



national treasury

Department
National Treasury
REPUBLIC OF SOUTH AFRICA

SERVICE LEVEL AGREEMENT

Entered into between

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA IN ITS NATIONAL TREASURY

(Herein represented by Dr Duncan Pieterse in his capacity as the Director-General: National
Treasury, duly authorised thereto)

(Hereinafter referred to as "the National Treasury")

And

HAFFEGEE ROSKAM SAVAGE ATTORNEYS INC

(A personal liability company with registration number 2022/391573/21 herein represented by Mr
Anton Roskam in his capacity as Partner)

(Hereinafter referred to as "the Service Provider")

(Hereinafter jointly referred to as "the Parties")

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WHEREBY IT IS AGREED AS FOLLOWS:**1. INTERPRETATION AND PRELIMINARY**

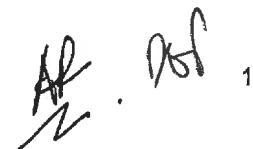
The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears –

1.1. words importing –

- 1.1.1. any one gender includes the other two genders;
- 1.1.2. the singular includes the plural and *vice versa*; and
- 1.1.3. natural persons include created entities (incorporated or unincorporated) and the state and *vice versa*.

1.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –

- 1.2.1. **“Agreement”** means this service level agreement and all annexures attached hereto;
- 1.2.2. **“Deliverables”** means performing all responsibilities as an employer representative in respect of a disciplinary process, advice, recommendations, reports, procedures, methods or other documents, information or matters which are prepared, produced, or otherwise developed by the Service Provider or its personnel in relation to or resulting from the performance of the Services (whether in hard copy or in electronic format);
- 1.2.3. **“Effective Date”** means the date of signature by the last Party signing;
- 1.2.4. **“Intellectual Property”** means all intellectual property rights of any kind including without limitation, patents, service marks and trademarks (whether registered or not), copyright material, inventions, business methods, process methodology, trade secrets, reports, drawings, or specifications, whether or not any of these are registered or not;
- 1.2.5. **“National Treasury”** means the National Treasury established in terms of section 5 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 1.2.6. **“Parties”** means the National Treasury and the Service Provider and a **“Party”** means either of them;



- 1.2.7. **"Resource(s)"** means the personnel which will be supplied by the Service Provider to the National Treasury to render the Services;
- 1.2.8. **"Services"** means the Services to be rendered by the Service Provider and as set out in **annexure A** attached hereto;
- 1.2.9. **"Service Provider"** means Haffegge Roskam Savage Attorneys Inc a personal liability company with registration number 2022/391573/21, duly incorporated and registered in terms of the Companies Act, 2008 (Act No 71 of 2008);
- 1.2.10. **"SSA"** means the State Security Agency; and
- 1.2.11. **"Termination Date"** means 30 November 2026 or when the services are concluded, whichever is the earlier, or unless terminated earlier in terms of this Agreement.
- 1.3. any reference in this Agreement to **"date of signature hereof"** shall be read as meaning a reference to the date of the last signature of this Agreement;
- 1.4. any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.5. when any number of days is prescribed in this Agreement, same shall be reckoned exclusive of the first and inclusive of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or a public holiday;
- 1.6. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.7. expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions;
- 1.8. where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that such term has not been defined in this interpretation clause;
- 1.9. the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provided that they will operate after any such expiration or termination or which of necessity must continue to have

 
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effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;

- 1.10. the rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of the agreement, shall not apply; and
- 1.11. any reference in this Agreement to a Party shall, if such Party is liquidated, be applicable also to and binding upon that Party's liquidator.

2. APPOINTMENT

- 2.1. The National Treasury appoints the Service Provider to provide the Services and the Service Provider accepts such appointment on the terms and conditions herein.
- 2.2. The National Treasury approves that Mr Anton Roskam shall be the employer representative of the National Treasury and shall perform the services.

3. DURATION

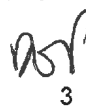
This Agreement shall commence on the Effective Date and shall continue until the Termination Date.

4. THE SERVICES

- 4.1. The Services to be rendered in terms of this Agreement entail supporting the National Treasury in a disciplinary matter as more fully set out in **annexure A** hereto,
- 4.2. In rendering the Services, the Service Provider shall report to the Director-General or any other personnel designated in writing by the National Treasury.

5. TERMINATION

- 5.1. The Parties shall be entitled to immediately terminate this Agreement if one or more of the following occur –
 - 5.1.1. Either Party conducts itself in a manner which will justify termination according to the common law;
 - 5.1.2. Either Party conducts itself in a manner which brings or is likely to bring the other Party into disrepute;
 - 5.1.3. Either Party breaches any term of this Agreement and fails to remedy such breach within a reasonable time, taking into consideration the nature of the breach and the consequences thereof.

 
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- 5.2. Should any of the events stated in clause 5.1 occur or materialise, either Party shall give the other Party 14 (fourteen) days' written notice of its intention to terminate.
- 5.3. The National Treasury shall be entitled to immediately terminate this Agreement if any one or more of the following occur –
 - 5.3.1. The Service Provider enters into settlement arrangements with its creditors;
 - 5.3.2. The Service Provider commits an act of insolvency; or
 - 5.3.3. The verification report from the SSA has negative results in respect of the Service Provider.

6. FEES

- 6.1. In consideration of the performance of the Services by the Service Provider in accordance with the terms of this Agreement, the National Treasury shall pay the Service Provider a maximum amount of R500 000-00 (Five Hundred Thousand Rand) for the duration of this Agreement.
- 6.2. In charging the National Treasury for the Services rendered, the Service Provider shall charge the rates as set out in **Annexure B** of this Agreement in respect of Mr Roskam.
- 6.3. The National Treasury shall pay the Service Provider in accordance with the fee structure contemplated in clause 6.2 above. The Service Provider will be remunerated for the actual number of hours worked and expenses incurred in rendering the Services.
- 6.4. The Service Provider shall furnish the National Treasury with a monthly written VAT invoice for Services rendered within that month within 30 (thirty) days after rendering such Services. The written invoice must be submitted together with an itemised account detailing all the Services rendered, the date on which the Services were provided, the time spent on the Services and the amount charged for rendering the Services.
- 6.5. Any payment by the National Treasury for Services rendered in terms of this Agreement shall be subjected to the following requirements:
 - 6.5.1. The Service Provider will furnish the National Treasury with such supporting documentation that the National Treasury may require from time to time;

 
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6.5.2. The National Treasury will pay the Service Provider within 30 (thirty) days of receipt of a valid invoice, provided that the National Treasury is satisfied that the invoice correctly reflects the amount due by the National Treasury; and

6.5.3. The Service Provider shall submit invoices to scminvoices@treasury.gov.za.

6.6. The National Treasury shall make all payments into the Service Provider's bank account, the details of which are as follows:

Account Holder	:	Haffegge Roskam Savage Attorney Inc
Bank	:	Standard Bank South Africa
Account number	:	401948021
Branch	:	051001

7. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall -

- 7.1. Interact with the National Treasury on a regular basis;
- 7.2. conduct the Services in a professional manner and render the Services with due diligence and proper care and in accordance with the standards of performance which can be expected from the industry in which the Service Provider operates;
- 7.3. co-operate with the National Treasury in all matters relating to the rendering of the Services and timeously submit to the National Treasury such information and reports which may be required in connection with the rendering to the Services;
- 7.4. ensure that the Deliverables furnished to the National Treasury in connection with the Services will be fit for the purpose for which they are supplied;
- 7.5. ensure that the Resources provided to carry out the Services have the appropriate and necessary qualifications and experience;
- 7.6. not engage in any conduct which is calculated to or has or may have the effect of bringing the National Treasury or any of its employees into disrepute;
- 7.7. disclose to the National Treasury all acts or omissions which may constitute a breach by the Service Provider of her obligations to the National Treasury;
- 7.8. perform any other function reasonably required for or incidental to the Services rendered in terms of this Agreement; and

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- 7.9. be true and faithful to the National Treasury in all dealings and transactions whatsoever relating to the National Treasury's business and interests.

8. OBLIGATIONS OF THE NATIONAL TREASURY

The National Treasury shall -

- 8.1. co-operate and assist the Service Provider in performing its obligations in terms of this Agreement;
- 8.2. timeously furnish the Service Provider with all required information and documentation in its possession to enable the Service Provider to render the Services in terms of this Agreement;
- 8.3. give the Service Provider timeous instructions and approvals; and
- 8.4. verify and confirm information or documentation submitted by the Service Provider in the performance and execution of its duties in terms of this Agreement.

9. INDEMNITY

The National Treasury shall not be liable for any act or omission on the part of Service Provider in the rendering of the Services under this Agreement (whether negligent or otherwise) which causes injury, loss or damage to any employee or officer of the National Treasury and / or any third party (whether direct, indirect or consequential) and the Service Provider hereby indemnifies and holds the National Treasury harmless against any claims of whatsoever nature in this regard. Unless such claim for injury, loss or damage emanates from the National Treasury's failure to provide the Service Provider with correct and accurate information.

10. PERFORMANCE PENALTY

In the event that the Service Provider fails to deliver the Services in accordance with the timelines agreed to between the Parties, the National Treasury shall be entitled to deduct a maximum amount of 5% (five percent) of the total fees payable to the Service Provider.

11. THIRD PARTY WORK

This Agreement shall in no way limit the Service Provider's right to conduct any business with and / or for any third parties and to enter into contracts of any nature with any third parties, provided, firstly, that the Service Provider's obligations in terms of this Agreement shall always be timeously and satisfactorily fulfilled, and secondly that the Service Provider shall not conduct any business with and/or for any third party whose interests

may conflict with the National Treasury's interests. In cases of scheduling conflicts regarding the rendering of the Services, the Service Provider shall give priority to the Services provided to the National Treasury under this Agreement.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Insofar as may be necessary, the Service Provider assigns to the National Treasury the Intellectual Property rights in all present and future works which the Service Provider may be the author, which works were or are created, compiled, devised or brought into being during the course and scope of the Service Provider's rendering of Services to the National Treasury. No consideration shall be payable by the National Treasury to the Service Provider in respect of this assignment.

12.2. All reports, manuals, budgets, indices, research papers, letters or other similar documents (the nature of which is not limited by the specific reference to the foregoing items) which are created, compiled or devised or brought into being by the Service Provider or come into the Service Provider's possession during the course and scope of this Agreement, and all copies thereof, shall be the property of the National Treasury. Upon the date of termination of this Agreement, or earlier if required by the National Treasury, such documents and all copies shall be returned to the National Treasury.

12.3. On termination of this Agreement, the Service Provider shall deliver to the National Treasury all property in the Service Provider's possession or under its control belonging to the National Treasury or created in pursuance of the Service Provider's duties in terms of this Agreement including, without limiting the generality thereof, documents, drawings, plans, reports, data sheets and discs.

13. GOOD FAITH

Each Party shall be bound to show the utmost good faith to the other in regard to all matters arising from or in terms of this Agreement.

14. CONFIDENTIALITY

14.1. The Service Provider shall not for the duration of this Agreement or thereafter, regardless of the reasons for termination, use for its benefit or the benefit of any other person or communicate or divulge to any unauthorised person any confidential matter or information relating to the business affairs, processes,

Handwritten signatures and initials, including a signature that appears to be 'AJP' and another that appears to be 'Dof' with a small '7' above it.

marketing techniques, trade secrets, client lists and / or professional connections of the National Treasury or any of its clients.

14.2. This obligation shall not apply to any confidential information which is:

14.2.1. known to, or in the possession of, the Service Provider prior to the disclosure thereof by the National Treasury;

14.2.2. or becomes publicly known otherwise than pursuant to breach of this Agreement by the Service Provider;

14.2.3. disclosed by the Service Provider to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time;

14.2.4. disclosed to a third party pursuant to the prior written authorization of the National Treasury; and

14.2.5. received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

15. NON-PARTNERSHIP

Nothing in this Agreement shall be deemed to constitute either of the Parties the partner of the other or constitute either of those Parties the agent or legal representative of the other. It is not the intention of the Parties to create, nor shall this Agreement be construed to create any commercial or other partnership. Neither the National Treasury nor the Service Provider shall have any authority to act or to assume any obligation or responsibility on behalf of the other of them.

16. NO CESSION OR ASSIGNMENT

The Service Provider shall not cede or assign any of its rights and obligations in terms of this Agreement to any third party without prior written consent of the National Treasury.

17. WARRANTIES

The Service Provider warrants that:

17.1. it has the ability, skills and experience to render the Services and perform all related functions expected of it in terms of this Agreement;

17.2. each of the Service Provider's personnel has the required level of valid qualifications, skills, knowledge, experience and ability as set out in the terms of reference and which may be expected of an individual experienced in the role of

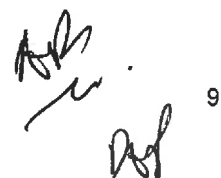
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the type and complexity which has been given to that individual in relation to the Services; and

- 17.3. the Deliverables will not infringe the rights of any third party (including any copyright or other Intellectual Property rights), and the Service Provider hereby indemnifies the National Treasury, and holds the National Treasury harmless against any losses, damages, actions, proceedings, liabilities and / or claims of any nature whatsoever and howsoever arising which may be suffered or incurred by or be made against the National Treasury by reason of any breach of this representation and warranty.

18. FORCE MAJEURE

- 18.1. If, by reason of any event of *force majeure*, any of the Parties to this Agreement will be delayed in, or prevented from, performing any of its obligations in terms of this Agreement (otherwise than as to the payment of money), then such delay or non-performance shall not be deemed to be a breach of this Agreement and no damages may be claimed by the other Party by reason thereof.
- 18.2. Should the exercise of the rights and obligations under this Agreement be materially hampered, interrupted or interfered with by reason of any event of *force majeure*, then the obligation to the delayed Party shall be suspended during the period of such hampering, interruption or interference consequent upon such event or events and shall be postponed for a period of time equivalent to the period or periods of suspension before being reinstated, and both Parties shall use their best endeavours to minimize and reduce any period of suspension occasioned by any of the aforesaid events.
- 18.3. The expression "an event of *force majeure*" shall mean and include fire, flood, casualty, satellite failure, lockout, labour condition, industrial action of any kind, unavoidable accident, national calamity, pandemic or riot, act of God, enactment of any Act of Parliament or the act of any other legally constituted authority, or any cause or event arising out of or attributable to war, or terrorist activity or any other cause or event whatsoever outside the control of the Parties.
- 18.4. Notwithstanding the above, such events of *force majeure* shall only be relevant if they take place within the borders of the Republic of South Africa and have a direct effect on the Services to be rendered in terms of this Agreement.



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19. DISPUTE RESOLUTION

Should any disputes, disagreements or claims arise between the Parties concerning this Agreement, either Party may institute action in any Court that has jurisdiction.

20. IMPLEMENTATION

20.1. The individuals with overall responsibility for implementation of this Agreement are:

20.1.1. For the National Treasury : Empie Van Schoor

20.1.2. For the Service Provider : Anton Roskam

20.2. The Parties undertake to do all such things, perform all such acts, take all such steps and procure the doing of all such things, the performance of all such acts, and the taking of all such steps as may be necessary to give effect to the terms and conditions under the import of this Agreement.

21. SEVERABILITY

Any provision in this Agreement, which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

22. DOMICILIUM CITANDI ET EXECUTANDI

22.1. The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

22.1.1. THE NATIONAL TREASURY

Physical : 40 Church Square, Pretoria, 0002

Postal : Private Bag X115, Pretoria, 0001

Tel : 083 458 1706

E-mail : Empi.Vanschoor@Treasury.gov.za

22.1.2. THE SERVICE PROVIDER

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Physical: 3rd Floor, 1 Bompas Road, Dunkeld West,
Johannesburg, 2196
Postal: 3rd Floor, 1 Bompas Road, Dunkeld West,
Johannesburg, 2196
Tel : 011-017 3130
E-mail : anton@hrsattorneys.co.za

- 22.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by e-mail.
- 22.3. Either Party may by notice to any other Party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that Party to another physical address provided that the change shall become effective *vis-à-vis* that addressee on the 5th (fifth) business day from the receipt of the notice by the addressee.
- 22.4. Any notice to a Party –
- 22.4.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 5th (fifth) business day after posting (unless the contrary is proved);
- 22.4.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
- 22.4.3. sent by e-mail to its chosen e-mail address, shall be deemed to have been received on the date of despatch (unless the contrary is proved).
- 22.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

23. WHOLE AGREEMENT, NO AMENDMENT

- 23.1. This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof.

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- 23.2. No amendment or consensual cancellation of this agreement or any provision or term hereof or of any agreement 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 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, 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.
- 23.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement, 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.
- 23.4. 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. GOVERNING LAW

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

25. COUNTERPARTS

This Agreement may be executed in more than one counterpart, each of which shall be deemed to constitute an original of this Agreement and which taken together shall constitute one and the same agreement.

SIGNED by the Parties and witnessed on the following dates and at the following places respectively:

<u>DATE</u>	<u>PLACE</u>	<u>WITNESS</u>	<u>SIGNATURE</u>
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For: THE GOVERNMENT
OF THE REPUBLIC OF
SOUTH AFRICA IN ITS
NATIONAL TREASURY

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2.

8 May 2026 Pretoria

For: HAFEGEE ROSKAM
SAVAGE ATTORNEYS INC

1.

2.

2026-05-06 Johannesburg

ANNEXURE A - SERVICES

1. SCOPE OF WORK

The Service Provider shall:

- 1.1. Assist the National Treasury with initiating the disciplinary enquiry against one of its senior employee:
 - 1.1.1. Draft the charge sheet.
 - 1.1.2. Draft any other documents necessary to facilitate the disciplinary enquiry.
- 1.2. Consult with the relevant stakeholders, officials, witness or any other person necessary to facilitate the disciplinary enquiry as and when required to;
- 1.3. Represent the National Treasury in its capacity as the employer, during the disciplinary enquiry.

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ANNEXURE B - FEE AND DISBURSEMENT RATES**(1 March 2026 to 28 February 2027)****HOURLY FEE RATES (EXCLUDING VAT)**

Director	R3 500
Junior Director	R2 700
Senior Associate	R2 300
Associate	R1 750
Candidate Attorney	R1 200

DISBURSEMENT RATES (EXCLUDING VAT)

Counsel	Charged at actual cost
Photocopies	R3,00 per page (B&W) R3,25 per page (Colour)
Telephone	Charged at actual cost
Travel (motor vehicle)	R5,40 per km
Secretarial Overtime (urgent matters)	Charged at actual cost
Other	Charged at actual cost