

ROAD ACCIDENT FUND

LEGAL SERVICES PANEL AGREEMENT

SCHEDULE

This ***Legal Services Panel Agreement ("Agreement")*** records the agreement between the Road Accident Fund and its Service Provider, which is recorded in this Schedule and the annexures attached hereto mentioned in clause 1.6 below. The standard South African Government General Conditions of Contract (GCC), as it appears on the website of National Treasury under www.treasury.gov.za, are incorporated into this ***Legal Services Panel Agreement*** by reference only. The contracting parties are the below mentioned persons and agree as follows:

The Road Accident Fund ("*the Fund*")

(a statutory entity established in terms of section 2(1) of the Road Accident Fund Act, Act No. 56 of 1996, as amended, herein represented by Collins Phutjane Letsoalo in his capacity as Chief Executive Officer, duly authorised in terms of the Road Accident Fund Delegation of Powers and Functions Policy)

Physical Address: 420 Witch-Hazel Avenue, Eco Glades 2 Office Park, Centurion
Postal Address: Private Bag X178, Centurion, 0046
Contact Person: **Polelo Rudyard Maduwa** – or such other official duly authorised in terms of the Road Accident Fund's Delegation of Powers and Functions Policy
Tel: (012) 649 2037
E-mail: contractmanagement@raf.co.za

and

("the Service Provider")

(a _____ corporation/company with limited liability and represented by _____, duly authorised thereto, and in his/her capacity as _____.

Postal Address: _____

Contact Person: _____

Landline: _____

Mobile: _____

e-mail: _____

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1. RECORDAL

- 1.1. **The Service Provider** has been awarded a contract in terms of **the Fund's** use of the Request for Proposal process of procurement.
- 1.2. **This Agreement** serves to record the agreement between the parties and to regulate all aspects of the services and/or products ("**Deliverable/s**") to be supplied by **the Service Provider** and the general business relationship between the parties.
- 1.3. The Terms of Reference or Specifications of the **Deliverables** to be supplied to **the Fund** are those contained in **the Fund's** Request for Proposal process of procurement and any additions or amendments thereto furnished to **the Service Provider** in the Proposal process. It is recorded that **the Service Provider** accepted these provisions and, on that basis, thereof submitted its Proposal and any supplementary information thereto.
- 1.4. Such Terms of Reference or Specifications are incorporated into the provisions of **this Agreement** as if specifically mentioned and are binding and enforceable on the parties.
- 1.5. In the event of any of the provisions of **the Fund's** Request for Proposal process of procurement and any additions or amendments thereto furnished to **the Service Provider** in the Proposal process ("the Proposal Documents"), including the Terms of Reference or Specifications mentioned in 1.3 and 1.4 above, being in conflict with the provisions of **this Agreement**, the provisions of **this Agreement** (including the Annexures to **this Agreement**) shall prevail.
- 1.6. It is recorded that the further Annexures to **this Agreement** are as follows:
 - 1.6.1. Annexure A: RAF Special Conditions of Contract ("SCC");
 - 1.6.2. Annexure B: Scope of Services;
 - 1.6.3. Annexure C: Technical And Organisational Security Measures; and
 - 1.6.4. Annexure D: Pricing Schedule

2. SERVICES OR PRODUCTS SUPPLIED (DELIVERABLES)

- 2.1. **The Fund** appoints the **Service Provider** onto a panel of preferred service providers which entitles the **Fund**, "as and when required", to instruct the **Service Provider** to provide legal services to the **Fund** (**Deliverables**)
 - 2.1.1. Further to the provisions of clause 2.1 above and to provide clarity, **the Service Provider** is appointed to provide the **Deliverables** under the following categories:
 - 2.1.1.1. _____
 - 2.1.1.2. _____
 - 2.1.1.3. _____; and

2.1.1.4. _____

- 2.2. **The Service Provider** shall and acknowledges its obligation to have access to suitably qualified and experienced personnel and to utilise any set standards, instrument or process that **the Fund** deems suitable in rendering the **Deliverables**.
- 2.3. Subject to clause 2.2 above as read with the Request for Proposal process of procurement and any additions or amendments thereto furnished to **the Service Provider** in the Proposal process, the outcomes to be derived by **the Fund** from **the Deliverables** shall primarily, but not exclusively, comprise of the outcomes as mentioned in **Annexure B**:
- 2.3.1. In addition to the **Deliverables** to be rendered to the **Fund** in accordance with **Annexure B**, the **Service Provider** shall:
- 2.3.1.1. Only be allowed to use other panelists (successful Service Providers) as correspondent Legal Practitioners.
- 2.3.1.2. Be required to provide Commissioner of Oath services at no additional cost to the **Fund**.
- 2.4. The **Service Provider** shall provide the **Deliverables** in accordance with timeframes agreed in terms of the provisions of clause 14 or in accordance with such agreed timelines as the Parties may agree to in writing from time to time in the form of a **Service Request Service Request** documents as provided for more fully under clause 14 hereunder.
- 2.5. It is an express provision of **this Agreement** that _____, employed as a _____ by **the Service Provider**, has been identified as the **Lead Legal Practitioner** to fulfil the requirements of **this Agreement**. In this regard, the Service Provider agrees that the Fund may, at its absolute discretion and costs, apply for security vetting and or clearance, background check of the resources assigned to carry out the **Deliverables**. The **Fund** shall request the **Service Provider** to replace any resource that has failed to obtain the requisite security clearance and or background check.
- 2.6. The further particulars of the **Deliverables** to be supplied to **the Fund** are those contained in **the Fund's** Request for Proposal process of procurement and those proposed by **the Service Provider** in its response to the Proposal.
- 2.7. The **Service Provider** acknowledges that the appointment onto the **Fund's** panel of preferred service providers is non-exclusive and does not guarantee that the **Fund** will require any **Deliverables** from the **Service Provider**, nor is the **Service Provider** entitled to any payment based merely on the fact of such appointment.

- 2.8. The **Fund** may, at the **Fund's** sole discretion, during the subsistence of this **Legal Services Panel Agreement**, from time-to-time instruct the **Service Provider** to provide to the **Fund** the **Deliverables** set out under clause 2.1 and 2.3 above.
- 2.9. The **Service Provider** accepts the appointment on the terms and conditions set-out in this **Legal Services Panel Agreement**.

3. PAYMENT

- 3.1. **The Fund** shall pay **the Service Provider** for the due, full and proper performance and fulfilment by **the Service Provider** of its obligations referred to in **this Agreement**.
- 3.2. **The Service Provider** shall be entitled to receive payment in respect of the completed **Deliverables** according to the pricing schedule submitted with the Proposal in line with the completed **Deliverables** as contained in **Annexure D**.
- 3.3. In addition to the fees referred to in **Annexure D**, the **Fund** shall pay the **Service Provider** for the following:
- 3.3.1. In instances where any expert is instructed on behalf of the **Fund**, prior written authorisation must be obtained from the **Fund's Head of Legal Department** or a delegate. The **Service Provider** shall discuss experts fees with the expert and obtain written instructions from the **Fund's Head of Legal Department**, or a delegate, with regards to the expert fees prior to instructions being given to the expert.
- 3.3.2. The **Service Provider** shall confer with the **Fund** before briefing counsel in any matter and prior written authorisation must be obtained from the **Fund's Head of Legal Department** or a delegate, the **Fund** retaining the exclusive right to elect which counsel to instruct. The **Service Provider** shall discuss and negotiate counsel fees with counsel on behalf of **the Fund** and obtain prior written instructions from the **Fund's Head of Legal Department**, or a delegate, with regards to counsel fees before instructions are given to such counsel.
- 3.4. **The Service Provider** shall not require, nor shall **the Fund** be expected to make available, or pay over to the **Service Provider** a deposit as part payment for **Deliverables** yet to be rendered.
- 3.5. Payment of these invoices shall be subject to the review and sign off by **the Fund's** designated Service Manager of the **Deliverables** provided, which sign off shall not be unreasonably withheld.
- 3.6. **The Fund** shall be liable to reimburse the **Service Provider** for any expenses incurred only to the extent that these have been specifically agreed in **this Agreement** or agreed in writing by the **Fund** in advance of them being incurred.

- 3.7. **The Service Provider** shall ensure that all invoices submitted to **the Fund** are sufficiently detailed and include such supporting documentation as is necessary for **the Fund** to be able to confirm the correctness of the amounts being invoiced as well as to be able to tie the invoice to the specific **Deliverable**. Without limiting the generality of the aforementioned, the **Service Provider** shall ensure that every invoice for payment of fees is accompanied by a fee memorandum containing the following details:
- 3.7.1. The details of the matter, including a name that identifies the specific instruction.
 - 3.7.2. The name of the **Fund** official dealing with the matter.
 - 3.7.3. The name of the **Lead Legal Practitioner** responsible for managing the matter.
 - 3.7.4. Details of the work performed, and calculation of the fees invoiced, with reference to:
 - 3.7.4.1. A description of the work performed.
 - 3.7.4.2. The date on which the work was performed.
 - 3.7.4.3. The name of the person who performed the work.
 - 3.7.4.4. The seniority of the person who performed the work.
 - 3.7.4.5. The applicable rate, as contemplated in **Annexure D**.
 - 3.7.4.6. The time taken to perform the work.
 - 3.7.4.7. The amount invoiced as a function of the particulars of paragraphs 3.7.4.5 and 3.7.4.6.
 - 3.7.4.8. Details of any disbursements paid or incurred with supporting documentation attached to the invoice.
- 3.8. Payment shall be made in accordance with the provisions of clause 4 in **Annexure A**.
- 3.9. **The Service Provider** shall not require, nor shall **the Fund** be expected to make available, or pay over to **the Service Provider** a deposit as part payment for **Deliverables** yet to be rendered.
- 3.10. The pricing of **this Agreement** is:
- 3.10.1. VAT inclusive;
 - 3.10.2. inclusive of all other taxes and duties which are levied or charged by any revenue authority (including, without limitation, the South African Revenue Services);
 - 3.10.3. exclusive of all other costs and disbursements not specified; and
 - 3.10.4. fixed for first year of **this Agreement**.
- 3.11. Both Parties acknowledge that the charges specified in **this Agreement** are intended to compensate **the Service Provider** fully for all **Deliverables** to be performed or provided by **the Service Provider** pursuant to **this Agreement**.
- 3.12. Accordingly, **the Fund** will not be obligated to pay **the Service Provider** any amounts in addition to those specifically described in **this Agreement**, unless:
- 3.12.1. there is an agreed change in the scope of the **Deliverables**, or
 - 3.12.2. a change in applicable law to which additional charges apply and have been approved in writing by **the Fund**, or

3.12.3. additional **Deliverables** are required by **the Fund**.

4. DURATION AND DATES

- 4.1. Notwithstanding the date of signature of **this Agreement**, **this Agreement** shall commence on _____ (**the Effective Date**) and shall terminate on _____ (**the Initial Period**), unless terminated by **the Fund** in terms of the provisions of clause 19 of **Annexure A**.
- 4.2. **The Fund** shall be entitled to renew this **Legal Services Panel Agreement** for such further periods as may be determined at **the Fund's** sole discretion.

5. SPECIAL TERMS AND CONDITIONS

- 5.1. At no additional cost to **the Fund**, other than the payment to be paid by **the Fund** to **the Service Provider** for **the Deliverables** in terms of **this Agreement**, and provided that the unjustifiable actions of **the Fund** do not prevent **the Service Provider** from performing its obligations under **this Agreement** and barring any force majeure event, **the Service Provider** undertakes at all times to:
- 5.1.1. supply **the Deliverables** with promptness, diligence, in a professional manner and with all due care, skill and expertise,
 - 5.1.2. render **the Deliverables** within the agreed timelines,
 - 5.1.3. act in the best interest of **the Fund** and avoid all conflicts of interest that may arise,
 - 5.1.4. perform its obligations in a manner that does not infringe or constitute an infringement or misappropriation of any intellectual property or other proprietary rights of any third party; and
 - 5.1.5. comply with all legal requirements and with the necessary licenses, certificates, authorisations and consents required under the laws of the Republic of South Africa or under any other applicable jurisdiction for the supply of **the Deliverables** to **the Fund**.
- 5.2. Notwithstanding anything seemingly to the contrary contained in **this Agreement**, a breach by **the Service Provider** of any of the provisions specified in clause 5.1 above shall constitute a material breach of **this Agreement** which will entitle **the Fund** to require **the Service Provider** to rectify the breach within 7 (seven) days, failing which, without prejudice to any other remedies **the Fund** may have in law, **the Fund** may terminate **this Agreement** summarily.
- 5.3. All intellectual property (IP) shall remain the property of the owner of such intellectual property.
- 5.4. Subject to clause 5.5 below, all templates, documents, procedures and frameworks including, but not limited to, project methodologies, development methodologies, implementation methodologies, training methodologies, training material/courseware and the supporting documents and artefacts thereto,

remain the property of **the Service Provider** and/or their respective owners and may not be reproduced or reused in any form whatsoever without the express written approval of **the Service Provider** and/or the respective intellectual property owner.

- 5.5. Notwithstanding the provisions of clause 5.3 and 5.4 above, ownership in any documentation specified as a **Deliverable** in the Terms of Reference contained in the Request for Proposal process of procurement shall pass to **the Fund** upon payment by **the Fund** to **the Service Provider** of the amount specified in clause 3 above and **the Fund** shall have the right to use, reproduce and adapt the documentation for its own internal use.
- 5.6. Risk and benefit of any products and / or materials supplied to the **Fund** as part of the **Deliverables** shall pass to the **Fund** on the **Fund** taking delivery.
- 5.7. Ownership of any products or materials supplied to the **Fund** as part of the **Deliverables** shall pass to the **Fund** on the **Fund** making payment to the **Service Provider** in respect of the specific products and / or material.
- 5.8. The **Service Provider** shall, annually on the anniversary of the **Effective Date**, furnish a certified copy of the valid Fidelity Fund Certificate for the **Service Provider** and a certificate of Good Standing in respect of each of the **Lead Legal Practitioner** who provide **Deliverables** to the **Fund**. Failure by the **Service Provider** to submit the documentation referred herein will result in the **Fund** not issuing any Service Request in accordance with clause 14 below, until such proof has been submitted to the **Fund**.
- 5.9. The **Service Provider** shall, furnish to the **Fund** a certified copy of the **Service Provider's** insurance policy in respect of the **Service Provider's** professional liability indemnity insurance in an amount of not less than R 25, 000, 000.00 (Twenty Five Million Rand) per annum, in aggregate. The **Service Provider** shall maintain the cover under the policy for the duration of this **Agreement**. The **Service Provider** shall be required to submit the validity of the cover under the policy yearly. Failure by the **Service Provider** to submit the proof of valid cover under the policy, will result in the **Fund** not issuing any Service Request in accordance with clause 14 below, until such proof has been submitted to the **Fund**.
- 5.10. The **Service Provider** agrees that, in as far as the law allows, no limitation of the **Service Provider's** liability shall apply in respect of any claims by the **Fund**, of whatever nature, arising out of breach of contract, negligent or intentional actions or omissions or unlawful conduct of the **Service Provider**, its directors, employees or agents.
- 5.11. The Parties appoint the following individuals to whom the Parties assign the management of the **Deliverables**. (Hereinafter referred to as the "Service Manager(s)")

5.11.1. **The Fund:**

Tel: _____

E-mail: _____@raf.co.za

(or such other official duly authorised in terms of the Road Accident Fund's Delegations of Powers and Functions Policy Framework)

5.11.2. **The Service Provider:**

Tel: _____

Mobile: _____

e-mail: _____

6. **DATA PROTECTION**

- 6.1. The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 4 of 2013 (hereinafter referred to as 'POPI').
- 6.2. Where any party receives any personal information as defined in POPI it shall ensure that it fully complies with the provisions of the Act and only deal with the personal information to fulfil its obligations under this ***Legal Services Panel Agreement***. The personal information received shall not be further processed or disclosed without the consent of the disclosing party.
- 6.3. Each party therefore understands and agrees, notwithstanding any contrary provision in any other agreement between the parties, that each party retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of the provisions dealing with POPI, and may prevent the other party, any of its agents or subcontractors, or any third party who has received records from that party from violating this ***Legal Services Panel Agreement*** by any legal means available. Each party further understands that violation of the provisions dealing with POPI may subject that party to applicable legal penalties, including those provided under POPI.
- 6.4. Within thirty (30) days after the termination of this ***Legal Services Panel Agreement***, for whatever reason, the receiving party of either party's personal information shall return same or at the discretion of the disclosing party of such personal information, destroy such personal information, and shall not retain copies, samples or excerpts thereof.
- 6.5. In cases where the disclosing party has elected for the personal information to be destroyed, as provided for in clause 6.4 above, the receiving party shall, within ten (10) days of receiving the instruction to destroy the personal information, send an affidavit confirming the destruction of personal information.
- 6.6. **Security Measures:**

- 6.6.1. The **Service Provider** shall put in place such security measures to ensure the protection of **Data**. These measures shall include but not limited to access control, firewalls, authentication, encryptions, business continuity measures, network and application security, vulnerability and web application scanning, logging and monitoring as further detailed in **Annexure C**.
- 6.6.2. The **Service Provider** shall implement appropriate measures designed to ensure the confidentiality of **Data**, including by imposing confidentiality obligations on any of its agents or subcontractors, or any third party who has received records.
- 6.6.3. . The **Service Provider** shall report all security incidents within 24 (twenty fours) of such occurrence and advise the **Fund** of containment and preventative measures taken in that regard.
- 6.6.4. The **Fund** reserves its rights herein to conduct inspection and/or audit of the **Service Provider's** security measures in place to ensure compliance with the protection of its **Data in** accordance with the measures mentioned in **Annexure C**
- 6.6.5. The **Fund** shall inform the **Service Provider** in writing five (5) days prior to the site inspection as envisaged in clause 6.6.4 above.

6.7. Right to Audit:

- 6.7.1. The **Service Provider**, shall on the **Fund's** reasonable written request, provide the **Fund** with reasonable information necessary to demonstrate compliance with this clause, which may include any available third-party security audit reports.

6.8. Data Breaches:

- 6.8.1. The **Service Provider** shall notify the **Fund** within 24 (twenty-four) hours of becoming aware of any request or queries pertaining to the **Fund's Data** or any breach thereof.
- 6.8.2. The **Service Provider** shall co-operate with the **Fund** and take reasonable steps as directed by the **Fund** to assist in the investigation, mitigation and remediation of the breach.
- 6.8.3. The **Service Provider** acknowledges that a breach of their obligations under this clause could cause irreparable harm to the **Fund** as to which monetary damages may be difficult to ascertain or sufficient remedy at that particular time.
- 6.8.4. Therefore, the **Service Provider** agrees that the **Fund** will have the right, in addition to any other rights or remedies available in law, to seek any other injunctive relief for the non-compliance or violation of the terms of this clause including those available in terms of the POPI.

7. TAX CLEARANCE CERTIFICATE

- 7.1. Subject to any direction from the South African Revenue Services and without limiting in any manner whatsoever the generality of **the Service Provider's** obligations in terms of clause 17 of **Annexure A, the Service Provider** shall, for the full and uninterrupted duration of **this Agreement**, ensure that **the Fund** is –
- 7.1.1. placed in possession of an original, valid, unexpired Tax Clearance Certificate, issued by the South African Revenue Services;
 - 7.1.2. furnished with a new, original, valid, unexpired Tax Clearance Certificate, issued by the South African Revenue Services, not more than 5 (five) days after the expiry of the Tax Clearance Certificate contemplated in clause 7.1.1 above, in the event of any such Tax Clearance Certificate expiring during the duration of **this Agreement**.
 - 7.1.3. furnished with a Tax Compliance Status unique security code for the **Fund** to verify the **Service Provider's** tax compliance status on the South African Revenue Service's e-filing system.
- 7.2. Notwithstanding anything seemingly to the contrary contained in **this Agreement**, until the **Service Provider** complies fully with its obligations under clause 7.1 above, **the Fund** has the right to withhold payment of any unpaid amounts provided for in **this Agreement** –
- 7.2.1 without prejudice to any other rights which **the Fund** may have in terms of **this Agreement** or in law; and
 - 7.2.2 without interest accruing on the amount or amounts withheld.
- 7.3. A breach by the **Service Provider** of its obligations under clause 7.1 above is a material breach which will entitle **the Fund**, in its sole election, to cancel **this Agreement** forthwith, without prejudice to any other rights which **the Fund** may have in terms of **this Agreement** or in law.

8. CHANGE CONTROL

- 8.1. In this clause 8, "**Change Order**" means a document which is used for the specific purpose of recording the details of any change to **this Agreement** and which shall be signed by the authorized representatives of both Parties before becoming effective and binding on the Parties.
- 8.2. Should either party wish to make any change to **this Agreement**, that party shall prepare a draft **Change Order** which shall specify the following:
- 8.2.1. the party's name and contact details and the date of the **Change Order** request;
 - 8.2.2. a description of the proposed change and the reason for proposing the change; and
 - 8.2.3. when the party would require the **Change Order** to be implemented, if agreed.

- 8.3. In the event that the **Change Order** is requested by **the Fund, the Service Provider** shall promptly undertake an exercise to determine the impact (including any knock-on effect) of the proposed change on:
- 8.3.1. the continued provision of the balance of the Parties' obligations;
 - 8.3.2. resources including, without limitation, staff; and
 - 8.3.3. fees and any reimbursable expenses.
- 8.4. In the event that the **Change Order** is requested by **the Service Provider, the Service Provider** shall furnish **the Fund** with the details of the impact (including any knock-on effect) of the proposed change on:
- 8.4.1. the continued provision of the balance of the Parties' obligations;
 - 8.4.2. resources including, without limitation, staff; and
 - 8.4.3. fees and any reimbursable expenses.
- 8.5. No **Change Order** shall be of any force or effect until it is executed by the duly authorised signatories of each of the Parties.
- 8.6. Each executed **Change Order** shall be subject to the terms and conditions contained in **this Agreement** except as otherwise expressly provided for in such **Change Order** by the Parties by specifically stating the Parties' intention to amend such terms and conditions of **this Agreement** and identifying the specific terms and conditions being amended.
- 8.7. A unique, consequential, number shall be allocated to each **Change Order**.
- 8.8. The authorised representative of **the Fund**, for purposes of executing a **Change Order**, is **the Fund's** Chief Executive Officer or such other official duly authorised in terms of **the Fund's** Delegations of Powers and Functions Policy Framework.
- 8.9. No terms and conditions contained in, without limitation, any purchase order, quote, invoice, statement or similar document, other than a **Change Order** executed pursuant to this clause 8, shall have the effect of changing any term or condition contained in **this Agreement**.

9. PENALTIES

- 9.1. The **Service Provider** acknowledges its binding obligation to achieve the service levels specified in this clause 9 as read with clause 2; however, in the event that **the Service Provider** fails to perform in accordance with the provisions of **this Agreement**, then and in such eventuality, the **Fund** shall become entitled to the penalties (credits) specified in this clause 9.

- 9.2. Notwithstanding anything seemingly to the contrary the **Fund** may in its sole discretion elect to waive a penalty and pursue a claim for damages instead.
- 9.3. The following definitions apply to the measurement of the Service Levels:
- 9.3.1. **“Amount at Risk”** means the Invoice Amount payable in that particular month the penalty is applicable.
 - 9.3.2. **“Business Hours”** means hours between 08:00 and 17:00 on days other than a Saturday, Sunday or national public holiday in the Republic of South Africa.
 - 9.3.3. **“Service Level Breach”** means a failure by the **Service Provider** to achieve any timelines and milestones as specified in a **Service Request**.
- 9.4. When providing the **Deliverables** the **Service Provider** shall adhere to the following minimum service levels:
- 9.4.1. All new instructions to the **Service Provider** by the **Fund** shall be confirmed by the **Fund** per e-mail to the **Service Provider**. The **Service Provider** shall acknowledge such new instructions per e-mail, within 24 (twenty-four) hours calculated from the time the **Fund** sent the e-mail.
 - 9.4.2. All instructions in respect of existing matters shall be confirmed by the **Fund** per e-mail. The **Service Provider** shall acknowledge receipt of such instructions per e-mail, within 24 (twenty-four) hours calculated from the time the **Fund** sent the e-mail.
 - 9.4.3. The **Service Provider** shall notify the **Fund**, per e-mail, of the receipt of all notices, pleadings, opinions, and other court processes and pleadings (collectively referred to as **“Documents”**), within 24 (twenty-four) hours of receipt by the **Service Provider** of such **Documents**.
 - 9.4.4. The **Service Provider** shall furnish the **Fund** with soft copies of **Documents** within 24 (twenty-four) hours of receipt by the **Service Provider** of such **Documents**. In instances where the volume of the **Documents** is such that it is voluminous and requires a longer period to convert to a soft copy, the **Service Provider** shall inform the **Fund** accordingly in the e-mail contemplated in clause 9.4.3 above.
 - 9.4.5. **The Service Provider** shall furnish the **Fund** with monthly status reports, per e-mail, on or before the 7th day of each month in respect of all matters handled by the **Service Provider**. To avoid doubt, the monthly status report contemplated in this clause 9.4.5 shall include, but shall not be limited to, particulars describing the current status of a matter with reference to the most recent developments, as well as an indication of the next steps in the matter with reference to timelines and expected outcomes.
 - 9.4.6. The **Fund** may, from time to time and in respect of any matter, request the **Service Provider** to furnish the **Fund** with a status report, per e-mail, within 24 (twenty- four) hours of receipt of an e-mail from the **Fund**. To avoid doubt, the status report contemplated in this clause 9.4.6 shall include, but shall not be limited to, particulars describing the current status of the matter

with reference to the most recent developments, as well as an indication of the next steps in the matter with reference to timelines and expected outcomes.

- 9.4.7. In every instance where an affidavit by a **Fund** official is required in relation to any of the **Deliverables**, the **Service Provider** shall arrange for such affidavit to be commissioned by an independent commissioner of oaths at the **Fund's** office where the particular **Fund** official is employed.
 - 9.4.8. In every instance where documentation must be uplifted from the **Fund's** offices in relation to any of the **Deliverables** the **Service Provider** shall arrange for such documentation to be uplifted within 24 (twenty-four) hours from receipt of the **Fund's** electronic notice to the **Service Provider** to collect the **Documents**. Notwithstanding the aforementioned, the **Fund** may elect, in the **Fund's** sole discretion, to arrange for the **Documentation** to be couriered to the **Service Provider**.
 - 9.4.9. The **Service Provider** shall at all times maintain an operational e-mail capability and shall inform the **Fund** per telephone and facsimile, within 1 (one) hour of a loss of an operational e-mail capability, or any breakdown or other issue that may impact e-mail communication between the **Service Provider** and the **Fund**.
 - 9.4.10. Notwithstanding anything to the contrary contained in this **Agreement**, the **Service Provider** shall, in respect of **Deliverables** required by the **Fund** in matters deemed urgent, ensure that the **Deliverables** are provided within whatever shorter timeframe is deemed appropriate, in the opinion of **the Fund** to ensure that the interests of the **Fund** are protected.
- 9.5. The **Service Provider** shall adhere to timelines for the **Services** as specified in this clause and on each e-mail containing instructions to provide **Deliverables**.
- 9.6. The failure by the **Service Provider** to achieve timelines specified in this clause 9 and on each e-mail containing instructions to the **Service Provider** shall result in a **Service Level Breach** and the **Fund** shall become entitled to the **Amount at Risk** in respect of each breach.
- 9.7. The **Service Provider** shall credit the **Fund** with the **Amount at Risk** for the month in which the breach occurred, which **Amount at Risk** shall become due and payable and actually deducted from the invoice submitted in the following month.
- 9.8. Penalties shall be calculated based on the number of days which a specific **Deliverable** remains outstanding and in accordance with the table set out below:

DAYS DELAY VS PENALTY AS PERCENTAGE OF AGREED FEE										
Day	1	2	3	4	5	6	7	8	9	10+
Delivery of Deliverables	3%	6%	9%	12%	15%	18%	21%	24%	27%	30%

* "Agreed Fee" means the fee outlined in this schedule.

* Penalties in respect of any one matter shall not exceed, in aggregate, 30% of the Agreed Fee.

- 9.9. The **Service Provider** shall, as part of the standard monthly reporting provided to **the Fund**, include a report on **Service Level Defaults**.
- 9.10. Without prejudice to any other rights that **the Fund** may have in law, **the Fund** shall be entitled to recover damages from the **Service Provider** in lieu of the prescribed penalty.
- 9.11. Should, during the subsistence of **this Agreement**, penalties be imposed on more than three instances/occasions in a particular six-month period, **the Fund** shall without prejudice to any other remedies **the Fund** may have in law, terminate **this Agreement** summarily and without the requirement for the issuance of a notice of breach.
- 9.12. The **Fund** agrees that the **Service Provider** shall not be held liable for failure to meet the Service Levels and accordingly no penalties will accrue:
- 9.12.1. Where such failure to meet such service level is as a result of the **Service Provider** being obliged to work with third party contractors, appointed by the **Fund**;
- 9.12.2. Where such failure is due to an event attributable to the **Fund**; and
- 9.12.3. Where the end user of the **Fund** is not available when the **Service Provider** requires the end user to be available.

10. SERVICE STANDARDS

- 10.1. **The Service Provider** shall proceed with the carrying out of the **Deliverables** regularly, diligently and in accordance with such expertise as may be necessary to provide the **Deliverables**.
- 10.2. **The Fund** shall not be obliged to provide any supervision, materials, plant, tools, equipment and facilities necessary to perform the **Deliverables** in accordance with **this Agreement**.
- 10.3. **The Service Provider** shall be deemed to have capacity to deliver the **Deliverables** and to have satisfied itself of the conditions and all circumstances affecting the **Deliverables** and the carrying out of the **Deliverables**.

- 10.4. Accordingly, no claim by **the Service Provider** for additional payment or extension of time will be allowed on the grounds of any matter relating to the **Deliverables** or as to the circumstances or conditions under which the **Deliverables** are to be provided.
- 10.5. **The Service Provider** shall not do anything or cause anything to be done, which may damage the reputation of **the Fund** or bring **the Fund** into disrepute, and **the Fund** reserves to itself the sole and exclusive right to invoke the provisions of clause 19 of Annexure A to address any and all service level breaches detailed in **this Agreement**.

11. SERVICE MANAGEMENT

- 11.1. **The Service Provider** shall employ sufficient staff to ensure the **Deliverables** are provided as required under **this Agreement**.
- 11.1.1. **The Service Provider** must employ sufficient staff to ensure that the **Deliverables** are provided at all times and in all respects according to **the Fund's** Request for Proposal process of procurement.
- 11.1.2. **The Service Provider** must ensure that a sufficient reserve of staff is available to provide the **Deliverables** to **the Fund** during absences of any staff.
- 11.2. **The Service Provider** must employ for the purposes of **this Agreement** only such persons as are careful, skilled and experienced in the duties required of them, and must ensure that every such person is properly and sufficiently trained and instructed.
- 11.3. Given that clause 2.5 provides that **Deliverables** shall be undertaken by a **Lead Legal Practitioner**, **the Service Provider** shall undertake all reasonable steps to ensure that the **Lead Legal Practitioner** shall remain engaged for the full period of the **Deliverable**. For the sake of clarity, **Lead Legal Practitioner** shall be deemed to be those persons identified under clause 2.6 to fulfil the requirements of the Request for Proposal process of procurement.
- 11.4. In the event of sickness or other emergencies, **the Service Provider** shall provide suitably qualified and experienced replacement personnel, which are acceptable to **the Fund** (such acceptance not to be unreasonably withheld or delayed), without additional charge or expense at the earliest possible opportunity.
- 11.5. In circumstances beyond its reasonable control, **the Service Provider** may, subject to the reasonable approval of **the Fund**, replace any of the **Lead Legal Practitioner** with personnel of equivalent expertise and experience, and at the same cost.

- 11.6. If in the opinion of **the Fund** and **the Service Provider** a handover period is required, **the Service Provider** shall provide both the **Lead Legal Practitioner** and the replacement personnel during this period at no extra charge.

12. SUBDELEGATION

- 12.1. The **Service Provider** shall not subcontract to any third party ("**the Subcontractor**") any portion of the **Deliverables** that must be provided under **this Agreement** without the **Fund's** prior written consent.
- 12.2. **The Fund** shall not be under any obligation to consent to a request by the **Service Provider** to subcontract to any third party any portion of the **Deliverables** that must be provided under **this Agreement**.
- 12.3. **The Fund** shall, when giving consideration to a written request for consent contemplated in clause 12.1 above, conduct a due diligence on the **Subcontractor**.
- 12.4. Further to the provisions of clause 12.3 above, and to assist **the Fund** in conducting its due diligence as envisaged, **the Service Provider** shall provide with the written request, and **the Fund** shall take into consideration, the following aspects pertaining to the **Subcontractor**:
- 12.4.1. An original B-BBEE Status Level Verification Certificate in respect of the **Subcontractor**, issued by an accredited verification agency, alternatively a certificate issued by the accounting officer (in respect of a close corporation), the registered auditor (in respect of a company) or accredited verification agency, that the **Subcontractor** is an Exempted Micro Enterprise or a Qualifying Small Enterprise;
- 12.4.2. An original Declaration of Interest completed and signed by the **Subcontractor**; and
- 12.4.3. An original valid Tax Clearance Certificate in respect of the **Subcontractor**.
- 12.5. The **Fund** may, if the **Fund** elects to approve a request contemplated in clause 12.1 above, make such consent subject to such terms and conditions as the **Fund** in its sole election consider reasonable.
- 12.6. Notwithstanding that the **Fund** may elect to consent to a request contemplated in clause 12.1 above, such consent by the **Fund** shall not relieve the **Service Provider** of any of the **Service Provider's** obligations under **this Agreement** and the **Service Provider** shall remain responsible for the actions and omissions of the **Subcontractor**.

13. SUBCONTRACTORS AND HDI REQUIREMENTS

- 13.1. **The Service Provider** shall in all instances where **the Fund** consents in terms of the provisions of clause 12 above, serve as the principal contractor in respect of the provision of the **Deliverables** and shall, at all times, remain solely responsible for the performance of the **Deliverables**.

- 13.2. **The Service Provider** recognises that **the Fund** has appointed **the Service Provider** in reliance on the expertise and B-BBEE nature of both **the Service Provider** and the **Subcontractors**.
- 13.3. **The Service Provider** shall utilise only the **Subcontractors** as its contractors for the rendering of the **Deliverables** in terms of **this Agreement**.
- 13.4. **The Service Provider** shall, for audit purposes and upon request by **the Fund**, supply **the Fund** with any agreement or correspondence between it and its **Subcontractors** relating to the appointment in terms of the Proposal and **this Agreement**.
- 13.5. The **Service Provider** shall not terminate its relationship with one or more of its **Subcontractors** without the prior written consent of **the Fund**, which consent shall not unreasonably be withheld.
- 13.6. **The Service Provider** shall not appoint any new **Subcontractor** without the prior written consent of **the Fund**, which consent shall not unreasonably be withheld.
- 13.7. **The Service Provider** indemnifies and holds **the Fund** harmless against any claim/s of any nature whatsoever brought by the **Subcontractors** arising as a result of or in connection with any breach of any contractual obligation owed by the **Service Provider** to the **Subcontractors** in the performance of the **Deliverables**.

14. SERVICE REQUESTS

- 14.1. **The Fund** and **Service Provider** may agree upon the particulars of the **Deliverables** to be provided by the **Service Provider** in the form of a **Service Request** document.
- 14.2. **The Fund** and the **Service Provider** shall in respect of the **Service Request** document agree upon the following minimum criteria:
- 14.2.1. The specific particulars of the **Deliverables** to be rendered by the **Service Provider**;
 - 14.2.2. The timeframes within which the **Service Provider** must provide the **Deliverables**; and
 - 14.2.3. The fees and expenses that **the Fund** shall pay to the **Service Provider** as consideration for the **Deliverables**.
- 14.3. **The Fund** and the **Service Provider** may in respect of each **Service Request** addendum agree the following additional criteria:
- 14.3.1. A project plan, delivery schedule, or similar document that aligns with the **Deliverables** and timeframes specified in **Annexure B**.
 - 14.3.2. Billing milestones for the payment, in installments, of the fees and expenses specified in **Annexure B**; and

- 14.3.3. Any other criteria that **the Fund** and the **Service Provider** wish to incorporate in the specific **Service Request** document.
- 14.4. The **Service Request** document must be signed by the Service Managers of **the Fund** and the authorised representative of the **Service Provider** before coming into effect. To avoid doubt, the date on which the particular **Service Request** document comes into effect shall be the date of signature of the party signing last in time.
- 14.5. Each **Service Request** document shall, upon coming into effect, be deemed incorporated into **this Agreement** as an addendum.
- 14.6. In the event of any conflict between a term or condition contained in any **Service Request** document and a term or condition contained in **this Agreement**, the term or condition contained in **this Agreement** shall take preference, unless **the Fund** and the **Service Provider** specifically agreed in the particular **Service Request** document that the **Service Request** document shall take precedence over **this Agreement**.

15. LIMITATION OF LIABILITY

- 15.1. The **Service Provider** shall be liable for all direct loss and damage (from whatsoever cause arising and whether contractual or delictual) occasioned solely due to its proven negligence in the course and scope of its obligations in terms of **this Legal Services Panel Agreement**.
- 15.2. Notwithstanding anything seemingly to the contrary contained in **this Legal Services Panel Agreement**, the **Service Provider** shall not be liable to **the Fund**, whether in contract, delict, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, loss of profits or interest costs, provided that this limitation of **the Service Provider's** liability shall not apply to:
- 15.2.1. any legal liability of **the Service Provider** towards **the Fund** in respect of any malicious, intentional, fraudulent, reckless or grossly negligent act of **the Service Provider**, **the Service Provider's** security officers or other personnel, occasioned strictly in the scope and exercise of its obligations in terms of **this Legal Services Panel Agreement**;
- 15.2.2. the legal liability of **the Service Provider** to indemnify **the Fund** against claims by third parties arising from the infringement of any patent, trademark, or industrial design rights arising from use of any goods or any part thereof by **the Fund**, where such goods were supplied to **the Fund** by **the Service Provider**.
- 15.3. Notwithstanding any other provision of **this Legal Services Panel Agreement** the Parties agree that **the Service Provider's** entire, aggregate liability to **the Fund** arising out of or in connection with **this Legal Services Panel Agreement** howsoever arising (whether for breach of contract and/or delict

including negligence) shall be limited to an amount equal to R200, 000, 000.00 (Two Hundred Million Rands).

16. FORCE MAJEURE

- 16.1. In the event of any act beyond the reasonable control of the Parties, including war, warlike operation, rebellion, riot, civil commotion, lockout, fire or (without regard to the foregoing enumeration) any other 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"), then the Party affected by such force majeure will be relieved of its obligations hereunder during the period that such force majeure continues.
- 16.2. The Party's relief is only to the extent so prevented and such Party will not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage which the other Party may suffer due to or resulting from the force majeure, provided always that a written notice will be promptly given of any such inability by the affected Party.
- 16.3. Any Party invoking force majeure will upon termination of such force majeure give prompt written notice thereof to the other Party. Should force majeure continue for a period of more than thirty (30) days, then either Party has the right to cancel this **Agreement** by giving written notice to such other Party to that effect.
- 16.4. Notwithstanding anything to the contrary contained in this **Agreement**, the **Service Provider** will not be entitled to rely on a force majeure defence in the event that such act, circumstance or action could have been prevented by the **Service Provider** having proper contingency measures in place.

17. ORDER OF PRECEDENCE

- 17.1. In the event of any of the provisions of **this Agreement**, or any Annexure to **this Agreement**, or any **Change Order** or addendum or any Proposal Document being in conflict with each other, the conflict shall be resolved in accordance with the following order of precedence:
- 17.1.1. The Schedule,
 - 17.1.2. A **Change Order** signed later in time,
 - 17.1.3. any other **Change Order** signed earlier in time,
 - 17.1.4. any applicable **Service Request**,
 - 17.1.5. Annexure A,
 - 17.1.6. Annexure B,
 - 17.1.7. Annexure C,
 - 17.1.8. Annexure D,

17.1.9. the Request for Proposal and any additions or amendments thereto furnished to **the Service Provider** in the Proposal process (“the Proposal Documents”), including the Terms of Reference and/or Specifications

17.1.10. the Government Procurement General Conditions of Contract; and

17.1.11. The aforementioned documents take precedence over any other annexure to **this Agreement**.

Signed at Centurion on this _____ day of _____ 20____.

For: **Road Accident Fund**
 Name: Collins Phutjane Letsoalo
 Capacity: Chief Executive Officer

Witness
 Name: _____

Signed at _____ on this ____ day of _____ 20____.

For: _____
 Name: _____
 Capacity: _____

Witness
 Name: _____

ANNEXURE A
ROAD ACCIDENT FUND
SPECIAL CONDITIONS OF CONTRACT ("SCC")

1. INTERPRETATION AND DEFINITIONS

- 1.1. In this Agreement, unless clearly inconsistent with or otherwise indicated by the context of the Agreement, the following words, terms or phrases have the following meanings:
- 1.1.1 **"Fund"** means the Road Accident Fund, a juristic person established in terms of Section 2(1) of the Road Accident Fund Act No. 56 of 1996 (as amended), as well as its successor in title and any other juristic person to whom the Fund's rights and obligations may be assigned and devolve upon;
 - 1.1.2 **"Service Provider"** means the party described in the Schedule of the ***Legal Services Panel Agreement***, or in lieu of a ***Legal Services Panel Agreement*** the party described as the Supplier in the Purchase Order issued by the Fund (whichever is applicable);
 - 1.1.3 **"Confidential Information"** means the terms of this Agreement; any information concerning either party or its stakeholders and customers including its operations, business and financial affairs and all other matters which relate to the business of either party and in respect of which information is not readily available in the ordinary course of the business to a competitor of such party or in to any third party; proprietary information or secret information or personal information;
 - 1.1.4 **"Intellectual Property Rights"** means all rights in and to the intellectual property including, without limitation, any know-how, patent, copyright, registered design, trademark or other industrial or intellectual property, whether registered or not and whether or not capable of being registered and any application for any of the aforementioned.
- 1.2. Any reference to the singular includes the plural and *vice versa*.
- 1.3. Any reference to natural persons includes legal persons and *vice versa*.
- 1.4. Any reference to a gender includes the other gender/s.
- 1.5. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.6. Where any number of days is prescribed in this Agreement same shall be considered to be calendar days and reckoned exclusive of the first and inclusive of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa.

- 1.7. The use of the word "including" or "includes" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example.
- 1.8. The rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation of the Agreement, shall not apply.
- 1.9. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.10. Recordals shall be binding on the parties and are not for information purposes only.
- 1.11. Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.12. To the extent that there is a conflict between the provisions contained in the Schedule and the provisions contained in these Special Terms and Conditions of Contract (SCC), the provisions of the Schedule shall prevail.
- 1.13. To the extent that there is a conflict between the provisions contained in the Special Terms and Conditions of Contract (SCC) and the provisions contained in Government Procurement General Terms and Conditions of Contract (GCC), the provisions of the SCC shall prevail.
- 1.14. Terms other than those defined within this Agreement will be given their plain English meaning, and those terms, acronyms, abbreviations and phrases known in the relevant industry to which this Agreement applies shall be interpreted in accordance with their generally known meanings in such industry.
- 1.15. Any reference to any statute or statutory regulation shall include a reference to any amendments thereto and to the successor/s in title to such statutes and statutory regulations.
- 1.16. Any reference to any organisation, institution, office, body, department, organ or person vested with certain powers and authority shall include a reference to its successor/s in title.
- 1.17. The expiration or termination of this Agreement shall not affect those provisions of this Agreement which 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 the fact that the clauses themselves do not expressly provide for this.

- 1.18. If any provision in a recordal, preamble or definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Agreement.
- 1.19. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

2. RECORDAL

- 2.1. The SCC is the Fund's standard terms and conditions of contract and constitutes part of the ***Legal Services Panel Agreement*** between the Fund and the Service Provider, or in lieu of a ***Legal Services Panel Agreement***, constitutes part of the Purchase Order issued by the Fund to the Service Provider (whichever is applicable)
- 2.2. All references to the Agreement are references to the ***Legal Services Panel Agreement*** or Purchase Order (whichever is applicable) and the SCC and the GCC.

3. NON-PERFORMANCE OF THE SERVICE PROVIDER

- 3.1. In the event of the Service Provider not meeting the performance standards set by the Fund, the Fund shall be entitled to call upon the Service Provider by written notice to remedy the situation.
- 3.2. Should the Service Provider fail to remedy the situation within 7 (seven) days the Fund shall be entitled to cancel this Agreement forthwith and without further notice to the Service Provider.
- 3.3. Should the Service Provider fail to meet the set performance standards, the Fund shall be entitled to cancel any outstanding payment due to the Service Provider with regards to the deliverable in terms of the Agreement.

4. PAYMENT

- 4.1. An original and detailed tax invoice must be submitted after the Fund has acknowledged receipt of the services rendered or goods received in writing.
- 4.2. A correct and original tax invoice must be submitted to the Fund by the 1st (first) calendar day of the month.
- 4.3. All supporting documentation, including but not limited to monthly statements (where applicable) and a verification of bank details, must be received before payment can be effected.

- 4.4. The Service Provider shall be required to verify its bank account details by furnishing the Fund with a letter from its bank with a bank stamp, alternatively it shall furnish the Fund with a cancelled cheque.
 - 4.4.1. The following bank details must be verified:
 - 4.4.2. Account Holder and any Trading Names
 - 4.4.3. Bank Name
 - 4.4.4. Branch Name
 - 4.4.5. Branch Code
 - 4.4.6. Account Number
 - 4.4.7. Type of Account
- 4.5. Payment will be made by the end of the month on condition that the documentation listed in 4.2 and 4.3 above is furnished to the Fund by the 1st (first) calendar day of the month.
- 4.6. If an invoice and supporting documentation is submitted to the Fund after the 1st (first) calendar day of the month it shall only be paid by the end of the following month.
- 4.7. Should the documentation be incomplete, incorrect or late (see clauses 4.1 – 4.6 above), payment shall only be effected once the correct and complete documents are received and shall be made in terms of the provisions of 4.5 and 4.6 above. No penalty interest shall be permitted to be charged by the Service Provider in this event.
- 4.8. Payment shall be effected by electronic bank transfer or any other method of payment decided to be used by the Fund from time to time and at the Fund's sole discretion.
- 4.9. Any special or unusual expenses incurred by the Service Provider at the Fund's specific written request must be charged by the Service Provider at cost to the Fund. The Fund may inspect expense vouchers at any reasonable time. The Fund shall at its own cost verify any such special or unusual expenses.
- 4.10. Value Added Tax (VAT) shall be charged on all invoices, which must include the Service Provider's VAT registration number, in terms of the Value Added Tax legislation applicable in the Republic of South Africa.

5. CONFIDENTIAL INFORMATION

- 5.1. The parties shall hold in confidence all Confidential Information received from each other and not divulge the Confidential Information to any parties, including any of their employees, agents, consultants and sub-contractors directly, unless the parties are involved with the execution of this Agreement and then only on a need to know basis.

- 5.2. The parties shall prevent disclosure of the Confidential Information, except as may be required by law.
- 5.3. The parties agree that they shall protect each other's Confidential Information using the same standard of care that each party applies to safeguard its own Confidential Information and that the information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.
- 5.4. Within thirty (30) days after the termination of this Agreement, for whatever reason, the receiving party of Confidential Information shall return same or at the discretion of the disclosing party of such Confidential Information, destroy such Confidential Information, and shall not retain copies, samples or excerpts thereof.
- 5.5. The disclosing party of Confidential Information may at any time request the receiving party of such Confidential Information to return any material containing, pertaining to or relating to Confidential Information disclosed pursuant to the terms of this Agreement, and may in addition request the receiving party to furnish a written statement to the effect, that upon such return, the receiving party has not retained in its possession or under its control either directly or indirectly any such material.
- 5.6. As an alternative to the return of the material contemplated in 5.5 above, the receiving party shall at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that all such material has been destroyed.
- 5.7. The receiving party shall comply with the request in terms of clauses 5.5 and 5.6, within fourteen (14) days of receipt of same.
- 5.8. It is recorded that the following information shall, for the purpose of this Agreement, not be considered to be Confidential Information:
 - 5.8.1. Information known to either of the parties prior to the date that it was received by the other party; or
 - 5.8.2. Information known to the public or generally available to the public prior to the date that it was disclosed by either of the parties to the other; or
 - 5.8.3. Information which becomes known to the public or becomes generally available to the public subsequent to the date that it was disclosed by either of the parties to the other, through no act or failure to act on the part of the recipient of such Information; or
 - 5.8.4. Information which either of the parties, in writing, authorises the other to disclose.
- 5.9. For the avoidance of any doubt, no provision of this Agreement should be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the Confidential Information in the event that the receiving party receives the

request for the whole or any part of the confidential information in terms of the provisions of the Promotion to Access to Information Act No. 2 of 2000.

- 5.10. Breach of these obligations shall, without prejudice to any other rights that the parties have in law and or in terms of this Agreement entitle the Fund to recover damages from the Service Provider.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Where the Service Provider's services and/or products supplied to the Fund in terms of this Agreement include Intellectual Property Rights which require to be protected, this is acknowledged by the Fund.
- 6.2. Where certain information pertaining to the Service Provider's Intellectual Property Rights is disclosed to the Fund and any of its employees and consultants, such information shall be treated as Confidential Information and afforded the protection in terms of clause 5.above.

7. WARRANTIES

- 7.1. Where the Service Provider's products and/or services supplied to the Fund in terms of this Agreement include or come with certain warranties or guarantees, these shall be incorporated into this Agreement as if specifically mentioned and the Fund shall receive the full benefits thereof.
- 7.2. All representations made by the Service Provider in this regard whether in writing or verbally shall be deemed to be incorporated into this Agreement as if specifically stated.
- 7.3. Where a dispute arises regarding the terms and conditions of such warranties or guarantees and the representations made by the Service Provider, then the standard practice of the Service Provider in giving such warranties in the normal course of its business shall be deemed to apply as the minimum warranty or guarantee benefits due to the Fund.
- 7.4. The particular terms and conditions of such warranties or guarantees may be recorded in the Schedule. In the event of a conflict between the provisions contained in the Schedule and the provisions contained in the SCC pertaining to such warranties or guarantees, the provisions of the Schedule shall prevail.

8. CESSION AND ASSIGNMENT

The Service Provider shall not cede, assign, abandon or transfer any of its rights and/or obligations in terms of this Agreement (whether in part or in whole) or delegate any of its obligations in terms of this Agreement, without the prior written consent of the Fund.

9. NON-EXCLUSIVE AGREEMENT

The Fund is not obliged to make exclusive use of the Service Provider as a service provider. Nothing in this Agreement shall be interpreted as precluding the Fund from procuring similar or equivalent products or service from other service providers.

10. CONTRACTUAL RELATIONSHIP – COMMUNICATIONS WITH NEWS MEDIA AND CONSENSUAL EFFORTS AT RESOLUTION

- 10.1. The Service Provider may not make a statement or furnish any information or cause any information to be furnished to any news media, on or regarding any matter relating to the contractual relationship between the parties, except with the prior written permission of the Chief Executive Officer of the Fund.
- 10.2. The parties agree that they shall inform each other as soon as possible about any problem relating to the contractual relationship between them that either of them may experience, and further that they shall make all reasonable effort to resolve any such problem consensually.

11. RELATIONSHIP

This Agreement does not constitute either of the Parties an agent or legal representative of the other for any purpose whatsoever and neither of the parties shall be entitled to act on behalf of, or to represent, the other unless duly authorised thereto in writing.

12. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 12.1. The Fund shall not be liable for any damages arising out of any injuries sustained by the Service Provider's employees, consultants, agents, representatives or sub-contractors whilst such persons are on any premises or in any vehicle owned or used by the Fund or arising out of any damage or loss of any property belonging to such persons on or in such premises or property, whether such injury or damage or loss is caused by the negligence by the Fund or any of its employees, consultants, agents, representatives or sub-contractors or by any other cause whatsoever.
- 12.2. The Service Provider indemnifies the Fund against any claims that may arise from the performance of their functions and actions in terms of this Agreement and that of their employees, consultants, agents, representatives or sub-contractors.

12.3. Each party hereby indemnifies the other party against all damages, losses or liabilities caused due to an event which is at its risk or due to that party's negligence, either contractually or delictually. The liability of each party to indemnify the other party shall be reduced proportionally if the event at the other party's risk or negligence contributed to the damage, loss or liability.

12.4. The Service Provider shall ensure that it and its employees, consultants, agents, representatives and sub-contractors concerned do not in any way infringe or allow any infringement of any other party's Intellectual Property Rights in the performance of this contract, and the Service Provider hereby indemnifies and holds the Fund harmless from and against any claims arising against the Fund as a result of any such infringements by the Service Provider of such Intellectual Property Rights.

13. INSURANCE

13.1. Without limiting the Service Provider's liabilities or responsibilities in terms of the Agreement, the Service Provider shall provide insurance to cover its liabilities and responsibilities in terms of the Agreement.

13.2. Notwithstanding anything elsewhere contained in the Agreement, the Service Provider shall provide at least:

13.2.1. Insurance in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993. The Service Provider shall upon request from the Fund submit proof to the satisfaction of the Fund that the Service Provider is insured under the Compensation for Occupational Injuries and Diseases Act by providing the Fund with adequate proof stating that it has paid all assessments due;

13.2.2. Insurance covering legal liability in respect of claims for death of/or injury to persons or loss of/or damage to third party property;

13.2.3. Motor vehicle liability insurance in respect of all motor vehicles brought onto the premises of the Fund.

13.3. The Fund shall have the right to examine the policies maintained by the Service Provider at any time during the term of the Agreement.

14. SAFETY AND SECURITY

14.1. The Service Provider agrees to comply with the Fund's security and safety procedures. Without limiting the generality thereof the Service Provider must specifically comply with the Occupational Health and Safety Act.

- 14.2. The Fund shall be entitled to request the Service Provider to remove any employee, agent, consultant or subcontractor from its team if the Fund is of the opinion that such a person is a security or safety risk or that the conduct of such a person is detrimental to the relationship between the parties. Such a person must be removed by the Service Provider within the time period stipulated by the Fund. The Service Provider indemnifies the Fund against any claims that might arise due to such removal.

15. CANVASSING, GIFTS, INDUCEMENTS AND REWARDS

- 15.1. The Service Provider shall not under any circumstances offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage to any of the Fund's employees, consultants or sub-contractors.
- 15.2. Such an act shall constitute a material breach of the Agreement and the Fund shall be entitled to terminate the Agreement forthwith, without prejudice to any of its rights in terms of this Agreement or in law.

16. MEETINGS

- 16.1. If the nature of the goods or services supplied to the Fund dictate it, authorised representatives of the parties must attend periodic meetings at such intervals as such representatives may agree from time to time but in any event not less than once every two weeks. The meetings shall take place at the location and at such times as the representatives may agree.
- 16.2. Each party's representatives shall be entitled to place such items which they intend discussing at a meeting on the agenda for the meeting and shall give the representatives of the other party notice of all such items by no later than 16h00 two (2) days preceding the day on which the meeting is to be held.
- 16.3. The Service Provider shall not be entitled to payment from the Fund for time spent attending the aforementioned meetings.

17. COMPLIANCE WITH LAWS AND TAX OBLIGATIONS

- 17.1. The Service Provider warrants that it complies with all laws and regulations applicable to it, with its legal obligations pertaining to its business in general and to its obligations contained in this Agreement as well as with all applicable requirements of any government department (whether national, provincial or local), other public authorities and regulating bodies (whether statutory or voluntary); and undertakes to continue to take all reasonable and necessary steps to ensure that such compliance is maintained.

- 17.2. The Service Provider warrants that any of its undertakings in terms of this Agreement do not constitute a contravention in terms of any statute, statutory regulation, other law or regulating body's rules that it is bound by; and undertakes to continue to take all reasonable and necessary steps to ensure that this remains so.
- 17.3. The Service Provider furthermore specifically warrants that it complies with all of its obligations in terms of all tax laws and regulations applicable to it, including but not limited to all of its obligations pertaining to the payment of income tax, capital gains tax, employees tax (PAYE and SITE), value added tax, skills development levies, unemployment insurance fund levies, workmen's compensation fund levies, regional services council levies and all other taxes and levies payable both now or in the future and whether it is liable in the Republic of South Africa or other jurisdictions; and undertakes to continue to take all reasonable and necessary steps to ensure that this remains so.
- 17.4. The Service Provider warrants that it is well acquainted with its obligations as contemplated in 17.1 – 17.3, above and undertakes to take all reasonable and necessary steps to remain so.
- 17.5. The Service Provider specifically warrants that it is well acquainted with its obligations as a taxpayer, provisional taxpayer, employer, employee, labour broker, personal service company, personal service trust and the like (as the case may be) and its income tax, employees taxes and levies (SITE, PAYE, UIF, SDL, others) and other tax implications and obligations in terms of the Income Tax Act as a whole and specifically the Fourth Schedule thereto, and their successor/s in title.
- 17.6. Any specific warranties given by the Service Provider in clause 17. above shall not in any way limit or affect the generality of the warranties and undertakings given in this clause. Such specific warranties and undertakings are merely included for the sake of additional clarity.

18. BREACH

- 18.1. In the event of either one of the parties (the "defaulting party") committing a breach of any of the provisions of this Agreement and failing to remedy such breach within a period of seven (7) days after receipt of a written notice from the other party (the "aggrieved Party") calling upon the defaulting party to remedy the breach complained of, then the aggrieved party shall be entitled at their sole discretion and without prejudice to any of their other rights in law and/or in terms of this Agreement, either to: -
- 18.1.1. Claim specific performance in the terms of the Agreement;
 - 18.1.2. Cancel the Agreement forthwith and without further notice and recover damages from the defaulting party.

- 18.2. In the event of the defaulting party being in breach of any provision of this Agreement and the aggrieved party having to take legal action / dispute resolution action against the defaulting party as a result thereof the defaulting party shall be liable to pay the aggrieved party's legal costs as well as all expenses which have reasonably been incurred in having to take such legal action, which expenses will include but not be limited to private investigators fees, tracing agents fees, forensic auditors fees, valuation fees and such similar professional fees in terms of any court order, arbitration award or settlement agreement (whether legal action was instituted in by way of arbitration, in a court of law or other forum, or was resolved prior to any such action having to be taken).

19. TERMINATION

- 19.1. The Fund may terminate this Agreement, at any time and at the Fund's sole discretion, by giving 30 (thirty) days written notice to the Service Provider. The Fund reserves the right to terminate the Agreement by giving written notice for a period shorter than thirty (30) days, which period shall be determined by the Fund at its sole discretion, informed by the circumstances which necessitates such a termination.
- 19.2. The Fund when giving notice under clause 19.1 shall, in the written notice, specify the extent of the termination, and the effective date of such termination.
- 19.3. The Service Provider, upon receipt of a notice contemplated under clause 19.1 shall discontinue the supply of all Deliverables or goods under this Agreement, to the extent specified, and on the date specified in the notice.
- 19.4. In the event of the termination of this Agreement by the Fund under this clause 19, the Fund shall pay the Service Provider for Deliverables or goods already supplied by the Service Provider under this Agreement, up to and including the date of termination specified in the notice.
- 19.5. The Fund shall not be liable for any consequential loss resulting from the termination of this Agreement by the Fund under this clause 19, including, without limitation, any loss of profits or any costs associated with the termination of any sub-contracts entered into by the Service Provider.
- 19.6. Termination of the Agreement under this clause 19 shall be without prejudice to any rights that may have accrued to either of the parties, in respect of goods or Deliverables delivered before the date of termination, specified in the notice. It is specifically agreed that, upon termination of this Agreement under clause 19, no rights shall accrue to either party in respect of goods or Deliverables not yet delivered under the Agreement.

20. DISPUTE RESOLUTION

- 20.1. Any dispute arising out of or relating to this Agreement, shall be adjudicated by a competent South African High Court and the Parties hereby consent and submit to the exclusive jurisdiction of the North Gauteng High Court.
- 20.2. Notwithstanding the provisions of clause 20.1, the Parties may elect to resolve the dispute by direct negotiation through the Fund's Chief Executive Officer and the Service Provider's Chief Executive Officer within a reasonable time of such dispute arising.

21. DOMICILIUM AND NOTICE ADDRESS

The parties each choose their *domicilium citandi et executandi* as the address where they will receive service of all legal process and notices at the respective physical addresses given in the Schedule or the Purchase Order (whichever is applicable).

22. NOTICE

- 22.1. All notices, correspondence and any other communication between the parties shall be made in writing and shall be sent by hand delivery, by registered post, or by e-mail with a 'read receipt'.
- 22.2. If notice is given by way of e-mail it must be with a 'read receipt', such notice shall be deemed to be received 1 (one) day after sending.
- 22.3. If notice is given by registered post, such notice shall be deemed to be received 7 (seven) days after sending.
- 22.4. If notice is given by hand delivery, such notice shall be deemed to be received after delivery.
- 22.5. Any legal process shall be served at the parties' chosen *domicilium citandi et executandi* addresses.
- 22.6. Any changes to the parties' notice addresses and *domicilium* addresses as furnished in the Schedule shall be given in writing and shall be deemed to apply upon the date of receipt of such notice.

23. GENERAL CONTRACT PROVISIONS

23.1. Entire Contract

This Agreement replaces all previous agreements with a similar content between the Service Provider and the Fund. There are no prior or parallel agreements with a similar subject matter to this Agreement that are binding on the parties.

23.1.1. This Agreement constitutes the sole and entire agreement between the parties.

23.1.2. All the representations, undertakings, warranties or guarantees ("the representations") made by the parties are contained in this Agreement. Any representations not contained in this Agreement shall not be binding on the parties and shall be without any force or effect.

23.1.2.1. The provisions of clause 7. above shall be excluded here from, where applicable.

23.1.3. Any provision at variance with the terms and conditions of this Agreement shall not be binding on the parties and shall be without any force or effect.

23.2. Amendments and Latitude

23.2.1. No amendment or variation of this Agreement (including this clause), whether by addition, deletion, waiver, novation or consensual cancellation shall be binding on the parties and shall be without any force or effect unless reduced to writing and signed by the parties to this Agreement.

23.2.2. No latitude, extension of time or other indulgence which may be given or allowed by any party to any other party in respect of the performance of any obligation in this Agreement or any enforcement of any rights arising from this Agreement and no single or partial exercise of any right by any party, shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this Agreement or estop such a party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision of this Agreement.

23.3. Severability

23.3.1. If any term, condition or performance, or any part thereof, in this Agreement (the "provision") is determined to be invalid, illegal, unlawful or unenforceable to any extent, then that provision shall be removed from the remaining provisions of this Agreement, or amended to make it valid, legal, lawful or enforceable (as the case may be), in such a manner as to leave the amended agreement substantially the same in essence, and the Agreement so amended shall remain in force and effect.

23.3.2. If any provision of this Agreement is determined to be invalid, illegal, unlawful or unenforceable to any extent as contemplated in 24.3.1 above, such a provision shall be deemed to be severable from the rest of the provisions of this Agreement, and shall not in

any way affect the validity and enforceability of the rest of the provisions of this Agreement and the Agreement as a whole.

23.4. **Warranty of Authority**

The Fund and the Service Provider warrant to each other that their respective signatories and representatives have the power, authority and legal right to conclude and sign this Agreement and perform in terms of this Agreement, and that this Agreement has been duly authorised by all necessary actions of their respective governing organs and management, as the case may be, and constitutes valid and binding obligations on them in accordance with the provisions of this Agreement.

23.5. **Costs**

Each party shall pay their own legal and other consulting and advisory fees and related expenses incurred in regard to the negotiation, drafting, preparation and finalisation of this Agreement and the entire transaction.

ANNEXURE B SCOPE OF SERVICES

The services required by the RAF, on 'as and when required' basis per specified Category include but are not limited to:

NO	CATEGORY	• SCOPE OF WORK	AREAS OF SPECIALISATION
1.	Public Law	<ul style="list-style-type: none"> • Provide legal advice and opinions in the various areas of specialisation in the Category. • Provide legal opinions, drafting, comments on current and proposed legislation, regulations, directives and policy. • Provide litigation services in various action and application procedures within the Magistrates' Courts, Regional Courts, High Courts, Appeal Courts, Constitutional Court and other dispute resolution fora. • Develop and review appropriate litigation strategy in each matter. • Ensure effective and efficient litigation processes are followed. • Provide custody of all pleadings and documents in litigation matters. • Provide oral and written legal advice throughout the litigation proceedings. • Court appearances with and / or without the assistance of Counsel. • Engage, prepare and conclude settlement negotiations. • Provide end to end litigation services in all areas of the Category. • Provide legal advice and expertise in general matters relating to the category. • Conduct due diligence exercises in matters relating 	<ul style="list-style-type: none"> - Constitutional Law - Public Finance. Management Act. - Legislative Drafting - Administrative Law. - Promotion of Administrative Justice Act. - Promotion of Access to Information Act. - Public Procurement legislation. - And any other applicable legislation.

NO	CATEGORY	• SCOPE OF WORK	AREAS OF SPECIALISATION
		to the category.	
2.	Personal Injury Law	<p>In this category the services required by the RAF are on complex and exceptional matters impacting on the operations of the RAF in discharging its mandate in terms of the RAF Act and any other applicable legislation.</p> <ul style="list-style-type: none"> • Advise on all aspects of personal injury legislation. • Provide legal opinions, drafting, comments on current and proposed legislation, regulations, directives and policy. • Provide litigation services in various action and application procedures within the various courts and other dispute resolution fora. • Develop and review appropriate litigation strategy in each matter. • Ensure effective and efficient litigation processes are followed. • Provide custody of all pleadings and documents in litigation matters. • Provide oral and written legal advice throughout the litigation proceedings. • Court appearances with and / or without the assistance of Counsel. • Engage, prepare and conclude settlement negotiations. • Provide end to end litigation services in all areas of the Category. • Provide end to end alternative dispute resolutions services in all areas of the category. • Provide legal advice and expertise in general matters relating to the category. • Conduct due diligence exercises in matters relating to the category. 	<ul style="list-style-type: none"> - Road Accident Fund Act. - Law of Delict. - And any other applicable legislation.

NO	CATEGORY	SCOPE OF WORK	AREAS OF SPECIALISATION
2	Commercial Law	<ul style="list-style-type: none"> Advice on projects / transactions of a corporate law nature. Advice on legal issues arising from asset, risk and debt management as well as other long and short term insurance (insurance) issues. Draft, review and advice on a broad range of complex commercial documents. Provide legally sound opinions of a corporate law nature. Advice and sound legal opinions on insurance agreements. Providing services of interpretation of various contracts, evaluating risk factors within the contracts. Drafting various complex agreements i.e. commercial, employment, MOU's, consultancy, etc. Applying contractual terms to litigious proceedings. Giving written opinions on the validity, interpretation, application and enforcement of contractual terms. Provide end to end litigation services in matters in the areas of the Category. Provide end to end alternative dispute resolutions services in all areas of the category. Assist with debt collection. Provide legal advice and expertise in general matters relating to the category. Conduct due diligence exercises in matters relating to the category. 	<ul style="list-style-type: none"> Contracts Law Corporate Governance Corporate Law Competition law Banking and finance law. Insurance Law. Intellectual property. Commercial contracts. And any other applicable legislation.
3	Labour and Employment Law	<ul style="list-style-type: none"> Provide legal opinions on labour, employment benefits and employment law related matters. Provide end to end litigation services in matters in the areas of the Category. Provide end to end alternative dispute resolutions 	<ul style="list-style-type: none"> Labour Relations Act. Basic Conditions of Employment. Employment

NO	CATEGORY	• SCOPE OF WORK	AREAS OF SPECIALISATION
		<p>services in all areas of the category.</p> <ul style="list-style-type: none"> • Engage, prepare and conclude settlement negotiations. • Provide legal advice and expertise in general matters relating to the category. • Conduct due diligence exercises in matters relating to the category. <p>Workplace Misconduct and Complaints Investigation</p> <ul style="list-style-type: none"> • Conduct investigations on workplace misconduct and complaints. • Determine, fully and credibly, what happened with respect to a particular incident, and establishing the parties involved. • Determine whether a violation of law or company policy occurred. • Gather and analyse the evidence by using techniques that will be admissible in hearing. • Interview witness, service providers and other stakeholders. • Produce investigation reports with background, findings and recommendations. • Testifying in internal and external Employee Relations (ER) processes. • Assist the initiator in preparing and presenting the evidence. <p>Initiating of Disciplinary Hearings and/or incapacity hearings.</p> <ul style="list-style-type: none"> • Initiating of Disciplinary Hearings and/or incapacity hearings. • Analyse, determine and advise on the merits of the 	<p>Equity Act.</p> <ul style="list-style-type: none"> - And any other applicable legislation.

NO	CATEGORY	• SCOPE OF WORK	AREAS OF SPECIALISATION
		<p>RAF's case.</p> <ul style="list-style-type: none"> • Draft charges. • Conducting consultations with relevant parties. • Presentation of the RAF's case at the hearings. • Prepare reports and/or regular updates on the proceedings. <p>Chairing of Disciplinary, Incapacity and/or Grievance Hearings.</p> <ul style="list-style-type: none"> • Chairing and managing the proceedings of the disciplinary, incapacity and/or Grievance hearings. • Provide recording of the disciplinary, incapacity and/or Grievance hearings. • Consider and analyse the evidence presented in the proceedings. • Present findings of the disciplinary, incapacity and/or Grievance hearings. • Determine and recommend appropriate sanctions. • Provide a written report on the findings and the outcome of the disciplinary, incapacity and/or Grievance hearings within 14 calendar days of the conclusion of the disciplinary, incapacity and/or Grievance hearings. <p>CCMA, Labour Court & Labour Appeal Court Representation</p> <ul style="list-style-type: none"> • Provide litigation services in various action and application procedures at CCMA, Labour Court, and/or Labour Appeal Court and other dispute resolution fora. • Conducting consultations with relevant parties. • Prepare reports and/or regular updates on the proceedings. 	

NO	CATEGORY	SCOPE OF WORK	AREAS OF SPECIALISATION
4	Privacy and Information Technology (IT)	<ul style="list-style-type: none"> • Advice on all aspects of Privacy and IT law, such as service level agreements pertaining to system integration, software and website development. • Advice on Privacy and IT compliance • Assist in development of internal Privacy and IT policies in line with legal prescripts • Advice on information security matters in line with the legal prescripts. • Advice on data protection matters. • Provide end to end litigation services in matters in the areas of the Category. • Assist in drafting, reviewing, and negotiating contracts to protect RAF interests. • Protection of patents, copyrights, and trademarks including legal advice of alleged infringement. • Training and awareness on implications of new and/or existing legislation with regards to ICT. • Provide legal advice and expertise in general matters relating to the category. • Conduct due diligence exercises in matters relating to the category 	<ul style="list-style-type: none"> - Electronic Communications and Transactions Act. - Cyber Security Laws. - Protection Of Personal Information Act. - Regulation of Interception of Communications Act. - And any other applicable legislation.
5	Cost Consultants	<ul style="list-style-type: none"> • Drafting, presenting, settling, resettling and opposing bill of costs • Attending to taxation. • Provide legal advice and expertise in general matters relating to the category. • Conduct due diligence exercises in matters relating to the category 	<ul style="list-style-type: none"> - Road Accident Fund Act - Applicable tariffs of the various Courts - And any other applicable legislation

ANNEXURE C

TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

During the subsistence of the contract, the successful Service Provider will be entrusted with the RAFs confidential, private, personal or sensitive information ('referred to herein as files, data and or documents).

The successful Service Provider shall have such policies in place to comply with the provisions of the Protection of Personal Information Act, 4 of 2013.

The successful Service Provider shall therefore implement the following measures *inter alia*:

1.1 Document Handling and Transportation

The successful Service Provider must have protocols in place to ensure proper handling and transport of files to and from the successful Service Provider's premises. The successful Service Provider must have a secure transportation system (lockable) to transfer files to and from the premises.

1.1.1 Security Measures

During handling and transport, the files must be kept in lockable containers or packaging to prevent loss, theft, or damage.

1.1.2 Record Keeping

The successful Service Provider should maintain accurate records of each document stored, including its location, access history, and retention schedule. The records should be organised in a way that allows for easy and accurate tracking of each document.

1.2 Document Retrieval and Handling

1.2.1 Secure Retrieval

The successful Service Provider should use secure protocols for retrieving the documents, including verifying the identity of the requester and ensuring that the documents and records are transported securely.

1.2.2 Record Keeping

The successful Service Provider should maintain a detailed record of all retrieval activities, including the date and time of the activity, the identity of the requester, and the reason for the activity.

1.2.3 Secure Storage

The physical documents and records should be stored in lockable cabinets to prevent unauthorised access or tampering.

1.2.4 Access Control

The physical documents and records should be accessible only to authorised personnel, and the successful Service Provider should have policies and procedures in place to ensure that access is controlled and monitored.

1.2.5 Fire Suppression

The successful Service Provider premises should have a fire suppression system or similar in place, fire extinguishers with carbon dioxide, to prevent damage or loss of documents and records in the event of a fire.

1.3 Security including secure facility

The successful Service Provider's premises should have a secure perimeter with controlled access and or surveillance systems. The premises should have secure doors, locks, and alarms to prevent unauthorised access.

1.3.1 Physical Security

The successful Service Provider must have physical security measures in place to ensure the safety and security of the documents, including controlled access points, surveillance cameras, and or 24/7 security monitoring. The successful Service Provider must always ensure the physical security of records in their possession. All document storage facilities must be adequately protected against unauthorised access. Should there be any real, attempted, or suspected breach of physical security the successful Service Provider will be obliged to inform the RAF and provide any CCTV footage, police report and linked alarm system records of the incident.

1.3.2 Document Access Control

Access to the documents and records must be controlled, with only authorised personnel permitted to handle, view, or transport the documents.

1.3.3 Access Monitoring and Control

The successful Service Provider must have access monitoring and control procedures in place to ensure that only authorised personnel are granted access to the documents and records and the storage facility.

1.3.4 Network Security

The digital document storage systems must have appropriate technical security measures in place, such as firewalls, intrusion detection, and encryption, to protect against unauthorised access or attacks.

ANNEXURE D

PRICING SCHEDULE

1.1 The Service Provider shall be entitled to base its fees on the following **Fee Schedule**:

SENIORITY OF RESOURCE	HOURLY RATE (INCLUDING VAT)
Lead legal Practitioner – Director / Partner	R 2 600
Lead Legal Practitioner – Associate Level	R2 300
Professional Assistant / Associate/ Senior investigator	R 2 000
Candidate Legal Practitioner / Junior Investigator	R 1 500
Experts including approved briefed Counsel	To be negotiated

1.2 In addition to the tariff set out above the RAF shall pay the Service Provider for disbursements incurred in providing the **Services**, subject to the following provisions:

- 1.2.1 All disbursements shall be charged at actual costs without any margin or mark-up.
- 1.2.2 No travelling expenses may be charged for travel within 30km of the RAF office in that particular Province unless prior approval is obtained in writing by the RAF.
- 1.2.3 The RAF will not pay for perusal fees of the correspondent. The correspondent acts as an address for service of documents unless prior approval is obtained in writing from the RAF.
- 1.2.4 The successful Service Provider must verify and validate the disbursements before submission to the RAF.

1.3 Where travelling may be required with the prior written approval of the Delegated Official of the RAF, expenses may be charged subject to the following limitations:

- 1.3.1 Airfare (domestic) - economy class tickets;
- 1.3.2 Airfare (international) – economy class tickets;
- 1.3.3 Car hire – Group B vehicles;
- 1.3.4 Own vehicle – cost per kilometer calculated in accordance with the SARS rates in respect of a petrol vehicle with an engine capacity of 1600 cc; and
- 1.3.5 Accommodation – shall be charged for bed-and-breakfast establishments with a maximum of a three-star rating.
- 1.3.6 RAF will pay only for one resource unless prior approval is obtained in writing by the RAF.

1.4 Attendance per day capped at 8 (eight) hours unless prior approval is obtained in writing by the RAF.

1.5 The RAF will only pay for delivery, service and filing of documents at the kilometer rate as detailed on 1.3.4 above.

1.6 The RAF will only pay a maximum of half the hourly rate spent on travelling time (this counsel and expert as approved by the RAF).

1.7 The RAF reserves its rights herein to arrange the necessary travel arrangements for the successful Service Provider in accordance with its Travel and Management Policy.

The above Pricing Schedule for the appointed Bidder for the provision of legal services shall be for the initial year of services, thereafter, it shall be negotiated annually three (3) months prior to the anniversary of the contract.