

SERVICE LEVEL AGREEMENT

ECDOE AND NKQUBELA COMMUNITY DEVELOPERS: "TO REQUIRE ACCREDITED TRAINING PROVIDERS TO TRAIN PRE-GRADE R PRACTITIONERS THAT ARE BASED IN COMMUNITY ECD CENTRES, AND ARE REGISTERED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT, ON FURTHER EDUCATION AND TRAINING CERTIFICATE IN EARLY CHILDHOOD DEVELOPMENT (QUALIFICATION ID NUMBER 58761) WITH MINIMUM CREDITS FOR DURATION OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEAR PERIOD SUBJECT TO BUDGET AVAILABILITY, SUPPLIER PERFORMANCE AND THE NEED OF THE DEPARTMENT. SCMU6-20/21:0005.



**PROVINCE OF THE EASTERN CAPE
DEPARTMENT OF EDUCATION**

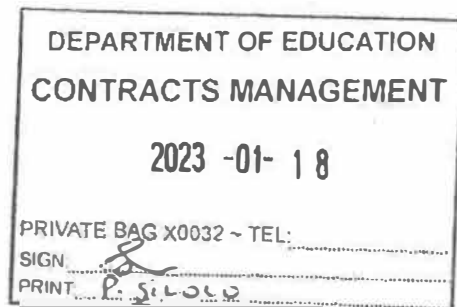
SERVICE LEVEL AGREEMENT

Entered into by and between

THE EASTERN CAPE DEPARTMENT OF EDUCATION (ECDOE)

And

NKQUBELA COMMUNITY DEVELOPERS.



DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
HOD	MDR	MEMBER	SN
WITNESS 1	TZ	WITNESS 1	AMS
WITNESS 2	MK	WITNESS 2	NG

SERVICE LEVEL AGREEMENT

ECDOE AND NKQUBELA COMMUNITY DEVELOPERS: "TO REQUIRE ACCREDITED TRAINING PROVIDERS TO TRAIN PRE-GRADE R PRACTITIONERS THAT ARE BASED IN COMMUNITY ECD CENTRES, AND ARE REGISTERED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT, ON FURTHER EDUCATION AND TRAINING CERTIFICATE IN EARLY CHILDHOOD DEVELOPMENT (QUALIFICATION ID NUMBER 58761) WITH MINIMUM CREDITS FOR DURATION OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEAR PERIOD SUBJECT TO BUDGET AVAILABILITY, SUPPLIER PERFORMANCE AND THE NEED OF THE DEPARTMENT. SCMUE-20/21:0005.

SERVICE LEVEL AGREEMENT

Entered into by and between:

EASTERN CAPE DEPARTMENT OF EDUCATION (ECDoE)

(Hereinafter referred to as "the Department")

Duly represented herein by

MR M.D QWASE

In his capacity as the Acting Head of Eastern Cape Department of Education and duly authorized to sign this agreement

AND

NKQUBELA COMMUNITY DEVELOPERS

(Hereinafter referred to as "the Service Provider")

Duly represented herein by

MR SAKIWO NGCWANGU

In his Capacity as

MEMBER

Of

Nkqubela Community Developers
And duly authorized to sign this Agreement

DEPARTMENT OF EDUCATION CONTRACTS MANAGEMENT 2023 -01- 18 PRIVATE BAG X0032 ~ TEL: SIGN: <i>[Signature]</i> PRINT: <i>P. S. L. L. L.</i>

DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
HOD	<i>[Signature]</i>	MEMBER	<i>[Signature]</i>
WITNESS 1	<i>[Signature]</i>	WITNESS 1	<i>[Signature]</i>
WITNESS 2	<i>[Signature]</i>	WITNESS 2	<i>[Signature]</i>

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PREAMBLE:

- A. **WHEREAS**, the Department requires reputable accredited training providers to train Pre-Grade r practitioners that are based in Community ECD Centres, and are registered by the Department of Social Development, on Further Education and Training Certificate in Early Childhood Development (Qualification ID number 58761) with 140 minimum credits for duration of three (3) years with an option to extend for a further period of two (2) years subject to budget availability, supplier performance and the need.
- B. **AND WHEREAS**, the Service Provider, in response to the Department's bid advert submitted a bid to the Department.
- C. **AND WHEREAS**, the Department awarded the bid to the Service Provider.
- D. **AND WHEREAS**, the Service Provider having examined all the documents pertaining to the delivery of the said services, has confirmed that it is capable and is willing to carry out the delivery of the service and other duties, responsibility and obligations associated with the rendering of the service.
- E. **AND WHEREAS**, the Parties desire the terms and conditions of this Agreement to

govern their relationship;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

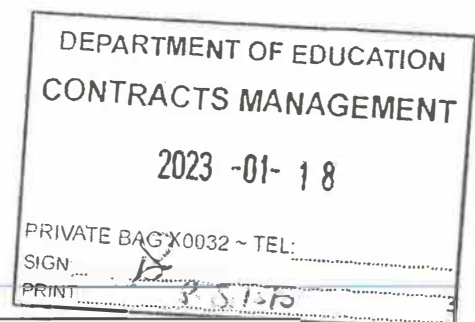
1. THE PARTIES

The parties to this agreement are:

1.1. THE EASTERN CAPE PROVINCIAL DEPARTMENT OF EDUCATION (ECDOE).

AND

1.2 NKQUBELA COMMUNITY DEVELOPERS.



DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
HOD	<i>AMS</i>	MEMBER	<i>SN</i>
WITNESS 1	<i>T.Z</i>	WITNESS 1	<i>AMS</i>
WITNESS 2	<i>W.K</i>	WITNESS 2	<i>NK</i>

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2. INTERPRETATION

In this Agreement, unless the context otherwise indicates:

- 2.1. The singular shall include the plural and vice versa.
- 2.2. The headings to this Agreement are used for the sake of convenience only and shall not govern the interpretation hereof.
- 2.3. Words and phrases defined in any clause shall bear the meanings assigned to them in such clause.
- 2.4. The following words shall have the following meanings:

2.4.1	Agreement	means this Agreement, together with all annexures.
2.4.2	Business Day	means any day which is not a Saturday, Sunday or Public Holiday, recognised as such under the Public Holidays Act, 1994 (Act No 36 of 1994).
2.4.3	Confidential Information	means all documents, software, data, records, forms and other information the Department provides to the Service Provider that : (1) Are marked as confidential, or (2) The Department has informed the Service Provider are confidential, or due to their character and nature, a reasonable person would treat as confidential.
2.4.4	Commencement Date	means the signature date.

DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
HOD	<i>M. M. M.</i>	MEMBER	<i>S. S.</i>
WITNESS 1	<i>T. Z.</i>	WITNESS 1	<i>A. M. S.</i>
WITNESS 2	<i>M. K.</i>	WITNESS 2	<i>N. G.</i>

DEPARTMENT OF EDUCATION
CONTRACTS MANAGEMENT
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2.4.5	Data	means all reports, information to be delivered by the Service Provider to the Department/Agency in terms of and Pursuant to this Agreement.
2.4.6	Deliverables	means any duty, obligation, service, task, action, products, information, documents, program, advice, recommendation, report or disclosure required to be rendered, undertaken, provided, made, done and/or compiled by the Service Provider in terms of this Agreement.
2.4.7	Expenditure	means expenditure, other than fruitless, irregular, unauthorized and/or wasteful expenditure as defined in the Public Finance Management Act, Act No.1 of 1999, as amended.
2.4.8	Intellectual Property	means all computer programs, source codes, confidential information, products and designs, and other property of a similar character.
2.4.9	Parties	means the Eastern Cape Provincial Department of Education and the Service Provider.
2.4.10	Person/s under the control of the Service Provider	means any person being an employee, partner, director, shareholder, board member or executive under the control (as defined in the Public Finance Management Act, 1999) of the Service Provider, or a person acting on behalf of or with the knowledge of the Service Provider.
2.4.11	PFMA	means the Public Finance Management Act, 1 of 1999, as amended, together with the applicable regulations.

DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
HOD	MDC	MEMBER	SN
WITNESS 1	TZ	WITNESS 1	HMS
WITNESS 2	WIK	WITNESS 2	NG

DEPARTMENT OF EDUCATION
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2023-01-18

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SIGNATURE

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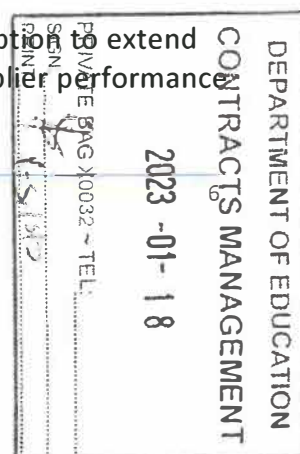
ECDOE AND NKQUBELA COMMUNITY DEVELOPERS: "TO REQUIRE ACCREDITED TRAINING PROVIDERS TO TRAIN PRE-GRADE R PRACTITIONERS THAT ARE BASED IN COMMUNITY ECD CENTRES, AND ARE REGISTERED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT, ON FURTHER EDUCATION AND TRAINING CERTIFICATE IN EARLY CHILDHOOD DEVELOPMENT (QUALIFICATION ID NUMBER 58761) WITH MINIMUM CREDITS FOR DURATION OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEAR PERIOD SUBJECT TO BUDGET AVAILABILITY, SUPPLIER PERFORMANCE AND THE NEED OF THE DEPARTMENT. SCMU6-20/21:0005.

2.4.12	Provincial Government	means the Eastern Cape Provincial Government;
2.4.13	Province	means the Province of the Eastern Cape, as defined in The Constitution of the Republic of South Africa Act, 1996 (Act No. 108 of 1996).
2.4.14	Service Provider	means Nkqubela Community Developers, a Close Corporation bearing registration number 2009/126316/23 and registered according to the Laws of South Africa.
2.4.15	Signature Date	means the date the last Party hereto signs this Agreement.
2.4.16	Services	means the scope of work as detailed in Annexure "A" attached hereto.
2.4.17	ETQA	means Education and Training Qualifications Authority.
2.4.18	EPWP	means the Expanded Public Works Programme.
2.4.19	ECDC	means Early Childhood Centres.
2.4.20	CIPRC	means Company Intellectual Property Commission.
2.4.21	Practitioner(s)	means Pre-Grade R trainee(s) as selected by the Department.
2.4.22	ECD	Means Early Childhood Development.
2.4.23	CPI	Consumer Price Index.

3 APPOINTMENT AND ACCEPTANCE

3.1 The Department hereby appoints the reputable, accredited Service Provider to train Pre-Grade R practitioners that are based in Community ECD Centres and are registered by the Department of Social Development on Further Education and Training Certificate in Early Childhood Development (Qualification ID number 58761) with 140 minimum credits for duration of three (3) years with an option to extend for further two (2) years period subject to budget availability, supplier performance and the need of the Department.

DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
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WITNESS 1	TZ	WITNESS 1	AMS
WITNESS 2	mk	WITNESS 2	NU



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3.2 The Service Provider hereby confirms its acceptance of the appointment and undertakes to execute its duties and responsibilities in accordance with the bid specification document at the costs and on the terms regarding time for delivery and/or execution as set out in:

3.1.1 the Letter of award;

3.1.2 the Bid response or proposal;

3.1.3 this Agreement; and

3.1.4 any other terms and conditions as may be agreed to in writing between the parties.

3.2 The Department confirms that the Service Provider may be requested to supply additional services deemed critical to the provision of the agreed services. Any additional work shall first be costed and agreed to in writing by the parties which shall be attached as an addendum to this agreement.

3.3 In the event of any conflict between the provision of this Agreement, the various documents exchanged between the Department and the Service Provider, precedence will be given in the following order with the latest document issued and accepted or acknowledged being the correct instruction or interpretation. The sequence of documents ranging from lowest to highest is therefore, bid invitation, addenda to bid invitation, the suppliers response, the letter of award, and contractual format or SLA, purchase orders and site instructions subject to be confirmed in writing and provided that they do not increase the value of the purchase order.

4 DURATION OF THE AGREEMENT

4.1 The rights and obligations of the Parties in terms of and pursuant to the provisions of this Agreement shall commence on signature date as specified on the letter of award (Annexure "C") and shall endure for a period of three (3) years with an option to extend for further two years subject to budget availability, supplier performance and the need

DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
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WITNESS 2	MK	WITNESS 2	NH

DEPARTMENT OF EDUCATION
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SERVICE LEVEL AGREEMENT

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availability, mandate and performance of the Service Provider. The extension of twenty-four months will be subject to budget availability, performance of the supplier and the need.

- 4.2 Subject to the provisions of clause 14 relating to breach, the duration of the Agreement will be for the period stipulated in sub-paragraph 4.1 above.

5 RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1 Save as otherwise specifically provided herein, the Service Provider shall not have the power to represent, to enter into any agreement (s) or to otherwise bind or incur liability on behalf of the Department or the Provincial Government.
- 5.2 Annexure "A" which details the scope of work, and the obligations of Service Provider is specifically incorporated in this Agreement and therefore the Service Provider will adhere to all the obligation stated.
- 5.3 Should the Service Provider, at any time during the currency of this contract, or any extension period that may be granted, be under liquidation, administration and or face similar proceedings, bears an obligation and is compelled to inform the Department in writing of same proceedings.
- 5.4 The Service Provider bears an obligation to inform the Department on time of any challenge whatsoever that may prohibit or negatively affect its ability to perform in terms of this agreement. In providing the deliverables, the Service Provider shall exercise the requisite degree of skill, care and diligence that can be expected of similar Service Providers. The Service Provider warrants that it has sufficient and qualified staff to carry out the programme.

DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
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WITNESS 2		WITNESS 2	

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5.7. The Service Provider must:

5.4.1 Upload learner data for registration and learner achievements data to ETQA website or Portal.

5.4.2 Establish and maintain the learner and employer database.

5.4.3 Monitor learner progress and deal with problems related to provisioning of services.

5.4.4 Assist the Department in conducting induction programmes for learners and employers.

5.4.5 Ensure that the learner progress is assessed and moderated in order to give good results.

In addition, the Service Provider must:

5.4.6 Develop implementation plans with time frames for the structured learning.

5.4.7 Develop a payment schedule that reflects the amount to be claimed for each phase of training and submit to the Department when required.

6 RIGHTS AND OBLIGATIONS OF THE DEPARTMENT

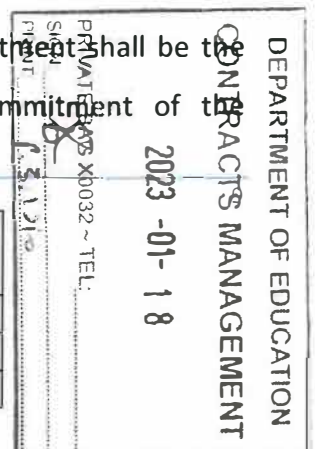
6.1 The Department shall provide all reasonable and necessary support to the Service Provider to perform its obligations in terms of this Agreement.

6.2 The Department shall fulfil its obligations in terms of and pursuant to this Agreement and at all times act in full compliance with applicable legal and statutory prescriptions requirement.

6.3 The Department shall determine the limit within which commitment of expenditure and execution of payments shall be carried out, within the framework of the budget.

6.4 Any expenditure over and above the commitment of the Department shall be the subject of written agreement between the parties. The commitment of the

DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
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WITNESS 1	TZ	WITNESS 1	AMS
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Department covers only expenditure incurred from commencement date and after signature of this agreement by both parties.

6.5 The Department may in terms of written agreement with the Service Provider adjust the time limits for the implementation of specific phases, elements or dimensions of deliverables on the basis of appropriate justification by either the Department or the Service Provider.

6.6 The Department may:

6.6.1 use, rely on or implement advice or recommendations that the Service Provider provides;

6.6.2 make any decision about the services the Service Provider delivers;

6.6.3 use any Product of the Services; and

6.6.4 deliver, achieve and realize any benefits directly or indirectly related to the Services.

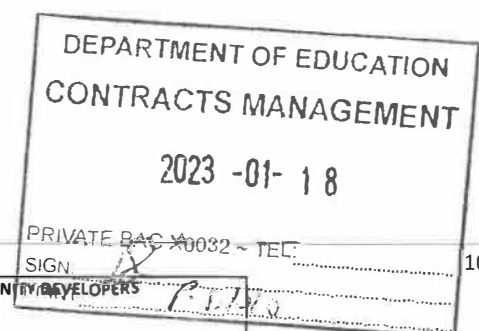
7 SCOPE OF WORK

7.1 The scope of work is as detailed in clause 4 of Annexure "A" attached hereto.

7.2 The Service Provider shall adhere to the security requirements of the Department when entering the Department's premises.

7.3 The Service Provider warrants that It has full capacity and all necessary consents to enter into this Agreement and that it has appropriately skilled staff and the necessary resources to provide the services and meet its obligations in terms of clause 4 of Annexure "A".

DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
HOD	MDR	MEMBER	IN
WITNESS 1	TZ	WITNESS 1	AMS
WITNESS 2	W4	WITNESS 2	W4



SERVICE LEVEL AGREEMENT

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8 COMPETENCY AND EXPERTISE OF THE SERVICE PROVIDER

The Service Provider shall: -

- 8.1 At all times or during the occurrence of this contract possess the knowledge, sufficient expertise, use and adopt reasonable professional techniques and standards and provide the service with due care, skill and diligence.
- 8.2 Ensure that it has adequate human resources required for the proper performance of the services and will allocate adequate staff with appropriate experience to provide the services;
- 8.4 Ensure that the necessary time and attention will be allocated to the provision of the services;
- 8.5 Ensure that the required skills level of resources shall be of the highest professional standard and the Service Provider must be able maintain all items listed.
- 8.6 Provide the services in a timeous manner and use reasonable endeavours to adhere to the time limits agreed between the parties; where no time limits are agreed to, the services must be provided within a reasonable period.
- 8.8 Comply with all laws and regulations applicable to the provision of the Services;
- 8.7 Ensure that junior staff are not allowed to render the Services without the supervision of Professional staff with appropriate experience.

9 MONITORING OF IMPLEMENTATION OF THE PROGRAMME

- 9.1 The Department shall set up a Steering Committee made up of appointees of the Service Provider and that of the Department to address any disputes as and when they occur.

DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
HOD	<i>MDQ</i>	MEMBER	<i>SN³</i>
WITNESS 1	<i>TZ</i>	WITNESS 1	<i>AMS</i>
WITNESS 2	<i>MK</i>	WITNESS 2	<i>N4</i>

DEPARTMENT OF EDUCATION CONTRACTS MANAGEMENT	11 2023 - 01 - 18	PRIVATE BAG X0032 ~ TEL: SIGN PRINT
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SERVICE LEVEL AGREEMENT

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9.2 The Steering Committee shall have responsibility for the satisfactory performance and fiduciary integrity of the project as and when required. The Committee shall:

9.2.1 Monitor implementation and delivery;

9.2.2 Proactively recommend solutions to problems as soon as they arise. The recommendation shall be in writing and directed to the Head of Department.

9.2.3 Peruse all requests for payment by Service Provider and recommend payment to the Department. The Department will recommend non-payment where the Service Provider has not supplied the necessary supporting documentation with the required approvals. The recommendation shall be in writing and directed to the Department or its nominee. All recommendations shall be motivated in writing.

10 REPORTING

10.1 Provision of Information to the Department

The Service Provider shall inform the Department as soon as possible in writing of:

10.1.1 Any changes made in executing the project covered by the Agreement. Where such changes entail a modification of the nature of the project and / or alteration of the financing structure, including budget modification, the Service Provider shall, in writing, request the written approval of the Department, which approval shall not be unreasonably withheld.

10.1.2 Any additional information on the progress of the programme as reasonably requested by the Department.

10.1.3 Any delay or difficulty that might jeopardize compliance with the planned timetable and / or implementation of the project.

10.2 Reports

10.2.1 The Service Provider shall;

10.2.1.1 submit monthly attendance reports by the 7th of the following month. This will assist the Department in the payment of stipend since this is paid to

DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
HOD	<i>KHULU</i>	MEMBER	<i>SN</i>
WITNESS 1	<i>TZ</i>	WITNESS 1	<i>AMS</i>
WITNESS 2	<i>MH</i>	WITNESS 2	<i>NG</i>

DEPARTMENT OF EDUCATION
CONTRACTS MANAGEMENT
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2023-01-18
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SIGNED: *[Signature]*
DATE: 2023-01-18
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SERVICE LEVEL AGREEMENT

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Practitioners who regularly attend the training.

10.2.1.2 Submit comprehensive quarterly reports including attendance registers, progress of learner, shortcomings, highlights and final report to include lessons learnt and recommendations to the Department and learner progress.

10.2.1.3 Submit quarterly reports with payment invoices

10.2.2 The Department shall not rely on any draft Report.

10.2.3 If the Service Provider fails to fulfil the reporting obligations on the date agreed upon by the parties and fails to provide an acceptable explanation in writing regarding the failure, then the Agreement may be terminated in accordance with the provisions contained herein.

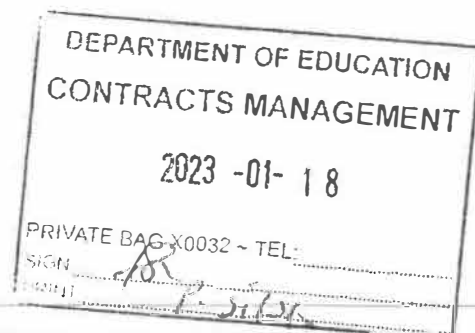
10.3 Final Report

10.3.1 The Service Provider shall at the end of the duration of this Agreement provide a final report to the Department. The explanatory section of the report shall contain a complete record of all aspects of the completed project. It shall be drawn up in a manner that enables a comparison to be made between the operational objectives pursued and indicates:

- a) the results achieved;
- b) the methods adopted; and
- c) the means employed.

10.3.2 The accounting section shall indicate the use made of the financial resources.

10.3.3 The Service Provider shall supply to the Department, as Part of the final report, evidence that the project has been implemented in accordance with the Agreement.



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WITNESS 2	MV	WITNESS 2	NH

SERVICE LEVEL AGREEMENT

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11 PAYMENT

- 11.1 The contract is rates based with no commitment of contractual quantity, and any service requests shall be subject to budget availability within the Department.
- 11.2 The rates and price shall remain firm for the first year and price adjustment shall only be considered in the second year of the contract based on CPI.
- 11.3 The Department shall pay the Service Provider, for services rendered, in arrears, within 30 days of submission of a valid invoice. The 30-day period shall commence upon the submission of a valid and accurate invoice and copies of
- 11.4 All payments shall be in compliance with the Public Finance Management Act 1 of 1999, as amended and Treasury Regulations.
- 11.5 The Service Provider undertakes to ensure that invoices are correct, with full description of the items invoiced, prior to submission to the Department for payment.

12 LEGAL COMPLIANCE

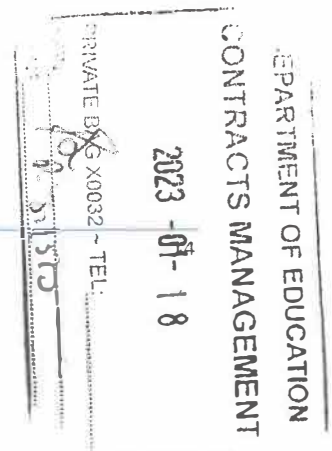
12.1 Compliance

- 12.1.1 Without derogation from the specific instances of compliance required elsewhere in this Agreement, the Service Provider undertakes to provide its services, execute its tasks and fulfil its obligations under this Agreement in full compliance with all applicable legal and statutory prescripts and requirements.

12.2 Liability

- 12.2.1 The Service Provider shall at all times be liable for all the acts and/or omissions of its officers, servants, agents, assigns whether acting within the course and scope of their duties and employment with the Service Provider.

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WITNESS 2	mk	WITNESS 2	NH



13 BREACH

13.1 If the Service Provider fails to comply with its obligations in terms of and pursuant to this Agreement and fails to remedy such breach within 3 (three) business days after receipt of written notice from the Department calling on it to remedy such breach, the Department shall:

13.1.1 suspend further payments to the Service Provider for the goods and services concerned;

13.1.2 following further written notice of not less than 3 (three) business days, terminate the Agreement, provided that payment is tendered for all outstanding costs incurred and fees due to the Service Provider for performance or Services other than the performance or Services which resulted in termination of agreement; and

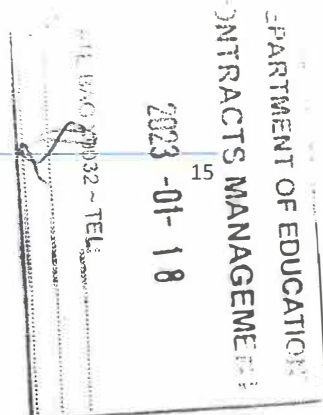
13.1.3 appoint any other person or persons to complete the execution of the services in which event the Service Provider shall be liable for the reasonable costs of the Department's appointment associated with the delay.

13.2 If the Department fails to comply with its obligations in terms of this Agreement and fails to remedy such breach within 3 (three) business days after receipt of written notice from the Service Provider calling on it to remedy such breach, the Service Provider, may in addition to any other legal remedies it may have:

13.2.1 Compel the Department to fulfil its obligations and abide by the terms and conditions of the Agreement through the legal process;

13.2.2 following a further 3 (three) business days calling on the Department to remedy such breach and the Department failing to do so, terminate this Agreement and demand payment in respect of outstanding fees for the

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provision of deliverables rendered or performed under or in terms of this agreement.

14 IMPOSSIBILITY OF PERFORMANCE

- 14.1 If, due to circumstances beyond the control of the Service Provider i.e. Acts of God, delay or failure by the Department to perform in terms of this Agreement, it becomes impossible for the Service Provider to fulfil any of its obligations in terms of and pursuant to this Agreement, the Department, on receipt of a written request from the Service Provider, shall consider granting the Service Provider the necessary permission to defer such performance for such period as may be required under the circumstances, which permission shall not be unreasonably withheld.

15 OWNERSHIP AND PUBLICATION OF DELIVERABLES

- 15.1 The Department will become the owner of all data collected, furnished and / or compiled by the Service Provider during the course of and for the purposes of executing the Agreement, provided the Service Provider may retain copies of any data should it be required to do so by any applicable law, or as required by internal policies or under any applicable regulation.
- 15.2 To the extent that copyright in any intellectual property compiled by the Service Provider during the course of and for purposes of the Agreement vests in the Service Provider, such copyright will remain the property of the Service Provider, unless otherwise agreed by the Service Provider in writing.

DEPARTMENT OF EDUCATION CONTRACTS MANAGEMENT	
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PRIVATE BAG X0032 ~ TEL: _____	
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HOD	MDA	MEMBER	SN
WITNESS 1	TZ	WITNESS 1	AMS
WITNESS 2	MK	WITNESS 2	NH

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15.3 The Department shall become the owner of all corporeal and incorporeal assets acquired during the course of the contract from moneys paid over to it by the Department pursuant to this Agreement.

15.4 The parties undertake that they shall respect and take reasonable steps to protect each other's intellectual property rights (whether registered or not), including, past and future copyright, related rights, patents, utility models, trademarks, trade names, service marks, customer relationship information, designs, databases, know-how, trade secrets and inventions (whether patent or not), goodwill and all other identical or similar intellectual property as well as those of third parties and that the parties shall not (or permit any third party to) reverse engineer, decompile, modify or tamper with the equipment or software and intellectual property of the other parties' or any of its third party suppliers.

16 LIMITATION OF CESSION

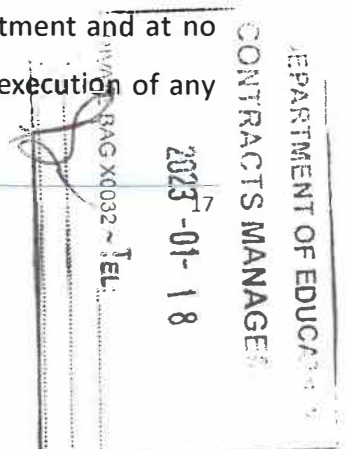
16.1 The rights and obligations of the Parties in terms of this Agreement shall be incapable of being ceded, assigned or delegated to any other person outside of the Service Provider or the Department, unless there is written agreement signed by the Department and the Service Provider.

16.2 Each party warrants that it is not acting as an agent for an undisclosed principal.

17 SUB-CONTRACTING

17.1 The Service Provider may, with prior written consent of the Department and at no additional cost to the Department, employ subcontractors for the execution of any

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portion of its obligations under this Contract, but such subcontracting shall not relieve the Service Provider of its obligations under this Contract and the Service Provider shall remain liable for any acts or omissions of such subcontractors. The Service Provider shall further ensure that all sub-contractors perform in terms of all applicable provisions of the Contract.

17.2 The Department shall have the right during the continued duration of this Contract to direct the Service Provider to replace such sub-contractor upon 3 (three) days written notice if the sub-contractor's performance is materially deficient, or good faith doubts exist concerning the sub-contractor's ability to render future performance because of inter alia changes in the ownership, management, or the financial condition of the sub-contractor.

17.3 Each, sub-contractor shall, prior to its appointment as sub-contractor under this Contract, sign irrevocable, unconditional and written confidentiality and non-disclosure undertakings in favour of the Department on terms and conditions acceptable to the Department.

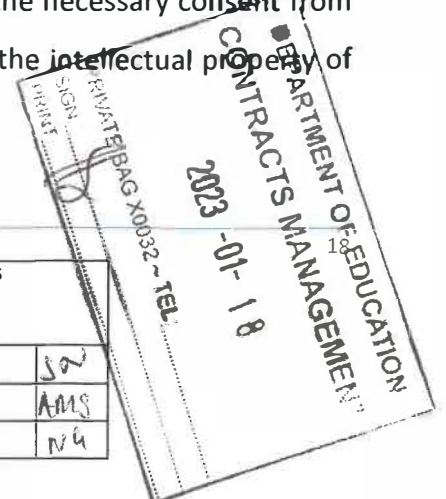
18 INDULGENCE

No extension of time, latitude or other indulgence which may be given or allowed by either party to the other shall constitute a waiver or alteration of the Agreement or affect such party's rights or prevent such party from strictly enforcing due compliance with each and every provision of this Agreement.

19 INTELLECTUAL PROPERTY

19.1 The Service Provider undertakes to obtain and maintain the necessary consent from the proprietors or their licensees, should it make use of the intellectual property of any other person.

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19.2 The Service Provider further indemnifies the Department against any claim or action (including cost) caused by or arising from the failure to obtain such consent.

19.3 The Servicer Provider undertakes not to present as its own work, the work that has already been done by the Department or by any other party.

20 CONFIDENTIALITY AND FRAUD

20.1 Unless the information in question lies within the public domain or is required to be provided in terms of the law, a Party to this agreement and any person under the control of such Party shall not disclose in any manner whatsoever any information gathered, obtained by it/him/her, by virtue of involvement in work performed under the Agreement, except in fulfilment of such Party's obligations under the Agreement.

20.2 All information gathered, obtained or known by virtue of involvement in work performed under the Agreement shall be deemed to be of commercial value and the Parties and persons under their control shall exercise due care and diligence in managing such information.

20.3 Any disclosure of information contrary to the terms of the Agreement may result in termination of the Agreement, forfeiture of the remaining moneys payable under the Agreement, or the institution of legal proceedings.

20.4 The Parties accept responsibility for any person under their control in the event of such unauthorized disclosure.

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20.5 The Service Provider confirms its ability and willingness to investigate fraudulent or illegal transactions involving provincial government monies handled through the Service Provider, including the recovery of or compensation for any loss suffered by the Provincial Government as a result of the actions or omissions of a person under the control of the Service Provider in respect of such transactions. In particular, the Service Provider undertakes to:

20.5.1 Ensure the adherence to relevant legislation whether currently in force or implemented in future;

20.5.2 Immediately and without delay inform the Department of occurrence of any such fraud or illegal transaction;

20.5.3 Implement reasonable steps to prevent the occurrence or repetition of such fraudulent or illegal transaction;

20.5.4 Undertake appropriate disciplinary action against any employee of the Service Provider involved or suspected of being involved in any such fraudulent or illegal transaction;

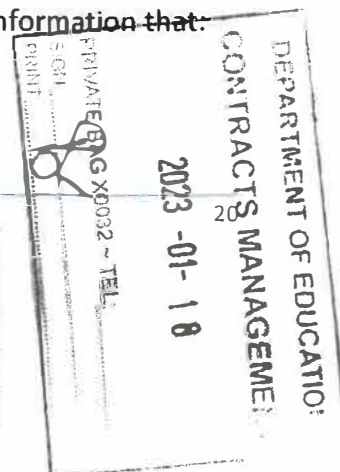
20.5.5 In appropriate cases refer any such fraudulent or illegal transaction for investigation by its internal investigation Department, the South African Police Service, or independent forensic investigators.

20.6 The Department undertakes to provide in good faith all the necessary support to the Service Provider in the fulfilment of its obligations under this clause.

20.7 The Service Provider may receive Confidential information about the Department's business in the course of providing the Services. The Service Provider will keep confidential and will not disclose the Department's Confidential information to any third party. This does not apply to the Department's Confidential information that:

20.7.1 Is in the public domain; or

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HOD	<i>[Signature]</i>	MEMBER	<i>[Signature]</i>
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WITNESS 2	<i>[Signature]</i>	WITNESS 2	<i>[Signature]</i>



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20.7.2 The Service Provider is required by Law to disclose; or

20.7.3 The Service Provider is required to disclose to its insurers or legal advisers; or

20.7.4 Is necessary for the Service Provider to disclose in order to reasonably perform the Services; or

20.7.5 Is information the Service Provider independently developed; or 20.7.6 The Service Provider received from a third party without restriction and without a breach of a duty of confidentiality.

20.8 The Department agrees to keep confidential and not to disclose to any third party any methodology or technology the Service Provider uses to perform the Services.

21 DISPUTE RESOLUTION

The party commencing legal action shall decide whether the dispute will be resolved by way of arbitration or litigation;

21.1 In the case of arbitration:

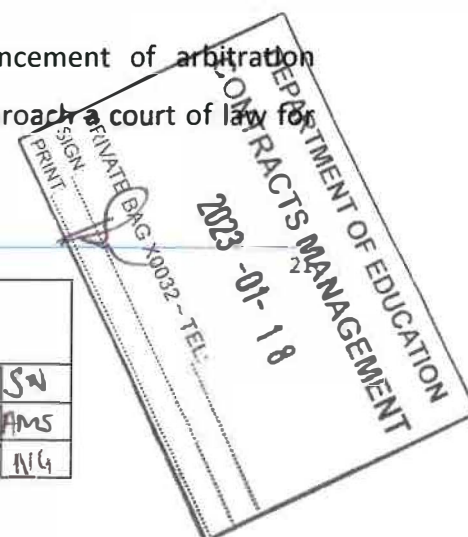
21.1.1 the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of South Africa ("AFSA");

21.1.2 AFSA shall be responsible for the appointment of an arbitrator and, where the Parties agree, more than one arbitrator may be appointed;

21.1.3 the arbitration will include the right of appeal provided for by the rules of AFSA;

21.1.4 notwithstanding the institution and commencement of arbitration proceedings, either party may nonetheless approach a court of law for

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relief of an urgent nature in circumstances in which such relief cannot be given or cannot urgently be given by the arbitrator;

21.1.5 in making an award, the arbitrator appointed shall also in his discretion make a decision with regard to the costs of arbitration, including any value added tax, charges and disbursements and fees of a like nature incurred by the successful party in successfully enforcing or defending any of the provisions of this Agreement, or any claim hereunder, and shall be for the account of the unsuccessful party. In so doing, the arbitrator shall be entitled to appoint a taxation consultant and / or a taxing master to determine the amount of the fees.

21.2 In the case of litigation:

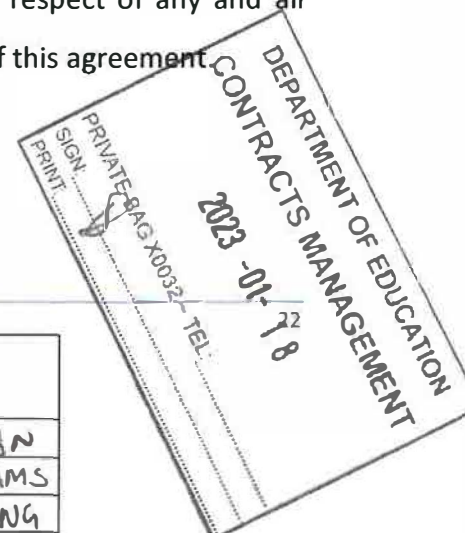
21.2.1 The parties consent to the jurisdiction of the appropriate division of the High Court of South Africa in respect of all proceedings which may arise out of or in connection with this Agreement;

21.2.2 All costs of litigation, except for costs as per a court order, shall be as between party and party, including any value added tax, charges and disbursements, and fees of a like nature incurred by the successful party in successfully enforcing or defending any of the provisions of this Agreement, or any claim hereunder, and shall be for the account of the unsuccessful party.

22 PROTECTION OF INFORMATION

Parties to this agreement acknowledge and understand the contents of the POPI Act and undertake to fulfil all obligations contained herein, in respect of any and all information that may come into their possession by virtue of this agreement.

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WITNESS 1	T.Z	WITNESS 1	AMS
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23 DOMICILIUM

The Parties hereby select the addresses respectively set out opposite their names below as the addresses at which all notices, legal processes and other communications must be delivered to them for the purposes of this Agreement.

In the case of the Department, to:

Physical Address	The Eastern Cape Department of Education Steve Vukile Tshwete Building Zwelitsha, Eastern Cape Province
Postal Address	Private Bag X0032 Bhisho 5606
Electronic Mail Address	Mahlubandile.qwase@ecdoe.gov.za
Marked for the attention of:	MR M.D. Qwase

In the case of Nkqubela Community Developers:

Physical Address	9 Muller Street Southernwood East London 5200
Postal Address	5200
Electronic mail address	sakiwo@nkqubela-cd.co.za
Marked for the attention of:	Mr Sakiwo Ngcwangu

24 OTHER

- 24.1 This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa
- 24.2 The parties shall in their dealings with each other display good faith.
- 24.3 This agreement constitutes the whole agreement between the parties relating to the subject matter hereof.



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24.4 No amendment or consensual cancellation of this agreement or any provision or term hereof or of any agreement or other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this agreement or of any agreement or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

24.5 No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this agreement.

24.6 To the extent permissible by law no party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

24.7 A party shall repay to the other party ("the aggrieved party) on demand all costs incurred by the aggrieved party as a result of the first party's failure to comply with the terms and conditions of this agreement or the cancellation hereof, including but not limited to all legal costs on an attorney and own client scale, collection commission, tracer's costs, and all costs of obtaining possession of and in the

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WITNESS 2	11/12	WITNESS 2	N4

DEPARTMENT OF EDUCATION CONTRACTS MANAGEMENT
2023-01-18
PRIVATE BAG X0032 ~ TEL: 011 312 3456
SIGN: [Signature] PRINT: [Signature]

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valuation, removal, transport, repairs, maintenance, resale and storage of the subscriber apparatus.

24.8 In the event of any one or more of these terms and conditions being unenforceable, same will be deemed to be severable from the remainder of this agreement, which will nevertheless be binding and enforceable.

24.9 While performing the Services, the Service Provider may supply oral, draft or interim advice, reports or presentations. However, the written advice or opinion, as the case may be, in the final version of the Product of the Services takes precedence. The Department may not rely on any draft, interim or oral advice, opinion, report or presentation.

24.10 The Service Provider does not have an obligation to update, orally or in writing, any Product of the Services for events that occur after the Service Provider has issued the final version of the Product of the Services unless:

24.10.1 the Law requires the Service Provider to do so, or

24.10.2 the Service Provider has agreed to do so in the Agreement.

24.11 Except for reports expressly prepared for publication, the Service Provider supplies the Products of the Services for the Department's benefit and information only. The Products of the Services may not (except for the Department's own internal purposes) be copied, referred to or disclosed to any third party, wholly or partially, without the Service Provider's prior written consent and then only on terms acceptable to the Service Provider.

24.12 The Department may disclose any Product of the Services to its bankers and legal and other professional advisers for seeking advice about the Services. However, the Department must inform them that:

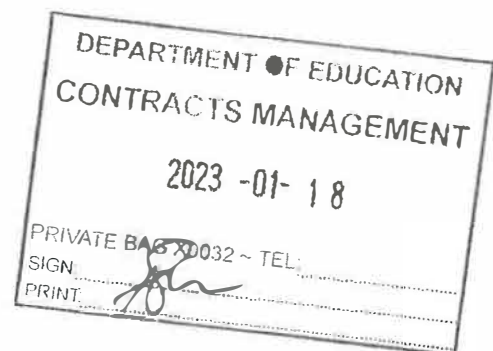
DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
HOD	MD	MEMBER	SN
WITNESS 1	TZ	WITNESS 1	AMS
WITNESS 2	UR	WITNESS 2	NG

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2023-01-18
PRIVATE BAG 00032 ~ TEL: 011 312 1111
SIGN: [Signature]
PRINT: [Name]

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- 24.12.1 they may not (except for their own internal purposes) disclose the Product of the Services to any third party without the Service Provider's prior written consent and then only on terms acceptable to the Service Provider; and
- 24.12.2 the Service Provider accepts no liability to the Department's bankers or legal and other professional advisers in connection with the Services; and
- 24.12.3 the Service Provider does not have a duty to care or any legal obligation to the Department's bankers or legal and other professional advisers in connection with the Services.



DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
HOD	[Signature]	MEMBER	JN
WITNESS 1	TZ	WITNESS 1	AMS
WITNESS 2	[Signature]	WITNESS 2	NH

SERVICE LEVEL AGREEMENT

ECDOE AND NKQUBELA COMMUNITY DEVELOPERS: "TO REQUIRE ACCREDITED TRAINING PROVIDERS TO TRAIN PRE-GRADE R PRACTITIONERS THAT ARE BASED IN COMMUNITY ECD CENTRES, AND ARE REGISTERED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT, ON FURTHER EDUCATION AND TRAINING CERTIFICATE IN EARLY CHILDHOOD DEVELOPMENT (QUALIFICATION ID NUMBER 58761) WITH MINIMUM CREDITS FOR DURATION OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEAR PERIOD SUBJECT TO BUDGET AVAILABILITY, SUPPLIER PERFORMANCE AND THE NEED OF THE DEPARTMENT. SCMU6-20/21:0005.

THUS, DONE AND SIGNED AT EAST LONDON on this 20 (day) of JANUARY (month) 2023 (year) in the presence of the undersigned witnesses:



MR M.D QWASE.

ACTING HEAD (HOD) OF THE EASTERN CAPE PROVINCIAL
DEPARTMENT OF EDUCATION (FOR AND ON BEHALF OF
THE EC PROVINCIAL DEPARTMENT OF EDUCATION)

WITNESSES:

1. Thandiswa Mkhizana

FULL NAMES



SIGNATURE

2. M. Mkhizana

FULL NAMES



SIGNATURE

THUS, DONE AND SIGNED AT EAST LONDON on this 02 (day) of FEBRUARY (month) 2023 (year) in the presence of the undersigned witnesses:



MR SAKIWO NGCWANGU.

MEMBER: NKQUBELA COMMUNITY
DEVELOPERS.

WITNESSES:

1. Alexandre Mzwandile Sibanyoni

FULL NAMES

DEPARTMENT OF EDUCATION
CONTRACTS MANAGEMENT

2023 -01- 18



SIGNATURE

2. Nomboriso Gwizulu

FULL NAMES

PRIVATE BAG X0032 ~ TEL:
SIGN: 
PRINT

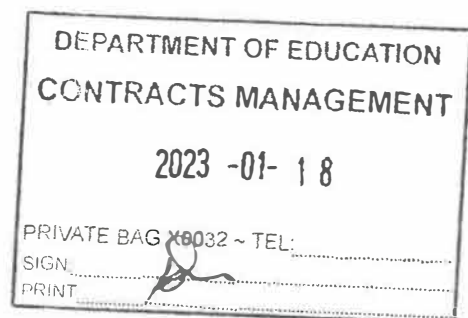
SIGNATURE

DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
HOD		MEMBER	
WITNESS 1		WITNESS 1	
WITNESS 2		WITNESS 2	

SERVICE LEVEL AGREEMENT

ECDOE AND NKQUBELA COMMUNITY DEVELOPERS: "TO REQUIRE ACCREDITED TRAINING PROVIDERS TO TRAIN PRE-GRADE R PRACTITIONERS THAT ARE BASED IN COMMUNITY ECD CENTRES, AND ARE REGISTERED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT, ON FURTHER EDUCATION AND TRAINING CERTIFICATE IN EARLY CHILDHOOD DEVELOPMENT (QUALIFICATION ID NUMBER 58761) WITH MINIMUM CREDITS FOR DURATION OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEAR PERIOD SUBJECT TO BUDGET AVAILABILITY, SUPPLIER PERFORMANCE AND THE NEED OF THE DEPARTMENT. SCMU6-20/21:0005.

ANNEXURE A

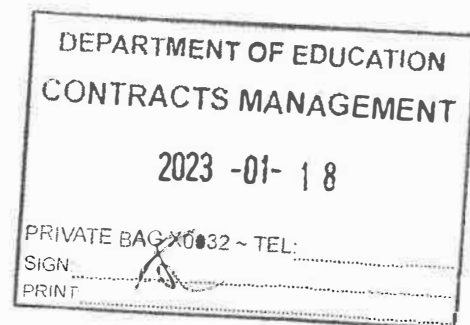


DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
HOD	MDR	MEMBER	SN
WITNESS 1	TZ	WITNESS 1	AMS
WITNESS 2	mk	WITNESS 2	NG

SERVICE LEVEL AGREEMENT

ECDOE AND NKQUBELA COMMUNITY DEVELOPERS: "TO REQUIRE ACCREDITED TRAINING PROVIDERS TO TRAIN PRE-GRADE R PRACTITIONERS THAT ARE BASED IN COMMUNITY ECD CENTRES, AND ARE REGISTERED BY THE DEPARTMENT OF SOCIAL DEVELOPMENT, ON FURTHER EDUCATION AND TRAINING CERTIFICATE IN EARLY CHILDHOOD DEVELOPMENT (QUALIFICATION ID NUMBER 58761) WITH MINIMUM CREDITS FOR DURATION OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEAR PERIOD SUBJECT TO BUDGET AVAILABILITY, SUPPLIER PERFORMANCE AND THE NEED OF THE DEPARTMENT. SCMU6-20/21:0005.

ANNEXURE B



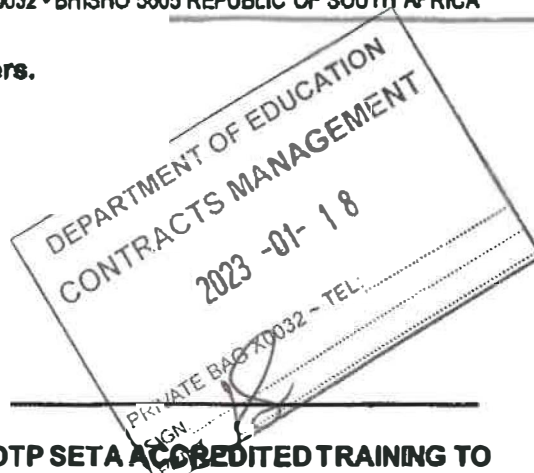
DEPARTMENT OF EDUCATION		NKQUBELA COMMUNITY DEVELOPERS	
HOD	[Signature]	MEMBER	SN
WITNESS 1	[Signature]	WITNESS 1	AMS
WITNESS 2	[Signature]	WITNESS 2	NG



OFFICE OF THE CHIEF DIRECTOR - SCM

Enquiries • Ms P. Siloto Email address • phaleka.siloto@ecdoe.gov.za
Steve Vukile Tshwete Complex • Zone 6 Zwelitsha • 5608, Private Bag X0032 • BHISHO 5605 REPUBLIC OF SOUTH AFRICA

TO: The Director – Nkqubela Community Developers.
Unit 7 Union Square Suite.
40 Union Street.
EAST LONDON.
5200.



Dear Sir/Madam.

**SUBJECT: SCMU06-21/22-0005: PROVISION OF ETDP SETA ACCREDITED TRAINING TO
EARLY CHILDHOOD DEVELOPMENT PRACTITIONERS FOR A PERIOD OF 36
MONTHS.**

The Eastern Cape Department of Education (herein after referred to as the ECDoE) is pleased to inform you that the contract for the provision of ETDP SETA accredited training for early childhood development practitioners has been awarded to your company - Nkqubela Community Development.

The contract is awarded to yourselves for a period of thirty-six (36) months with an option to extend for a further period of twenty-four (24) months at the discretion of the ECDoE subject to budget availability, your performance in this contract and the needs of the ECDoE.

This is a rates based contract and rates shall remain firm in the first year of the contract and shall be considered for adjustment in the second year or the later duration of the contract, such adjustment shall be applicable and considered after approval by the ECDoE as outlined in the Service Level Agreement.

SERVICE PROVIDER

DISTRICT

**NKQUBELA COMMUNITY
DEVELOPERS**

Alfred Nzo East, Alfred Nzo West, Amathole East, Amatole West,
Amathole East, Buffalo City Municipality, Chris Hani East, Chris
Hani West, Joe Gqabi, Sarah Baartman, O.R. Tambo Coastal,
O.R. Tambo Inland, NMMB, Alfred Nzo East, and Alfred Nzo West

Should Nkqubela Developers, at any time during the currency of this contract, or any extension period, be under liquidation, administration or face similar proceedings, Nkqubela Community Developers is compelled to inform the ECDoE, in writing, of same. Furthermore Nkqubela Community Developers must inform ECDoE of any reason whatsoever, which may negatively impact on its ability to perform in terms of the contract.

In the event that there is a dispute derived of a contradiction between the various documents exchanged between the ECDoE and Nkqubela Community Developers, precedence will be given in the following order with the latest document issued and accepted or acknowledged being the correct instruction or interpretation. The sequence of documents ranging from lowest to highest is therefore, bid invitation, addenda to bid invitation, the supplier response, the letter of award, any contractual format or SLA, purchase orders and site instructions subject to be confirmed in writing and provided it does not increase the value of the purchase order.

It is only upon the signing of a Service Level Agreement (SLA) that Nkqubela Community Developers may commence rendering services.

Kindly acknowledge receipt of this conditional award by signing the acceptance slip hereunder and return same to ECDoE within 48 (forty-eight) hours by emailing it to pheleka.siloko@ecdoe.gov.za.

Yours in Quality Teaching and Learning.


.....
MR M QWASE
Act/HEAD OF DEPARTMENT

08 DECEMBER 2022
.....
Date



Acceptance of Award

I SAKIWO NGCWANGU (name) hereby accept the terms of this appointment and acknowledge that I am appropriately delegated to accept this award on behalf of **NKQUBELA COMMUNITY DEVELOPERS.**

PROJECT NAME:

AWARD LETTER IN RESPECT OF SCMU6-20/21-0005

SCMU06-21/22-0005: PROVISION OF EDTP SETA ACCREDITED TRAINING TO EARLY CHILDHOOD DEVELOPMENT PRACTITIONERS FOR A PERIOD OF THREE (3) YEARS.

SAKIWO NGCWANGU

Print Name

14/12/2022

Date

DIRECTOR

Designation



Signature

NKQUBELA COMMUNITY DEVELOPERS
Comp No: **2009/126316/23**
9 MULLER STREET
SOUTHERNWOOD
EAST LONDON 5201



SCMU06-21/22-0005: PROVISION OF EDTP SETA ACCREDITED TRAINING TO EARLY CHILDHOOD DEVELOPMENT PRACTITIONERS FOR A PERIOD OF 36 MONTHS WITH AN OPTION TO EXTEND FOR THIRTY-SIX (36) MONTHS WITH AN OPTION TO EXTEND FOR A FURTHER PERIOD OF TWENTY-FOUR MONTHS (24)

