

Annexure 1: Scope of work

Photographic Services Contract

1. University's Objectives

The purpose of the University acquiring the Services is to select and appoint a service provider that will provide Graduation Photographic Services to Graduands who are about to graduate and who have graduated at the University's Graduation Ceremonies.

2. Overview of the Services

The Graduation Photographer will provide the Services at the Graduation Ceremonies which includes supplying all necessary resources.

The scope and elements of the Services include those listed below. The Graduation Photographer will be obliged to:

1. Provide the Services at all series of Graduation Ceremonies of the University,
2. Take photographs of Graduands on and/or off the stage during the Graduation Ceremonies in a professional manner without disturbing the proceedings,
3. 340 Maximum student per session, nearly a 1000 for a day in March if three sessions are held. The remainder of other Graduation are 2 per day in July and December, then nearly 700 per day.
4. Set up mobile studios at the Graduation Ceremonies,
5. Provide suitably qualified Photographer(s) for the taking of group and individual photos of all Graduands who require such services before and after the Graduation Ceremonies,
6. Handle queries, take orders and the receipt payments,
7. Develop and print photographs,
8. Make photographs available to Graduands and post them to the Graduands at its own cost,
9. Develop and maintain a reliable data base of digital images as well as an administrative data base,
10. File and store all digital images for a period of 5 (five) years after the Graduation Ceremonies to enable the Photographer to process orders for photographs by Graduands or the University at a later stage, and
11. Provide an after-sale service which includes studio photographs subsequent to the Graduation Ceremonies and provide Graduands with an opportunity to have re-shoots of their photographs.

3. Confidential / Private Information

The Graduation Photographer acknowledges that in the course of performing the Service it and its staff may have access to confidential information of the University. The Photographer will ensure that neither it nor any of its Employees nor any one acting on its behalf will at any time disclose or use directly or indirectly any such confidential information unless the Graduation Photographer first obtains written consent of the University or unless required by law or lawful order of court or government agency to do so.

The Graduation Photographer must protect the privacy of Graduands, their photographs and records may only be used for the delivery and administration of the photographs.

4. Display Advertising

The Photographer must clearly display and indicate at least up to three (3) hours before any Graduation Ceremony the following:

- a. The different photographic packages,
- b. Prices for the different packages,
- c. The procedure to be followed,
- d. From where photographs are to be taken on stage,

- e. The procedure for taking group photographs,
- f. The procedure for the ordering of and paying for photographs, and
- g. The receiving and collection of photographs.

5. Services Specifications

The description of the Services Specifications is detailed in **Annexure C** of the contract as attached.

6. Photographer Responsibilities

The Photographer will:

- a. assign a personnel complement sufficient both in numbers and skills to ensure due and proper performance of its obligations under this Agreement,
- b. perform the Services with due care and skill and in accordance with the degree of skill, care and diligence normally exercised by recognised professional persons or firms who supply Services of a similar nature,
- c. if and whenever the University gives it written notice of any deficiencies in performing its obligations hereunder, acknowledge such notice in writing within 5 days,
- d. ensure that the Services will be fit for the purposes for which these types of photographic Services are commonly required and for any other purposes described in this Agreement,
- e. ensure that it and its Employees comply with all applicable laws and the University's rules, regulations and policies, procedures and standing orders, as may be amended from time to time. Without limiting the generality of this, the Graduation Photographer must comply with applicable legislation relating to the Services,
- f. be solely responsible for, and carry all risk for, a designated lockable storage container, such as a secure cupboard, as well as its contents (which includes replaceable parts and the like), that is placed on the University's premises and managed by the Photographer, and
- g. keep statistics, minutes and other records required by legislation on file and available for inspection by the University's appointed administrator or auditor.

7. University Responsibilities

The University will:

- a. provide the Graduation Photographer with such access as may be necessary to deliver the Services and to enable the Graduation Photographer to perform the Services required of the Photographer for the purposes of this Agreement,
- b. make available all information as may be necessary to enable the Graduation Photographer to fulfil its obligations under this Agreement, and
- c. give written notice to the Graduation Photographer if and whenever it becomes aware of any deficiencies in the Services provided hereunder.

8. Risks, Assumptions, Dependencies & Exclusions (RADE)

- In the event of the Photographer storing photographic equipment and the like on the University precincts, the Photographer agrees to assume all risk and liability therefore will not have a claim for damages against the University in the event of loss or theft of whatever nature.
- The Photographer must back up all systems and administrative processes in case of unforeseen computer failure.
- The Photographer must have backup plans in case main graduation photographer not available or equipment fails.

9. Payment

The Graduation Photographer must offer Graduands payment options on the day of the Graduation Ceremonies by means of the following:

- Credit card
- Cash
- Postal order
- Cheque
- Electronic banking

Placing of orders and the payment thereof occurs in terms of a separate agreement between the Photographer and the Graduand. All monies for the Services rendered must be recouped from the Graduands by the Graduation Photographer at its own cost and the Graduation Photographer agrees that it will not have any claim against the University in this regard.

10. Delivery Method of Photographs

The Graduation Photographer must ensure that the following are adhered to:

- Graduation Photographs must be available within thirty (30) days after the conclusion of a series of Graduation Ceremonies.
- Graduation Photographs may only be sent by registered mail or, where the Graduand has made the necessary arrangements, be available for collection or received on a suitable digital medium.
- The Graduation Photographer must package photographs to the satisfaction of, and must be delivered undamaged to, the Graduands if applicable.
- Graduation Photographs must be tracked by using bar coded internet tracking device if posted to the Graduands.

11. Methods and procedures

The Graduation Photographer will access the University's precincts and perform work associated with the contract in accordance with the University's specification for Access to and performing works and services on the University's Precincts as set out in **Annexure F**.