

**FRAMEWORK AGREEMENT FOR THE ESTABLISHMENT OF A TECHNICAL
ADVISORY HUB (GTAC) PANEL OF TECHNICAL ADVISORS**

Between

The **GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC)**, was established as
a government component in terms of section 7A (4) of the Public Service Act, 1994
(Proclamation No. 103 of 1994) ("**GTAC**")

and

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Company Registration No.: XXXXXXXXXXXXXXXXXXXX

("Service Provider")

Table of Contents

1.	Interpretation	3
2.	Appointment	6
3.	Duration	7
4.	Services	7
5.	Approach to the Services.....	7
6.	Utilization and Instructions to Perform Work	8
7.	Service Provider's Undertakings and Obligations	8
8.	Service Levels	9
9.	Third Party Co-Operation.....	10
10.	GTAC's Rights and Obligations	11
11.	Invoicing and Payment	11
12.	Intellectual Property Rights	12
13.	Confidentiality	13
14.	Liability of the Parties	15
15.	Indemnity	15
16.	Warranties	16
17.	Breach	17
18.	Termination for Cause	18
19.	Force Majeure	19
20.	Relationship between the Parties	20
21.	Dispute Resolution	20
22.	Addresses	21
23.	General	23
24.	Tax Compliance.....	25
25.	Ethical Business Practices.....	25
26.	Disengagement Assistance	26
27.	Conflict of Interest.....	26
28.	EXECUTION/SIGNATURE.....	28
29.	ANNEXURE A: Service Provider's Pricing Schedule.....	29
30.	ANNEXURE B: Letter of Award.....	30
31.	ANNEXURE C: Terms of Reference.....	31
32.	ANNEXURE D: Oath of Secrecy	32

1. Interpretation

- 1.1 The headings in this Agreement are for reference purposes only and will not govern or affect the interpretation of, nor modify or amplify the terms of this Agreement.
- 1.2 Unless inconsistent with the context, the words and expressions have the following meanings, and similar expressions will have corresponding meanings:
- 1.2.1 **“Agreement”** means this Framework Agreement, including all Instructions to Perform Work (IPW), annexures, and/or schedules to this Agreement, read together with the Service Provider’s proposal submitted in response to GTAC: TEN0000000043 which proposal is incorporated herein by reference.
- 1.2.2 **“Business Day”** means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.
- 1.2.3 **“Commencement Date”** means **XXXXXXXXXXXXXX**, notwithstanding the date of signature hereof, and irrespective of the date of the first IPW.
- 1.2.4 **“Deliverable”** means any output, outcome or result produced by the Service Provider for, or on behalf of, GTAC as part of the Services pursuant to this Agreement;
- 1.2.5 **“Parties”** means GTAC and the Service Provider, and “party” as the context requires, is a reference to either of them;
- 1.2.6 **“Third Party”** means a person or organization other than the Parties to this Agreement.
- 1.2.7 **“Pricing Schedule”** means the Service Provider’s Schedule of Pricing attached hereto as **Annexure A**;

- 1.2.8 **“GTAC: TEN0000000043”**, subject to any contrary indication, refers to GTAC’s invitation to tender for the appointment of the GTAC Panel for the establishment of a Technical Advisory Hub.
- 1.2.9 **“GTAC”** means the **GOVERNMENT TECHNICAL ADVISORY CENTRE**, which has been established as a government component by a Proclamation promulgated by the President of the Republic of South Africa with its principal address at **40 Church Street, Pretoria Central, Pretoria**.
- 1.2.10 **GTAC’s Designated Representative**” means any GTAC official who is authorised to send IPW’s to the Service Provider;
- 1.2.11 **“Service Provider”** means *(Name of the bidder)*;
- 1.2.12 **“Instructions to Perform Work (IPW),”** means a specific written request or instruction(s) issued, and signed on behalf of GTAC by a designated and authorised representative to a Service Provider, directing the Service Provider to perform the Services in terms of this Agreement and which may include specific Deliverables to be provided by the Service Provider to GTAC; and
- 1.2.13 **“Services”** means the provision of Technical Advisory Services to provide strategic, technical, and analytical support to improve the efficiency and effectiveness, governance, and accountability of government institutions in accordance with the IPW or any amendments thereto.
- 1.3 Any reference in this Agreement to:
- 1.3.1 **“Clause”** shall, subject to any contrary indication, be construed as a reference to a Clause in this Agreement.
- 1.3.2 **“Person”** refers to any natural person and/or juristic entities.
- 1.4 Unless inconsistent with the context or save where the contrary is expressly indicated:

- 1.4.1 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in the definition Clause, effect shall be given to it as if it were a substantive provision of this Agreement;
 - 1.4.2 When any number of days is prescribed in this Agreement, such a period shall be computed by excluding the first and including the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;
 - 1.4.3 No provision of this Agreement constitutes a stipulation for the benefit of any Person who is not a Party to this Agreement.
- 1.5 Unless inconsistent with the context, an expression that denotes:
 - 1.5.1 any one gender includes the other gender; and
 - 1.5.2 the singular includes the plural and *vice versa*.
- 1.6 Unless it is clear from a specific Clause in which a term has been defined that such definition has limited application to the relevant Clause, any term defined within the context of any particular Clause in this Agreement shall bear the same meaning as ascribed to it throughout the Agreement, notwithstanding that that term has been defined in a specific Clause.
- 1.7 The termination of this Agreement will not affect the provisions of this Agreement which operate after any such termination or which of necessity must continue to have effect after such termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.8 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.9 None of the provisions hereof shall be construed against or interpreted to the disadvantage of the Party responsible for the drafting or preparation of such provision.

- 1.10 GTAC is required in terms of section 19 of the Protection of Personal Information Act, 2013 ("POPIA") to secure the integrity and confidentiality of personal information in its possession or under its control by taking appropriate, reasonable, technical, and organisational measures to prevent—
- 1.10.1 loss of damage to or unauthorised destruction of personal information; and
 - 1.10.2 unlawful access to or processing of personal information.

2. Appointment

- 2.1 The Service Provider submitted a bid to the GTAC to render Services in terms of the Terms of Reference. GTAC accepted the bid and thereby appointed the Service Provider to the GTAC Panel of experienced Technical Advisors who will support the mandate of its Technical Advisory Hub as set out in **Clause 4** below, which appointment the Service Provider accepted.
- 2.2 The Service Provider represents and warrants that it has the resources, skills, qualifications, and experience necessary to provide the Services throughout the duration of this Agreement.
- 2.3 In reliance on these statements and representations, GTAC has selected and appointed the Service Provider.
- 2.4 GTAC shall use the Service Provider on an ad hoc basis, as and when required. GTAC does not guarantee that the Service Provider will receive IPW during the term of this Agreement. Work will depend on the demand and volume of projects to be delivered by GTAC.
- 2.5 GTAC reserves the right, should it be deemed necessary in GTAC's sole discretion, to send a request to Service Providers that are not on the GTAC Panel of Technical Advisors during the term of this Agreement, subject to the necessary procurement approvals being obtained.

3. Duration

- 3.1 This Agreement shall be deemed to have commenced on the Commencement Date and will endure for the remainder of a period of Five (5) Years of the agreement between GTAC and the Service Provider from Commencement Date. The GTAC has the discretion to extend the contract should circumstances permit, any such extension shall be in writing.
- 3.2 Despite clause 3.1 above, this Agreement may be extended at GTAC's discretion for a period and on terms determined by GTAC at least 30 (thirty) days prior to the termination date.

4. Services

- 4.1 Parties agree that the Service Provider has been appointed to render services to GTAC as indicated in your proposal (**Annexure A**).
- 4.2 The Service Provider shall provide the Services utilising the operating experience in providing the Technical Advisory services and in accordance with the highest professional standards generally accepted by GTAC.

5. Approach to the Services

- 5.1 This Agreement provides a framework for, and the general terms and conditions applicable to, the services that the Service Provider will provide to GTAC under this Agreement.
- 5.2 The provisions of this Agreement apply to each and every IPW issued under this Agreement.
- 5.3 The Service Provider shall provide the Services to GTAC, subject to the general terms and conditions contained in this Agreement as well as subject to the specific terms and conditions set forth in the relevant IPW.
- 5.4 In the event of a conflict between the terms contained in this Agreement and an IPW, this Agreement shall prevail.

6. Utilization and Instructions to Perform Work

- 6.1 GTAC shall follow the process as outlined in the Utilization Guide and the Terms of Reference for the appointment of the service providers.
- 6.2 Each Instructions to Perform Work shall be in writing and shall:
 - 6.2.1 Detail the services requested by GTAC from the Service Provider;
 - 6.2.2 Where necessary or feasible, contain the timeframe within which the Services must be performed;
 - 6.2.3 Contain any service levels applicable to the instruction;
 - 6.2.4 Contain the level of effort and the duration for that specific work;

7. Service Provider's Undertakings and Obligations

- 7.1 The Service Provider undertakes to:
 - 7.1.1 Provide GTAC with services as specified in the IPW;
 - 7.1.2 Charge fees for Services rendered to GTAC in accordance with the Service Provider's Pricing Schedule, which is attached as **Annexure A** and the Letter of Award attached as **Annexure B**;
 - 7.1.3 Ensure that fees charged do not exceed the fees quoted in the Service Provider's Pricing Schedule, unless the necessary approval has been obtained from GTAC;
 - 7.1.4 Carry out all IPW's timeously, in a diligent manner and in good faith;
 - 7.1.5 Refrain from acting in bad faith, which includes:
 - 7.1.5.1 charging GTAC a percentage fee not provided for in terms of the price proposal (**Annexure A**) and the Letter of Award (**Annexure B**);

- 7.1.5.2 providing GTAC with accounts that contain gross billing errors and overreaching, taking into account the nature (i.e. relative simplicity) of the Services rendered;
 - 7.1.5.3 Avoid conflict of interest with GTAC clients.
- 7.1.6 In this regard, the Service Provider acknowledges that the aforesaid transgressions (or any other acts of bad faith) may lead to GTAC the termination of the contract;
- 7.1.7 Provide GTAC with accurate and complete invoices, free from duplicated items and/or calculation errors;
- 7.1.8 For the duration of this Agreement, and for a period of 5 (five) years after the termination of this Agreement, maintain a complete audit trail of the Services performed under this Agreement, sufficient to permit a complete audit thereof. The Service Provider shall provide GTAC and GTAC's auditors access at reasonable times to information, records, and documentation relating to the Services for the purpose of performing audits, examinations, and inspections in order to verify the Service Provider's compliance with the terms of this Agreement and/or to enable GTAC to comply with the requirements of any regulatory authority and/or regulators and governmental entities having jurisdiction. All costs incurred in performing audits under this clause will be borne by GTAC and that if the non-compliance is due to the Service Provider upholding or providing insufficient information or denies access to information at reasonable times as requested by the Auditors, then the Service Provider shall be liable for the costs to re-perform such an audit; and
- 7.1.9 Comply with all legislation applicable to the Services.

8. Service Levels

- 8.1 The Service Provider shall perform the services promptly, in a diligent, professional, and courteous manner. The Service Provider shall execute

the Services in accordance with generally accepted practices applicable to the service, whilst at all times maintaining the highest professional standards.

8.2 Service Levels shall be agreed upon between the Service Provider and the GTAC's on a standardised basis and reduced to writing and included in the IPW.

8.3 GTAC reserves the right to, at any time, add additional service levels that will be applicable to the IPW. Such additional service levels shall be agreed to in writing with the GTAC's Designated Representative prior to becoming effective.

8.4 The Service Provider recognises that its failure to meet agreed Service Levels may have a material and adverse impact on the operations of GTAC, which impact may result in GTAC suffering damages in an amount not necessarily capable of precise determination. Accordingly, in the event that the Service Provider fails to meet any prescribed and agreed to Service Levels, then in addition to all other remedies available to GTAC in law, GTAC may report the Service Provider to the National Treasury and request that such Service Provider be placed on National Treasury's List of Restricted Suppliers.

8.5 The Service Provider shall be excused from failing to comply with any prescribed Service Levels to the extent that non-performance or delayed performance is due to the acts or omissions of a GTAC official, or if it occurs as a result of a *Force Majeure* Event.

8.6 GTAC reserves the right to withhold payment or impose penalties for repeated failure to meet Service Levels, as agreed in specific IPW.

9. Third Party Co-Operation

9.1 As part of the Services, where appropriate and when requested by GTAC to do so, the Service Provider shall provide its full co-operation to any third party involved with or contracted by GTAC to assist with a matter that forms the subject of an IPW.

9.2 It is, however, agreed that the relationship between the Service Provider and any third party will not constitute a partnership, and that neither the Service Provider nor the third party will be required to manage or monitor the other's performance.

9.3 The Service Provider will be notified of any complaints received by GTAC from the third party relating to a perceived lack of cooperation with such third party, upon which the Service Provider must take immediate steps to remedy the situation.

10. GTAC's Rights and Obligations

10.1 GTAC undertakes to:-

10.1.1 Furnish the Service Provider with any relevant information necessary for the Service Provider to perform the Services in compliance with the terms and conditions of this Agreement;

10.1.2 Issue IPW that contains clear and accurate instructions to the Service Provider in a timely manner.

11. Invoicing and Payment

11.1 All fees will be charged according to the Service Provider's Pricing Schedule attached hereto as **Annexure A** and Letter of Award hereto as **Annexure B**.

11.2 The hourly rate for services may be adjusted annually depending on the availability of funds and at the sole discretion of GTAC.

11.3 The Service Provider shall render invoices to GTAC based on the agreed IPW for such specific work performed.

11.4 GTAC shall pay the invoiced amount within 30 (thirty) days of receipt of the invoice, unless GTAC disputes any item on the invoice.

- 11.5 If GTAC disputes an item on the invoice, GTAC will do so by giving written notice to the Service Provider within 15 (fifteen) days of receipt of the invoice. The notice shall set out the disputed items on the invoice and the reasons therefore. The Parties shall endeavour to resolve the dispute amicably and as soon as possible.
- 11.6 Payment of any undisputed portion of an invoice must be made as per 11.4 above, and only the disputed portion may be withheld pending resolution of the dispute.
- 11.7 Where the dispute remains unresolved for a further 15 (fifteen) days after the dispute was first brought to the Service Provider's attention, the dispute shall be dealt with in terms of the dispute resolution procedures set out in **Clause 22** of this Agreement.

12. Intellectual Property Rights

- 12.1 Each Party will retain ownership of its existing intellectual property rights.
- 12.2 All rights, titles and interest in and to literary works which may be created, written, and/or presented by the Service Provider and or its agents and employees and which relate to the Services which are to be performed by the Service Provider in terms of this Agreement will however be the sole and exclusive property of GTAC. To this end, the Service Provider irrevocably makes over and assigns to GTAC all intellectual property rights which may come into existence, which transfer, makeover, and assignment are accepted by GTAC.
- 12.3 In addition to the provisions of **Clause 12.2** above, the Service Provider waives the moral rights conferred upon the Service Provider as author by Section 20(1) of the Copyright Act, 1978 (Act No. 98 of 1978), as amended.
- 12.4 Notwithstanding the provisions of **Clause 12.2** and **12.3** above, nothing prevents the Service Provider from using any literary work which it has created in servicing its clients, subject to **Clause 13.5** below.

13. Confidentiality

- 13.1 The Service Provider agrees that all proprietary and confidential information disclosed by GTAC, whether orally, in writing, or electronically, shall remain strictly confidential both during the term of this Agreement and thereafter, indefinitely, unless GTAC provides prior written consent to disclosure. Confidential Information includes, but is not limited to, trade secrets, business methodologies, data, plans, and any information marked as confidential. The Service Provider shall not, directly or indirectly, disclose, reproduce, or use GTAC's Confidential Information for any purpose other than the performance of its obligations under this Agreement without prior written consent from GTAC.
- 13.2 For purposes of this Agreement, the expression "Confidential Information" shall include, but shall not be limited to the GTAC operating procedures, internal policies, manuals, computer infrastructure, hardware, software, methods and techniques, know-how, operating costs, as well as the names of Service Providers and/or potential Service Providers with whom GTAC has not yet contracted but intends contracting for purposes of establishing business relationships to which the Service Provider may become privy during the contract term.
- 13.3 The Service Provider specifically acknowledges that all information relating to the Services, including and not limited to, literary works produced thereunder, is of a sensitive nature and must be kept confidential. The Service Provider undertakes not to disclose such information without first obtaining the written consent of GTAC.
- 13.4 If the Service Provider is uncertain about whether the information is to be treated as confidential in terms of this Clause, it shall be obliged to treat it as such until advised otherwise, in writing, by GTAC.
- 13.5 The Service Provider will protect the interests of GTAC in its Confidential Information by:
- 13.5.1 making available such Confidential Information only to those individuals who are actively involved in the execution of its

obligations under this Agreement and then only on a “need to know” basis;

13.5.2 putting in place internal security procedures reasonably acceptable to GTAC to prevent unauthorised disclosure and taking all practical steps to impress upon those who need to be given access to Confidential Information, the secret and confidential nature thereof;

13.5.3 not using any Confidential Information of GTAC, or disclosing directly or indirectly any Confidential Information of GTAC to third parties, whether during this Agreement or thereafter; and

13.5.4 ensuring that all Confidential Information of GTAC which has or will come into the possession of the Service Provider will at all times remain the sole and absolute property of GTAC.

13.6 Confidential Information shall not include information that:

13.6.1 is lawfully in the public domain at the time of disclosure;

13.6.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;

13.6.3 subsequently becomes available to a Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information;

13.6.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order provided that the Service Provider shall not disclose any Confidential Information protected by attorney-client privilege;

13.6.5 is independently developed or learned by a receiving Party without reference to or use of the Confidential Information of the other Party; and/or

13.6.6 is disclosed by the receiving Party with the disclosing Party's prior written approval.

13.7 The provisions of this Clause shall survive the termination or cancellation of this Agreement for any reason whatsoever.

13.8 The Service Provider and/or the representatives/resource(s) engaged in this Agreement shall sign an Oath of Secrecy attached hereto as **Annexure D** prior to gaining access to GTAC's Confidential Information.

14. Liability of the Parties

14.1 A Party shall be liable to the other Party for any direct damages incurred by such Party as a result of the defaulting Party's failure to perform its obligations in the manner required by this Agreement.

14.2 The Service Provider shall be liable to GTAC for all indirect and consequential or special damages and/or losses suffered by GTAC as a result of a breach of **Clause 13** above, infringement of third party intellectual property rights, or any negligent, wrongful, or criminal acts relating to the Services, including fraud or any other unlawful activities undertaken during this contract period.

15. Indemnity

15.1 The Service Provider shall indemnify, defend, and hold GTAC harmless, its employees, agents, and representatives, from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

15.1.1 Any negligent, wilful, or wrongful act or omission by the Service Provider in the performance of its obligations under this Agreement;

15.1.2 Breach of any term, representation, or warranty contained in this Agreement by the Service Provider;

15.1.3 Any claim made by a third party against GTAC resulting from or relating to the Service Provider's performance or failure to perform under this Agreement, including but not limited to claims of intellectual property infringement, unauthorized disclosure of confidential information;

15.1.4 Any injury to persons (including death) or damage to property arising out of or in connection with the acts or omissions of the Service Provider.

15.2 The indemnification obligations under this clause shall survive the termination or expiration of this Agreement for any reason.

15.3 GTAC shall promptly notify the Service Provider in writing of any claim or action brought against it that may give rise to a right of indemnification under this Agreement. The Service Provider shall, at its own expense, assume the defence of such claim or action, provided that GTAC reserves the right to participate in the defence with its Counsel at its own expense.

15.4 The Service Provider shall not settle any claim without GTAC's prior written consent, where such settlement:

15.4.1 Imposes any obligation or liability on GTAC beyond those agreed in this Agreement;

15.4.2 Includes any admission of wrongdoing by GTAC.

16. Warranties

16.1 The Service Provider hereby represents and warrants to GTAC that-

16.1.1 this Agreement has been duly authorised and executed by it and constitutes a legal, valid and binding set of obligations on it;

16.1.2 it is acting as a principal and not as an agent of an undisclosed principal;

16.1.3 the execution and performance of the terms and conditions of this Agreement does not constitute a violation of any statute, judgment, order, decree or regulation or rule of any court, competent authority or arbitrator or competent jurisdiction applicable or relating to the Service Provider, its assets or its business, or its memorandum of incorporation or any other documents or any binding obligation, contract or agreement to which it is a party or by which it or its assets are bound;

16.1.4 it will provide the Services in a cost-effective manner, thereby ensuring that no unnecessary or extraordinary costs are incurred and passed on to GTAC;

16.2 It is expressly agreed between the Parties that each warranty and representation given by the Service Provider in this Agreement is material to this Agreement and induced GTAC to conclude this Agreement.

16.3 The provisions of this Clause shall survive the termination of this Agreement.

17. Breach

17.1 Should a party (the "Defaulting Party") commit a breach of any of the provisions of this Agreement, then the other party (the "Aggrieved Party") shall be entitled to require the Defaulting Party to remedy the breach within 10 (ten) Business Days of delivery of a written notice requiring it to do so, or any further time period as may be agreed between the Parties in writing.

17.2 If the defaulting party fails to comply with that notice within the period specified in such notice, the Aggrieved Party shall be entitled to cancel the Agreement and claim damages, alternatively claim specific performance of the Defaulting party's obligations. The foregoing is without prejudice to such other rights as the Aggrieved Party may have in law.

18. Termination for Cause

18.1 GTAC may, by giving notice to the Service Provider, terminate this Agreement in whole or in part, as of a date set out in the notice of termination, in the event that the Service Provider:

18.1.1 Commits a material breach of this Agreement. A breach will be deemed to be material if-

18.1.1.1 it is capable of being remedied, but is not so remedied within the Notice Period;

18.1.1.2 it is incapable of being remedied within the Notice Period;

18.1.1.3 payment in money will compensate for such breach, but payment is not made within the Notice Period; or

18.1.1.4 the Service Provider commits numerous and/or repeated breaches of the terms of this Agreement, even if cured within the Notice Period; or

18.1.1.5 it amounts to mal-performance by the Service Provider. For the avoidance of doubt, the Service Provider's failure to meet applicable service levels set out in the IPW on three consecutive occasions, or a failure to meet applicable service levels on four different occasions, even if not consecutive, will constitute mal-performance.

18.2 GTAC may further terminate this Agreement, in whole or in part, in the event that GTAC is unable to obtain the necessary funding to procure the Services, in which event GTAC will be obliged to pay the Service Provider's professional fees for Services rendered up to the date of termination of this Agreement.

18.3 GTAC reserves the right to terminate this Agreement immediately upon written notice to the Service Provider if:

- 18.3.1 The Service Provider commits any of the acts of insolvency set out in section 8 of the Insolvency Act, 1936 (Act No. 24 of 1936), enters liquidation, or has a business rescue order filed against it.
- 18.3.2 The Service Provider and/or the representatives/resource(s) engages in fraud, misrepresentation, or gross misconduct that adversely impacts GTAC.
- 18.3.3 The Service Provider fails to remedy a material breach within ten (10) Business Days of receiving written notice from GTAC specifying the breach.
- 18.4 Upon termination of this Agreement for cause, GTAC reserves the right to withhold any outstanding payments until an audit has been completed to verify the Service Provider's compliance with this Agreement.
- 18.5 GTAC shall not unreasonably delay the aforementioned audit and shall do all which may be reasonably necessary to ensure expeditious completion of said audit.

19. Force Majeure

- 19.1 In the event of any act beyond the control of the Parties, strike, war, rebellion, riot, civil commotion, lockout, suspension of labour, fire, accident, or (without regard to the foregoing enumeration) of any circumstances arising or action taken beyond the reasonable control of the Parties hereto preventing them or any of them from the performance of any obligation hereunder (any such event hereinafter called "*force majeure* event") then the Party affected by such *force majeure* event shall be relieved of its obligations hereunder during the period that such force majeure continues (excluding payment obligations which fell due before the said *force majeure* event).
- 19.2 A Party affected by a Force Majeure Event shall promptly notify the other Party in writing, describing the nature and expected duration of the Force Majeure Event.

19.3 The obligations of the affected Party shall be suspended during the period of the Force Majeure Event, provided that:

19.3.1 Reasonable efforts are made to resume performance as soon as possible.

19.3.2 The other Party is kept informed of any developments

19.4 Any Party invoking *force majeure* shall upon termination of such force majeure give prompt written notice thereof to the other Party. If the Force Majeure Event continues for more than thirty (30) days, either Party may terminate this Agreement by providing written notice.

19.5 Any strike, lock-out, interference by trade unions, suspension of labour or other industrial action directly related to a Party as employer and which could have been avoided by steps which such Party might reasonably have been expected to take acting as a reasonable prudent employer, does not constitute a *force majeure* event.

20. Relationship between the Parties

20.1 The Service Provider is an independent contractor and under no circumstances will it be a partner, joint venture partner, agent, or employee of GTAC in the performance of its duties and responsibilities pursuant to the Agreement.

21. Dispute Resolution

21.1 If a dispute between the Parties arises out of or is related to this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute.

21.2 If the Parties are unable to resolve the issue/s, then a dispute must be declared.

21.3 If, after 20 (twenty) Business Days from the date upon which the dispute was declared by a Party by written notice, and the dispute is not resolved, the matter shall be determined in accordance with the provisions set out below.

- 21.4 Save in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, or in the event of either Party instituting urgent action against the other in any court of competent jurisdiction, any dispute arising from, or in connection with, this Agreement will finally be resolved by arbitration in accordance with the Rules of the Arbitration Foundation of Southern Africa (the “Foundation”) or its successor, by an arbitrator or arbitrators appointed by the Foundation.
- 21.5 This **Clause 21** will be severable from the rest of the provisions of this Agreement so that it will operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, termination, cancellation, expiry or accepted repudiation of this Agreement.
- 21.6 Neither Party shall be entitled to withhold performance of any of its obligations in terms of this Agreement pending the settlement of, or decision in, any dispute arising between the Parties, provided such dispute does not relate to the non-payment of undisputed invoices. Each Party shall, in such circumstances, continue to comply with its obligations in terms of this Agreement.

22. Addresses

- 22.1 Each Party chooses the addresses set out below its name as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its *domicilium citandi et executandi* (“*domicilium*”) at which all documents in legal proceedings in connection with this Agreement must be served.
- 22.2 GTAC’s physical address for **service of notices and legal processes-**

**Government Technical Advisory Centre
40 Church Street
Pretoria Central
PRETORIA**

- 22.3 The Service Provider's physical address for **service of notices and legal processes** shall be as follows:

XXXXXXXXXXXXXXXXXXXXXXX

XXXXXX

XXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXX

XXXX

Attention: XXXXXXXXXXXXXXXXXX

Email Address: XXXXXXXXXXXXXXXXXX

Phone No.: XXX XXX XXXX

Cell No.: XXX XXX XXXX

- 22.4 Any notice or communication required or permitted to be given to a Party pursuant to the provisions of this Agreement shall be valid and effective only if in writing and sent to a Party's chosen address.

- 22.5 Any Party may by written notice to the other Party, change its chosen address to another address, provided that-

22.5.1 the change shall become effective on the 10th (tenth) Business Day after the receipt or deemed receipt of the notice by the addressee;
and

22.5.2 any change in a Party's *domicilium* shall only be to an address in South Africa, which is not a post office box or a *poste restante*.

- 22.6 Any notice to a Party contained in a correctly addressed envelope and sent by prepaid registered post to it at a Party's chosen address shall be deemed to have been received on the 5th (fifth) Business Day after posting.

- 22.7 Any notice to a Party in a correctly addressed envelope and which is delivered by hand to a Party's chosen address shall be deemed to have been received on the day of delivery, unless the contrary is proved.

23. General

23.1 Cession

Save as expressly provided in this Agreement, the Service Provider shall not cede any of its rights nor delegate any of its obligations in terms of this Agreement unless it be for the transfer of rights to be paid for the Services of the Service Provider rendered in terms of this contract to the third party (limited only to those cession agreements in favour of registered Financial Services Providers ("FSP") and state institutions established for the express purpose of providing funding to businesses and entities (State Institution). Such cession shall only be permitted with the prior written consent of GTAC which consent shall not be unreasonably withheld.

23.2 Severability

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions shall be severable from the remaining terms and conditions which shall continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

23.3 Advertising and Marketing

The Service Provider shall not make or issue any formal or informal announcement (with the exception of Stock Exchange announcements), advertisement or statement to the press in connection with this Agreement or otherwise disclose the existence of this Agreement or the subject matter thereof to any other person without the prior written consent of GTAC.

23.4 Waiver

No change, waiver, or discharge of the terms and conditions of this Agreement shall be valid unless in writing and signed on behalf of the Party against which such change, waiver, or discharge is sought to be enforced, and any such change, waiver or discharge will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege under this Agreement will operate as 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.

23.5 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall 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 them without delay.

23.6 Applicable Law and Jurisdiction

23.6.1 This Agreement will be governed by and construed in accordance with the Law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such Law.

23.6.2 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.

23.7 Whole Agreement and Amendment

This Agreement constitutes the whole of the Agreement between the Parties relating to the subject matter hereof and no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the Parties hereto or their duly Authorised Representatives. Any document executed by the Parties purporting to amend, substitute or revoke this Agreement or any part hereof, shall be titled an "Addendum" to the applicable Service Agreement and assigned a sequential letter to be included in the title.

23.8 Covenant of Good Faith

Each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it shall act in good faith.

23.9 Costs

Each Party shall bear and pay its own costs of or incidental to the drafting, preparation and execution of this Agreement.

24. Tax Compliance

- 24.1 The Service Provider warrants that as of the Commencement Date it is in full compliance with, and throughout the term of this Agreement (including any Renewal Period) shall remain in full compliance with all applicable laws relating to taxation in the Republic of South Africa.
- 24.2 If GTAC becomes aware of any non-compliance by the Service Provider and such non-compliance is not remedied within sixty (60) days after GTAC has given notice to this effect, such non-compliance shall be deemed to constitute a material breach of this Agreement by the Service Provider and GTAC shall be entitled to terminate the Agreement forthwith.

25. Ethical Business Practices

- 25.1 GTAC has a policy of zero tolerance regarding corrupt activities. The Service Provider will promptly report to GTAC and the relevant authorities any suspicion of corruption, as well as any behaviour 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).
- 25.2 Neither Party will offer, promise or make any gift, payment, loan, reward, inducement benefit or other advantage to any of the other Party's employees.
- 25.3 If the results of any audit of the Services conducted by or on behalf of GTAC indicates the possibility of corrupt activities, improper or fraudulent practices or theft, GTAC 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 employees 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, GTAC will be entitled, on written notice to the Service Provider, to immediately terminate this Agreement.

- 25.4 The Service Provider shall implement an anti-bribery and corruption policy aligned with the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004). Proof of such policy may be requested by GTAC at any time

26. Disengagement Assistance

- 26.1 The Parties hereby acknowledge that, notwithstanding the termination of this Agreement for any reason whatsoever, the immediate and seamless transition of the Services to an alternate Service Provider is imperative. To this extent and without any derogation to any claims sounding in money, which either Party may have or allege against the other Party, the Service Provider shall not be entitled to withhold any information, files, records or reports, or any assistance as required that will be crucial to effect the immediate and seamless transition of the Services.

- 26.2 For a period of 1 (one) month after the expiry or termination of this Agreement for whatsoever reason, or such earlier period as the Parties may agree, the Service Provider will provide GTAC or GTAC's newly designated Service Provider such assistance as GTAC may reasonably require facilitating the immediate transition of the Services in as seamless a manner as possible (**"Disengagement Assistance"**).

- 26.3 The Service Provider undertakes to use its best endeavours to ensure that all files and records are complete, up to date, and adhere to professional quality standards, failing which GTAC reserves the right to demand that the Service Provider brings the files, records and/or reports up to standard.

27. Conflict of Interest

- 27.1 Conflicts of interest will be governed by the applicable rules of the common law, with the guiding principle being that the Service Provider may not prejudice the proper administration of justice, the professional practice/ standards of the relevant field, nor any confidential information of GTAC.

- 27.2 The Service Provider undertakes to immediately notify GTAC when an actual or potential (personal, professional or financial) conflict of interest is identified that may conflict with the obligations of GTAC, pursuant to the IPW being received from GTAC or at any other time whilst acting for GTAC.
- 27.3 GTAC reserves the right to terminate any specific IPW or the entire Agreement if it determines that a conflict of interest may compromise the integrity of the services of GTAC's objectives.

DRAFT

EXECUTION / SIGNATURES

As Authorised Representatives for the Government Technical
Advisory Centre:

SIGNED AT PRETORIA

RONETTE ENGELA
Acting Head of GTAC
Date of signature:

As Authorised Representative for the Service Provider:

SIGNED AT _____ ON THIS _____ DAY OF _____ 2025.

SIGNATURE: _____

FULL NAMES AND SURNAME: _____

CAPACITY: _____

ANNEXURE A: SERVICE PROVIDER'S PRICING SCHEDULE

DRAFT

ANNEXURE B: LETTER OF AWARD

DRAFT

ANNEXURE C: TERMS OF REFERENCE

DRAFT

ANNEXURE D: OATH OF SECRECY

DRAFT