**SUPPLEMENTARY AGREEMENT IN RESPECT OF THE APPOINTMENT OF A**

**GROUP LIFE INSURER**

Between

**SOUTH AFRICAN REVENUE SERVICE**

An organ of state established in terms of section 2 of the South African Revenue Service Act, 1997 (Act No. 34 of 1997)

(hereinafter referred to as “**SARS**”)

and

**….**

A … incorporated in accordance with the laws of South Africa (Registration Number: …)

(herein represented by its authorised representative who warrants

that s/he is duly authorised to do so)

(hereinafter referred to as “**the Insurer**”)

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1. **INTRODUCTION**

* 1. SARS through a Request for Proposals No. **RFP39/2024** invited proposals from potential bidders for a Group Life Insurer.
  2. The Insurer submitted a proposal (“the Proposal”) in response to **RFP39/2024**.
  3. SARS accepted the Proposal of the Insurer and consequently concluded some insurance policies with the Insurer.
  4. In addition to the terms provided for in the aforementioned policies, the Parties wish to record the following terms and conditions:

1. **INTERPRETATION**
   1. The headings to the Clauses of this Agreement are for reference purposes only and will not govern or affect the interpretation of nor modify nor amplify the terms of this Agreement.
   2. Unless inconsistent with the context, the words and expressions have the following meanings and similar expressions will have corresponding meanings-
      1. **“Agreement”** means this document, RFP 39/2024, the policies issued by the Insurer to SARS pursuant to RFP39/2024, together with all annexures hereto, including all amendments, variations, and/or substitutions to the Agreement, which have been reduced to writing and signed by the duly authorised representatives of the Parties;
      2. **“Applicable Law”** means any of the following to the extent applicable to the Service Provider and where applicable, to SARS or the Services-
         1. Any statute, regulation, policy, by-law, ordinance or subordinate legislation;
         2. Any binding court order, judgement or decree;
         3. Any applicable industry code of conduct, policy or standard enforceable by law;
         4. Any applicable direction, policy or order that is given by a regulatory authority; or
         5. Relevant SARS policies;
      3. **“Effective Date”** means … 2025 irrespective of the signature date
      4. hereof;
      5. **“Parties”** means SARS and the Insurer and “Party” as the context requires is a reference to any one of them;
      6. “**POPIA**” means the Protection of Personal Information Act, 2013 (Act No.4 of 2013);
      7. **“Personal Information Processing Addendum”** means **Annexure A** hereto, which represents the written agreement between a Responsible Party and Operator contemplated in section 21 of POPIA
      8. **“RFP”** subject to any contrary indication, is reference to SARS’s Request for Proposals No. RFP 39/2024 for the appointment of a group life insurer, which is incorporated herein by reference thereto;
      9. **“SARS”** means the **SOUTH AFRICAN REVENUE SERVICE**, an organ of state established in terms of Section 2 of the South African Revenue Service Act, 1997 (Act No. 34 of 1997), with its principal address at 299 Bronkhorst Street, Nieuw Muckleneuk, Pretoria;
      10. **“Insurer”** means …, a company incorporated in accordance with the Laws of South Africa with registration number … and with its registered and principal place of businessat …; and
      11. **“Services”** means provision by the Insurer to SARS of services as more fully outlined in the RFP, the Policies and as contemplated herein, and includes those services, functions or responsibilities not specifically mentioned herein but which are reasonably and necessarily required for the proper performance and provision of the Services.
2. **CONFLICT OF PROVISIONS**
   1. It is common cause that the Services are subject to Applicable Law, and are thus highly regulated. This document therefore supplements the Policies issued in terms of RFP39/2024, and must be read as such. In the event of a conflict between the provisions of this Agreement, the Policies and Applicable Law, the Parties must endeavour to resolve the conflict through an interpretation which is consistent with Applicable Law: Provided that where Applicable Law is silent on the pertinent issue, the Parties must resort to an interpretation which is harmonious with the underlying intent and purpose of this Agreement.
3. **APPOINTMENT**

* 1. SARS appointed the Insurer to provide the Services, which appointment the Insurer has accepted.

1. **DURATION**
   1. This Agreement will commence on the Effective Date, and shall, subject to clause 6.1.3 below and Applicable Law, endure for a period of sixty (60) months until … 2030.
2. **PRICING**
   1. The Pricing as at Effective Date is guaranteed for a period of twelve months. Thereafter, as contemplated in the RFP, the Parties shall undertake an annual review of the pricing / premium rates payable by SARS to the Insurer, and to that effect:
      1. The Parties shall meet at least four (4) months before each anniversary of the Agreement to review pricing / premium rates payable by SARS to the Insurer for the Services: Provided that such pricing will only be final upon approval by SARS in terms of the SARS procurement processes, following which a letter signed by the Chief Procurement Officer will be issued to the Insurer by SARS confirming pricing / premium rates for the subsequent twelve months.
      2. It is specifically recorded that the Parties will only review pricing / premium rates, not the Services, which shall remain as is for the duration of the Agreement.
      3. In the event that the Parties fail to agree on pricing / premium rates within the time period referred to in clause 6.1.1 above, SARS may, on one month notice to the Insurer, terminate this Agreement.
3. **SARS’S OBLIGATIONS**
   1. SARS undertakes to:
      1. subject to Applicable Law, nominate a SARS Authorised Representative who will be responsible for liaising with the Insurer, including but not limited to acting as a central point of contact between SARS and the Insurer. SARS must, on Effective Date, advise the Insurer of the nominee’s details in writing; and
      2. as and when required, appoint designated employees for training contemplated in clause 8.1.3 below and communicate same to the Insurer, for training by the Insurer at no cost to SARS.
4. **INSURER’S OBLIGATIONS**
   1. The Insurer shall-
      1. appoint and provide SARS with the full details of a contact person, who will, amongst other things, act as central point of contact between SARS and the Insurer. The Insurer must on Effective Date advise SARS of the nominee’s details in writing.

* + 1. execute the Services as contemplated in the RFP, the Policies and Applicable Law;
    2. as and when required, train SARS officials designated in terms of clause 7.1.2 above on the claims processes, procedures and any other necessary subject;
    3. create an email address to be used specifically for SARS claims;
    4. with the concurrence of SARS and subject to confidentiality measures prescribed through Applicable Law, create a secure link platform whereupon the SARS member data and other sensitive information may be shared by the Parties;
    5. provide SARS with automated written notification of:
       1. receipt of claims from SARS; and
       2. the outcome of the claims submitted by SARS within the time frames contemplated in the RFP.
          1. The acknowledgement of receipt of claims and outcomes shall be sent to both the SARS representative and the relevant SARS Employee Services (HR) representative.

1. **MEETINGS AND REPORTING**
   1. The Parties shall meet at least once every quarter, to monitor implementation of the Services and discuss any necessary matters.
   2. Notwithstanding clause 9.1 above, the Parties may meet as and when required, at the instance of either Party, to discuss the execution of the Services.
   3. The Insurer must provide a monthly report on claims received, status, processing time and payment dates.
   4. The Insurer shall provide to SARS, as and when requested, any additional reports that may be required by SARS, including the claims ratio report.
2. **INSURANCE BOOKLET**
   1. Within 21 (twenty one) days from the Effective Date, the Insurer must review the SARS Internal Group Life Insurance Guide (also known as insurance booklet) which SARS publishes on its Website for employee information purposes and ensure same is aligned with the Policies.

1. **DISENGAGEMENT ASSISTANCE**
   1. Subject to Applicable Law and for a period of thirty (30) Business Days after the expiry or termination of this Agreement for whatsoever reason and at SARS’s request, the Insurer must provide SARS or SARS’s newly designated insurer, such assistance as SARS may reasonably require to facilitate the immediate transition of the services in as seamless a manner as possible (“Disengagement Assistance”).
   2. Without limiting the generality of the foregoing, the Insurer shall deliver to SARS at no additional cost such information and documentation relating to the Services as SARS may reasonably request.
2. **TRANSFER OF OWNERSHIP**

* 1. In the event a sale, cession or transfer of rights, acquisition, merger, or other change of control of the Insurer (a “Change Event”) is contemplated, the Insurer shall notify SARS of any such Change Event and simultaneously with the notification seek SARS’ written consent **prior** to the Change Event taking place. It is specifically recorded that any such consent will only be valid if communicated by SARS to the Insurer in writing through a letter signed by the SARS Chief Procurement Officer.
  2. SARS may, subject to Applicable Law, terminate this Agreement, at any time after being notified by the Insurer of the Change Event.
  3. SARS shall have no liability to the Insurer with respect to termination of the Agreement in terms of this Clause.

1. **PROTECTION OF PERSONAL INFORMATION**
   1. The Insurer warrants that –
      1. it will comply with POPIA in executing this Agreement;
      2. it will comply with the Personal Information Processing Addendum;
      3. it will maintain security safeguards contemplated in section 19 of POPIA, in its processing of personal information in terms of this Agreement; and
      4. it will process personal information only for purposes intended in this Agreement.

1. **SIGNATORIES**

**As Authorised Signatories for the South African Revenue Service**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Designation:

Date signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Designation:

Date signed:

**As Authorised Signatory for the Insurer**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Names:

Capacity:

Date signed: