

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

SERVICE LEVEL AGREEMENT
DRAFT FOR BIDDER COMMENT ONLY – NOT FOR SIGNATURE

FOR SERVICES:
(Successful Disciplines will be listed by GMA here)

Between

GAUTRAIN MANAGEMENT AGENCY
a provincial entity, established in terms of Chapter 2 of the Gautrain Management Agency Act, 2006 (Act No. 5 of 2006), hereinafter referred to as “the **GMA**”

And

(THE APPOINTED PANEL ADVISOR)
(REGISTRATION NUMBER/ ID NUMBER)

referred to as “the **Service Provider**”

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

1. DEFINITIONS AND INTERPRETATIONS

Definitions

1.1 In this Agreement, unless the context clearly indicates otherwise:

- 1.1.1 **“Agreement”** : means this Agreement and all schedules annexed hereto;
- 1.1.2 **“BCDR Plan”** : means a Business Continuity and Disaster Recovery Plan;
- 1.1.3 **“Business Days”** : means Monday to Friday, excluding weekends and public holidays in the Republic of South Africa;
- 1.1.4 **“Commencement date”** : means **[Insert Information]**, notwithstanding the signature date;
- 1.1.5 **“Confidential Information”**: means all information, documents, data and materials of whatever nature of the parties provided in writing, including, but not limited to-
- (a) all information relating to the provision of the Services that may reasonably be regarded as confidential, being information not in the public domain, whether such information is oral or written, recorded or stored by electronic, magnetic, electro-magnetic or

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

other form or process, or otherwise in a machine readable form, translated from the original form, recompiled, made into a compilation, wholly or partially copied, modified, updated or otherwise altered, originated or obtained by, or coming into the possession, custody or knowledge of either party; or

(b) any information relating to either Party's past, present and future research, analysis, compilations and studies, development of any system, business or financial activity, product, services, market opportunities, existing and potential customers and clients, marketing or promotion of any products, product pricing, contractual arrangements, technical knowledge, strategic objectives and planning, data, plans, designs, drawings, software or hardware, know-how, methods, trade secrets, trademarks, techniques, functional and technical requirements and specifications, financial statements, budgets, costs and financial projections, accounting procedures or financial information;

or

(c) any Creative Intellectual Property;

1.1.6 **“Creative Intellectual Property”**: means graphic, visual, artistic, and written material, created by the Service Provider exclusively for the GMA, on a bespoke basis, pursuant to this Agreement;

1.1.7 **“Data”** : means all data, information, texts, drawings, and other records, which are embodied in any medium, and will include, but not be

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

limited to, Personal Data and Electronic Data;

1.1.8 “Data Protection Legislation”: means Protection of Personal Information Act No.4 of 2013 (POPIA) and any applicable data protection or data privacy legislation applicable in South Africa from time to time, during the subsistence of this Agreement;

1.1.9 “Data Subject” : means the person to whom Personal Data relates;

1.1.10 “Disciplines” : means the fields of expertise, within the categories of Services listed in clause 5.2, in which the Service provider is appointed, as recorded in Annexure A:

1.1.11 “Electronic Data” : means electronic representations of information in any form (as contemplated in the Electronic Communications and Transactions Act 25 of 2002) in relation to or arising from this Agreement;

1.1.12 “Fees” : means the amount payable for a Task, calculated by applying the Rates to the hours actually and reasonably worked on that Task, as approved by the GMA, and subject to the Fee Cap;

1.1.13 “Fee Cap” : means the maximum aggregate Fees payable for a Task, as stated in the Task Order

1.1.14 “Intellectual Property” : means any trademarks, name, copyright, and any intellectual property rights thereto, including, but not limited to, any

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

process, know-how, formula, composition, characteristic, technology, idea, right of invention, right of design, patent, patent application rights, rights of copyright subsisting in or relating to any product, formula, composition, product packaging, container, art work, design, or package insert, and any documentation and/or material featuring or embodying a registered trademark, whether existing at the time of this Agreement or which may come into existence pursuant to the Agreement;

- 1.1.15 **“Key Personnel”** : means individuals identified in the Service Provider’s proposal as being key to the delivery of the Services;
- 1.1.16 **“NDA”** : means the non-disclosure agreement provided by the GMA to the Service Provider in terms of clause 3.3;
- 1.1.17 **“Panel of Advisors”** : means the panel of pre-qualified service providers appointed by the GMA to provide the Services as and when required;
- 1.1.18 **“Parties”** : means the GMA and the Service Provider, and **“Party”** shall mean either one, as the context may require;
- 1.1.19 **“Personal Data”** : means personal information relating to -

- (i) South African identifiable juristic person and/or an identifiable natural, living person, including but not

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

limited to:

- (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- (b) information relating to the education or the medical, financial, criminal or employment history of the person;
- (c) any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person;
- (d) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- (e) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
- (f) provided that such information is not in the public domain in the same or in a different format or held by a public body, and is publicly accessible;

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

- 1.1.20 **“Processing”** : means any operation or set of operations, including collecting, recording, organising, storing, updating, modifying, retrieving, consulting, using, disseminating, analysing, or studying data, including the copying, transmission, distribution or making available to any third party in any form, merging, linking, as well as blocking, erasing or destroying any such data; and the words: “Process” and “Processed” will have corresponding meanings;
- 1.1.21 **“Rates”** : means the hourly rates set out in annexure B, being the rates submitted by the Service Provider in its bid, as adjusted in terms of clause 7.3;
- 1.1.22 **“Services”** : means; means the specialized advisory, technical work, and project management services to be rendered by the Service Provider as specified in Annexure A and detailed in individual Task Orders;
- 1.1.23 **“Service Provider”** : means the party appointed to the GMA’s Panel of Advisors and identified on the cover page of this Agreement.
- 1.1.24 **“Service Levels”** : means the performance standards set out in Annexure C;
- 1.1.25 **“Task”** : means a discrete piece of work to be performed by the Service

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

Provider under this Agreement, as set out in a Task Order;

- 1.1.26 **Task Order** : means the written order issued by the GMA, following a Task Request and the Service Provider's response, authorising the Service Provider to perform a Task and specifying its scope, deliverables, timelines, applicable rates and any fee cap;
- 1.1.27 **"Task Request"** : means a written request issued by the GMA to the Service Provider in terms of clause 5.4;
- 1.1.28 **"Term"** : means the period from the Commencement Date to the Termination Date, or to the earlier termination of this Agreement
- 1.1.29 **"Termination Date"** : means the date falling five (5) years after the Commencement Date; and
- 1.1.30 **"VAT"** : means value-added tax as levied in terms of the Value-Added Tax Act, 1991 (Act No. 89 of 1991), or any replacement or successor legislation, at the rate applicable from time to time.

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

Interpretations

1.2 In this Agreement:

- 1.2.1 reference to any gender includes the other two genders, and the singular includes the plural and vice versa;
- 1.2.2 headings to the clauses and parts of this Agreement, and to the paragraphs in any Schedules, are for the ease of reference only, and shall not affect the construction or interpretation of this Agreement;
- 1.2.3 references to clauses and annexures are intended to pertain to clauses of and annexures to this Agreement, and references to paragraphs are to paragraphs in the annexures in which such references appear;
- 1.2.4 any provision, of a substantive nature, that confers rights or imposes an obligation on any party, shall be construed as though it were a substantive provision, in the body of the Agreement, notwithstanding that it is only in the definition or interpretation part of this Agreement;
- 1.2.5 if there is any conflict between a figure expressed in numerals and a corresponding figure expressed in words, the figure expressed in words shall prevail;
- 1.2.6 expressions defined in this Agreement shall bear the same meanings in annexures to this Agreement, which may not themselves contain their own definitions;
- 1.2.7 in the event of a conflict between the terms of the main body of this Agreement and the annexures

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

hereto, the terms of the main body of the Agreement shall prevail;

- 1.2.8 the expiration or termination of this Agreement shall not affect those of its provisions which expressly provide that they will operate after any such expiration or termination, or which by implied necessity must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide for this; and
- 1.2.9 the rule of interpretation to the effect that, in the event of ambiguity, a contract must be interpreted against the Party responsible for drafting it, does not apply nor shall this Agreement be construed in favour of or against any Party by reason of the extent to which any such Party or its professional advisors participated in the preparation of this Agreement.

2. INTRODUCTION

- 2.1. This Service Level Agreement (SLA) sets out the terms and conditions governing the services to be provided by the Service Provider to the GMA in relation to specialist advisory services.
- 2.2. The GMA's Enterprise Portfolio Management Officer (the "EPMO") requires project management, technical and specialist advisory services in transport infrastructure and/or services and/or the rail sector as and when required, for a period of five (5) years.
- 2.3. The services are needed for the EPMO's own portfolio and to support other business units and external projects and stakeholders of the GMA.
- 2.4. The Parties wish to record the terms and conditions of their Agreement in writing.

3. APPOINTMENT

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

- 3.1. The GMA hereby appoints the Service Provider to its Panel of Advisors on a non-exclusive basis, and the Service Provider accepts such appointment.
- 3.2. The Disciplines for which the Service Provider has been pre-qualified shall be outlined within Annexure A of this Agreement.
- 3.3. Upon receipt of the notification of Appointment, and in any event prior to the issuance of any Task Request or the disclosure of any Confidential Information by the GMA, the Service Provider shall execute and return the NDA provided by the GMA.
 - 3.3.1 The execution and delivery of the NDA by the Service Provider is a strict condition precedent to this Agreement.
 - 3.3.2 The NDA constitutes a standalone legal instrument and is not executed as an annexure or schedule hereto.
 - 3.3.3 The Service Provider shall complete a conflict-of-interest declaration in line with the guidelines of the bid specifications.
 - 3.3.4 The Service Provider shall declare every actual, potential or perceived conflict of interest in writing when it signs this Agreement, with each Task and whenever one arises.
- 3.4. The Service Provider acknowledges and agrees that:
 - 3.3.1 The appointment to the Panel of Advisors does not constitute an automatic award of any specific task or contract.
 - 3.3.2 The GMA provides no guarantee regarding any minimum volume of work, exclusivity, frequency of engagement, or minimum financial spend.
 - 3.3.3 Work allocation remains at the sole and absolute discretion of the GMA and shall be governed through individual Task Orders issued on an "as-and-when-required" basis.

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

3.5. The Service Provider shall throughout the term of this Agreement keep the capacity, Key Personnel, systems and resources described in its proposal available, so that it can respond to Assignment requests in accordance with the Service Levels.

4. DURATION

4.1. Notwithstanding the date of signature of this Agreement, this Agreement shall be deemed to have commenced on the Commencement Date and shall remain in force for a period of five (5) years unless terminated earlier in accordance with the provisions of this Agreement.

4.2. The Agreement shall not renew automatically.

4.3. The expiry of the Agreement does not affect any Task already in progress unless the GMA directs otherwise. A Task in progress at the end of the Term continues the terms of this Agreement until it is completed.

4.4. The termination of this Agreement shall not affect the enforceability of any rights accrued, and any obligations incurred, prior to the termination of the Agreement.

5. SERVICES AND SCOPE OF WORK

5.1. From the Commencement Date the Service Provider shall provide the Services to the GMA, as and when required under Tasks issued.



Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

- 5.2. The Services are advisory services and technical work in transport infrastructure and/or services and/or the rail sector. They fall into the following categories, in each case limited to the Disciplines in which the Advisor is appointed:
- 5.3.1 Project management services: initiating, planning, implementing, monitoring, controlling, commissioning, handover and close-out of projects; project governance and team structures; financial management, consolidated reporting and project administration; contract, quality, risk and records management; stakeholder engagement and communication management; and coordination of, and participation in, related meetings;
- 5.3.2 Engineering services: planning and delivery of transport infrastructure; transport studies and demand analysis; engineering calculations and analyses; technical integration of systems in multi-disciplinary railway projects; geotechnical, structural and other engineering design, review and assurance; and risk assessment throughout the project life cycle; and
- 5.3.3 Specialist services: spatial and land-use planning (including acquisition of land and land-use rights, and GIS support), environmental management, quantity surveying, land surveying and property valuation support, transport modelling and rail operations analysis.
- 5.3. The Service Provider's specific scope of work and the Disciplines in which it is appointed shall be annexed hereto and marked as Annexure "A".
- 5.4. As and when required, the GMA will issue a written Task Request, each Task Request will detail the required services, deliverables, timelines, and requesting unit, and shall specify the date by which the Service Provider must respond. Upon issuance, such requests shall be deemed to form an integral part of this Agreement and shall supplement Annexure "A". The Service Provider shall not commence a Task until the GMA has issued a Task Order.

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

5.5. The Services and scope of work may be amended from time to time by the Parties. No amendment of the Services shall be of any force or effect unless it is reduced to writing and signed by all Parties to this Agreement or their duly authorised representatives.

6. WARRANTIES

6.1. The Service Provider warrants that it:

6.2. has the necessary skills, expertise, capacity and resources required to provide the requested Services;

6.3. is suitably qualified to provide the Services;

6.4. is able to render the Services in accordance with each of the terms of this Agreement; and

6.5. is, and shall throughout the Term remain, registered with the statutory and professional bodies applicable to the Disciplines in which it is appointed (including, where applicable, ECSA, SACPCMP, SACQSP, SACPLAN and SACPVP), and ensures that each member of its Key Personnel holds valid professional registration for the work assigned to him or her.

7. FEES AND PAYMENT TERMS

7.1. The Service Provider shall be remunerated on a time-and-rates basis. The Fees for each Task shall be calculated by applying the Rates set out in **Annexure “B”**, to the hours actually and reasonably

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

worked on that Task by the personnel approved in the Task Order, and shall not exceed the Fee Cap. The Rates are the maximum hourly rates that may be charged under this Agreement. A lower rate may be agreed in a Task Order, but a higher rate shall not apply.

- 7.2. Each Task Order shall specify the personnel assigned, the Rate applicable to each, the estimated hour and the Fee Cap. The service provider shall not exceed the estimated hours or the FeeCap unless the GMA has approved a variation to the Task Order in writing. Save for disbursements approved in terms of clause 7.4, no other fees, charges, or expenses shall be payable by the GMA.
 - 7.2.1. The Rates are stated in South African Rand, and Annexure B records each Rate both inclusive and exclusive of VAT. If the rate of VAT changes, the Rates exclusive of VAT remain unchanged and VAT is charged at the rate applicable at the time of supply.
 - 7.2.2. Where the rates have been gazetted for a profession, the Rate for that profession shall not exceed the gazetted rate applicable when the Task Order is issued.
 - 7.2.3. Hours shall be recorded in increments of not more than fifteen (15) minutes. Travel time is not chargeable unless the Task Order expressly provides for it.
- 7.3. The rates shall remain fixed for the initial twelve (12) months following the Commencement Date. On each subsequent anniversary of the Commencement Date, the rates may be adjusted by the lesser of:
 - 7.3.1. The year-on-year percentage change in the Consumer Price Index (CPI) published by Statistics South Africa for the more recent month available at the relevant anniversary date; or
 - 7.3.2. a maximum cap of 4% (four percent); and
 - 7.3.3. Any such adjustment is subject to the Service Provider submitting a written request to the GMA at least sixty (60) days prior to the relevant anniversary date.
- 7.4. The GMA shall only reimburse disbursements that have been explicitly approved in writing within the applicable Assignment Order prior to being incurred. Approved disbursements shall be charged at actual cost without any mark-up or administrative premium, must be supported by valid documentary

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

proof of expenditure, and all travel expenses shall be reimbursed strictly in accordance with the GMA's guidelines and Policies.

- 7.5. The Service Provider shall furnish the GMA with original, and duly compliant, tax invoices for the Services rendered, in accordance with the terms and conditions of this Agreement. The Service Provider shall submit the invoices at invoices@gautrain.co.za or to such other person as the GMA may, in writing, advise the Service Provider of, for payment.
- 7.6. The GMA shall pay the invoices within 30 (thirty) days from the date of receipt of such invoices. If there is a dispute concerning the invoice, such invoice shall be payable within 30 (thirty) days from the date of the resolution of the dispute.
- 7.7. In the event of a billing dispute, the GMA shall notify the Service Provider of the disputed portion of the invoice within ten (10) Business Days of receipt. The GMA shall pay the undisputed portion within the standard payment period, and the parties shall resolve the disputed portion.
- 7.8. The GMA reserves the right to set off against any amounts due and payable to the Service Provider any service credits, penalties, damages, or other amounts currently owed by the Service Provider to the GMA.
- 7.9. The Service Provider shall remain fully tax-compliant and VAT-registered (where legally required) throughout the duration of the Term. The GMA reserves the right to withhold any payments due under this Agreement during any period in which the Service Provider fails to maintain a valid, verified tax compliance status.
- 7.10. The GMA shall incur no liability and shall not be responsible for paying any fees, costs, or expenses associated with work performed by the Service Provider without a valid, fully executed Assignment Order.

8. OBLIGATIONS OF THE SERVICE PROVIDER

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

8.1. The Service Provider agrees and undertakes to provide the Services:

- 8.1.1. with due care, skill and diligence in accordance with the standard of care practiced by similar professionals providing similar services in the Republic of South Africa;
- 8.1.2. in accordance with the terms of this Agreement;
- 8.1.3. in compliance with the GMA's instruction and request; and
- 8.1.4. in compliance with all laws and regulations applicable to the discharge of its obligations arising from this Agreement.

9. OBLIGATIONS OF THE GMA

9.1. The GMA agrees and undertakes to:

- 9.1.1. Promptly provide the Service Provider with accurate and complete information and/or guidance as may reasonably be required by the Service Provider to diligently execute the Services.
- 9.1.2. Subject to clauses 7.6 and 7.7, pay the Service Provider's invoices within 30 (thirty) days from the date of receipt of such invoice/s; and
- 9.1.3. Promptly render all decisions and approvals required so as not to delay or impede the performance of the Services.

10. PERFORMANCE OF THE SERVICES

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

- 10.1. The Service Provider shall meet or exceed the Service Levels set out in Annexure C. Performance against the Service Levels shall be measured for each Task and reported by the Service Provider as specified in the relevant Task Order and, in any event, on completion of each Task. The GMA may review the Service Provider's overall performance against the Service Levels at least once every twelve (12) months.
- 10.2. If the GMA notifies the Service Provider that it is not satisfied with the Services, then the Service Provider shall perform the Services to the reasonable satisfaction of the GMA to ensure that the Services are rendered in compliance with the terms of this Agreement.
- 10.3. Notwithstanding the provisions of clause 22, in the event that the Service Provider continuously renders unsatisfactory Services (including repeated failure to meet the Service Levels) to the GMA, the GMA shall be entitled to give the Service Provider 30 (thirty) days' notice to cancel this Agreement, without it being liable to pay the Service Provider any remuneration for the remaining period of this Agreement.

11. DUTY OF CARE

- 11.1. The Service Provider shall exercise duty of care in discharging the Services. The Service Provider shall discharge its duties with due care, skill, prudence, and diligence when providing the Services.
- 11.2. In discharging its duties, the GMA shall be fully protected in relying, in good faith, upon the Services and any information provided by the Service Provider and/or its agents, employees or representatives.

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

12. PENALTY

12.1. If the Service Provider fails to render the Services within the period stipulated in the project plan or the agreed times, the GMA shall have the right, unless otherwise agreed upon by both Parties, to withhold any payment due to the Service Provider until such time that the Services have been rendered.

12.2. Notwithstanding clause 12.1 if the Service Provider fails to render the services timeously, the GMA shall in its sole discretion have the right to, unless otherwise agreed upon, deduct an amount of 0,5% as a penalty from the value of the amount due to the Service Provider as per the milestone.

13. DISASTER MANAGEMENT

13.1. The Service Provider shall for the duration of this Agreement, have in place a BCDR Plan in the event of a disaster or any interruptions specifically with reference to service delivery in terms of its contractual obligations.

13.2. In the event that the Service Provider invokes its BCDR Plan in relation to an incident that could impact on its ability to discharge its contractual obligations as agreed, it shall notify the GMA as soon as reasonably practicable following such invocation and shall at all times keep the GMA abreast of developments pertaining to such disaster.

13.3. The Service Provider shall ensure that the BCDR Plan is tested on a regular basis.

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

- 13.4. The Service Provider shall provide the GMA with a report following each test that summarises the tests conducted and its outcomes. Where gaps or issues were identified during the BCDR testing, the Service Provider shall provide the GMA with a corrective or remediation plan on how and by when the gaps / issues will be addressed.
- 13.5. The Service Provider shall provide the GMA with a monthly report on the progress of the corrective or remediation plan.
- 13.6. The GMA reserves the right to, at any given time, request the Service Provider to conduct a BCDR test, or include the Service Provider in GMA's own BCDR test.

14. **USE OF DATA AND DATA PROTECTION**

- 14.1. The Parties acknowledge that in the fulfilment of this Agreement, it may be necessary to share Personal Data of Data Subjects. The Parties undertake that Personal Data shall only be shared and processed in accordance with applicable legislation.
- 14.2. Each Party undertakes to comply, and will cause their employees, agents and sub-contractors to comply, with Data Protection Legislation in connection with any Processing of Data pursuant to the provisions of this Agreement, including but not limited to the conclusion and execution of this Agreement.
- 14.3. Each Party shall:

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

- 14.3.1. not transfer Data Processed by it to a country outside South Africa without the prior written consent of the Party who is the responsible party or data controller for the purposes of applicable Data Protection Legislation;
- 14.3.2. implement, having due regard to generally accepted information security practices, commercially reasonable precautions and measures (both organisational and technical) to preserve the integrity and prevent and detect the corruption and unauthorised access of Data through its information technology systems, particularly in respect of Personal Data that it has in its possession or under its control;
- 14.4. Within 5 (five) Business Days, after signature of this Agreement, disclose to the other Party the precautions and measures which it is taking, in line with clause 14.3.2 .
- 14.5. Either Party undertakes to the other Party that it shall not, without the prior written consent of the other Party, Process any of the other Party's Data for any purpose not related to the purpose as stipulated in this Agreement, unless such Party is specifically required to do so in terms of any applicable legislation.
- 14.6. In relation to the Party's Data, which may be made available for Processing by either Party from time to time for the purposes of this Agreement, no title or other similar rights therein or thereto will pass to the other Party and, for the purposes of clarity and avoidance of doubt, any such Data will not constitute either Party's Data, other than as contemplated in this Agreement.
- 14.7. The Parties indemnify each other against any losses, damages, costs, claims or penalties suffered by another as a result of another's non-compliance with its obligations, whilst processing Personal Data.

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

14.8. To the extent that the Service Provider processes the Personal Data of Data Subject(s) on behalf of the GMA, it shall ensure that, prior to forwarding such Personal Data to the GMA, that the Data Subject has consented to the GMA ultimately obtaining the Personal Data.

14.9. The Service Provider shall cause the Data Subject(s) referred to in clause 14.7, to indemnify the GMA against any losses, damages, costs, claims or penalties suffered as a result of non-compliance with its obligations, whilst obtaining the Data Subject(s) Personal Data.

15. INTELLECTUAL PROPERTY

15.1. The Parties may use one another's trademarks with any other mark, name, word, logo, symbol or device, subject to either party receiving the express prior written approval from the other Party, which approval shall be deemed to include a requirement that:

15.1.1. each trademark is separated from the others, so that each appears to be a trademark in its own right, distinct from the other;

15.1.2. nothing herein will confer any rights or transfer of ownership in the other party's trademarks; and

15.1.3. such use of the trademarks shall be in accordance with the terms of that approval.

15.2. Without derogating from the provisions of this clause 15, or any other provision of the Agreement, the Parties undertake and agree:

15.2.1. to respect each other's Intellectual Property;

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

- 15.2.2. not to use the other's Intellectual Property or transfer the other's Intellectual Property to any third party without the prior written consent of the other Party;
- 15.2.3. to ensure the confidentiality of the other's Intellectual Property within their respective organisations; and
- 15.2.4. that all Intellectual Property of either Party shall remain such Party's sole and exclusive property and that, save as expressly provided for in this Agreement, neither Party grants the other any rights in and to that Intellectual Property.
- 15.3. The Service Provider agrees that rights to data, information, or material provided to it, pursuant to this Agreement, shall remain the property of the GMA, and thus undertakes, at the request and expense of the GMA, to do all such things and sign all such documents as may, in the opinion of the GMA, be reasonably necessary to enable the GMA to obtain, defend, or enforce its rights in any such data, information, or material, including, where applicable, the prompt delivery to the GMA, of copies of such data, information, or material that may be in possession, custody or control of the Service Provider.
- 15.4. Any work or product developed as a result of providing the Services shall remain the property of the GMA and such information will not be used for any purpose without prior written approval by the GMA.
- 15.5. The Service Provider shall disclose, to the GMA, all Creative Intellectual Property developed or received by it, in the course of discharging its obligations under this Agreement.

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

- 15.6. Ownership of Creative Intellectual Property rights shall irrevocably vest in the GMA, and the Service Provider waives, in favour of the GMA, any rights in and to such Creative Intellectual Property, which may ordinarily accrue to it, as such Creative Intellectual Property has been specifically commissioned and paid for by the GMA.
- 15.7. All Creative Intellectual Property developed or received by the Service Provider, in the course of discharging its obligations under this Agreement, shall remain the property of the GMA, regardless of whether such Creative Intellectual Property was disclosed to the GMA or not.
- 15.8. The Service Provider shall have no right, in respect of the Creative Intellectual Property, except as may specifically be granted to it by the GMA in writing.
- 15.9. Applicable provisions of this entire clause 15 shall survive the expiration or termination of the Agreement.

16. **CONFIDENTIALITY**

- 16.1. Parties shall not, during the course of this Agreement or at any time, thereafter, disclose to any person or otherwise make use of any Confidential Information which it has obtained or may in the course of this Agreement obtain relating to the other Party.
- 16.2. Information that comes into the possession of the Parties in connection with the Agreement and the implementation of the Agreement, shall be kept confidential and shall not be disclosed to any third party without the prior written consent of the other Party.

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

- 16.3. The confidentiality obligation pursuant to this provision shall not prevent the disclosure of information if such disclosure is required pursuant to laws or regulations. The other Party shall, if possible, be notified prior to the disclosure of such information.
- 16.4. The confidentiality obligation shall not prevent the information from being used when there is no legitimate interest in keeping it confidential, for example when it is in the public domain or is accessible to the public elsewhere.
- 16.5. The Parties shall take all necessary precautions to prevent unauthorised persons from gaining access to, or knowledge of, Confidential Information when providing the Services.
- 16.6. The confidentiality obligation shall apply to the employees and other third parties who act on behalf of the Parties in connection with the implementation of this Agreement. The Parties may only transmit Confidential Information to such third parties to the extent necessary for the implementation of this Agreement, and provided that they are subjected to confidentiality obligation corresponding to that stipulated in this Clause 16.
- 16.7. The confidentiality obligation shall not prevent the Parties from utilising experience and competency developed in connection with the implementation of this Agreement.
- 16.8. The confidentiality obligation shall continue to apply after the expiry of the Agreement. Employees or others who resign from their positions with one of the Parties shall be subjected to a confidentiality obligation following their resignation as well, in relation to the Confidential Information referred to in this Agreement.

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

17. RETURN AND HANDOVER OF INFORMATION

17.1. Upon the termination or cancellation of this Agreement for any reason whatsoever and unless otherwise agreed by the Parties in writing:

17.1.1. the Parties shall only retain either Party's Data as required by, and in accordance with any applicable legislation;

17.1.2. subject to clause 17.1, either Party shall, within 7 (seven) Business Days after the termination of this Agreement, return to the other Party, any and all Data held by it as a result of this Agreement and will be obliged to expunge such Data from any equipment, information technology, system, device, product, publication, document, website or any other material where such Data is used, contained, installed, entered, programmed, copied, printed, displayed or published; and

17.1.3. Notwithstanding clause 17.1.2, the Service Provider shall, within 7 (seven) Business Days after the termination of this Agreement, return to the GMA all the Data, Intellectual Property and Creative Intellectual Property, which was developed or derived by the Service Provider, in the course of discharging its obligations under and during the existence of this Agreement.

18. SECURITY RISK ASSURANCE

18.1. For Information Security assurance purposes, the Service Provider must adhere to the following:

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

18.1.1. Compliance with the GMA's information security policies, procedures and standards are mandatory.

18.1.2. The Service Provider may, with due regard to competition laws, be subjected to periodic information security assurance assessments. The Service Provider will be responsible to address any shortcomings identified during these assessments at their own expense. GMA reserves the right to review, and reject or approve, the changes implemented to address the shortcomings. The assessments will be based on the level of access to GMA's information systems that is granted to the Service Provider and may include:

18.1.2.1. Information Security Governance, Risks and Controls assessments which shall cover the following areas:

18.1.2.1.1. Information security and related policies, procedures and processes;

18.1.2.1.2. Physical and logical access control measures;

18.1.2.1.3. Information handling processes;

18.1.2.1.4. Staff and contractor on-boarding and termination processes;

18.1.2.1.5. Information security breach record; and

18.1.2.1.6. Incident and disaster management and communication plans.

18.1.3. Social Engineering exercises which form part of the GMA's penetration testing regime and shall include typical social engineering tactics and techniques aimed at the Service Provider's staff and/or contractors in an attempt to gain information of, or access to, GMA information systems.

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

18.1.4. The Service Provider may be subjected to probity screening, based on the level of access to the GMA's information systems that is granted to the Service Provider, which screening may cover the Service Provider, its personnel, and/or contractors engaged in the discharge of the Service Provider's contractual obligations to the GMA. The Service Provider shall be responsible for facilitating signature of requisite consent/s by its individual employees/ contractors. In the event that consent is not obtained for an individual employee/ contractor, or that an employee/ contractor fails the probity screening, the GMA reserves the right to demand that the relevant resource be replaced with an equally suitable resource at the Service Provider's cost. The screening may include:

For companies:

- 18.1.4.1. Company Checks;
- 18.1.4.2. Company Fraud Checks;
- 18.1.4.3. Company World-Checks;
- 18.1.4.4. AFIS Criminal checks;
- 18.1.4.5. CCMA Checks;
- 18.1.4.6. Bank Account Verification;
- 18.1.4.7. Treasury Non-Preferred Supplier Database; and
- 18.1.4.8. Company Media Searches.

For individuals:

- 18.1.4.9. General Background Checks;
- 18.1.4.10. World-Checks;
- 18.1.4.11. AFIS Criminal checks;

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

18.1.4.12. CCMA Checks; and

18.1.4.13. Verification of educational qualifications and/ or relevant work experience.

18.1.5. In the event that the Service Provider fails to comply with any of this clause 18, this Agreement may be terminated at the sole discretion of the GMA.

18.2. For monitoring and compliance purposes, and to the extent that the Service provider is granted access to the GMA ICT network or systems, the Service Provider must adhere to the following:

18.2.1. The Service Provider accepts that any unauthorised use and/or disclosure of information residing in the GMA ICT systems, shall be construed as a breach of the GMA ICT Policies and Procedures and may result in:

18.2.1.1. this Agreement being terminated;

18.2.1.2. damages, whether financial or otherwise, that arose as a result of the unauthorised use/or disclosure of information, being claimed from the Service Provider; and/or

18.2.1.3. prosecution under South African law.

18.2.2. The Service Provider acknowledge that the GMA may monitor information transmitted on the GMA ICT network and systems, as well as activities by the Service Provider and its staff carried out on any of the GMA ICT Systems, to ensure that the GMA ICT network and systems are maintained, protected, secured and operated effectively.

18.2.3. The Service Provider acknowledge that the GMA may intercept information transmitted or stored on the GMA ICT network and systems, provided that it is:

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

18.2.3.1. authorised by the CEO of the GMA or his/her duly appointed delegate; and

18.2.3.2. conducted for the purpose of establishing facts and/or detecting or investigating unauthorised use and/or to secure the effective operation of the GMA's ICT network or systems.

18.2.4. The Service Provider acknowledge the provisions of section 6 of the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002 ("**RICA**") and that indirect communications transmitted by means of the GMA ICT network or systems may be intercepted in terms of section 6 of RICA.

18.2.5. The Service Provider undertakes to restrict its monitoring activities to the advancement of this Agreement.

18.2.6. The Service Provider undertakes to:

18.2.6.1. verify the legitimacy of an interception direction, its vicarious applicability to the GMA, and its validity period, prior to facilitating its execution;

18.2.6.2. verify the authority of the person, seeking to execute a direction, prior to its execution;

18.2.6.3. where reasonably practicable, limit interception to affected information only;

18.2.6.4. comply with the Directives, issued as per Notice 1 325 of 2005, in the execution of an interception direction; and

18.2.6.5. terminate the access of the holder of the interception direction, as soon as the direction lapses;

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

18.2.7. The GMA reserves the right to carry out due diligence, of the Service Provider's capability to uphold the foregoing obligation, during the tender process, and anytime thereafter.

18.2.8. The Service Provider undertakes to declare any component of its services that may be deemed to constitute interception of communication, as defined in the Regulation of Interception of Communications and Provision of Communication-related Information Act, 2002 (Act No. 70 of 2002).

19. **INSOLVENCY**

19.1. If the Service Provider becomes insolvent or have a sequestration order made against it, or is placed under business rescue or have liquidation order made against it, whether provisional or final, or has commenced to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or to carry on its business under a business rescue practitioner for the benefit of its creditors or any of them, the GMA shall be entitled to terminate this Agreement.

19.2. The GMA shall, in the event of any condition referred to in clause 19.1 materialising, give the Service Provider, or the business rescue practitioner, or the liquidator, or any person in whom this Agreement may become vested, a written notice to terminate this Agreement, with immediate effect.

20. **SUB-CONTRACTS**

20.1. The Service Provider may, with prior written notice to and subsequent approval in writing by the GMA, employ subcontractor(s) for the execution of any portion of the Services, but such subcontracting shall not relieve the Service Provider of its obligations or liability in terms of this Agreement.

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

20.2. Notwithstanding the provisions of clause 20.1, the Service Provider shall retain full responsibility for the efficient rendering of all the Services under this Agreement. The Service Provider shall be responsible for the acts, defaults and neglects of the sub-contractor, its agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Service Provider, its agents, servants or workmen.

20.3. The Service Provider exclusively shall be liable for payment of the sub-contractor for the Services rendered by it.

21. LIMITATION OF LIABILITY AND INDEMNITY

21.1. Under no circumstances shall a Party be liable for any indirect, consequential, punitive or like damages which may arise pursuant to this Agreement.

21.2. The Parties hereby indemnify each other against any liability which either of them may incur as a result of any claim against a Party by any third Party in respect of personal loss, death, injury or damage directly arising from any willful or negligent acts or omissions by a Party, its employees, agents or independent Service Providers which may occur whilst performing its obligations under this Agreement.

21.3. The Service Provider shall, throughout the Term and for a period of three (3) years thereafter, maintain professional indemnity insurance with a reputable insurer, with a limit of indemnity of not less than R[amount] per claim, and shall provide the GMA with proof of such cover prior to the issuance of the first Task Order and thereafter on request.

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

22. BREACH AND TERMINATION

22.1. If a Party (the "**Defaulting Party**") commits a breach of this Agreement, and fails to remedy that breach within 10 (ten) Business Days (the "**Notice Period**"), of delivery of a written notice requiring the Defaulting Party to remedy the breach, the Party giving the notice (the "**Aggrieved Party**") shall be entitled, at its election, to:

22.1.1. claim immediate specific performance of all or any of the Defaulting Party's obligations under this Agreement, with or without claiming damages; or

22.1.2. terminate this Agreement, with or without claiming damages, by giving the Defaulting Party 30 (thirty) days' written notice of the termination.

22.2. Notwithstanding anything to the contrary contained in this Agreement, either Party may, at its sole discretion, terminate this Agreement by giving the other Party 30 (thirty) days' written notice. Termination in terms of this clause shall not affect any Assignment already in progress, which shall continue on the terms of this Agreement until completed, unless the GMA directs otherwise in writing.

22.3. Either Party may terminate this Agreement, with immediate effect, by giving written notice to the other Party if the other Party is in breach of a legal or regulatory requirement.

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

22.4. This Agreement shall automatically terminate on the Termination Date, unless extended by agreement between the Parties in writing. A Party wishing to extend this Agreement shall give the other Party 30 (thirty) days' written notice, prior to the Termination Date.

23. **FORCE MAJEURE**

23.1. Neither Party shall be liable to the other Party for any failure to perform its obligations under this Agreement if such performance is prevented by any unforeseeable circumstances reasonably beyond its control.

23.2. If the performance by either Party of its obligations in terms of this Agreement is prevented by any unforeseeable circumstances reasonably beyond its control, the Party concerned shall give written notice thereof to the other Party setting out full details of such occurrence whereupon the operation of this Agreement shall be suspended until the termination of such occurrence.

23.3. Should a Party be unable to fulfill a material part of its obligations under this Agreement for a period in excess of sixty (60) days due to circumstances beyond its control, as contemplated in clause 23.1 the other Party may in its sole discretion terminate this Agreement forthwith by written notice.

24. **DISPUTE RESOLUTION**

24.1. Any dispute or difference between the Parties, arising out of the Agreement, will be resolved through good faith negotiations in a meeting or meetings between senior representatives of the Parties.



Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

- 24.2. Should the Parties be unable to resolve such disputes or differences through good faith negotiations, then either Party may refer the dispute to arbitration, under the rules of the Arbitration Foundation of Southern Africa (“**AFSA**”), within 10 (ten) days after their last good faith negotiations, for resolution by a single arbitrator.
- 24.3. Either Party may refer the dispute in accordance with AFSA Rules for Commercial Arbitrations. The appointment of the arbitrator will be agreed upon by the Parties, failing such an agreement, the arbitrator will be appointed by the Chairperson of AFSA.
- 24.4. Either Party to this Agreement may demand that a dispute be referred to arbitration by giving written notice to that effect to the other Party.
- 24.5. The arbitration shall be held in South Africa. The parties irrevocably agree that the decision in arbitration proceedings shall be final and binding upon the Parties and may be made an order of any court of competent jurisdiction.
- 24.6. This clause shall not preclude either Party from obtaining urgent interim relief from a court of competent jurisdiction in South Africa.

25. NOTICES AND DOMICILIA

- 25.1. Notices in terms of this Agreement must be in writing and may be delivered by hand and/or email, except in respect of notice of any breach of the Agreement which shall not be competent to be given by way of electronic mail, to the email or addresses of the Parties specified hereunder

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

25.1.1. **GMA:**

44 Grand Central Boulevard
Grand Central Ext. 1.
Midrand
Email: [insert information]

25.1.2. **THE SERVICE PROVIDER**

[insert Information]
Email:
Attention:

25.2. Notice will be deemed given:

- 25.2.1. In the case of hand delivery, upon written acknowledgment or receipt by an officer or other duly authorised employee, agent or representative of the receiving Party; and
- 25.2.2. In the case of an email, 24 (twenty-four) hours after successful transmission.

25.3. Each of the Parties chooses its physical address referred to in clause 25.1.1 and 25.1.2 as its *domicilium citandi et executandi* at which documents in legal proceedings in connection with this Agreement may be served.

26. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

27. GENERAL

- 27.1. No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all Parties to this Agreement or their duly authorised representatives.
- 27.2. This Agreement contains the entire agreement between the Parties, and no Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein, save for those contained in this Agreement and any other agreement reduced to writing between the Parties.
- 27.3. No indulgence, leniency or extension of time which any Party may grant or show to any other Party, shall in any way prejudice such Party or preclude it from exercising any of its rights in the future.
- 27.4. No Party shall cede or assign this Agreement or any part hereof, or any benefit, obligation or interest herein or hereunder, without the prior written consent of the other Party.
- 27.5. The Parties shall, at all times, during the subsistence of the Agreement, observe the principles of good faith, towards one another, in the performance of their obligations in terms of this Agreement.

28. COSTS

Each Party shall bear its own costs of and incidental to the negotiation, preparation and signature of this Agreement.

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

THUS, DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 2026

For: **GAUTRAIN MANAGEMENT AGENCY**

Name:

Capacity:

Who confirms that he is duly authorised as signatory for the GMA

As Witness

Full Name:

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 2026

For: **THE SERVICE PROVIDER**

Name:

Capacity:

Who confirms that he is duly authorised as signatory for the **[Insert Information]**

As Witness

Full Name

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

ANNEXURE A

Scope of Work

[To be completed by the GMA for each appointed Panel Advisor, based on the Service Provider's pre-qualification. Insert "Not appointed" where a category does not apply.]

Service category (clause 5.2)	Discipline(s) in which the Service Provider is appointed	Key Personnel and professional registration
Project management services		
Engineering services		
Specialist services		
...		

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

ANNEXURE B

Rates

[To be completed by the GMA for each appointed Panel Advisor, reproducing the final rate card submitted by the Service Provider during the bidding process (clause 7.1). State the unit of the rate (hour or day).]

Resource Name	Role / Grade	Discipline	Professional registration	Rate (ZAR, excl. VAT) per hour	Rate (ZAR, incl. VAT) per hour	Gazetted Rate (Yes/N)

Gautrain Management Agency	Document Number	
	SLA-LAC-6002	
Integrated Management System	Revision Number	
Service Level Agreement	Revision Date	
	April 2026	

ANNEXURE C

Service Levels

[Targets in square brackets are proposed by the GMA for bidder comment.] The Service Provider shall meet the Service Levels below in respect of each Assignment. The consequences of failing to meet them are set out in clauses 10 and 12.

Ref	Service Level	Target	Measurement
1	Acknowledgement of an Assignment Request	Within [2] Business Days of receipt	Date-stamped email acknowledgement
2	Response to an Assignment Request (proposal, work plan and fee quotation)	By the date specified in the Assignment Request	Date of receipt against date specified
3	Availability of Key Personnel	Key Personnel named in the proposal are made available for the Assignment; replacement only with the GMA's prior written approval and with equivalent or higher qualifications	Assignment records
4	Delivery of deliverables	By the milestone dates in the Assignment Order	Milestone tracker
5	Quality of deliverables	Accepted by the GMA with no more than [two (2)] rounds of rework	GMA acceptance records
6	Progress reporting	[Monthly] progress report, or as specified in the Assignment Order	Reports received
7	Response to GMA queries	Within [2] Business Days of receipt	Date-stamped correspondence