



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

PARTICIPATION AGREEMENT FOR LEASES

ANNEXURE L2

**THE PARTICIPATION AGREEMENT HAVE BEEN VETTED LEGALLY AND SHOULD
NOT BE AMENDED BY PARTICIPANTS BUT SIGNED AS IS**

BETWEEN

Name of State Institution (Participant): DEPT ECONOMIC DEVELOPMENT TOURISM AND ENVIROMENTAL AFFAIRS	AND	Name of Service Provider: KONICA MINOLTA SOUTH AFRICA a division of BIDVEST OFFICE (PTY) LTD
Physical Address: UTHUKELA DISTRICT OFFICE 73 MURCHISON STREET LADYSMITH		Physical Address: 3 Barnsley Road, Campsdrift Park, Campsdrift, Pieternaritzburg 3201
Signature: 		Signature: 

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ANNEXURE L2A : LEASE SCHEDULE

- 1.2.5 **"Parties"** under this Participation Agreement means the Parties (or either of them) Indicated on the front page of this Participation Agreement, who concluded this Participation Agreement,
- 1.2.6 **"Purchase Order"** means a commercial source document that is issued by a Participant when placing an order with a Service Provider. The purchase order indicates the details of the Office Automation Solution that is leased which may include the type of printer, quantity, price and more.
- 1.2.7 **"Secure Data Erasure Services"** means any request by the Participant to carry out a secure deletion of any Device Data to be provided by the Service Provider, and
- 1.2.8 **"Stored Data"** means data which may or may not be confidential or personal data processed by the Office Automation Solution during its use by the Participant and which may be stored in any data storage components in the Office Automation Solution.

2. RELATIONSHIP BETWEEN THE PARTICIPATION AGREEMENT AND THE MASTER TRANSVERSAL AGREEMENT

- 2.1. The terms of the Master Transversal Agreement are incorporated into this Participation Agreement by reference as if set forth in full in this Participation Agreement subject to any variations to the terms of the Master Transversal Agreement as described in this Participation Agreement. Save to the extent agreed upon to the contrary in this Participation Agreement, the Parties to this Agreement shall be bound to the terms and conditions. Any lawful modifications or amendments to the terms of the Master Transversal Agreement, executed in accordance with the provisions of that Agreement, shall also be applicable to this Participation Agreement, without requiring any further amendment to be executed under this Participation Agreement.
- 2.2. This Participation Agreement may vary the terms and conditions of the Master Transversal Agreement only in respect of the service levels with respect to the subject matter of this Participation Agreement. Notwithstanding the above, the Parties acknowledge that any amendment of this Participation Agreement that has the effect that it conflicts with the provisions, or the spirit of the Master Transversal Agreement shall have the effect that this Participation Agreement falls outside the application of the Master Transversal Agreement and shall be deemed as such.
- 2.3. This Participation Agreement is to include all the specific leased Office Automation Solution as would be detailed on each Schedule attached as offered by the Service Provider(s) and accepted by the Participant.
- 2.4. The expiration or termination of this Participation Agreement shall not affect such of the provisions of the Schedule to the Participation Agreement as expressly provided that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

- 4.8. Should the Customer terminate the MTA and Participation Agreement, termination charges equivalent to the monthly lease charge multiplied by the number of months remaining in the unexpired lease period will be applicable in the event of unresolved disputes by Participants.

5. SCHEDULE TO THE PARTICIPATION AGREEMENT

- 5.1. All details of each lease shall be recorded in a Schedule to the Participation Agreement.
- 5.2. The Parties must put a notice period to either in writing or system generated 60 (sixty) days prior to the expiry of the initial 36 (thirty-six) months lease period to effect the new lease extension.
- 5.3. The Participant may with the permission of the Service Provider upgrade the Office Automation Solution any time before the completion of the Initial Lease Period, provided that the upgrade may not take place prior to 12 (twelve) months of the Initial Lease Period.

6. DELIVERY OF OFFICE AUTOMATION SOLUTIONS

- 6.1. The Participant shall obtain and accept delivery of the Office Automation Solution from the Service Provider thereof and the Service Provider for all printers as part of the services to be provided shall arrange for installation and commissioning thereof. The Participant shall, upon such delivery, installation, and commissioning sign the requisite delivery and installation certificates as may be required by the Service Provider and furnish the Service Provider with a copy of such delivery and installation certificate, duly completed and signed by an authorized representative of the Participant.
- 6.2. The Participant shall have examined the Office Automation Solution or cause the Office Automation Solution to have been examined and shall have satisfied itself on installation and commissioning as to its good condition and serviceability.

7. OWNERSHIP OF OFFICE AUTOMATION SOLUTIONS

- 7.1. Ownership of leased Office Automation Solutions shall at all times remain vested in the Service Provider or its cessionary unless the Office Automation Solution is owned by the Participant other than under this Agreement. The Participant shall NOT after expiry of this Participation Agreement and once all monthly lease payments due as per the Schedule(s) to the Service Provider has been fully paid including penalty interest if any obtain the rights of ownership of the Office Automation Solution.
- 7.2. The Participant shall keep the Office Automation Solution free from claim of third parties and from attachment, shall not alienate or transfer or encumber the Office Automation Solution, either in part or as a whole, nor allow any lien to arise in respect thereof.

10. GENERAL TERMS

- 10.1. The Participant selects its *domicilium citandi et executandi* for all purposes hereunder at the address recorded in the cover page and Schedule(s) to this Participation Agreement as annexed. Any notice delivered by hand shall be deemed to have been duly received by the Participant on the date of delivery. Any notice sent by prepaid registered post to the Participant shall be deemed to have been received by the Participant on the 5TH (fifth) day after posting thereof. Any notice transmitted by facsimile shall be deemed to have been received by the Participant on the first business day following dispatch.
- 10.2. Stored Data - notwithstanding anything to the contrary set forth in this Participation Agreement, the Parties acknowledge and agree that for any Stored Data on the Office Automation Solution: -
- 10.2.1. The Service Provider shall ensure that it sanitizes the internal hard drives before the Office Automation Solution leaves the Participant's site with a certificate to confirm sanitation which means that all information has been deleted, or
- 10.2.2. The Service Provider shall remove and/or delete, all information, images or content retained by or resident in any Office Automation Solution serviced and maintained by the Service Provider if required by Participant whether through a digital storage device, hard drive, or other electronic medium (Device Data) in return for a service charge (Secure Data Erasure Services).
- 10.2.3. The Service Provider shall not be responsible for preserving, maintaining, or otherwise safeguarding any Office Automation Solution data.
- 10.2.4. The Participant is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that the Service Provider does not provide legal advice or represent that the Office Automation Solution will guarantee compliance with such requirements. The selection and use of any Secure Data Erasure Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of the Participant.
- 10.2.5. If the Participant requests the Service Provider to carry out a secure deletion service to delete the Stored Data (a Data Cleansing Service) in respect of Office Automation Solution which is being returned back by Participant at expiry of lease, and the Service Provider agrees to provide such Data Cleansing Services, this will be set out in the Purchase Order or otherwise notified to the Participant.
- 10.3. The Participant warrants that all information supplied to the Service Provider or anyone on its behalf concerning the Participant's business in whatever form, is true and correct in all material respects; specifically the information supplied to the Service Provider during its investigation or vetting prior to the commencement date.

ANNEXURE 2 OF THE MASTER TRANSVERSAL AGREEMENT (SCHEDULE TO PARTICIPATION AGREEMENT)

ORIGINAL RENTAL DURATION: 36 Months Start Date 01-05-2023

End Date 30.04.2026

EXTENDED RENTAL DURATION: _____ Months Start Date _____
(as applicable as per Section 10 of the Special Conditions of Contract)

End Date

APPLICABLE MODEL: Rental & Copy Charge ☒**Managed Print Service**

Pay for Use/MDS	
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Purchase Order No: G0182475

Purchase Order issue date: 08-02-2023

Contract Number: 40260493

[illegible]**Total Rental 36 Months**

R 104.546,88... excl VAT

R 120.228,84... Incl VAT

Extension Maximum 24 Months Rental

R 0.00 excl. VAT

R0.00 Incl VAT

COPY CHARGES (ALL ZONES)
*A3 Rate = 2 x A4 Rate