of this warranty. In the event of a breach of this warranty, the Service Provider will immediately take all reasonable steps to remedy such breach or, if not possible, ameliorate the impact of the Destructive Element which will include the provision of on-demand services of antivirus specialist consultants to establish a task-team and ensure a rapid recovery from Outbreaks as and when these occur (“**Outbreak Response Services**”). The primary requirement of the Outbreak Response Services is to ensure that, within an agreed timeframe, when an Outbreak occurs; dedicated resources are physically onsite to co-ordinate investigation, remediation and recovery from Outbreaks;
  10. ensure that the GIS Software will, at all times, be and remain compatible and operate in conjunction with the operating systems utilised by SARS, provided that should SARS contemplate a change in its operating systems, SARS will consult with the Service Provider and the Parties will work together in good faith to avoid negatively impacting on the warranty as set out in this **Clause (**c); and
  11. ensure that the GIS Software and / or all components thereof, once installed and / or implemented, will process any GIS Data Sets correctly, provided that SARS utilises the GIS Software in compliance with the specifications and the Documentation.
      1. The warranty contained in this **Clause 26.4** shall not apply in the event that:
  12. the GIS Software is not Used in accordance with the Documentation; or
  13. any item of the GIS Software has been altered, modified or converted by SARS without prior written approval of the Service Provider.
  14. Security Clearance:
      1. Without limiting the generality of the aforegoing, the Service Provider represents and warrants that it will ensure that the Service Provider Personnel engaged in the provision of the Services are suitable and pose no risk to SARS. Any member of the Service Provider Personnel who is engaged, or is to be engaged, in providing the Services must, if requested by SARS, comply with SARS’s internal security clearance requirements, including submitting a security clearance certificate, failing which SARS shall be entitled to require the Service Provider to replace such member of the Service Provider Personnel with someone who does so comply. The Service Provider undertakes to indemnify SARS against any claims that may be brought by any of the Service Provider Personnel who may be affected as a result of SARS exercising its rights under this Clause.
      2. As a confirmation that the Service Provider Personnel engaged to provide the Services are suitable and appropriately qualified, trained, experienced, skilled and available to render such services in terms of this Agreement including confirmation of such Service Provider Personnel’s citizenship, criminal record status and/or credit worthiness, the Service Provider represents and warrants that it has conducted a background screening exercise on every member of the Service Provider Personnel whom is assigned to SARS for the fulfilment of its obligations in terms of this Agreement and shall if requested by SARS provide the report from a reputable screening agency which shall verify the following:
         1. Citizenship including residency status;
         2. Criminal activity report; and
         3. Credit worthiness.
      3. The Service Provider shall ensure that the validity of such report shall not be older than 3 (three) months as at the date of request or as at the commencement of such Service Provider Personnel duties to SARS in terms of this Agreement, as the case may be, and shall be updated as required by SARS from time to time.
      4. In the event that the report reveals evidence that the Service Provider Personnel assigned to perform the Services are not qualified and/or do not possess the level of skills required for the performance of the Services, the Service Provider shall ensure a replacement of such member of the Service Provider Personnel with one whose background screening meets the requirements of SARS. The Service Provider undertakes to indemnify SARS against any claims that may be brought by any of the Service Provider’s staff who may be affected as a result of SARS exercising its rights under this Clause.
      5. The Service Provider shall further ensure that its staff assigned to provide the Services to SARS as envisaged in this Agreement shall for the duration of this Agreement, be subject to SARS’s “Anti-Corruption and Security Internal Policy: Security Vetting” as amended from time to time, as well as other security legislation and policies applicable to the entities providing the services to the organs of State.
      6. A breach by the Service Provider of any warranty, representation or other provision of this Clause 26 or of any express or implied warranty or representation contained elsewhere in this Agreement, shall be a material breach of this Agreement which shall confer on SARS the right, in its sole discretion, to utilise any remedy created in this Agreement for the enforcement of SARS’s rights, including termination in terms of Clause 28 below.
  15. POPIA Compliance:
      1. The Service Provider warrants that it is and will remain for the duration of this Agreement, fully cognisant of and compliant with POPIA including any other Data Protection Legislation applicable to the Services.
      2. The Service Provider warrants that it has implemented POPIA compliance programme within its organisation and further that, the Service Personnel including the Service Provider Personnel have been trained on POPIA compliance and are aware of the importance of protection of Personal Information and commit to ensure compliance thereof when at SARS and whilst providing the Services.
  16. Regulatory requirements

The Service Provider warrants that it is and will remain for the duration of this Agreement, fully cognisant of and compliant with any relevant legislative or regulatory requirements and / or rulings or codes of practice of any competent authority or industry body that has jurisdiction over the provision of or is relevant to the Services, the GIS Data Sets and / or GIS Software. The Service Provider will be responsible for any fines and penalties arising from any non-compliance with any law, legislative enactment or regulatory requirement, code or ruling of any competent authority or industry body relating to the delivery or use of the Services.

* 1. Documentation

The Service Provider warrants that it will provide and maintain Documentation so that it:

* + 1. accurately reflects the operations and capabilities of any and all GIS Data Sets, GIS Software and training courses;
    2. is accurate, complete and written in a manner easily understood by SARS; and
    3. is promptly updated from time to time to reflect any change.
  1. Tax Clearance
     1. The Service Provider warrants that as of the Effective Date it is in full compliance with and shall throughout the Term of this Agreement (including any Extended Period) shall remain tax compliant.
     2. Notwithstanding Clause 27.7.1 above, the Service Provider acknowledges and agrees that to be appointed as the preferred service provider, compliance with the Tax Act is required and as such, the Service Provider is encouraged to monitor and maintain its tax compliance status during the Term.

1. INDEMNITIES

In addition to any other remedy available to SARS, the Service Provider irrevocably and unconditionally agrees to indemnify in full and on demand and to keep SARS so indemnified from and against all claims, demands, actions, proceedings and all Losses, costs and expenses, which are made or brought against or incurred or suffered by SARS resulting from any claim by a Third Party that the use by SARS of the GIS Data Sets and GIS Software and its related Documentation supplied by the Service Provider infringes the Intellectual Property rights of that Third Party.

1. TERMINATION
   1. If a Party commits a material breach of this Agreement and fails to remedy such breach within 14 (fourteen) days of written notice requiring the breach to be remedied, then the Party giving the notice will be entitled, at its option, either to claim specific performance of the defaulting Party's obligations whether or not such obligations have fallen due for performance (with or without claiming damages) or to cancel this Agreement (with or without claiming damages) in which case the cancellation will take effect on the date of the notice.
   2. If the Service Provider fails to adhere to any legal requirement or breaches the provisions of Clause 26 of the Main Agreement and / or any term or condition of any licence, authorisation or consent required for the provision of the Services and which failure or breach SARS, in its sole discretion, considers to be detrimental to SARS; then SARS will be entitled, but not obliged, to immediately terminate this Agreement should the Service Provider fail to remedy such failure or breach on 30 (thirty) days written notice to the Service Provider, in which event such termination will be without any liability to SARS and without prejudice to any claims which SARS may have for damages against the Service Provider.
   3. If the Service Provider is the subject of an Insolvency Event, SARS may terminate this Agreement without notice and may cancel any unfulfilled obligations.
   4. A Party's remedies in terms of this Clause 28 are without prejudice to any other remedies to which such Party may be entitled in law.
   5. Effect of Termination

The termination of this Agreement will not relieve the Parties hereto of any liabilities, obligations, expenses or charges accruing up to date of such termination and all rights accruing to either Party to the said date of termination will likewise remain in full force and effect.

* 1. Termination / Expiration Assistance

On termination of this Agreement, the Service Provider will, at no additional cost to SARS, provide all reasonable information and assistance to SARS to enable SARS or a Third Party designated by SARS to take over the Service Provider's obligations under this Agreement.

* 1. Termination for Convenience

SARS may terminate this Agreement in whole or in part for convenience and without cause, at any time following 18 (eighteen) months from the Effective Date, by giving the Service Provider at least 90 (ninety) days prior written notice designating the termination date. SARS will have no liability to the Service Provider with respect to such termination.

1. DISPUTES
   1. Informal Dispute Resolution

In the event of any such dispute arising between the Parties relating to or arising out of this Agreement, including a dispute as to alignment in licence quantities, the validity, implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, the Parties will forthwith meet to attempt to settle such dispute, and failing such settlement within a period of 14 (fourteen) days of first meeting, the said dispute will on written demand by either Party be submitted to arbitration in Pretoria in accordance with Clause 30.2 below.

* 1. Arbitration
     1. In the event of there being a dispute, but save where otherwise provided in this Agreement, such dispute will be resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("**AFSA**") as provided for below.
     2. Should the Parties fail to agree in writing on an arbitrator within 10 (ten) days after arbitration has been demanded, the arbitrator will be nominated at the request of a disputant by AFSA.
     3. The decision of the arbitrator will be binding on the Parties to the arbitration after the expiry of the period of 20 (twenty) days from the date of the arbitrator's ruling if no appeal has been lodged by any Party. A decision which becomes final and binding in terms of this **Clause 24.2.3** may be made an order of court at the instance of any Party to the arbitration.
     4. Nothing herein contained will be deemed to prevent or prohibit a disputant from applying to the appropriate Court for urgent relief or for judgment in relation to a liquidated claim.
     5. Any arbitration in terms of this **Clause 30.2** will be conducted in camera and the Parties will treat as confidential and not disclose to any Third Party details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration, without the written consent of all the disputants.
  2. The provisions of this Clause 30 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.

1. FORCE MAJEURE
   1. Delay or failure to comply with or breach of any of the terms and conditions of this Agreement by either Party if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil disorder, sabotage, riot, strikes, lock-outs or other labour disputes, blockade, embargo, sanctions, epidemics, act of any Government, compliance with law, regulations or demands of any Government or Governmental agency, limitations imposed by exchange control or foreign investment or other similar regulations or any other circumstances of like or different nature beyond the reasonable control of the Party so failing, will not be deemed to be a breach of this Agreement nor will it subject either party to any liability to the other. It is understood that neither Party will be required to settle any labour dispute against its will.
   2. Should either Party be prevented from carrying out any contractual obligation by any circumstance described above, such obligation will be postponed provided the Party suffering such circumstance notifies the other Party to this Agreement within 7 (seven) days of becoming aware thereof. The Parties will thereupon promptly meet to determine whether an equitable solution can be found.
   3. Should such force majeure circumstance last continuously for a period of 14 (fourteen) days, and no mutually acceptable arrangement is arrived at by the parties at within a period of 7 (seven) days thereafter, either Party will be entitled to terminate the Agreement with immediate effect.
2. NOTICES AND DOMICILIA
   1. Domicilia

The Parties choose as their respective *domicilia citandi et executandi* for all purposes of this Agreement (other than routine operational communications), including for purposes of serving any court process or other documents, giving any notices, requests, demands, and determinations under this Agreement or making any other communications (the “Notices”), the addresses contained in the preamble to the Main Agreement. A Party may change its *domicilium* to any other physical address in the Republic of South Africa by written notice to the other Party and such change of address will take effect on the 7th (seventh) days after the date when the notice is duly given.

* 1. Notices
     1. Notices will be marked:
  2. for SARS, for the urgent attention of the Head: Corporate Legal Services; and
  3. for the Service Provider, for the urgent attention of the Chief Executive Officer\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[Note: to be completed].**
     1. All Notices will be valid and effective only if in writing and will be deemed duly given only when delivered by hand during ordinary Business Hours to a responsible person at the addressee’s *domicilium*.
  4. The Parties record that whilst they may correspond via email during the currency of this Agreement for operational reasons, neither formal Notice required in terms of this Agreement, nor any amendment of or variation to this Agreement may be given or concluded via email.

1. GENERAL
   1. Whole Agreement

This Agreement constitutes the whole of the agreement between the Parties hereto relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation term or condition relating to the subject matter of this Agreement not incorporated in this Agreement will be binding on any of the Parties.

* 1. Addition, Variation, Deletion and Cancellation

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

* 1. Waiver

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless in writing and signed by the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of either Party in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

* 1. Cession, Assignment, Delegation

Save as otherwise herein provided, neither this Agreement nor any part, share or interest therein nor any rights or obligations hereunder may be ceded, assigned, delegated or otherwise transferred without the prior written consent of the other Party.

* 1. Severability

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, will, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement will remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

* 1. Consent or Approval

Any consent or approval required to be given by any Party in terms of this Agreement will, unless specifically otherwise stated, not be unreasonably withheld.

* 1. Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts. The Parties undertake to take whatever steps may be necessary to ensure that each counterpart is duly signed by each of them without delay.

* 1. Benefit of the Agreement

This Agreement will *inure* for the benefit of and be binding upon the successors in title and permitted assigns of the Parties hereto or any of them.

* 1. Non-Solicitation

During the Term, and for a period of 1 (one) year thereafter, neither Party will directly solicit or encourage, or attempt to solicit or encourage any employee of the other to leave such employment unless prior consent is obtained from the employing Party, which will not be unreasonably withheld.

* 1. Relationship of Parties
     1. The Service Provider, in furnishing the Services hereunder, is acting as an independent contractor. Neither Party is an agent of the other or has any authority to represent the other as to any matters, except as expressly authorised in this Agreement.
     2. Neither Party’s personnel will be deemed personnel of the other Party.
     3. Nothing contained in this Agreement will be construed as creating any company, close corporation, joint venture, partnership or association of any kind involving SARS or Service Provider or their affiliates; nor is anything contained in this Agreement to be construed as creating or requiring any continuing relationship or commitment on a Party’s or its affiliates' behalf with regard to the other Party and its affiliates other than as specifically set out herein.
     4. Unless expressly authorised by this Agreement, neither of the Parties (nor their respective agents) will have the authority or right, nor will any Party hold itself out as having the authority or right, to assume, create or undertake any obligation of any kind whatsoever, express or implied, on behalf of or in the name of the other Party.
  2. Applicable Law and Jurisdiction
     1. **Applicable Law**

This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.

* + 1. **Jurisdiction**

The Parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the North Gauteng High Court, Pretoria in regard to all matters arising from this Agreement.

* 1. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement will survive any termination or expiration of this Agreement and continue in full force and effect.

* 1. Public Disclosures
     1. No advertising or publicity matter of either Party having or containing any reference to the other Party or in which the name of the other Party is mentioned (except announcements intended solely for internal distribution or to meet legal or regulatory requirements beyond the reasonable control of the disclosing Party) will be made by or for a Party or Subcontractors without first obtaining written approval from the other Party.
     2. Service Provider may not use the SARS logo or any other service marks or trademarks of SARS.
  2. Third Party Beneficiaries

Except as set out in this Agreement, this Agreement is entered into solely between, and may be enforced only by, SARS and the Service Provider. This Agreement will not be deemed to create any rights in Third Parties, including suppliers and customers of a Party, or to create any obligations of a Party to any such Third Parties.

1. COSTS

Save as may be otherwise provided herein, each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.

1. SIGNATURE

The Parties agree that this Agreement will not be valid unless signed by two (2) authorised signatories of SARS. The Service Provider’s company secretary will upon request furnish SARS with such documentation as may reasonably be required by SARS to establish the authority of the Service Provider signatories. Signed on behalf of the Parties, each signatory hereto warranting that he or she has due authority to do so.

SIGNED at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of **SOUTH AFRICAN REVENUE SERVICE**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Name of Signatory |  | Name of Signatory |
|  |  |  |
| Designation of Signatory |  | Designation of Signatory |
|  |  |  |
| Date: |  | Date: |

SIGNED at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of **THE SERVICE PROVIDER**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature |  |  |
|  |  |  |
| Name of Signatory |  |  |
|  |  |  |
| Designation of Signatory |  |  |

SCHEDULE A: GLOSSARY

1. DEFINITIONS

In this Agreement, unless the context indicates a contrary intention, the following words and expressions, appearing in title case, bear the meanings assigned to them, and cognate expressions, also appearing in title case, bear corresponding meanings:

* 1. "Agreement" means the RFP and the Main Agreement together with all Schedules, Appendices, attachments and other documents attached thereto or referenced therein;
  2. “Applicable Law(s)” means any statute which includes without being limited thereto, South African Tax Laws, Companies Act, ECA, PFMA, PAJA, PAIA, and POPIA including any regulation, directive, or subordinate legislation; the common law; any binding court order as between the Parties, judgment; any applicable securities industry code, standard enforceable by law; or any applicable direction, policy or order that is given by the Authority where there is an onus on the Parties to adhere to the aforesaid;
  3. “Authority” means any agency, tribunal, commission, regulator, self-regulatory body or other similar body having jurisdiction over the Deliverables and/or Services activities or operations of any of the Parties in any territory that is applicable to the Agreement, including without limitation, Information Regulator, SARB and SARS;
  4. "BBBEE" means broad-based black economic empowerment as defined in the Broad-based Black Economic Empowerment Act, 2003 (No. 53 of 2003) as amended;
  5. "BEE Codes" means generally, the Codes of Good Practice on Black Economic Empowerment gazetted by the Minister of Trade and Industry under section 9 of the Broad-based Black Economic Empowerment Act, 2003 (No. 53 of 2003) as amended;
  6. "BEE Generic Scorecard" means the balanced BBBEE scorecard included in Code 000 Statement 000;
  7. "BEE Status" means the BEE Status of the Service Provider based on its Generic Scorecard as measured and certified by a Verification Agency in accordance with the applicable BEE Codes;
  8. "BEE Verification Certificate" means a certificate issued by a Verification Agency, verifying the Service Provider's BEE Status level, the details of its scorecard performance on the Elements of the Generic Scorecard (or a Qualifying Small Enterprise ("QSE" as defined under Schedule 1 to the Codes) Scorecard, as may be applicable), and any other aspect of its BEE performance under the Codes;
  9. “Charges” means the amounts payable by SARS to the Service Provider for the Services as set forth in Schedule E (Charges, Invoicing and Payments) hereto;
  10. “Commercially Reasonable Efforts” means taking such steps and performing in such a manner as a well managed business would undertake where such business or entity was acting in a determined, prudent, and reasonable manner to achieve the particular result for its own benefit provided always that such steps are within the reasonable control of the Party;
  11. “Companies Act” means the Companies Act, 2008 (Act No. 71 of 2008), as amended;
  12. "Confidential Information" means any information or data of any nature, tangible or intangible, oral or in writing, and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and / or proprietary to the Disclosing Party, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party, or which may come to the knowledge of the Receiving Party by whatsoever means. The Confidential Information of the Disclosing Party will include information even if it is not marked as being confidential, restricted or proprietary (or any similar designation).
      1. In respect of SARS, Confidential Information also includes:
  13. any other non-public information;
  14. financial information;
  15. information regarding Taxpayers;
  16. information regarding employees, independent contractors and suppliers of SARS;
  17. processes and plans of SARS;
  18. projections, manuals, forecasts, and analyses of SARS; and
  19. Intellectual Property owned by or licensed to SARS.
      1. In respect of the Service Provider, Confidential Information also includes the GIS.
      2. Confidential Information excludes information or data which:
         1. is lawfully in the public domain at the time of disclosure thereof to the Receiving Party; or
         2. subsequently becomes lawfully part of the public domain by publication or otherwise; or
         3. is or becomes available to the Receiving Party from a source other than the Disclosing Party which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information to the Receiving Party; or
         4. is disclosed pursuant to a requirement or request by operation of law, regulation or court order but then only to the extent so disclosed and then only in the specific instance and under the specific circumstances in which it is obliged to be disclosed;

provided that:

* 1. the onus will at all times rest on the Receiving Party to establish that such information falls within such exclusions;
  2. the information disclosed will not be deemed to be within the foregoing exclusions merely because such information is embraced by more general information in the public domain or in a Party's possession;
  3. any combination of features will not be deemed to be within the foregoing exclusions merely because individual features are in the public domain or in a Party's possession, but only if the combination itself is in the public domain or in a Party's possession; and
  4. the determination of whether information is Confidential Information will not be affected by whether or not such information is subject to, or protected by, common law or statute related to copyright, patent, trade marks or otherwise;
  5. “CPI” means the consumer price index as published by Statistics South Africa (“SSA”) (or its equivalent successor in title). Should SSA cease publishing the CPI or substantially change the content or format thereof SARS will by notice to the Service Provider substitute another appropriate equivalent measure of CPI;
  6. “Data Protection Legislation” means collectively, POPIA and any other legislation applicable to the protection of Personal Information in the Republic of South Africa;
  7. “Data Subject” means the person to whom Personal Information relates;
  8. "Deficiency" means any error, problem, non-conformity or defect resulting from any Deliverable deviating from its Documentation or specifications; or incorrect or incomplete Documentation;
  9. "Deliverable" means any materials that are provided by the Service Provider to SARS as part of the Services pursuant to this Agreement, including the GIS Data Sets, GIS Software, Documentation, or other documentation and any deliverables under a Project;
  10. "Destructive Element" means any "*back door*", "*time bomb*", "*time lock*", "*trojan horse*", "*worm*", "*drop dead device*", "*virus*" or other computer software routine, code or device intended or designed to:
      1. permit access to or the use of any data, software, firmware, hardware and peripherals, wide area network, or local area network by an unauthorised person; and / or
      2. disable, damage, erase, disrupt or impair in any way the operation or use of any data, software, firmware, hardware and peripherals, wide area network, or local area network, including by the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral; or
      3. damage, erase or corrupt data, storage media, programmes, equipment or communications or otherwise interfere with operations of any data, software, firmware, hardware and peripherals, wide area network, or local area network; and / or
      4. any other form of destructive coding and / or device, including those which result in aesthetical disruptions or distortions;
  11. "Disclosing Party" means the Party who furnishes or otherwise makes available such Party’s Confidential Information to the other Party (including such other Party’s employees, affiliates, subcontractors, Third Party Suppliers and agents, as applicable) or on whose behalf such Party’s Confidential Information is furnished or otherwise made available to the other Party (including such other Party’s employees, affiliates, subcontractors, Third Party Suppliers and agents, as applicable);
  12. "Documentation" means the metadata, user manuals and / or technical publications (including release notes, additions, deletions, amendments, description of attributes, statistics and coverage of GIS Data Sets) relating to installation, use and administration of the GIS Data Sets and Software that is generally made available to licensees of the GIS Data Sets and Software. Such documentation will be provided in physical and electronic format;
  13. "Effective Date" has the meaning set out in the preamble of the Main Agreement;
  14. “ECA” means the Electronic Communications Act, 2005 (Act No. 36 of 2005), as amended;
  15. “Geographic Information System” or “GIS” means a decision support tool designed to capture, store, manipulate, analyse, manage, and present all types of geographically referenced data. The GIS consists of GIS Data Sets and GIS Software;
  16. “GIS Data Sets” means data sets owned by the Service Provider and licensed to SARS under this Agreement, which will be installed within the SARS systems, including updates, Documentation and other materials required to utilise the GIS Data Sets. The GIS Data Sets which is licensed to SARS as at the Effective Date is detailed in Appendix B-1 (GIS Data Sets and GIS Software) hereto;
  17. “GIS Software” means the Geographic Information System software owned by the Service Provider and licensed to SARS under this Agreement, which will be installed within the SARS systems in order to enable access to and use of GIS Data Sets, including any Upgrades and New Releases of the GIS Software, Documentation and other materials required to operate the GIS Software. The GIS Software which is licensed to SARS as at the Effective Date is detailed in Appendix B-1 (GIS Data Sets and GIS Software) hereto;
  18. “Incident” means any event that is not part of the standard operation of a service and which causes, or may cause, an interruption to, or a reduction in, the quality of that service;
  19. “Insolvency Event” means when the Service Provider is unable to pay its debts, becomes insolvent, is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction), has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets, enters into or proposes any composition or arrangement with its creditors generally, becomes the subject of business rescue proceedings under Chapter 6 of the Companies Act, 2008 (Act No. 71 of 2008) or is the subject of any events or circumstances or analogous to the foregoing in the Republic of South Africa.
  20. "Intellectual Property" means any know-how (not in the public domain), invention (whether patented or not patented), design, trade mark (whether registered or not registered), or Copyright Material (whether registered or not registered), goodwill, processes, process methodology and all other identical or similar intellectual property as may exist anywhere in the world and any applications for registration of such intellectual property. For the purposes of this definition, "Copyright Material" means any Material in which copyright subsists;
  21. "Losses" means all losses, liabilities, costs, expenses, fines, penalties, damages and claims, and all related costs and expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties);
  22. “Main Agreement” means the Geographic Information Systems Agreement Terms and Conditions;
  23. "Maintenance Services" means the performance of such maintenance as may be required for the purpose of ensuring the continued functionality of the GIS Data Sets and GIS Software with its specifications and Documentation, including the identification and notification of Problems, the provision and installation of workarounds, patches, bug-fixes, Upgrades, enhancements and New Releases and all maintenance activities described in Schedule C (Maintenance and Support Services) hereto. For the avoidance of doubt, the provisions of this Clause 1.25 will apply in respect of all copies of the GIS Data Sets and GIS Software used by SARS, including those used by SARS for disaster recovery purposes;
  24. "New Release" means a new release of the GIS Software incorporating Upgrades, bug-fixes or enhancements to the GIS Software and which is generally a replacement for the GIS Software. For the sake of clarity, New Releases are usually identified by a change in the version number, for instance a change from version 1 to version 2;
  25. “New Services” means additional services required by SARS from time to time, that are related to the Services which are contained in a Work / Change Order in accordance with Appendix D-1 (Form of a Work Order) and Appendix D-2 (Form of a Change Order);
  26. “Notices” has the meaning set out in Clause 22 of the Main Agreement;
  27. “Operator” means a person who processes personal information for a responsible party in terms of a contract or mandate, but does not come under the direct authority or control of the Responsible Party and for the purposes of the Agreement, Operator means the Service Provider;
  28. “Outbreak” means a number of the same type of threat or policy violation that occurs in a limited time interval which SARS are unable to resolve;
  29. “PAIA” means the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), as amended;
  30. “PAJA” means the Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000);
  31. “Party” or "Parties" has the meaning set forth in the preamble to the Main Agreement;
  32. “Performance Standards” means a quantitative or qualitative level of service specified in this Agreement as to which the Service Provider’s performance of the Services must conform. Performance Standards include Service Levels.
  33. "Personal Information" means information relating to an identifiable, living, natural or juristic person as fully defined in Section 1 of POPIA;
  34. “Personal Information Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to, Personal Information transmitted, stored or otherwise Processed;
  35. “PFMA” means the Public Finance Management Act, No. 1 of 1999;
  36. “POPIA” means Protection of Personal Information Act, 2013 (Act No. 4 of 2013);
  37. "Problem" means the underlying cause of one or more Incidents; or may mean the occurrence of a problem or error in the GIS Software reported by SARS to the Service Provider, including a Deficiency;
  38. “Project” means a set of tasks and other work relating to the Services that is requested by SARS after the Effective Date and performed by the Service Provider thereafter provided that:
      1. the work is discrete and non-recurring;
      2. the work requires start-up, planning, execution and closure;
      3. the completion of the work is likely to result in a change to the environment in which the Services are provided; and
      4. the work is not required for the Service Provider to either:
  39. meet the Performance Standards; or
  40. meet the Service Provider’s obligations under the Agreement.

Projects must be contained in a Work / Change Order in accordance with **Appendix D-1 (Form of a Work Order)** and **Appendix D-2 (Form of a Change Order)**. The Parties may agree to refer to other aggregations of work that do not meet the requirements of this definition of the term “**Projects**” as projects. In such case, such Projects will be in scope and will not attract additional charges and will not necessarily be set out in a Work / Change Order;

* 1. "Receiving Party" means the Party receiving Confidential Information from the Disclosing Party;
  2. "Repo Rate" means the interest rate (percent per annum) at which the South African Reserve Bank lends money to private banks;
  3. “RFP” means the Request for Proposal 41/2023 for the Procurement of a Geographical Information System including Maintenance and Support Service, hereby incorporated by reference;
  4. “SACU” means the Southern Africa Customs Union;
  5. "SANAS" means the South African National Accreditation System, being the only national accreditation body recognised by the South African Government;
  6. “SARS” has the meaning set out in the preamble to the Main Agreement;
  7. “SARS Mandate” means the mandate or powers given to SARS in terms of or pursuant to the South African Revenue Services Act , 1997 (Act No. 34 of 1997) (as such Act may be amended from time to time) and other national, provincial or local legislation of the Republic of South Africa (including in particular but not limited to revenue, customs, excise and social security administration) together with such further mandate, power and functions as SARS performs within the context of the Republic of South Africa’s membership of SACU;
  8. “Service Level” means a quantitative standard of performance of the Services that the Service Provider is required to satisfy in its performance of the Services, as are detailed under Appendix F-1 (Service Levels and Credits);
  9. "Service Level Credit" means a penalty amount which will be payable by the Service Provider for its failure to meet a Service Level, as are detailed under Appendix F-1 (Service Levels and Credits);
  10. "Service Level Failure" means the Service Provider's failure to meet a Service Level;
  11. “Service Provider” has the meaning set out in the preamble to the Main Agreement;
  12. "Services" means the services, functions and responsibilities provided by the Service Provider to SARS as detailed in this Agreement and the RFP, and as they may evolve or be supplemented, enhanced, modified or replaced in accordance with the terms of the Agreement;
  13. "Staff" means any employee, independent contractor, agent, consultant, sub‑contractor or other representative of either Party;
  14. "Support Services" means the provision of services by the Service Provider to SARS whereby the Service Provider resolves all Incidents and Problems and provides consultancy and development services in respect of or related to the GIS Data Sets and GIS Software to ensure the continued functionality of the GIS in accordance with its specifications and the Documentation, which services may include the provision of telephonic and on-site assistance, remote access support, bug fixes, work-arounds and temporary fixes, patches and Upgrades and all support activities described in Schedule C (Maintenance and Support Services) hereto. For the avoidance of doubt, the provisions of this Clause 1.60 will apply in respect of all copies of the GIS Data Sets and GIS Software used by SARS, including those used by SARS for disaster recovery purposes;
  15. "Term" means the term of the Agreement which includes the Initial Term and any Renewal Terms as defined in Clause 3 of the Main Agreement;
  16. “Third Party” means any person or entity, whether an individual, trustee, corporation, partnership, limited partnership, limited liability company, trust, unincorporated organisation, business association, firm, joint venture, governmental unit, agency or other body (other than SARS or the Service Provider);
  17. "Time and Materials Basis" means the basis on which the Service Provider will charge SARS for services explicitly designated as such and which is based on the time spent and the materials utilised to execute such services. All such time will be billed in accordance with the time and materials rates set forth in Appendix E-2 (Personnel Rates and Skills Classifications) of Schedule E (Charges, Invoicing and Payments) hereto;
  18. "Upgrade" means any change or improvement to the GIS Software or any component thereof that relates to or affects the operating performance of such GIS Software or an aspect of such GIS Software, but does not change the basic operation or functionality of the GIS Software. For the sake of clarity, Upgrades are usually identified by a change in the version number, for instance a change from version 1.1 to version 1.2;
  19. “Use” means the copying or loading of any portion of the GIS Software from storage units or media for the purpose of processing data; or the operation of any procedure or machine instruction in connection with the GIS Software, all in conformance with and limited to the operations described in the Documentation;
  20. "Verification Agency" means a BEE Verification Agency contemplated by the BEE Codes which, at the time of the issue of any certificate or confirmation of any aspect of the Service Provider's BEE Status for purposes of this Agreement, is:
      1. a verification agency accredited by SANAS; or alternatively
      2. a verification agency that has been issued with a valid pre-assessment letter from SANAS.

1. INTERPRETATION

**Construction**

In this Agreement, a reference to:

* + 1. a statutory provision, includes a reference to:

1. the statutory provision as modified or re-enacted from time to time (whether before or after the Effective Date); and
2. any subordinate legislation made under the statutory provision (whether before or after the Effective Date);
   * 1. persons or entities, includes a reference to natural persons, any body corporate, association, trust, partnership or other entity or organization;
     2. a person or entity includes a reference to that person or entity’s successors or assigns;
     3. a Schedule, Appendix or attachment, unless the context otherwise requires, is a reference to a Schedule, Appendix or attachment to this Agreement;
     4. the singular includes the plural and vice versa, unless the context otherwise requires; and
     5. any gender includes the other gender.

**Other**

* + 1. Wherever a term is defined in this Agreement anywhere outside of this **Schedule A (Glossary)**, such term will bear the meaning so assigned to it throughout this Agreement wherever it appears in the title case.
    2. Technical terms that are not contained in the definitions set out above has their generally understood meaning in the telecommunications and information technology industries and, if used in ITIL, then in ITIL.
    3. The headings in this Agreement will not affect the interpretation of this Agreement.
    4. This Agreement will not be construed against either Party or interpreted to the disadvantage of a Party as a result of such Party having or being deemed to have drafted or proposed the relevant clause.
    5. The words "*include*" and "*including*" mean "*include without limitation*" and "*including without limitation*". The use of the words "*include*" and "*including*" followed by a specific example or examples will not be construed as limiting the meaning of the general wording preceding it.
    6. Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this **Schedule A (Glossary)** or elsewhere in this Agreement, will be given effect to as if it were a substantive provision in the body of this Agreement.
    7. Reference to "*days*" will be construed as calendar days unless qualified by the word "*business*", in which instance a "*business day*" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time. Any reference to "*business hours*" will be construed as being the hours between 07h00 (seven o’clock in the morning) and 17h00 (five o’clock in the afternoon) on any business day. Any reference to time will be based upon South African Standard Time being Greenwich Mean Time plus 2 (two) hours.
    8. Unless specifically otherwise provided, any number of days prescribed will be determined by excluding the first and including the last day or, where the last day falls on a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time, the next succeeding business day.
    9. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words will prevail, unless the context indicates a contrary intention.
    10. The expiration or termination of this Agreement will not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

SCHEDULE B: GEOGRAPHIC INFORMATION SYSTEM

In addition to the terms and conditions of the **Main Agreement**, this **Appendix B-2 (Additional GIS Software Licence Terms and Conditions)** governs the provision, installation and use of the GIS Software described in **Appendix B-1 (GIS Data Sets and GIS Software)**. Terms reflected in the title case, unless otherwise defined herein, bear the meaning assigned to them in the **Main Agreement**.

1. GENERAL

The Geographic Information System consists of GIS Data Sets and GIS Software. The GIS to be provided by the Service Provider, as of the Effective Date are detailed in **Appendix B-1 (GIS Data Sets and Software)**.

1. LICENCE
   1. The Service Provider grants to SARS and its subsidiaries, a perpetual, enterprise wide licence to use, copy, deploy and install the GIS on a non-exclusive, non-sub licensable and non- transferable basis on the terms and conditions contained in the Agreement. Each copy of the GIS in the possession or under the control of SARS shall be subject to the provisions of this Agreement.
   2. SARS shall be entitled to make internal use of the GIS exclusively for the benefit of SARS and in fulfilment the SARS Mandate and shall not:
      1. make use of the GIS for the benefit, or on behalf of, a Third Party;
      2. make use of the GIS to provide a bureau service or time-share service to or for Third Parties;
      3. transfer to any other person or entity any of its Use rights to the GIS Software;
      4. sell, rent or lease the GIS Software;
      5. create any derivative works of the GIS Software; modify, enhance or alter the GIS Software or any part thereof or permit a Third Party to do so; reverse engineer, decompile or disassemble the GIS Software; print, derive or attempt to derive the source codes of the GIS Software, or create translations based on the GIS Software.
2. BACKUPS
   1. SARS shall not, without the prior written consent of the Service Provider, copy and / or reproduce, whether in whole or in part any Documentation in a printed or electronic form.
   2. Notwithstanding the provision of **Clause 3** of the **Schedule B (GIS)**, SARS is entitled to make and maintain back-up copies of the GIS and may make such number of copies of part or all of the GIS as is necessary for such purposes. SARS shall be entitled to retain such copies for a period of 5 (five) years.
   3. The Service Provider will not charge for back-up copies of the GIS and will not require SARS to obtain additional licences for such back-up copies.
   4. Save as specifically set out in this **Clause 3 of Schedule B (Geographic Information System**), SARS shall not be entitled to make any additional copies of the GIS. The GIS Software is proprietary to the Service Provider and SARS shall have no right, title or interest therein, save as expressly set out in this Agreement.
3. DELIVERY
   1. The Service Provider will deliver and install the GIS and its related Documentation to a designated SARS official within the SARS Enterprise Business Enablement department at the date and time for delivery as specified by SARS.
   2. In the case of GIS Software licences procured by SARS under this Agreement and generally in respect of all Upgrades and New Releases, the risk in and to the GIS Software will only pass to SARS upon delivery as evidenced by the signature of SARS to the Service Provider's delivery note. For the avoidance of doubt, the Service Provider will bear all liability for any Deficiencies, including any latent or patent defects, identified by SARS.
4. SOURCE CODE ESCROW
   1. The Service Provider undertakes to deposit the source codes of the GIS Software in escrow with a law firm of attorneys appointed by SARS or such other escrow agent as the Parties may agree in writing from time to time.
   2. Upon the occurrence of an Insolvency Event, SARS shall be entitled to the immediate delivery, possession and Use of the Documentation and source code of the GIS Software for the purposes of maintaining, modifying and correcting the GIS Software.

APPENDIX B-1: GIS DATA SETS AND GIS SOFTWARE

1. GIS DATA SETS
   1. The Service Provider will, from the Effective Date, provide SARS with the following GIS Data Sets which will adhere to the requirements as set out in **Clause 1.2** of this **Appendix B-1 (GIS Data Sets and GIS Software)**:
      1. national address database (“**NAD**”) for the verification of addresses, consisting of a spatial database of physical street addresses in South Africa which includes:
   2. the co-ordinates for individual properties;
   3. the correct hierarchical string for street addresses;
   4. the linking of a street number to the appropriate street name, suburb, city / town, municipality and province;
   5. the linking of street addresses to deeds and cadastral information; and
   6. suburb, city / town, proclaimed town, municipal and provincial names for each street address;
      1. sectional schemes as registered at the deeds office which includes the number of units, street address, suburb, city / town, proclaimed town, municipality and province of each sectional scheme;
      2. cadastre as captured by the Survey General’s offices which includes:
   7. GPS co-ordinates;
   8. the farm names for farms and farm portions;
   9. the suburbs, cities / towns, proclaimed towns, municipalities, and provinces for farms, farm portions, erven, holdings and parks; and
   10. layers per land parcel type which include farms, farm portions, agricultural holdings, erven and parks / open areas which are linked to street addresses and deeds information;
       1. administrative boundaries as supplied by the Municipal Demarcation Board and the Department of Land Affairs which includes:
   11. provincial, municipal, district council, magisterial district, electoral ward and tribal authority boundaries;
   12. town boundaries of historic towns or municipalities aligned with official municipal, and provincial boundaries of each town;
   13. suburb boundaries sourced from local authorities which include:
   14. all metropolitan, major town and village suburb boundaries aligned to the town boundaries;
   15. the postal codes for box and street deliveries per suburb;
   16. the historic suburb names;
   17. security estate and proclaimed town names; and
   18. town, municipal and provincial names for each suburb;
       1. points of interest which includes accommodation, filling stations, retail stores, tourist attractions, medical facilities, car dealerships, etc.;
       2. gated communities which include:
   19. residential areas, office parks, restricted access areas of high population concentration, sectional schemes, townhouse complexes, boomed off areas, business parks, golf and residential estates as well as eco, wildlife and private estates;
   20. the number of stands and units;
   21. the suburb, city / town, proclaimed town, municipality and province; and
   22. the associated postal codes for box and street delivery per suburb;
       1. postal codes compiled from the official postal code tables supplied by the South African Post Office which includes:
   23. postal code regions as a spatial representation of official postal code tables supplied by the South African Post Office which includes postal region boundaries for both box and street deliveries;
   24. historic and alternative suburb and town names; and
   25. the linking of postal codes to municipal suburbs;
       1. proclaimed town boundaries (townships) as surveyed by the Surveyor General and registered with the deeds office which includes agricultural holding areas as well as the suburb, city / town, municipal and provincial names for each proclaimed town;
       2. street centrelines for national, provincial and major roads in all major metropolitan areas which include for each link in the street centreline data set:
   26. average speed and travel times;
   27. directions; and
   28. suburb, city / town, proclaimed town, municipal and provincial names;
       1. built-up areas as a spatial representation of official built-up areas; and
       2. deeds data which consists of monthly bonds and transfers as registered with the deeds office since 1997 linked to street addresses and the cadastre and includes:
2. the lists of sectional schemes, towns, holding areas and farms;
3. all property transfer information;
4. the suburb, city / town, proclaimed town, municipality, magisterial district and province names for each transfer / bond; and
5. current and historic ownership data.
   1. The GIS Data Sets will:
      1. include unique identifiers on all features;
      2. include the maintenance history per feature;
      3. provide national coverage;
      4. be accompanied by comprehensive Documentation in compliance with **Clause 26.8** of the **Main Agreement**;
      5. maintain unique relationships between the various GIS Data Sets; and
      6. adhere to SANS 1883 (South African Address Standard), SANS 1880 (South African Geospatial Data Dictionary), SANS 1878 (South African Metadata Standard) and the South African Geospatial Data Dictionary Standards.
6. GIS SOFTWARE

The Service Provider will install and configure, in accordance with SARS requirements, the following GIS Software:**[Note: to be completed]**

SCHEDULE C: MAINTENANCE AND SUPPORT SERVICES

Further to the provisions of the Agreement relating to the description of the Services, this **Schedule C (Maintenance and Support Services)** sets forth details of the Maintenance and Support Services that the Service Provider will provide to SARS in accordance with the provisions and for the duration of the Agreement to minimise disruption to the business of SARS and the end users.

1. GIS DATA SETS
   1. Without limiting the generality of this **Schedule C (Maintenance and Support Services)**, the Service Provider will provide the following specific Maintenance Services in respect of the GIS Data Sets:
   2. Subject to delivery to the Service Provider by the Deeds Office, the Service Provider will monthly, by no later than the 15th day of each month, make available to SARS the updated deeds data in pipe delimited text file format as well as the accompanying Documentation.
   3. With regard to the remainder of the GIS Data Sets, the Service Provider will, quarterly by no later than the 15th day of March, June, September and December, make available to SARS the updated GIS Data Sets in file format reasonably requested by SARS as well as the accompanying Documentation.
2. GIS SOFTWARE
   1. Without limiting the generality of this **Schedule C (Maintenance and Support Services)**, the Service Provider will provide the specific Maintenance Services in respect of the GIS Software as set out in this **Clause 2**.
   2. The Service Provider will promptly notify SARS of any Upgrades or New Release of the GIS Software and provide SARS with each notification, release notes specifying:
      1. the nature of such Upgrades or New Release; and
      2. any adverse effects which the Upgrades or New Release may be expected to have, including, without limitation, any expected degradation in performance of the GIS Software.
   3. The Service Provider undertakes that such release notes will contain sufficient information to enable SARS to determine whether such Upgrade or New Release will be appropriate to the requirements of SARS. SARS will, at its election, upon written notification to Service Provider, evaluate the Upgrade or New Release and will indicate to the Service Provider whether it wishes to install such Upgrade or New Release.
   4. The Service Provider will, within 7 (seven) days of receipt of a notification referred to in **Clause 2.2** above, deliver to SARS the object code of the Upgrade or New Release in machine readable form together with any amendments to the Documentation (or updated Documentation, as the case may be) which will be necessary to describe and enable proper use of the improved facilities and functions of the Upgrade or New Release.
   5. The Service Provider will make a specialist available to SARS, to provide ongoing operational support of the GIS Software during the implementation, optimisation and upgrade of the GIS Software as such requirements arise or New Releases become available and ensure that it is available at all times during any SARS evaluation period to provide assistance to SARS in this respect.
   6. In the event that SARS elects not to evaluate and / or install the Upgrades or New Release, the Service Provider shall continue to provide any Services to SARS in respect of the release in use by SARS excepting that the Service Provider will not be obliged to provide any Services to SARS should SARS not install any Upgrades or New Releases for a period of 3 (three) years.

1. SINGLE POINT OF CONTACT
   1. As part of the Support Services, the Service Provider will provide a single point of contact, as described in this **Clause** 3 (the “**SPOC**”) for all communications between the Parties relating to the performance, receipt and use of the Services (“**Contacts**”). The SPOC will provide primary support for resolution of Incidents, Problems or requests relating to the Services and will provide a seamless interface for other communications or activities relating to the Services. The SPOC will provide SARS with second level support relating to the Services through the SPOC. For clarity, the SPOC will not be used as the primary interface to the Service Provider by SARS end users. No Charge will be levied by the Service Provider for the provision of the SPOC.
   2. **Contacts**
      1. The Service Provider will log all Contacts. Contacts may relate to known or suspected Incidents or Problems, requests for changes to existing or New Services, or any questions relating to the use of the Services.
      2. The Service Provider will report to SARS monthly on the number and status of Contacts received. Contacts will be categorized as follows:
   3. Incidents or Problems relating to the Services;
   4. questions relating to the Services;
   5. requests for changes to the Services;
   6. other issues or questions relating to the Services; or
   7. issues or questions that do not relate to the Services ("**Out of Scope Contacts**").
      1. The SPOC will be able to receive Contacts by email, telephone and sms from any person or persons nominated by SARS.
      2. With respect to Contacts that are received via telephone, the SPOC will resolve as many such Contacts as possible during the initial Contact without transferring or escalating the Contact.
   8. **Out of Scope Contacts**

With respect to Contacts that do not relate to the Services, the Service Provider will ensure that the person, who made the Contact on behalf of SARS, is informed that the Contact is out of the scope of the Services. No Charge will be levied by the Service Provider for the receipt or notification of out of scope requests.

* 1. **Resources**

The Service Provider will ensure that the Service Provider Staff members providing SPOC functions will be trained in, or will otherwise be made knowledgeable about, the Services and SARS environment. The Service Provider will provide sufficient numbers of Staff with the requisite training to be able to address the SARS specific issues and questions. The Service Provider will develop and maintain a knowledge base to aid its Staff providing SPOC functions.

* 1. **Hours of Service**

The Service Provider will provide contact information so that the Service Provider Staff providing SPOC functions can be accessed as follows:

* + 1. matters relating to Critical and High Incidents: 24x7; and
    2. matters relating to Medium and Low Incidents: 7h00 to 17h00 on business days.

1. INCIDENT AND PROBLEM MANAGEMENT SERVICES

As part of the Support Services, the Service Provider will perform the Services described in this **Clause** 4 (the “**Incident and Problem Management Services**”) and will do so in accordance with the processes and procedures set forth or referred to herein or as determined by SARS from time to time. In performing the Incident and Problem Management Services, the Service Provider will minimise the adverse effect of Incidents and Problems on the SARS operations and the Services as well as proactively minimise the impact to prevent the occurrence of Incidents and Problems.

* 1. **Procedures**
     1. **Development**
  2. Within 10 (ten) business days after the Effective Date, the Service Provider will prepare for review and approval by SARS detailed processes and procedures for the management of Incidents and Problems (the “**Incident Management Procedures**” and “**Problem Management Procedures**” respectively). The Service Provider will incorporate the comments of SARS on such procedures and include such SARS policies and procedures promptly but in no event later than 10 (ten) days after SARS has provided its comments. The Incident and Problem Management Procedures will be consistent with the processes and procedures set forth in this **Clause** 4.
  3. The Service Provider will follow the Incident and Problem Management Procedures from the date that they have been approved by SARS. Before such date, the Services Provider will follow the processes and procedures regarding Incident and Problem Management that are set forth in this **Clause** 4 supplemented with the Service Provider’s own standard processes and procedures (to the extent they are not inconsistent with this **Clause** 4).
     1. **Updates**

The Service Provider will promptly update the Incident and Problem Management Procedures to reflect any changes made by SARS to the SARS Incident and Problem management procedures. The Service Provider will submit the revised Incident and Problem Management Procedures to SARS for its review and approval in the same manner as set forth in **Clause 4.1.1** above.

* 1. **Classification**
     1. The Service Provider will analyse all Incidents and Problems in accordance the SARS then-current policies and procedures relating to Incident and Problem Management and will confer with SARS so as to correctly classify and categorise Incidents and Problems. The analysis will include an impact analysis assessing the seriousness of the Incident or Problem and its effect on the Services. If there is a disagreement as to the priority level that should be assigned to an Incident of Problem, the priority level will be that prescribed by SARS.
     2. The SARS Impact and Urgency classifications which are applicable at the Effective Date are set forth in **Clause** 5 of this **Schedule C (Maintenance and Support Services)**. Factors to be considered in determining the classification of an Incident or Problem will include:
  2. category – identifying the relevant domain, for example hardware or software (including Software);
  3. impact – on the business of SARS;
  4. urgency – extent to which deferral of the solution is acceptable;
  5. priority; and
  6. status – e.g. Incident, Problem, Known Error, resolved, closed pending post implementation review.
     1. **Re-categorisation of Recurring Incidents or Problems**

The Service Provider will re-categorise recurring Incidents and Problems to a higher Impact and Urgency classification in accordance with the Incident and Problem Management Procedure.

* + 1. These classifications and categorisations will be updated to reflect any changes during the resolution of the Incident of Problem. For example, new Incidents may increase the Impact and Urgency, and accordingly priority, of a Problem.
  1. **Recording**
     1. The Service Provider will, at all times during the Term of the Agreement, capture and store Incident and Problem records (trouble ticket) immediately upon their earliest detection. The manner in which an Incident or Problem may be detected include:
  2. Contact as detailed in **Clause 3.2** of this **Schedule C (Maintenance and Support Services)**;
  3. notification by the Service Provider's other customers;
  4. proactively generated from a system; or
  5. from any other source.
     1. Trouble tickets will contain appropriate information relating to each Incident and Problem, including:
  6. details of the Incident or Problem symptoms;
  7. an initial Incident or Problem categorisation;
  8. the impact of the Incident or Problem; and
  9. all other information specified elsewhere in this **Clause** 4.
     1. The Service Provider’s records of Incidents or Problems will enable the Service Provider to measure and improve the affected processes, provide information required for other service management processes, report on progress and will associate and record details of all Incidents caused by one or more Problem(s), including Incidents that recur or are expected to recur, as well as any single significant Incident.
     2. To avoid duplicating an Incident or Problem, the Service Provider will investigate and assess whether any similar open Incidents or Problems have been logged and / or recorded. If similar open Incidents or Problems have been logged and / or recorded, the Service Provider will update the Incident or Problem information and link the newly reported Incident or Problem to the existing Incident or Problem record. Further, Incidents or Problems similar to any new Incidents or Problem will also be noted and addressed (including being made a part of the Incident or Problem Management reporting to SARS) by the Service Provider. The Service Provider will identify and analyse the reasons for any differences in the effectiveness of the resolution for similar Incidents or Problems.
  10. **Proactive Incident and Problem Management**
      1. The Service Provider will, utilising the manner in which Incidents and Problems may be detected as set out in **Clause 4.3** of this **Schedule C (Maintenance and Support Services)**, monitor all relevant sources of information reporting known Incidents and / or Problems and inform SARS within 2 (two) business days of publication of any known Incidents or Problem that may affect the Services or the GIS in any way.
      2. The Service Provider will use Commercially Reasonable Efforts to proactively prevent Incidents and Problems, including by means of performing trend analysis and identifying potential Incidents and / or Problems before they occur. The Service Provider will use Commercially Reasonable Efforts to prevent failures from spreading. The Service Provider will identify and investigate weaknesses of infrastructure components.
  11. **Problem Control**

The Service Provider will be responsible for identifying Problems and, subject to SARS providing access to the GIS when reasonably required, investigating their root cause in accordance with the terms of this **Clause 4.5** (“**Problem Control**”). When the Problem investigation has resulted in the identification of the root cause of a Problem and a resolution / method of resolution to the Problem, the Problem will be classified as a "**Known Error**". The Service Provider will record all Known Errors against the current and potentially affected Services in addition to the element at fault and any workarounds. A Known Error will not be closed until it has been resolved. In performing Problem Control, the Service Provider will perform the following Services:

The Service Provider will:

* + 1. participate in formal root cause analysis to identify the origin of each Problem that resulted from a High Impact Incident or results in repeat Incidents. The Service Provider will use Commercially Reasonable Efforts to eliminate the root cause of each Problem and prevent recurrence of such Problem, including by means of performing a detailed review of each such Problem;
    2. facilitate Problem Management Service investigations and review of Problems, including identifying Problem trends;
    3. adhere to the mutually agreed Problem escalation path;
    4. report to SARS during the normal reporting cycle the results of any root causes analyses conducted with respect to Problems that were not the result of a High Impact Incident;
    5. conduct all root cause analyses in accordance with the applicable procedures set forth in the policies and procedures of SARS; and
    6. with respect to each Problem that gave rise to a Service Level Failure; or results from a High Impact Incident; provide SARS with:
  1. a plan for correcting such Problem and preventing its recurrence;
  2. reasonable evidence that the Problem has been corrected and will not recur; and
  3. a detailed explanation of the Service Provider’s contingency plan.
  4. **Error Control**

The Service Provider will, subject to SARS providing access to the GIS when reasonably required, monitor and manage Known Errors until they are successfully resolved (“**Error Control**”). The Service Provider will perform Error Control in accordance with the Operational Change Management Procedures of SARS and evaluate the changes in a Post-Implementation Review, as described in **Clause 4.10** of this **Schedule C (Maintenance and Support Services)**. The Service Provider will monitor and report on all Known Errors from their identification through to their resolution.

* 1. **Communications**

The Service Provider will keep SARS apprised of the status of Incident and Problem Management Service activities on an ongoing basis in accordance with the notification and escalation processes set forth in the Incident and Problem Management Procedure. The Service Provider’s obligations in such regard will include:

* + 1. documenting and maintaining in the Incident and Problem Management Procedures processes and procedures for notifying SARS of Incidents / Problems, escalation paths, contacts and timescales;
    2. alerting SARS of any Incidents or Problems in accordance with the Incident and Problem Management Procedures;
    3. informing the SARS Incident / Problem manager about the estimated maximum time to resolve the Incident / Problem, and apprising him or her of progress on an ongoing basis and at interval requested by the SARS Incident / Problem manager;
    4. at the request of SARS, providing SARS with a preliminary report of the Incident or Problem on an expedited basis;
    5. alerting SARS of any Incidents and Problems in accordance with the Service Levels; and
    6. notifying the SARS Incident and Problem Management Services team promptly in accordance with the Incident / Problem Management Procedure in the event that an Incident is likely to require a Problem investigation.
  1. **Resolution and Recovery**
     1. The Service Provider will provide the necessary Incident and Problem Management Services to assist SARS in resolving each Incident and Problem permanently and return the affected Services to full performance in accordance with this Agreement, including the Service Levels, as soon as possible with the least possible impact on the operations of SARS and the affected users.
     2. The Service Provider will provide SARS with prior notice of any temporary “*work-around*” or permanent solution that:
  2. may have a further impact on the Services or on SARS;
  3. represents a departure from the processes of SARS; or
  4. materially increases or is likely to materially increase the workload of the SARS Staff, systems or costs.
     1. In addition to the Incident and Problem Management Procedures, the Service Provider will follow the processes as determined by SARS with regard to Incidents and Problems classified as “Critical” in terms of **Clause** 5 of this **Schedule C (Maintenance and Support Services)**.
  5. **Completion and Closure**
     1. When Incidents and Problems are resolved, the Service Provider will record Incidents, Problems and Known Errors as resolved.
     2. Only SARS will be entitled to close Incidents, Problems. SARS may use any means necessary to verify that the Incident or Problem has actually been resolved. If the Incident or Problem has not been resolved, the Service Provider will re-commence Incident or Problem resolution and will resolve the Incident or Problem. The period during which the Incident of Problem was thought to be resolved (but was in fact not resolved) will be included for the purposes of calculating the time to resolution of the Incident or Problem.
     3. The Service Provider will participate in Incident or Problem post mortem and improvement activities to prevent the re-occurrence of the Incident or Problem.
  6. **Post-Implementation Review (“PIR”)**
     1. Once implemented, all changes to resolve Problems and Known Errors will be reviewed in a PIR.
     2. SARS will not close the Problem until:
  7. the PIR has been completed;
  8. any other steps mandated by SARS have been completed; and
  9. the Parties agree (acting reasonably) that the change(s) was (were) implemented in such a fashion so as to resolve the Problem or Known Error.

In such case, all related Problem and Known Error records, together with their associated Incident records, will be closed by SARS.

* + 1. For Problems designated as major by SARS, a separate Problem review will promptly be undertaken jointly by the Service Provider and SARS to identify:

1. what aspects of the Problem Management Services was / were not performed well;
2. how the performance of the Problem Management Services can be improved; and
3. recommendations for the Service Provider to prevent a recurrence of the Problem.
   1. **Incident Management Services Outputs**

For the avoidance of doubt, the outputs of Incident Management Services include the Service Provider's provision of:

* + 1. Incident Management Procedures; and
    2. management information relating to Incident Management Services, as requested by SARS from time to time (e.g. status, updates, efficiency and effectiveness, other management or performance metrics).
  1. **Problem Management Services Outputs**

For the avoidance of doubt, the outputs of Problem Management Services include the provision by the Service Provider of:

* + 1. Problem Management Procedures;
    2. a Known Error database, which is a subset of the Problem Management Services system;
    3. up-to-date Problem records (updated with information about status, Known Errors, solutions and / or workarounds);
    4. closed Problem records (once the root cause has been eliminated and the Problem resolved);
    5. matches of Incidents to Problems and Known Errors;
    6. Problem reports indicating history and status of Problems, categorised by type, time period, and status as reasonably requested by SARS from time to time; and
    7. management information relating to Problem Management Services as requested by SARS from time to time (e.g., status, updates, efficiency and effectiveness, other management or performance metrics).

1. CATEGORISATION OF PRIORITIES

SARS Impact and Urgency classifications as of the Effective Date are set out in the table in this **Clause** 5.

|  | **Priority Classification** | | | |
| --- | --- | --- | --- | --- |
|  | **Critical** | **High** | **Medium** | **Low** |
| **Effect** | **Extensive / Widespread** | **Significant / Large** | **Moderate / Limited** | **Minor / Localised** |
| **Impact** | Major Service disruption affecting a large number of users (50% fifty percent).  Critical business commitments cannot be met. | System or application is usable, however with severe restrictions.  Performance is severely degraded.  Business commitment may be delayed. | Incident affecting one or more user.  Performance levels are within acceptable limits. Business commitment can still be met, however a resolution is required. | Incident that does not directly affect the business or productivity.  Workaround is available. |
| **Urgency** | Immediate resolution required within business hours. | Resolution required within 2 (two) business days. | Resolution required within 5 (five) business days. | Resolution required within 20 (twenty) business days. |

1. ESCALATION

The Service Provider will escalate matters in the following order of priority, starting with number one below:

| **No.** | **Designation** | **Name** | **Telephone** | **Cell phone** | **E-mail** |
| --- | --- | --- | --- | --- | --- |
| 1. |  |  |  |  |  |
| 2. |  |  |  |  |  |
| 3. |  |  |  |  |  |

SARS will escalate matters in the following order of priority, starting with number one below:

| **No.** | **Designation** | **Name** | **Telephone** | **Cell phone** | **E-mail** |
| --- | --- | --- | --- | --- | --- |
| 1. |  |  |  |  |  |
| 2. |  |  |  |  |  |
| 3. |  |  |  |  |  |

**[Note: to be completed]**

SCHEDULE D: ADDITIONAL SERVICES

Further to the provisions of the Agreement relating to the description of the Services, this **Schedule D (Additional Services)** sets forth details of additional Services that the Service Provider may provide to SARS in accordance with the provisions and for the duration of the Agreement.

1. GENERAL
   1. The Parties may from time to time, as set out in this Agreement, include under the Agreement, Work Orders, Change Orders and purchase orders issued by SARS pertaining to additional Services or changes to the Services provided by the Service Provider to SARS (“**Additional Services**”). Work and Change Orders will substantially comply with the Work Order template annexed hereto as **Appendix D-1 (Form of a Work Order)** or Change Order template annexed hereto as **Appendix D-2 (Form of a Change Order)**.
   2. The Service Provider will provide the Additional Services to SARS subject to the terms and conditions of this Agreement generally and in particular subject to and in accordance with this **Schedule D (Additional Services)** as well as the terms and conditions set forth in the relevant Work and / or Change Order.
   3. The Parties expressly agree that no purchase order, quote, proposal or other ordering document which purports to modify or supplement this Agreement will add to or vary the terms of this Agreement even if signed or initialled by both Parties.
   4. The Service Provider will charge for Additional Services only as provided in **Schedule E (Charges, Invoicing and Payments)**.
   5. SARS may decide to perform the Additional Services itself, award Additional Services to the Service Provider, or award Additional Services to a Third Party Supplier at its sole discretion.
   6. For any services required by SARS for which the Service Provider wishes to tender or bid and which are the subject of the general tender or procurement procedures of SARS, the Service Provider will be required to comply with the specific requirements in respect of such tender or procurement procedure and general procurement policy requirements, notwithstanding anything to the contrary set out in this Agreement. SARS does not in any way guarantee that the Service Provider will be the successful bidder should it in fact be eligible to bid for the work in question.
2. PROPOSALS AND QUOTATIONS

In additions to the provisions in **Clause 2.3** of the **Main Agreement**, where SARS requests the Service Provider to provide a proposal or quotation, the Service Provider will:

* 1. furnish SARS with a detailed written quotation or proposal upon which will be stated:
     1. sufficient detail as to the Services to be provided and timeframes for performance;
     2. checklists of all Deliverables;
     3. the applicable completion and acceptance criteria;
     4. the technical specifications;
     5. an implementation plan;
     6. additional warranties;
     7. an all-inclusive price and method of payment for such Services (with the components of the quoted pricing being specified);
     8. maintenance and maintenance cost;
     9. the details as to the date until which the quotation will be open for acceptance by SARS; and
     10. any other information required by SARS;
  2. within 8 (eight) Business Hours, provide SARS, in writing or by e-mail, with a committed date for the delivery of the proposal or quotation. The Service Provider will deliver the proposal or quotation, complete in every respect on or before the committed date.

1. CONSULTING SERVICES
   1. The Service Provider shall provide SARS with ad hoc advisory services related to the Services, including advising and recommending continuous improvements and possible technological enhancements at no additional cost.
   2. Formal consulting assignments (“**Consulting Services**”) will be charged on a Time and Materials Basis or, if the Parties agree, on a fixed price basis. The Service Provider will only commence rendering the Consulting Services on the receipt of a valid SARS purchase order for such Consulting Services.
2. TRAINING SERVICES
   1. The Service Provider will provide training Services related to the GIS (“**Training Services**”) as may be required by SARS from time to time. SARS accepts that the ability of the Service Provider to provide the Training Services may be limited by seat availability or the schedule of the offered courses.
   2. In the event that the Service Provider cannot itself provide the training requested by SARS, the Service Provider will facilitate the provision of the training from a Third Party service provider. The facilitation of training will include:
      1. making reservations;
      2. performing any administrative task as necessary to ensure the training will be provided;
      3. making deposit payments to the Third Party service provider (if any); and
      4. making final payments to the Third Party service provider (if any).
   3. Any Training Services will be charged in accordance with **Table E-1-2 (GIS Software Charges)** and the Service Provider will only commence rendering the Training Services on the receipt of a valid SARS purchase order for such Training Services.
3. NEW SERVICES AND PROJECTS
   1. From time to time, SARS may require New Services and / or Projects from the Service Provider. All Projects will be new initiatives over and above the Services.
   2. In response to a request from SARS, the Service Provider will submit a proposal / quote that complies with the requirements of **Clause** 2 of this **Schedule D (Additional Services)** with proposed charges in accordance with **Clause** 4 of **Appendix E-1 (GIS Charges)**.
   3. The Parties will promptly meet to discuss such proposal / quote and to negotiate the scope of the New Service / Project in question. If the Parties do not reach agreement, SARS may elect in its sole discretion to have the Service Provider perform the New Service / Project and the Service Provider will perform the New Service / Project on a Time and Materials Basis. Additional expenses or costs incurred by the Service Provider in respect of any New Service / Project for hardware or materials used by the Service Provider as part of the New Service / Project will only be chargeable to SARS where SARS has pre-approved such expenses or costs in writing.
   4. SARS may in its sole discretion allocate Service Levels to New Services and Projects.
   5. It is the intention of the Parties that on acceptance of any proposal or quotation by SARS a Work or Change Order will be concluded in accordance with **Appendix D-1 (Form of a Work Order)** and **Appendix D-2 (Form of a Change Order)**, with such New Services and / or Projects being governed by the terms and conditions of this Agreement.

APPENDIX D-1: FORM OF A WORK ORDER

THIS WORK ORDER NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated as of [\_\_\_\_\_\_\_\_\_\_\_\_] (the “**Work Order Commencement Date**”) is being executed pursuant to the Geographic Information System Agreement (the “**Agreement**”) between the South African Revenue Service ("**SARS**”) and, (Registration No. \_\_\_\_\_\_\_\_) (the "**Service Provider**”) dated as of the \_\_\_\_\_\_\_\_, the terms of which are incorporated herein by reference (the “**Work Order**”). Capitalised terms used but not defined herein will have the meanings given to them under **Annexure A (Glossary)** to the aforesaid Agreement.

1. DESCRIPTION OF THE SERVICES

**[Note to the Parties: Please insert a description of the Services.]**

1. DURATION / DELIVERABLES AND TIMELINE

**[Note to the Parties: delete whichever is not applicable]**

* 1. This Work Order will commence on the Work Order Commencement Date and will terminate on [\_\_\_\_\_\_\_\_\_\_\_\_] unless extended or terminated earlier in accordance with the Agreement.
  2. The Service Provider will modify, plan, design, develop and / or implement the Deliverables that are identified and described in **Table D-1-1**.

**[Note to the Parties: In the case of Projects, please identify each Deliverable and provide the other information required to complete Table D-1-1]**

| **Table D-1-1** | | |
| --- | --- | --- |
| **Name of Deliverable** | **Description** | **Key Milestones and Timeline** |
|  |  |  |

**[Note to the Parties: In the case of New Services and / or applicable maintenance and support, please identify the scope of the New Service and provide the other information required to complete Table D-1-2]**

| **Table D-1-2** | |
| --- | --- |
| **Scope** | **Description** |
|  |  |

1. INTELLECTUAL PROPERTY

**[Note to the Parties: modify if necessary]**

Subject to the provisions of **Clause** 9 of the **Main Agreement**, SARS will retain all right, title and interest in and to all Deliverables developed or generated for SARS in terms of this Work Order. The Service Provider hereby grants to SARS and its subsidiaries, a perpetual, enterprise wide licence to use, copy, deploy and install such Deliverables on a non-exclusive and non- transferable basis on the terms and conditions contained in the Agreement. Where the Service Provider does not hold the right, title and interest in such Deliverables, including all Intellectual Property rights and / or other proprietary rights in such materials, the Service Provider will procure the rights as set out above for SARS from the relevant Third Party service provider.

1. SERVICE LEVELS AND SERVICE LEVEL CREDITS

**[Note to the Parties: Please list any applicable Service Levels and Service Level Credits]**

1. THE SERVICE PROVIDER CHARGES
   1. The Service Provider’s Charges for Deliverables / Services under this Agreement will be the amount of R [\_\_\_\_\_\_\_\_\_\_\_\_] in accordance with **Table D-1-3** below:

|  |  |
| --- | --- |
| **Table D-1-3** | |
| **Name of Deliverable / New Service** | **Allocated Portion of the Fixed Price** |
|  |  |
| **Total:** |  |

**[Note to the Parties: Please list the name of each Deliverable / New Service identified in Table D-1-3 and Payment Milestones for each such Deliverable / New Service in Table D-1-4. Table D-1-4 may be adapted to suit the requirements]**

| **Table D-1-4** | | | |
| --- | --- | --- | --- |
| **Name of Deliverable / New Service** | **Payment Milestones for such Deliverable / New Service** | **Amount to be Paid Upon Achievement of Milestone** | **Dates that Payment Milestones are to be Achieved** |
|  |  |  |  |
| **Total:** | |  |  |

The Parties’ duly authorised representatives hereby confirm their acceptance of this Work Order.

|  |  |
| --- | --- |
| Service Provider:  By:  Printed:  Title:  Date:  Service Provider:  By:  Printed:  Title:  Date: | South African Revenue Service  By:  Printed:  Title:  Date:  South African Revenue Service  By:  Printed:  Title:  Date: |

APPENDIX D-2: FORM OF A CHANGE ORDER

THIS CHANGE ORDER NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated as of [\_\_\_\_\_\_\_\_\_\_\_\_] (the “**Change Order Commencement Date**”) is being executed with respect to the Services / Work Order #\_\_\_\_\_\_\_\_\_\_\_\_ and pursuant to the Geographic Information System Agreement (the “**Agreement**”) between the South African Revenue Service ("**SARS**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Registration No. \_\_\_\_\_\_\_\_\_\_\_\_\_) (the "**Service Provider**”) dated the \_\_\_\_\_\_\_\_\_\_\_\_\_\_, the terms of which are incorporated herein by reference. Capitalised terms used but not defined herein will have the meanings given to them under **Schedule A (Glossary)** of the aforesaid Agreement.

All terms and conditions of the Services / Work Order not specifically amended in terms of this Change Order will remain in full force and effect. Any conflict between the terms and conditions of this Change Order, Work Order and or the Agreement will be addressed in accordance with **Clause** 2 of the **Main Agreement**.

1. DESCRIPTION OF THE CHANGES TO SERVICES

**[Note to the Parties: Please insert a description of the changes to the Services / Work Order provided under this Change Order. Upon execution of this Change Order the Service Provider will implement such changes. For purposes of clarity, New Service and / or Projects will be provided only under Work Orders and not under Change Orders.]**

1. CHANGES TO DURATION / DELIVERABLES AND TIMELINE

**[Note to the Parties: delete whichever is not applicable]**

* 1. This Change Order will commence on the Change Order Commencement Date and will terminate on [\_\_\_\_\_\_\_\_\_\_\_\_] unless extended or terminated earlier in accordance with the Agreement.
  2. The Service Provider will modify, plan, design, develop and / or implement the Deliverables that are identified and described in **Table D-2-1**.

**[Note to the Parties: In the case of a Work Order, please identify each Deliverable and provide the other information required to complete Table D-2-1]**

| **Table D-2-1** | | |
| --- | --- | --- |
| **Work Order Reference Number** | **Description of the Change to the Deliverable** | **Key Milestones and Timeline** |
|  |  |  |

**[Note to the Parties: In the case of the Services and / or applicable maintenance and support, please identify the Work Order Reference Number and provide the other information required to complete Table D-2-1]**

| **Table D-2-2** | | |
| --- | --- | --- |
| **Work Order Reference Number** | **Description of the Change to the Scope** | **Description** |
|  |  |  |

1. SERVICE LEVELS AND SERVICE LEVEL CREDITS

**[Note to the Parties: Please list any applicable changes to or new Service Levels and Service Level Credits]**

1. THE SERVICE PROVIDER CHARGES

The Service Provider’s Charges for Deliverables / Services under this Agreement will be the amount of R [\_\_\_\_\_\_\_\_\_\_\_\_] in accordance with **Table D-2-3** below:

|  |  |
| --- | --- |
| **Table D-2-3** | |
| **Description of Deliverable / Service** | **Allocated Portion of the Fixed Price** |
|  |  |
| **Total:** |  |

**[Note to the Parties: Please list the name of each Deliverable / Services identified in Table D-2-3 and Payment Milestones for each such Deliverable / New Service in Table D-2-4. Table D-2-4 may be adapted to suit the requirements]**

| **Table D-2-4** | | | |
| --- | --- | --- | --- |
| **Name of Deliverable / Service** | **Payment Milestones for such Deliverable / Service** | **Amount to be Paid Upon Achievement of Milestone** | **Dates that Payment Milestones are to be Achieved** |
|  |  |  |  |
| **Total:** | |  |  |

The Parties’ duly authorised representatives hereby confirm their acceptance of this Change Order.

|  |  |
| --- | --- |
| Service Provider:  By:  Printed:  Title:  Date:  Service Provider  By:  Printed:  Title:  Date: | South African Revenue Service  By:  Printed:  Title:  Date:  South African Revenue Service  By:  Printed:  Title:  Date: |

SCHEDULE E: CHARGES, INVOICING AND PAYMENTS

1. GENERAL
   1. This **Schedule E (Charges, Invoicing and Payments)** details how the Charges payable by SARS to the Service Provider pursuant to this Agreement are to be calculated, invoiced and paid.
   2. Charges under this **Schedule E (Charges, Invoicing and Payments)** are the only amounts payable by SARS to the Service Provider for the Services or otherwise in connection with this Agreement, and no other charges, expenses, costs or other amounts incurred by the Service Provider will be chargeable to or payable by SARS to the Service Provider.
   3. Unless otherwise specifically provided in this Agreement, the Charges will include all incidental expenses (e.g. travel) that the Service Provider incurs in performing the Services.
   4. The Service Provider will not be entitled to:
      1. impose or seek payment of any amounts or charges under the Agreement other than the Charges;
      2. establish any new types of charges under the Agreement; or
      3. modify any of the Charges under the Agreement;

unless SARS has agreed thereto in writing.

* 1. Any adjustment of the Charges will be subject to written agreement between the Parties.

1. INVOICING REQUIREMENTS AND PAYMENT
   1. **Performance Bond** 
      1. Where applicable, in accordance with the provisions of RFP 10/2024, the Service Provider will post on the Effective Date, a performance bond by a financial institution approved by SARS and in the form prescribed by SARS or, if SARS does not prescribe a form, in a form proposed by the Service Provider and approved by SARS in its sole discretion ("**Performance Bond**"). Notwithstanding the generality of the above, such Performance Bond will secure the Service Provider’s obligations in terms of this Agreement.
      2. The Service Provider will not be absolved of any of its obligations and liabilities under this Agreement by virtue of it having obtained the Performance Bond required in terms of this **clause 2.1** of **Schedule E**.
      3. SARS will be entitled to encash the Performance Bond if:
         1. an event occurs in respect of which this Agreement permits SARS to recover a penalty from the Service Provider and the Service Provider fails to pay such penalty when it is due in terms of this Agreement or otherwise upon demand by SARS; or
         2. the Service Provider materially breaches this Agreement and such breach is reasonably considered by SARS to be irremediable; or
         3. the Service Provider materially breaches this Agreement and such breach is reasonably capable of being remedied but the Service Provider fails to remedy such breach when called upon by SARS to do so.
         4. If SARS encashes the Performance Bond in terms of **clause 2.1.3 of Schedule E**, SARS will be entitled to recover from the proceeds of the Performance Bond all of (i) SARS's Losses occasioned by the Service Provider; (ii) all amounts for which the Service Provider is liable in terms of any indemnities given by it to SARS; (iii) all penalties which SARS is entitled to impose upon the Service Provider; (iv) all legal costs which SARS is entitled to recover from the Service Provider in asserting SARS's rights under this Agreement and the Performance Bond; and (v) any other amounts which may be owing by the Service Provider to SARS, of whatever nature and however arising; provided always that the provisions of this clause d) **of Schedule E** will never be construed as in any way limiting SARS's right of recovery to the full value of the Performance Bond.
      4. In the event of SARS:
         1. cancelling this Agreement pursuant to any matter referred to in **clause 2.1.3 of Schedule E**, after SARS has recovered all amounts which may be owing to SARS by the Service Provider in terms of clause 2.1.3.d) of Schedule E SARS will pay the balance, if any, to Service Provider;
         2. not cancelling the Agreement pursuant to any matter referred to in clause 2.1.3, the Service Provider will, at the election of SARS:
            1. pay to SARS an amount equal to that which SARS is entitled to recover from Service Provider in connection with such matters and in accordance with the provisions of clause 2.1.3.d), so that SARS holds in trust (either itself or in escrow with its attorneys) an amount equal to that which was represented by the Performance Bond prior to SARS recovering the amounts owing to it in accordance with clause 2.1.3.d) of Schedule E; or
            2. deliver to SARS a new Performance Bond for the same value as that of the original Performance Bond (and for which purpose clause 2.1.1 of Schedule E will again apply, *mutatis mutandis*) against delivery of which SARS will pay to the Service Provider the balance, if any, of the amounts remaining from the previous Performance Bond following SARS's recovery of the amounts owing to it in terms of clause 2.1.3.4 of Schedule E.
      5. Upon SARS receiving a replacement Performance Bond in terms of clause **2.1.4.2.2** of **Schedule E**, the provisions of this **clause 2.1 of Schedule E** will apply in respect of such new Performance Bond.
   2. Charges for the GIS are firm once-off Charges which will be invoiced by the Service Provider upon successful installation and acceptance by SARS.
   3. Maintenance and Support Services Charges will be invoiced annually in advance and will, during the Term, be adjusted by CPI on the anniversary of the Effective Date.
   4. Consulting Services, Training Services, New Services and Projects, if requested by SARS, will be invoiced monthly, upon the acceptance by SARS of delivery milestones, unless otherwise agreed between the Parties.
   5. Each invoice provided by the Service Provider will contain or have attached such information, and be in such form and on such media as SARS may reasonably request.
   6. Invoiced Charges will be reduced by 1 (one) percent if SARS does not receive the invoice by the 20th (twentieth) day of the month in which the Service Provider is obligated to deliver such invoice and by a further 1 (one) percent for each month thereafter until SARS receives the invoice.
   7. SARS will not be obliged to pay any amounts that are invoiced more than 120 (one hundred and twenty) days after the Services were rendered.
   8. Each invoice will consist of or have attached:
      1. a statement of the total amount due which will be itemised per Service. The Service Provider will provide to SARS the calculation of the Charges;
      2. copies of daily time cards signed by an authorised SARS representative for any work performed by the Service Provider Staff on a Time and Materials Basis; and
      3. any additional details and information reasonably specified by SARS, in the format reasonably specified by SARS from time to time.
   9. The Service Provider will maintain complete and accurate records of, and supporting documentation for, the amounts invoiced to and payments made by SARS hereunder in accordance with generally accepted South African accounting practice (compliant with IAS and IFRS) applied on a consistent basis.
   10. Within 10 (ten) days after a request by SARS, the Service Provider will provide SARS with any other documentation or information reasonably required in order to verify the accuracy of the Charges on an invoice and its compliance with the requirements of the Agreement.
   11. The Service Provider will verify that each invoice is complete and accurate and that it conforms to the requirements of the Agreement (including by carrying out detailed checks of each invoice) before issuing the invoice to SARS.
   12. Subject to **Clause** 6 of the **Main Agreement**, the Service Provider will provide appropriately skilled Service Provider Staff as the SARS point of contact for answering invoicing queries. Such individuals will respond promptly to any billing queries. If required by SARS, such Service Provider Staff will meet with the applicable SARS Staff to review a draft of the invoice, prior to the issuance of each invoice.
   13. SARS will pay undisputed Charges to the Service Provider following receipt of each invoice that is accurate and meets the requirements of this Agreement. The due date for such payment will be 30 (thirty) days from receipt of the invoice by SARS.
   14. SARS may set off any amounts due from the Service Provider pursuant to this Agreement against any Charges payable by SARS pursuant to this Agreement. If the amounts payable by the Service Provider to SARS exceed the Charges payable by SARS to the Service Provider pursuant to an outstanding invoice under this **Schedule E (Charges, Invoicing and Payments)** then, at the option of SARS, the Service Provider will either:
       1. issue a credit note for the net amount which SARS may set off against any other invoices rendered by the Service Provider; or
       2. pay the amount to SARS.

1. CHARGES ON A TIME AND MATERIALS BASIS
   1. In accordance with and subject to the provisions of the Agreement, certain Services and Projects are to be charged on a Time and Materials Basis. This method of charging and the amount to be charged will at all times be subject to the written pre-approval of SARS.
   2. Time and Materials Charges (both during and outside business hours) will be the applicable personnel rates detailed in **Appendix E-2 (Personnel Rates and Skill Classifications)**. The Personnel Rates are set forth by skill classification and will annually be adjusted by CPI at the anniversary of the Effective Date. If there is no Personnel Rate for a skill classification required for the performance of the work to be performed on a Time and Materials Basis, the Service Provider’s rate for such skill set will be the lowest rate applicable for the next closest skill set specified in **Appendix C-1 (Personnel Rates and Skill Classifications)**, which will be subject to written approval by SARS.
   3. **Chargeable Time**
      1. For Services performed on a Time and Materials Basis, the Service Provider may charge for travel time only if the Staff performing such Services is required to travel to an office of SARS other than offices located in the Head Office Campus in Brooklyn, Pretoria.
      2. The Service Provider's Staff will accurately complete daily time sheets showing the actual time spent performing the work that is chargeable on a Time and Materials Basis.
      3. The Service Provider will perform the work to be performed on a Time and Materials Basis in a productive and efficient manner (including using the Service Provider Staff charged at the lowest appropriate rate).
   4. The Service Provider will not charge SARS for time spent by the Service Provider Staff:
      1. for performing work that is otherwise included in the Services and included in the Charges; and / or
      2. in remedying the Service Provider errors.
2. NEW SERVICES AND PROJECTS
   1. Subject to the provisions of the Agreement, to the extent that the New Services and / or Projects, or any elements thereof, is priced in the Service Provider’s Tender Response and where such prices were acceptable to SARS, provide such New Services and / or Projects elements thereof for such charges.
   2. Subject to the provisions of the Agreement, to the extent that the New Services and / or Projects or any elements thereof is not priced in the Service Provider’s Tender Response proposal, quote to SARS a reasonable fixed or unit price for such New Services and / or Projects in accordance with **Clause** 2 of **Schedule D (Additional Services)**.
   3. If the Parties do not reach agreement after such a proposal, SARS may elect in its sole discretion:
      1. decide to perform New Services and / or Projects itself or award New Services and / or Projects to a Third Party Supplier; and / or
      2. to have the Service Provider perform New Services and / or Projects, and the Service Provider will perform New Services and / or Projects on a Time and Materials Basis at the Personnel Rates.
   4. Additional expenses or costs incurred by the Service Provider in respect of any New Services and / or Projects for materials used by the Service Provider as part of the New Services and / or Projects will only be chargeable to SARS where SARS has pre-approved such expenses or costs in writing.
   5. New Services and Projects will be invoiced in accordance with the provisions of the Work or Change Order concluded in accordance with **Appendix D-1 (Form of a Work Order)** and **Appendix D-2 (Form of a Change Order)**.

1. DISPUTED CHARGES AND INVOICING ERRORS
   1. SARS may withhold payment of any charges and / or Charges that SARS disputes in good faith (or, if the disputed charges have already been paid, SARS may withhold an equal amount from a later payment), including disputes in respect of an error in an invoice or an amount paid. If SARS withholds any such amount:
      1. SARS will promptly notify the Service Provider that it is disputing such charges and / or Charges; and
      2. the Parties will promptly address such dispute in accordance with **Clause 30** of the **Main Agreement**.
   2. If the dispute relates to (or is equal to (in the case of disputed charges that have already been paid by SARS)) only certain of the Charges included on an invoice, then SARS will pay the undisputed amounts in accordance with the provisions of this **Schedule E (Charges, Invoicing and Payments)**.
   3. If an invoice is identified as incorrect by SARS, the Service Provider will either:
      1. issue a correct invoice if the amount stated on the invoice has not yet been paid; or
      2. make a correction on the next invoice if the amount has been paid by SARS;

provided, however, that the Service Provider will refund any overpayments with interest calculated at the Repo Rate for the number of days from the date of payment by SARS to the date of the refund. SARS will not be responsible for paying interest on undercharged amounts, if any.

1. TERMINATION / EXPIRATION ASSISTANCE

Subject to the provisions of the Agreement, the Service Provider may charge for assistance required by SARS to effect an orderly handover of the Services (“**Termination / Expiration Assistance**”) to a Third Party service provider prior to the effective date of termination or expiration, but only to the extent it employs incremental resources to provide such assistance, with such resources being charged to SARS on a Time and Materials Basis. The Service Provider will use Commercially Reasonable Efforts to perform the assistance without deploying incremental resources. The Service Provider will obtain written consent from SARS before deploying incremental resources.

1. TERMINATION CHARGES

SARS will under no circumstances be liable for termination charges pursuant to any termination or expiration of this Agreement.

1. CESSATION UPON PARTIAL TERMINATION OR REDUCTION IN REQUIREMENTS

If there is a termination of part of the Services in accordance with this Agreement or if SARS reduces its requirements for the Services, then any Charges that relate to the Services that are no longer being performed will immediately cease.

1. SERVICE LEVEL CREDITS

At the election of SARS, the Charges may be adjusted by the application of Service Level Credits in accordance with **Schedule F (Service Levels)**.

APPENDIX E-1: GIS CHARGES

**[Note: to be completed]**

APPENDIX E-2: PERSONNEL RATES AND SKILL CLASSIFICATIONS

**[Note: to be completed]**

SCHEDULE F: SERVICE LEVELS

1. GENERAL
   1. **Schedule F (Service Levels)** sets out the Service Levels that will apply during the Term and the method for calculating any Service Level Credits that may apply if the Service Provider fails to perform the Services in accordance with such Service Levels. **Appendix F-1 (Service Levels and Credits)** sets out the Service Levels and Service Level Credits.
   2. The Service Levels will be used to measure the Service Provider's performance of the Services. During the Term, new Service Levels may be added or substituted by written agreement between the Parties in order to achieve a fair, accurate, and consistent measurement of the Service Provider's performance of the Services.
   3. The Service Provider will monitor its performance of the Services with respect to the Service Levels on a continuous basis and will report on its performance of the Services with respect to the Service Levels as set out in **Clause** 7 of this **Appendix C-1 (Personnel Rates and Skills Classifications)**.
   4. In the event of a dispute arising regarding the accuracy of the Service Level reports produced by the Service Provider, reports produced by SARS from its Incident Management System will be regarded as correct unless the Service Provider can prove to the contrary.
2. SERVICE LEVELS

The Service Provider will, using reasonable skill and care and in a professional and workmanlike manner, for the duration of the Term, perform the Services in accordance with the Service Levels as set out in **Appendix F-1 (Service Levels and Credits)** or elsewhere in the Agreement.

1. CHANGES IN SERVICE LEVELS

The Service Levels will change annually on the anniversary of the Effective Date, SARS and the Service Provider will review the Service Levels and will make adjustments to them as appropriate to reflect improved performance capabilities associated with advances in the technology and methods used to perform the Services. The Parties expect and understand that the Service Levels will be improved over time.

1. STATUS OF SERVICE LEVEL CREDITS
   1. The following will apply in respect of Service Level Credits:
   2. The Service Level Credits are a price adjustment for the relevant period to reflect the reduced level of Service performed by the Service Provider and are not an estimate of the loss or damage that may be suffered by SARS as a result of the Service Level Failure.
   3. The payment of a Service Level Credit by the Service Provider is at the election of SARS and is without prejudice to, and will not limit, any right SARS may have to terminate this Agreement and / or seek damages or other non-monetary remedies at law or in equity resulting from, or otherwise arising in respect of, such Service Level Failure and any resulting termination.
   4. Notwithstanding the provisions of **Clauses 4.2** and **4.3** of this **Schedule F (Service Levels)**, any claim for damages resulting from such Service Level Failure, in respect of which a Service Level Credit has already been paid, will be reduced by the amount of that Service Level Credit.
2. PERFORMANCE AGAINST SERVICE LEVELS
   1. **Measurement**

Except as otherwise set out in the description of the individual Service Level, the Service Provider’s performance with respect to the Service Levels will:

* + 1. commence being measured by the Service Provider on the Effective Date; and
    2. be measured against the Service Provider’s actual performance of the Services against the Service Levels and not merely against a sampling of its performance of such Services.
  1. Except as otherwise specifically provided herein, the Service Provider will be responsible for monitoring, measuring and reporting on performance as required to apply the Service Levels.

1. ACTIONS ON FAILURES

In respect of any Service Level Failure, the Service Provider will:

* 1. investigate, assemble, report and preserve pertinent information with respect to, and report on the causes of, the Incident, including performing an appropriate root cause analysis of each Incident which led to the Service Level Failure;
  2. propose and execute a written corrective action plan;
  3. advise SARS of the status of remedial efforts being undertaken with respect to such Incident. In this respect, the Service Provider will track the status of such remedial efforts and make available such progress information to SARS;
  4. minimise the impact of the Incident, correct it, and resume meeting the Service Level as soon as possible once it is corrected;
  5. take the necessary Commercially Reasonable Efforts to employ preventive measures so that the Incident does not recur, including allocating additional Staff and resources to the performance of the Services and proposing changes to the procedures it uses to perform the Services; and
  6. the Service Provider will, on a monthly basis, perform trend analysis on the Service Level performance data. If the Service Provider or SARS identifies a trend in Service Level performance which reasonably indicates a meaningful risk of failure to meet a Service Level in future, then the Service Provider will perform a root cause analysis with respect to the trend, report to SARS on its findings and use Commercially Reasonable Efforts (as approved by SARS) to prevent the Service Level Failure from actually occurring.

1. REPORTING
   1. The following documentation will be available for inspection by SARS and will include the following information regarding a Service Level Failure:
      1. the nature of the Service Level Failure;
      2. the specific Service or Services that are impacted;
      3. the start time and date of all Service Level Failures;
      4. the time at and date on which Service is fully restored;
      5. the root cause of the Incident or other event that gave rise to the Service Level Failure;
      6. the impact of the Service Level Failure on other components of the Services and associated trend analyses; and
      7. a summary of the steps the Service Provider has taken to determine the root cause of the Service Level Failure, the steps the Service Provider has taken to restore Service, and the steps the Service Provider has taken to reduce, to the extent reasonably possible, the likelihood that such Service Level Failure will be repeated.
   2. The Service Provider will issue a report (the “**Service Level Report**”) after the end of each month during the Term of the Agreement, containing the quantified performance of the Service Provider for the month with respect to all the Service Levels as defined in this **Schedule F (Service Levels)**. The Service Level Report must be presented to SARS on or before the 10th (tenth) business day after the end of the month being reported upon.
   3. As part of the monthly Service Level Report required pursuant to **Clause 7.1** of this **Schedule F (Service Levels)**, the Service Provider will provide SARS with a soft-copy report on the Service Provider's performance against the Service Levels. Detailed supporting information for each Report will be provided to SARS in soft-copy as reasonably requested by SARS.
2. ENTITLEMENT TO SERVICE LEVEL CREDITS
   1. In no event will the total, aggregate amount of Service Credits payable by the Service Provider for a calendar month exceed 10 (ten percent) of the amounts invoiced to SARS by the Service Provider for such month (the “**At Risk Amount**”).
   2. For each Service Level Failure occurring during the Term, the Charges for the month following the month in which the Service Level Failure occurred may, at the election of SARS, be reduced by the Service Level Credits calculated in accordance with **Clause** 9 of this **Schedule F (Service Levels)**.
   3. If a single triggering event directly causes 2 (two) or more Service Level Failures in any month; and but for such event, none of such Service Level Failures would have occurred, then SARS will be entitled to receive only a single Service Level Credit (selected by SARS) and Service Level Credits will not apply to such other Service Level Failures.
3. CALCULATION OF SERVICE LEVEL CREDITS
   1. The applicable Service Level Credit payable by the Service Provider to SARS is contained in the definition of the Service Level itself.
   2. Service Level Credits will be applied against the first monthly invoice following the month in which the Service Level Failure(s) occurred. Service Level Credits arising in respect of the last month of the term of the Agreement will be withheld out of the final payment due.
4. EXCUSED PERFORMANCE
   1. Where the Service Provider can establish to the satisfaction of SARS that:
      1. the cause of its failure to achieve a Service Level was a factor or factors outside of the reasonable control of the Service Provider;
      2. the Service Provider would have achieved such Service Level but for such factor(s);
      3. the Service Provider used Commercially Reasonable Efforts to perform and achieve that Service Level notwithstanding the presence and impact of such factor(s); and
      4. the Service Provider is without fault in causing such factor(s);
   2. No Service Level Credit will be assessed against the Service Provider for any resulting Service Level Failure and the Service Provider will otherwise be excused from achieving such Service Level for as long as the circumstances relating to such factor(s) and preventing achievement of such Service Level prevail and the Service Provider continues to use its Commercially Reasonable Efforts to prevent, overcome and mitigate the adverse effects of such factor to the extent required to achieve the applicable Service Level.

APPENDIX F-1: SERVICE LEVELS AND CREDITS

* 1. GENERAL

This **Appendix F-1 (Service Levels and Credits)** sets out each Service Level and the calculations, definitions, targets and Service Level Credit amounts for each.

* 1. CONTACT RESPONSE SERVICE LEVEL
  2. **General**

The Contact Response Service Level measures the number of times the time taken by the Service Provider to respond to a contact made by SARS is in excess of the times in the table (“**Contact Response Times**”) below.

**Contact Response Times**

|  |  |
| --- | --- |
| **Contact Priority Classification\*** | **Time** |
| Emergency Down | 15 (fifteen) minutes |
| Critical | 2 (two) hours |
| Major | 6 (six) hours |
| Minor | Next business day at the same time of the day as it was reported. |

\* as defined in **Clause** 5 of **Schedule C (Maintenance and Support Services)**.

* 1. **Service Level Credit**

For each failure to respond to the contacts within the times specified above, the Service Provider will pay SARS a Service Level Credit in an amount equal to R1,000 (One Thousand Rand).

* 1. ONSITE PRESENCE SERVICE LEVEL
  2. **General**

The Onsite Presence Service Level measures the number of times the time taken by the Service Provider to achieve an onsite presence in response to a Contact made by SARS is in excess of the times in the table (“**Onsite Presence Times**”) below.

**Onsite Presence Times**

|  |  |
| --- | --- |
| **Contact Priority** | **Time** |
| Emergency Down or Critical | Within 90 (ninety) minutes. |

* 1. **Service Level Credit**

For each failure to achieve an onsite presence in response to a SARS Contact within the time specified above, the Service Provider will pay SARS a Service Level Credit in an amount equal to R1,000 (One Thousand Rand).