



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

VENDOR AGREEMENT

SUPPLY, INSTALLATION, SUPPORT AND MAINTENANCE OF LAPTOP, DESKTOP, TABLETS
AND OTHER COMPUTER CONSUMABLES

entered into between and by

THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG

and

THE VENDOR

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1. DEFINITIONS

1.1. Unless the context clearly indicates otherwise, the following terms shall bear the following meanings

- 1.1.1. **“Acceptance Criteria”** means the acceptance criteria set out in the Scope of Work.
- 1.1.2. **“Agreement”** means this agreement o together with the annexures hereto
- 1.1.3. **“Background Intellectual Property”** all Intellectual Property rights in existence before the commencement date of this Agreement as well as Intellectual Property developed by a party to this Agreement after its commencement and which does not fall within the scope of the definition of Foreground Intellectual Property
- 1.1.4. **“Business Day”** any day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa
- 1.1.5. **“Business Hours”** 08h00 to 17h00 on a Business Day
- 1.1.6. **“Commencement Date”** [To be inserted]
- 1.1.7. **“Confidential Information”** information that (a) relates to the University's past, present or future research, development, business activities, products, services, technical knowledge and personal information regarding any person, and (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the Vendor that it is claimed as confidential
- 1.1.8. **“CPI”** means the average annual rate of change (expressed as a percentage) in the Consumer Price Index for all metropolitan areas as published by Statistics South Africa (or such other index

reflecting the official rate of inflation in the Republic of South Africa as may replace it), which annual change shall be determined by comparing the most recently published index with the average index published over the 12 (twelve) months preceding the anniversary of the Commencement Date, and applying the lower of the 2 (two) compared indices

1.1.9. **“Equipment”**

means the Workstations, tablet devices and associated software, accessories and peripherals (including but not limited to keyboard, mouse, USB devices, monitors.)

1.1.10. **“Foreground Intellectual Property”**

such Intellectual Property as may be created or developed, including Background Intellectual Property forming an integral part of the Foreground Intellectual property and not specifically excluded from the Foreground Intellectual Property by the Vendor -

- (i) during and as part of the rendering of the Services and in the fulfilment of its obligations in terms of this Agreement;
- (ii) in the course and scope of the Services;
- (iii) directly related to the Services; or
- (iv) resulting from overall system integration, refinements or resultant research or that which is derived from the Services

1.1.11. **“Intellectual Property” or “IP”**

Intellectual capital embodied in any and all technical, confidential and commercial information including all information relating to resources, techniques, know-how, production, research and development, all technical, scientific, theoretical, processing and principals, marketing, promoting,

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financing, engineering, manufacturing, distributing and transporting, storage and handling, testing and controlling, integratable techniques, technologies, data systems and processes, methodologies, trade secrets as well as know-how, undisclosed inventions, registered and unregistered patents, trademarks and designs and copyright in any works including literary works and computer software programs

- 1.1.12. **“Month”** a calendar month, being one of the 12 (twelve) months from January to December in any year
- 1.1.13. **“Normal Access Hours”** 07h00 to 19h00 on Business Days
- 1.1.14. **“OEM”** means the original Equipment manufacturer
- 1.1.15. **“Operational Agreement”** any agreement setting out the deliverables against which performance by the Vendor is measured and which is attached to this Agreement
- 1.1.16. **“Parties”** collectively the University and the Vendor, and **“Party”** means either of them
- 1.1.17. **“Personnel”** a Party’s directors, officers, employees, associates, agents and/or representatives, and in the case of the Vendor, its sub-contractors and their directors, officers, employees, associates, agents and/or representatives
- 1.1.18. **“PPI”** means the average annual rate of change (expressed as a percentage) in the Producer Price Index [for imported commodities] as published by Statistics South Africa (or such other index reflecting the official rate of inflation in the Republic of South Africa as may replace it), which annual change shall be determined by comparing

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the most recently published index with the average index published over the 12 (twelve) months preceding the anniversary of the Commencement Date, and applying the lower of the two compared indices

- 1.1.19. **“Scope of Work”** means the scope of work as detailed in Annexure A
- 1.1.20. **“Service Charge”** the price quoted by the Vendor for the Service provided by it in terms of the Agreement
- 1.1.21. **“Service Levels”** means the deliverables, response times and standards against which performance by the Vendor is measured and which are set out in this Agreement including Annexure A
- 1.1.22. **“Services”** all services to be provided to the University by the Vendor as detailed more fully in this Agreement and the Scope of Work
- 1.1.23. **“Specification(s)”** means the description or specification of the Equipment including any required Service Levels as agreed between the University and the Vendor in writing and signed on behalf of both Parties or otherwise incorporated into the Agreement as more fully set out in Annexure B
- 1.1.24. **“Support & Maintenance”** means the support and maintenance services of the Equipment to be rendered in accordance with the OEM’s specifications and in terms of this Agreement and all functions ancillary and complementary thereto
- 1.1.25. **“Termination Date”** [To be inserted]
- 1.1.26. **“University Precincts”** any premises owned by or which fall under the management and control of the University

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- 1.1.27. **“University’s Representative”** the person appointed by the University as its authorised representative to manage the day to day implementation of the Agreement
- 1.1.28. **“University”** the University of the Witwatersrand, Johannesburg, a public higher education institution recognised as such in terms of the Higher Education Act 101 of 1997
- 1.1.29. **“University”** means the University of the Witwatersrand, Johannesburg, a public higher education institution recognised as such in terms of the Higher Education Act 101 of 1997
- 1.1.30. **“Variation”** an agreed change to the Service Charge. Any Variation must be signed by a duly authorised representative of the University. A Variation which is not signed by a duly authorised representative of the University is not binding on the University
- 1.1.31. **“VAT”** value added tax levied by the South African Revenue Service on the supply of goods and services in terms of the Value Added Tax Act 89 of 1991 as amended
- 1.1.32. **“Vendor’s Representative”** the person appointed by the Vendor as its authorised representative to manage the day to day implementation of the Agreement
- 1.1.33. **“Vendor”** means [please insert details], a company established in accordance with the laws of [please insert details], with registration number [please insert details]
- 1.1.34. **“Workstations”** computing equipment, including desktops, laptop computers (including touch screens) and all in one PC’s (integrate the computer case and system

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components into the monitor so that the entire PC is contained all in one unit)

1.1.35. **“Year”** Means a calendar year, beginning on 1 January and ending on 31 December

2. INTERPRETATION

- 2.1. Unless inconsistent with the context, an expression which denotes:
- 2.1.1. any gender includes the other genders,
 - 2.1.2. a natural person includes an artificial person and vice versa, and
 - 2.1.3. the singular includes the plural and vice versa.
- 2.2. Headings in this Agreement are for convenience only and will not be deemed part thereof or be taken into consideration in the interpretation or construction thereof.
- 2.3. References herein to the introduction, clauses, annexures and schedules are to the introduction, clauses, schedules and annexures to this Agreement unless the context requires otherwise. The annexures and schedules to this Agreement form an integral part of this Agreement.
- 2.4. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words will prevail.
- 2.5. Any reference to any agreement, annexure or schedule will be construed as including a reference to any agreement, annexure or schedule amending or substituting that agreement, annexure or schedule.
- 2.6. If any definition in 1 contains a substantive provision conferring rights or imposing obligations on any Party, effect will be given to such provision as if it were a substantive provision in the body of this Agreement.
- 2.7. Any word or expression related to a word or expression defined in this Agreement bears a corresponding meaning.
- 2.8. Any reference to the provisions of law and any similar reference of general application will be construed to include both legislation and the common law, and any reference to “legislation” includes any statute, any regulations passed under any statute, as well as

any public notice, ruling or similar legislative instrument passed or approved by a body with the requisite authority.

- 2.9. Save where specifically provided otherwise, references to statutory provisions are to be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the Commencement Date) from time to time and will include any provisions of which they are re-enactments (whether with or without modification).
- 2.10. The words “include” and “including” mean “include without limitation” and “including without limitation”. The use of the words “include” and “including” followed by a specific example or examples will not be construed as limiting the meaning of the general wording preceding it.
- 2.11. Wherever provision is made for the giving or issuing of any notice, decision, consent, acceptance, agreement, expression of satisfaction, endorsement, approval, certificate, instructions or determination by any Person, unless otherwise specified, such notice, decision, consent, acceptance, agreement, expression of satisfaction, endorsement, approval, certificate, instruction or determination will be in writing and the words “notify”, “decide”, “consent”, “accept”, “agree”, “endorse”, “approve”, “certify”, “instruct” or “determine” and other related expressions are to be construed accordingly.
- 2.12. Whenever this Agreement provides for approvals, consents or expressions of satisfaction by any one of the Parties that Party may not unreasonably withhold or delay that approval, consent or expression of satisfaction.
- 2.13. Each Party will ensure that any decision, determination, instruction, inspection, examination, testing, consent, approval, expression of satisfaction, acceptance, agreement, exercise of discretion (whether sole or otherwise) or similar act required by it from the other Party in respect of this Agreement will be applied for or requested promptly.
- 2.14. References to materials, information, data and other records are to materials, information, data and other records whether stored in electronic, written or other form.
- 2.15. When any number of days or other period is prescribed, it will be calculated exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day will be the next Business Day.

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- 2.16. Where any term is defined within the context of any particular clause in the 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, will bear the same meaning ascribed to it for all purposes in terms of the Agreement, notwithstanding that that term has not been defined in this interpretation clause.
- 2.17. Any reference to an enactment is to that enactment as at the date of signature of the Agreement and as amended, re-enacted or replaced from time to time.
- 2.18. The rule of construction that the Agreement will be interpreted against the party responsible for the drafting or preparation of the Agreement will not apply.
- 2.19. The expiry or termination of the Agreement will not affect such of the provisions of the Agreement as expressly provide that they will operate after any such expiry or termination or which of necessity will continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.20. This Agreement will prevail over, cancel and supersede:
- 2.20.1. any other Agreement between the Parties relating to the subject matter of this Agreement, and
- 2.20.2. all terms and conditions, whether written, oral or implied, not contained in this Agreement.

3. APPOINTMENT

- 3.1. The University requires the Vendor to supply, install and maintain the Equipment and to provide ancillary services in connection therewith.
- 3.2. The University hereby appoints the Vendor to provide the Equipment and render the Services, and the Vendor accepts such appointment on the terms and conditions set out in this Agreement.

4. COMMENCEMENT AND DURATION

- 4.1. This Agreement commences on the Commencement Date and terminates on the Termination Date, unless terminated earlier as provided in this Agreement.

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- 4.2. Notwithstanding the provisions of 4.1 above, the University may terminate this Agreement on 1 (one) calendar month's written notice to the Vendor.

5. THE UNIVERSITY'S OBLIGATIONS

The University shall:

- 5.1. allow the Vendor such access to University Precincts and systems as is reasonably necessary for it to perform its obligations in terms of the Agreement; and
- 5.2. pay the Service Charges to the Vendor as set out in this Agreement.

6. THE VENDOR'S OBLIGATIONS

- 6.1. The Vendor will be fully responsible for registration of all Equipment in order to ensure that it qualifies for the OEM's warranty. During the warranty period the Vendor must maintain the Equipment and repair and/or replace defective components in accordance with the warranty at no additional charge to the University.

6.2. The Vendor:

- 6.2.1. must supply the Equipment purchased as well as render the Services as listed in all the annexures attached hereto from time to time during the period of this Agreement.

6.2.2. must at no additional cost to the University:

- 6.2.2.1. provide Maintenance, labour and parts as per the OEM's specifications;

6.2.2.2. replace such parts as may be necessary;

6.2.2.3. attend call-outs due to malfunctions; and

6.2.2.4. inspect, adjust, clean, lubricate, repair and configure the Equipment as may be necessary to keep the Equipment in good working order for the period of this Agreement;

provided that:

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(i) the Equipment is under warranty; and

(ii) the repairs are in respect of hardware only.

6.2.3. must provide to the University on a quarterly basis the mark-up percentage on all Equipment sold to the University.

6.2.4. must guarantee that the Equipment is fit for purpose and of the quality represented by it in the annexures hereto from time to time.

6.2.5. must all times ensure device warranty and asset management through-out the lifecycle of the Equipment as more fully set out in the Scope of Work, irrespective of the date of termination of this Agreement for whatsoever reason.

6.2.6. must at all times ensure that it honours OEM warranty in relation to the Equipment, irrespective of the date of termination of this Agreement for whatsoever reason.

6.2.7. agrees that the warranty period in respect of the Equipment commences from the date of delivery of the Equipment to the University and shall bear an OEM warranty of a minimum of 3 (three) year next business day response warranty, irrespective of the date of termination of this Agreement for whatsoever reason.

6.2.8. guarantees that the Equipment will be replaced or repaired if found to be defective by the University.

6.2.9. must inform the University in writing of the names of any persons employed by it to render the Services. The University may object on reasonable grounds to any such person being employed to render the Services. Upon receipt of such objection the Vendor must immediately remove such person from the University Precincts and such person must cease and desist in the performance of the Services or any part thereof.

6.3. The Vendor will be entitled to charge for any work carried out at the University's instance where such work is to be done outside Business Hours. However, if a request for maintenance and/or service is logged during Business Hours but the Vendor conducts the repairs after Business Hours or continues after Business Hours, the Vendor will not levy a fee or charge.

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- 6.4. In the event that the Vendor fails to fulfil any of its responsibilities, as set out in this Agreement, and does not remedy such failure within 1 (one) Business Day of the University calling upon it to do so either in writing or telephonically, the University is entitled to impose the penalties set out in the Scope of Work. In such circumstances, the University may elect whether to claim from the Vendor damages or the penalty described in this 6.4.
- 6.5. Without prejudice to any other method of recovery, the University may deduct the penalty amount from any monies due or which may become due to the Vendor.
- 6.6. The payment or deduction of such penalty will not relieve the Vendor from its obligation to comply with its responsibilities set out in this 6 or from any of its obligations and liabilities under this Agreement or at law.
- 6.7. The University may impose the penalty contemplated in 6.4 above in respect of each instance of the Vendor's failure to fulfil its responsibilities.
- 6.8. The penalty set out in 6.4 is in addition and without prejudice to any of the University's rights.

7. NO EXCLUSIVITY

The Vendor acknowledges that:

- 7.1. the University does not grant the Vendor the exclusive right to provide the Equipment and/or Services to the University and that the University may contract with other vendors for the supply of goods and/or services similar to those which form the subject matter of this Agreement; and
- 7.2. the University does not undertake to purchase a minimum quantity of Equipment and/or Services, or at all.

8. ACCESS TO UNIVERSITY PRECINCTS

- 8.1. Any Personnel, guest, invitee or any other person acting on behalf of the Vendor may only come onto the University Precincts for the purposes of fulfilling the Vendor's obligations under this Agreement, and for no other purpose, without the prior consent of the University's Representative, the Director: Protection Services or the Director: Legal Services.

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- 8.2. Whenever any of the Vendor's Personnel, guest, invitee or any other person acting on its behalf are present on the University Precincts the Vendor must ensure that such persons comply with
- 8.2.1. all applicable University regulations, policies and procedures and codes of conduct including, but not limited to, regulations pertaining to:
 - 8.2.1.1. the carrying of weapons;
 - 8.2.1.2. the wearing of identification tags and the possession and use of access cards; and
 - 8.2.1.3. vehicle access to and parking on the University precincts;
 - 8.2.2. any instructions from the Director: Campus Control or the Director: Legal Services; and
 - 8.2.3. all other requirements laid down from time to time by the University.
- 8.3. The Vendor agrees pay to the University any charges levied by the University for the use or purchase of identification tags, access cards and vehicle parking permits.
- 8.4. The Vendor agrees to be diligent and exercise due care in fulfilling all its obligations under the Agreement including its obligations in respect to safety, the environment, the Equipment and/or Services, and property belonging to the University or persons on University Precincts.
- 8.5. The University may require the Vendor to effect the immediate removal from the University Precincts of any Personnel, agent, guest or invitee of the Vendor, or any other person acting on its behalf, if the University in its sole discretion deems it in the interests of the University that such person be removed. The Vendor agrees to ensure that that person does not return to the University Precincts without the University first having given the Vendor its consent for that person to return. Removal by the Vendor of such person(s) shall not be a ground for any relaxation of the Vendor's obligations hereunder.
- 8.6. The Vendor agrees that it shall not remove any goods of whatever nature from the University Precincts without the written permission of the Chief Information Officer: or his or her nominee or Director: PIMD or his or her nominee or the Chief Financial Officer or his or her nominee or the Director: Legal Services or his or her nominee.

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9. VENDOR PERSONNEL

- 9.1. The Vendor must assign a staff complement sufficient both in numbers and skills to ensure due and proper performance of its obligations under the Agreement.
- 9.2. The Vendor shall ensure that its Personnel are trained and competent to provide the Equipment and perform the Services, and are properly supervised where appropriate.

10. STANDARD OF PERFORMANCE

- 10.1. The Vendor will supply the Equipment and Services to the University, as set out in the Agreement, at the site/s described in and in accordance with the Scope of Work.
- 10.2. **Documentation:**
- 10.2.1. The Vendor shall provide the University with all information required in order to enable the University to understand use and operate the Equipment (including but not limited to installation, commissioning, operation and maintenance) and all revisions and updates to such information from time to time.
- 10.2.2. The University shall have the right to copy, reproduce and generally use the documentation for the University's business purposes and the implementation, use and operation of the Equipment. The Vendor warrants that such copying, reproduction and use of such documentation does not infringe any third party's intellectual property rights and indemnifies the University against any such claims by any third party.
- 10.2.3. The University will not be required to take, partial or late supply of Equipment, unless agreed to by the University in writing.
- 10.2.4. Should the Vendor at any time become aware that it will not be able to supply the Equipment for delivery on the agreed delivery date, then it will immediately notify the University in writing of such inability and of an alternative later delivery date by which the Equipment will be supplied or whether the Vendor is able to provide alternative products (that are equal in construction, quality and aesthetic to the Equipment) in substitution for the Equipment that are fit for purpose. It will be within the University's sole discretion whether or not to accept such later alternative delivery date or alternative products as a

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substitution for the Equipment. The University will be the sole determiner of whether or not any proposed substitute goods are equal in construction quality and aesthetic and are fit for purpose. All substitutions must be clearly identified as such within submission documents.

10.2.5. Should the University not accept such later alternative delivery date or the proposed alternative products in substitution for the Equipment, or should the Vendor fail to give such notice, and should the Vendor fail to supply all of the Equipment on the delivery date relevant to such Equipment, then the University will immediately, and without prejudice to any claim for damages which the University may have, be entitled but not obliged to cancel all or any portions of the order by giving written notice to the Vendor. The University will not be liable to compensate the Vendor in any way, save that where the University has only partially cancelled the order, the University will be liable to pay for the portion of the order not cancelled, which payment will be made in accordance with the terms and conditions herein.

10.2.6. Prior to, or together with, the supply of the Equipment, the Vendor will furnish the University with all documentation containing operating, recommended usage and maintenance instructions for the Equipment.

10.3. Inspection and Rejection of Equipment:

10.3.1. The University Representative will at all reasonable times prior to and after delivery of the Equipment be entitled to inspect or test any Equipment to be supplied by the Vendor.

10.3.2. Should any inspection prior to the delivery date of the Equipment, reveal that the Equipment is, in the reasonable opinion of the University, defective in any manner, then the University reserves the right to either cancel all or any part of the order relating to such Equipment, or to require the Vendor, at the University's election, to replace or remedy the defective Equipment without prejudice to any claim which the University may have for damages, by giving written notice to that effect to the Vendor, and/or demand a refund of all monies paid.

10.3.3. If the Vendor fails to comply with its obligations under any order or this Agreement, the University may reject any part of the Equipment by giving written notice to the Vendor specifying the reason for rejection and whether

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replacement Equipment are required and within what time. Thereafter, the University returns the rejected Equipment to the Vendor at the Vendor's risk and expense. Any money paid to the Vendor in respect of the Equipment not replaced within the time required, together with the costs of returning rejected Equipment to the Vendor and obtaining replacement goods from a third party are paid by the Vendor to the University.

- 10.4. All Equipment provided and/or Services rendered must be carried out by competent Personnel in a professional manner to all of the requirements of South African and industry standards and best practices, and any codes of practice and legislation that are applicable to the Services.
- 10.5. All Services carried out on University Precincts shall be performed with a minimum of noise and minimum interruption to normal University activities.

11. SUB-CONTRACTING, CESSION AND DELEGATION

11.1. Sub-contracting

The Vendor acknowledges that the University prefers to contract directly with its service providers and accordingly:

- 11.1.1. The Vendor must not, without the prior written consent of the University in each instance, sub-contract any of its obligations in terms of this Agreement. Such consent does not relieve the Vendor of any of its obligations and it is responsible to the University for the acts and omissions of its sub-contractor as if such acts have been acts and omissions of the Vendor.
- 11.1.2. If the Vendor seeks to sub-contract any of its obligations in terms of this Agreement, the University reserves the right to offer any other of the University's preferred service providers the opportunity to provide the sub-contracted services, without any recourse to the Vendor.
- 11.1.3. The Vendor must ensure that any guarantees or other undertakings given by the sub-contractor are transferable to the University and warrants that such guarantees will, at the request of the University, be transferred to the University. The Vendor must ensure that each sub-contractor complies with all the terms of this Agreement as if it was the Vendor.

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11.1.4. If the University consents to the Vendor entering into a sub-contract in terms of 11.1.1, the provisions of this Agreement will be applicable *mutatis mutandis* to the contract between the Vendor and such sub-contractor. The Vendor hereby warrants and undertakes that its sub-contractors will comply with and will not breach any obligations of the Vendor in terms of the Agreement and that all the provisions of the Agreement relating to any sub-contractors will be expressly reflected in his sub-contracts.

11.1.5. On termination of the Agreement for any reason whatsoever, and without prejudice to any of its other rights, the University will be entitled to take cession of any sub-contracts from the Vendor and enforce any such sub-contracts.

11.2. Cession and delegation

The Vendor must not, without the prior consent of the University, cede any of its rights or delegate any of its obligations in terms of the Agreement to any other party. If such consent is given to the Vendor, the Vendor is deemed to have bound itself as surety and co-principal debtor with the third party for the due performance by the third party of all its obligations in terms of the Agreement.

11.3. Change of control

If at any time while this Agreement is in force the major portion of the assets of the Vendor is disposed of or the majority shareholding or the business of the Vendor is transferred or there is a change of management control of the Vendor, the Vendor shall notify the University forthwith, giving details, whereupon the University will be entitled but not obliged to terminate the Agreement forthwith without payment to the Vendor of any damages whatsoever resulting from such termination.

12. CONTRACT MANAGEMENT

12.1. The Vendor shall appoint a Vendor Representative with authority and responsibility to conduct contractual negotiations, conclude Variations, and manage the day-to-day operations of this Agreement. The Vendor shall ensure that the necessary internal approval mechanisms are in place to provide the Vendor's Representative with the appropriate controls and authorisation powers.

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12.2. The University shall appoint a University Representative with authority to conduct contractual negotiations, conclude Variations and manage the day-to-day operations of this Agreement. Service review meetings will be held at a frequency agreed upon by both Parties but not less than once every Month. The issues to be addressed at such meetings will include:

12.2.1. Service performance levels

12.2.2. Support performance levels

12.2.3. Installation performance

12.2.4. Equipment issues

12.2.5. System issues

12.2.6. Administrative Issues

12.2.7. Security Issues

12.2.8. Changes proposed

12.2.9. Incident management report including incidents escalated to the Vendor or the OEM

12.2.10. Incidents due to delayed response times, lack of follow-through by either Party, and/or inadequate or poor quality of service.

12.3. The Vendor must furnish the University's Representative with quarterly reports in electronic format substantially in accordance with the specifications listed by the University's Representative. The reports must specify, inter alia:

12.3.1. the quantities and models of Equipment purchased; and

12.3.2. the details of the purchasers within the University (i.e. faculty, school or department).

12.4. The University reserves the right to require the Vendor to furnish it with any information it deems pertinent to the Vendor's fulfilment of its obligations under the Agreement in addition to the information furnished in the Vendor's quarterly reports.

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13. BILLING AND ADMINISTRATION

13.1. Background:

13.1.1. The Vendor agrees and acknowledges that the University has a mixed model of procuring the Equipment, more specifically outright purchase and or lease of the Equipment:

13.1.2. For Equipment purchased outright by the University, the original invoice must be sent to the creditors department (as more fully described below). In addition, a copy of the proof of delivery ("**POD**") and installation form must be left with the end user of the University for their records.

13.1.3. For leased Equipment, the original invoice, POD and installation form to be handed to the University Representative or the University's ICT asset manager by no later than 2 (two) Business Days from date of installation or if a project based on the time lines agreed upon, to the University's Equipment who will provide authorisation to submit paper work (POD(s); installation form(s) and requisite invoice) to the University's finance house and/or leasing company.

13.2. Submission of Invoices:

13.2.1. The Vendor shall submit Monthly invoices detailing charges calculated at the agreed rates on a Monthly billing cycle in the Month after the Equipment and Services being claimed were provided, whether the Service is completed or not. If the Service is continuing, each invoice shall be marked with a 'progress payment number'.

13.2.2. Each invoice submitted by the Vendor must be a valid tax invoice, which:

13.2.2.1. sets out the amount and method of calculation of any tax payable,

13.2.2.2. displays the VAT numbers of the University and the Vendor;

13.2.2.3. clearly indicates the University's order number;

13.2.2.4. is accompanied by :

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13.2.2.4.1. original invoices from the Vendor's suppliers and/or sub-contractors for Equipment and/or sub-contracted Services; and

13.2.2.4.2. any other supporting documentation required by the University.

13.2.3. The invoice must be delivered to the University by no later than the 10th (tenth) day of the Month following the Month to which the invoice relates.

13.2.4. The University reserves the right to reject any invoice submitted by the Vendor that is not accompanied by all relevant supporting documentation. In the case of incomplete claims the University shall only pay amounts that have supporting documentation.

13.2.5. The Vendor shall be responsible for the payment of any income tax and any other levies or any increases thereon imposed by the South African Revenue Services, the State or other authorities which is/are payable in respect of the operation of or existence of this Agreement.

13.2.6. The Vendor hereby indemnifies the University against all losses, claims, liabilities, damage or expense which the University may suffer as a result of, or which may be attributable to, any liability of the University for taxation in respect of payment made in terms of this Agreement. For these purposes "taxation" includes SITE and PAYE, VAT, all other forms of duties or taxation and any penalties or interest.

13.3. Invoicing Period

13.3.1. Upon the delivery of the Equipment and final completion of the Services, the Vendor shall submit the invoice for the Service within 30 (thirty) calendar days from the completion date of the Services.

13.3.2. The University will not be liable to pay any invoice submitted more than 60 (sixty) days after completion of the Services to which the invoice relates unless the University has agreed that late invoices may be submitted.

13.4. The University shall pay all amounts due to the Vendor 30 (thirty) days after receipt of a valid invoice (as per 13.2.2).

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- 13.5. To the extent that any prices or the VAT thereon are dependent on currencies other than the South African Rand, fluctuations in any applicable exchange rates shall not affect the price or VAT thereon.
- 13.6. If the University has a query regarding any amounts claimed, the University shall not delay payment of the total amount payable, but only withhold that portion of payment which is the subject of the query. Payment of amounts which have been withheld in terms of this 13.5 shall be made within 30 (thirty) Business Days following resolution of the query.
- 13.7. Notwithstanding 13.5, the prices for the Equipment and Services specified in the Annexure B – Pricing Schedule remain unchanged for the first 12 (twelve) months of the Agreement. Thereafter, such amounts may be adjusted in accordance with CPI and/or PPI on the first and each subsequent annual anniversary of the Commencement Date, provided that the Vendor gives one month's prior written notice of such adjustment and the University agrees in writing thereto. The Vendor agrees that all prices for the Equipment and Services include VAT and all other taxes (insofar as they are applicable) and insurance as required.

14. INTELLECTUAL PROPERTY

- 14.1. The ownership of and rights in and to all Background Intellectual Property as well as Intellectual Property developed by a party to this Agreement after its commencement which is not Foreground Intellectual Property will be and remains unaffected hereby.
- 14.2. Foreground Intellectual Property including software programmes or part thereof, business analysis, training and maintenance and support manuals, designs or any other material created in the course and scope of this Agreement is owned by the University.
- 14.3. Upon termination of this Agreement, the Vendor shall ensure that all software programmes or part thereof, business analysis, training, maintenance and support manuals, designs or any other material created in the course and scope of this Agreement whether in its possession or not are immediately handed over to the University.

15. CONFIDENTIAL INFORMATION

- 15.1. For the purposes of this Agreement, Confidential Information shall include any and all tangible and intangible information relating to the management, operations, finances and products or services of the University, including but not limited to, financial data, computer programs and systems, electronic media transferable plans and drawings, projections, existing and proposed and contemplated projects or investments, formulae, processes, methods, products, manuals, supplier lists, customer lists, purchase and sales records, territories, marketing information, contracts, correspondence, all personal information and secret knowledge, technical information and specifications, manufacturing techniques, designs, circuit diagrams, instruction manuals, blueprints, electronic artwork, samples, devices, demonstrations, formulae, know-how, information concerning materials, scientific information generally, and other materials of whatever description in which the University has an interest in being kept confidential.
- 15.2. The Vendor acknowledges that in fulfilling its obligations in terms of the Agreement it may have access to Confidential Information of the University. The Vendor shall:
- 15.2.1. treat as confidential all information and know-how which it will, in terms of this Agreement, receive from the University, or which may become known to the Vendor in the course of implementing the terms and conditions of this Agreement, and will not divulge to any other party in any other circumstances any such information, whether during the currency of this Agreement or at any time thereafter, unless the prior consent of the University has been obtained; and
- 15.2.2. use the Confidential Information only for the purposes for which it was provided.
- 15.3. The Vendor shall not acquire any proprietary or any other rights to any of the University's Confidential Information.
- 15.4. Notwithstanding the provisions of 15.1, information shall be deemed not to be Confidential Information if it:
- 15.4.1. is or becomes generally available to the public other than as a result of disclosure by the Vendor in breach of this 15;

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- 15.4.2. is or was independently developed by the Vendor or on its behalf by persons having no access to such Confidential Information;
- 15.4.3. was in the Vendor's possession prior to the Commencement Date;
- 15.4.4. is required to be disclosed in terms of any law or under an order of court or under the rules of any stock exchange or other applicable regulatory authority, in which case the Vendor shall give the University reasonable notice thereof as soon as is reasonably practicable, and, in the case of any disclosure required in terms of the Promotion of Access to Information Act No. 2 of 2000 the Vendor shall, in as far as it is able, apply the principles of Chapter 4 of the Act in order to avoid and/or limit the extent of any such disclosure.
- 15.5. The Vendor shall be entitled, to the extent necessary to comply with its obligations in terms of this Agreement, to disclose Confidential Information to its Personnel and professional advisers provided that:
- 15.5.1. the Vendor shall ensure that the Personnel and/or professional advisers in question have been duly notified of and are bound to respect the confidentiality and secrecy of the Confidential Information disclosed to them; and
- 15.5.2. If required by the University, such Personnel have signed a confidentiality undertaking substantially on the terms of Annexure C.
- 15.6. The Vendor shall exercise proper internal controls over all documentation containing Confidential Information and shall not make copies of any Confidential Information except as may be required for the purposes referred to in this 15 and/or this Agreement.
- 15.7. Without limiting its obligations in terms hereof the Vendor shall take the same steps relating to the Confidential Information as the Vendor takes for the purposes of protecting its own proprietary and confidential information.
- 15.8. The Vendor shall, at the request of the University, which may be at any time, return to it all documentation or other written or printed material containing the Confidential Information and delete or destroy all electronic records containing the Confidential Information.
- 15.9. The Vendor shall treat this Agreement and every part herein and the arrangements herein contemplated as confidential and shall in no way disclose, publish or circulate

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same without the written consent of the University first having been had and obtained.
The provisions of this 15 shall survive the termination or expiry of this Agreement.

16. DATA PROTECTION

- 16.1. The Parties agrees that they will at all times comply with the Protection of Personal Information Act 4 of 2013 (“**POPI**”), irrespective of the commencement date thereof.
- 16.2. Both Parties shall comply with the security and data protection obligations equivalent to those imposed on them in terms of the applicable data protection legislation in the Republic of South Africa, and failing such legislation, they shall take, implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the Confidential Information or personal information (as defined in POPI) in its possession and to protect such Confidential Information or personal information(as defined in POPI) against unauthorised or unlawful disclosure, access or processing, accidental loss, destruction or damage.
- 16.3. The Vendor shall only provide, collect, use, store or process personal information (as defined in POPI):
- 16.3.1. in compliance with the applicable legislation in the republic of South Africa;
 - 16.3.2. as is necessary for the purposes of this Agreement; and
 - 16.3.3. in accordance with the lawful and reasonable instructions of the University.

17. INDEPENDENT CONTRACTOR

Nothing in the Agreement will constitute a partnership between the Parties or constitute either Party an agent of the other Party for any purpose, nor entitle either Party to commit or bind the other Party in any manner.

18. DISPUTE RESOLUTION

- 18.1. The Parties will negotiate in good faith to resolve any disputes that may arise out of this Agreement.

- 18.2. Each Party shall inform the other in the event of any perceived or potential dispute occurring.
- 18.3. The Parties' respective Representatives shall first attempt to resolve the dispute.
- 18.4. If the Parties fail to resolve the dispute in terms of 18.3 within ten (10) Business Days after receipt of the notice referred to in 18.2, either Party may submit the dispute for resolution to the University's vice chancellor or his nominee and the Vendor's chief executive officer or his nominee.
- 18.5. Any disputes which cannot be resolved by the Parties in terms of 18.1 to 18.4 inclusive within seven (7) Business Days shall at the instance of either Party be adjudicated by the South Gauteng High Court, Johannesburg, unless the Parties agree to refer the dispute to arbitration in terms of a separate arbitration agreement. The Parties irrevocably consent and submit to the exclusive jurisdiction of the South African courts for the adjudication of such disputes.
- 18.6. Save where payment is withheld by the University following failure by the Vendor to perform the Services described herein, neither Party will withhold Services or payment pending resolution of a dispute. Only payment in respect of the Service(s) in dispute may be withheld.

19. BREACH AND TERMINATION

- 19.1. If the Vendor commits a material breach of any of the provisions of this Agreement, the University shall be entitled to give the Vendor notice to remedy the breach.
- 19.2. If the Vendor fails to comply with the notice within 5 (five) Business Days of the date of delivery thereof, the University shall be entitled to cancel this Agreement or to claim specific performance, in either event without prejudice to the University's right to claim damages.
- 19.3. If the Vendor fails to comply with the terms of the Agreement, the University will be entitled, without prejudice to any of its rights in terms of this Agreement or in law:
- 19.3.1. to withhold all payments due and payable to the Vendor in respect of the Service/s in question until such time as the Vendor has complied therewith, to the satisfaction of the University; or

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- 19.3.2. to engage a third party to perform the Services which the Vendor shall have failed to perform properly or at all, and the cost thereof may be recovered from the Vendor or deducted from any amount that may otherwise be due to the Vendor under the Agreement; or
 - 19.3.3. to cancel this Agreement without prejudice to any other rights that the University may have in law.
- 19.4. If:
- 19.4.1. the Vendor ceases to be an accredited reseller of the OEM; or
 - 19.4.2. the Vendor is placed in liquidation, either provisionally or finally, whether voluntarily or compulsory; or
 - 19.4.3. the Vendor applies for or undergoes business rescue proceedings in terms of Chapter 6 of the Companies Act, 2008; or
 - 19.4.4. the Vendor is deregistered; or
 - 19.4.5. the estate of the Vendor is sequestrated, either provisionally or finally; or
 - 19.4.6. the estate of the Vendor is surrendered; or
 - 19.4.7. the Vendor commits an act of insolvency; or:
 - 19.4.8. the Vendor dies, whether the Vendor is an individual or a member of a partnership or syndicate; or
 - 19.4.9. a judgement in any competent court is given against the Vendor, and is not satisfied within a period of 14 (fourteen) days, or
 - 19.4.10. before completion of the Agreement the major portion of the assets of the Vendor is disposed of or the majority shareholding of the Vendor is transferred or there is a change of management control of the Vendor.

the University will be entitled, but not obliged, to terminate the Agreement forthwith without payment to the Vendor of any damages whatsoever resulting from such termination.

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20. FORCE MAJEURE

- 20.1. Neither Party is responsible to the other for its failure to perform, for defective performance or for any delay in performing any obligation under the Agreement, if and to the extent that such failure or delay is caused by *force majeure*.
- 20.2. For the purpose of this Agreement *force majeure* means any circumstance which is beyond the reasonable control of the Party giving notice of *force majeure* (the “**Affected Party**”), including war (whether declared or not), revolution, invasion, insurrection, the exercise of military or usurped power, fire, explosion, drought, lightning or any other adverse weather condition, epidemic, quarantine, accident, acts and restraints of government imposition, or restrictions of or embargoes on imports or exports.
- 20.3. The Affected Party will give notice thereof to the other immediately upon the occurrence of an event of *force majeure* and again immediately on the cessation thereof.
- 20.4. If the *force majeure* is of such nature that it will result in impossibility of performance of an obligation going to the root of the Agreement, the Party not so affected is entitled, on receipt of notice of the *force majeure* event, to terminate the Agreement upon notice to the Affected Party but will not be entitled to recover any damages which it may suffer as a result of such premature termination.

21. TITLE AND RISK

Without prejudice to rights of rejection under these conditions and subject to 22 ownership of, including risk in the Equipment that is outright purchased from the Vendor passes to the University, which becomes the legal owner, when the Equipment is delivered at the address given in the delivery instructions and accepted and paid for in full by the University.

22. WARRANTIES

- 22.1. The Vendor hereby expressly warrants and represents that the Equipment:
- 22.1.1. are free of any encumbrances and liens and the Vendor is legally permitted to deliver the Equipment and Services to the University;
- 22.1.2. be new and in good condition and no second-hand, used, reconditioned, old or previously sold and returned Equipment, materials, parts or components will be supplied or used by the Vendor in the supply of the Equipment;

- 22.1.3. comply with any applicable standards of the South African Bureau of Standards and any other standards specified in this Agreement;
 - 22.1.4. supplied by it will be free from patent and latent defects in design and manufacture, defective materials and workmanship and general failure, save where same arises from fair wear and tear, provided that the defect in such Equipment will not be as a result of improper use of the Equipment;
 - 22.1.5. will be in good working condition on the date of delivery to the University;
 - 22.1.6. when supplied, will comply with all relevant laws and regulations relating to their manufacture, use, export and import; and that no intellectual property rights, including patents, copyright or trademarks will be breached or infringed upon.
- 22.2. The Vendor hereby expressly warrants and represents that, in respect of the Services:
- 22.2.1. it has the skills, expertise and capacity to perform the Services timeously and competently;
 - 22.2.2. it will employ only persons who are careful, competent and efficient, and who are properly qualified and skilled to render the Services, and
 - 22.2.3. the Services will comply with the University's specifications, industry standards and such other requirements as may reasonably be inferred from the Scope of Work. Any departure from such specifications or standards is a breach of this Agreement unless such departure has been authorised in advance by the University in writing.
- 22.3. The Vendor further warrants that all Services and Equipment will be will be fit in every respect for the purpose for which they are required.
- 22.4. These warranties are in addition to any other rights of the University in this Agreement or in law.

23. INSURANCE

- 23.1. Without detracting from the liability of the Vendor as set out in 24 or elsewhere in this Agreement, the Vendor must maintain insurance cover satisfactory to the University's insurers, which includes indemnity for public liability, and which adequately insures

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against all the liabilities imposed by this Agreement. The Vendor shall provide the University with documentary proof of such insurance cover.

23.2. The Vendor shall forward a copy of its public liability insurance policy to the University before the Commencement Date of this Agreement and thereafter the terms shall not be altered without the written consent of the University, which consent will not be unreasonably withheld. Proof of payment of premium on the public liability policy shall be furnished on request to the University. This clause shall not limit the Vendor's right to source and transfer cover to another insurance company acceptable to the University along similar lines to those agreed between the Parties, provided that the Vendor shall notify the University at least 30 (thirty) days before effecting such change.

23.3. The policies of insurance effected by the Vendor for the purpose of complying with the Vendor's obligations under this Agreement shall contain a clause to the effect that in the event of cancellation or if there are any changes therein which might affect the interests of the University, the insurer(s) shall give notice by registered mail to the University not less than 30 (thirty) days prior to any such cancellation or change.

24. LIABILITY AND INDEMNITY

24.1. Without limiting any other obligation of the Vendor under this Agreement or otherwise, the Vendor shall do all that is reasonably necessary within the course and scope of this Agreement to prevent or minimise the risk of loss or damage to property and injury to persons by fire, theft, burglary or vandalism or by any other means.

24.2. The Vendor hereby indemnifies and holds the University harmless:

24.2.1. for any loss of, or damage to, property of the University or any financial loss suffered by the University, or for claims arising out of any death or injury to any person; and

24.2.2. against all claims of whatsoever nature and howsoever arising which may be made against the University by any employee of the Vendor for any injury (whether physical, disease, psychological or otherwise) or loss or damage sustained by that employee in the course or scope of that employee's employment and whilst being on the University's premises,

save where such injury, loss or damage is caused by the gross negligence and wilful misconduct of the University or its Personnel.

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- 24.3. The Vendor hereby indemnifies and holds the University harmless:
- 24.3.1. in respect of all actions, proceedings, liabilities, claims, damages costs and expenses arising out of the acts and/or omissions of its employees, directors, associates, guests, invitees or any other person acting on behalf of the Vendor; and
 - 24.3.2. from any liability arising from:
 - 24.3.2.1. any breach of laws or regulations by the Vendor; or
 - 24.3.2.2. any claim by a third party that the Vendor infringes upon its proprietary intellectual property rights or any other rights; and/or
 - 24.3.2.3. costs incurred by the University in connection with the enforcement of this 24.
- 24.4. The Parties record that the University has insured itself against its liability in law for the acts and omissions of persons acting on its behalf, and its registered students and Personnel are insured during the course and scope of their registered courses and within the scope of the Lessor's business, where fault can be attributed to the Lessor, its affiliates or their respective Personnel. The University's maximum liability in respect of any damage to property or death of or injury to any person or any other cause resulting or arising from or in connection with any act or omission in terms of this Agreement, whether arising from Agreement, delict (including negligence and gross negligence) or otherwise, shall be limited, whether for a single event or multiple events, to the extent of its insurance cover herein.
- 24.5. The Parties furthermore record that, subject to 23.1 the Vendor's maximum liability in respect of any cause resulting or arising from or in connection with any negligent act or omission in terms of this Agreement will be limited, whether for a single or multiple events to the extent of its insurance cover herein.
- 24.6. Save as may be specifically provided to the contrary in this Agreement or in the event of a breach of 15, neither Party nor its Personnel will be liable to the other Party for any indirect, consequential, incidental or contingent damages, including, but not limited to, loss of profits, loss of use, loss of time, loss of revenue, loss of goodwill or any business interruption of any kind except, despite anything to the contrary contained in this Agreement, to the extent to which such claims, losses, damages and costs arise out of the wilful misconduct or the grossly negligent act or omission of such Party.

25. ADDRESSES AND DOMICILIA

25.1. The Parties select as their respective *domicilia citandi et executandi*, and for the purposes of giving or sending any notice provided for or required in terms of this Agreement, the addresses (including email addresses) set out below, or such other address as a Party elects in writing:

25.1.1. The University:

Director: Legal Services

5th Floor, Solomon Mahlangu House

1 Jan Smuts Avenue

Braamfontein

Johannesburg

Email address: charmaine.johnstone@wits.ac.za

Marked for the attention of: Director: Legal Services

25.1.2. The Vendor:

Physical Address

Full physical address [insert]

Email address: [insert contact person's email address]

Marked for the attention of: [insert contact person's name]

25.2. Any notice addressed to a Party at its physical address shall be delivered by hand or by courier.

25.3. Any notice shall be deemed to have been given:

25.3.1. If delivered by hand or by courier, on the day of delivery; or

25.3.2. If sent by email, the next Business Day.

25.4. A Party may change its address for this purpose to another physical address in the Republic of South Africa at which legal process can be served, by notice to the other Party.

26. MISCELLANEOUS MATTERS

26.1. Entire Agreement

This Agreement contains all the express provisions agreed on by the Parties with regard to the subject matter of the Agreement and the Parties waive the right to rely on any alleged express provision not contained in the Agreement.

26.2. No Representations

No Party may rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

26.3. Variation, Cancellation and Waiver

26.3.1. No amendment or consensual cancellation or novation of this Agreement or any provision or term thereof 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 shall be binding unless recorded in a document signed by the Parties. 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 to which it was made or given.

26.3.2. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement will operate as an estoppel against either Party in respect of its rights under this Agreement, nor will it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

26.3.3. No data message (as defined in the Electronic Communications and Transactions Act, 25 of 2002), including an e-mail, SMS, and recorded voice message, sent by either Party, shall amend this Agreement, or the rights and duties of the Parties in any manner, unless such data message is reduced to paper and signed by both Parties duly authorised signatories.

26.4. Applicable Law

This Agreement will be interpreted and implemented in accordance with the law of the Republic of South Africa.

26.5. Jurisdiction

Subject to the provisions of 18, the Parties consent to the jurisdiction of the South Gauteng High Court, Johannesburg.

26.6. Successors in title

Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee, of a Party shall be bound by this Agreement.

26.7. Miscellaneous

26.7.1. Either Party desiring to issue a news release or advertisement or other form of media publicity in relation to this Agreement shall obtain the written consent of the other Party prior to the release of such publicity, which consent will not be unreasonably delayed or withheld. Further, the Vendor agrees that it is not authorised to use the name, trademarks, marks, devices, trade names, business names, trading styles, logos or domain names of the University in connection with any marketing, co-branding and/or promotional materials or activities, or for any other purpose whatsoever.

26.7.2. The Vendor and its Personnel undertake and agree that for the duration of this Agreement and after the termination thereof not to make any disparaging remarks, derogatory statements or any other comments about the University on any social media platform; and agree to remove any reference to the University of whatsoever nature that the Vendor or its Personnel have made on any social media platform.

26.7.3. All representations and warranties contained in this Agreement made by the Vendor shall survive the termination or expiry of this Agreement.

26.8. Unlawfulness

If any of the terms of this Agreement is held to be invalid, unlawful or unenforceable, such term shall be severable from the remaining terms and conditions which will continue to be valid and enforceable. The Parties agree to negotiate an amendment to remove any such invalidity.

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26.9. **Costs**

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

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The University of Witwatersrand	
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27. SIGNATORIES

Signed on behalf of the University: _____

Name: _____

Designation: _____

Date: _____

Place: _____

Signed on behalf of the Vendor _____

Name: _____

Designation: _____

Date: _____

Place: _____

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The Vendor	

ANNEXURE A – SCOPE OF WORK

1. Overview of the Services:	[Content to be included based on tender documentation]
2. Objectives:	[Content to be included based on tender documentation]
3. The University's Requirements:	[Content to be included based on tender documentation]
4. Scope of Work:	[Content to be included based on tender documentation]
5. Vendor's Responsibilities:	[Content to be included based on tender documentation]
6. Acceptance Testing & Acceptance Criteria:	[Content to be included based on tender documentation]
7. Service Levels & Penalties:	<p>[Content to be included based on tender documentation]</p> <p>The University is entitled to impose a penalty in the amount of 10% (ten percent) of the total fees paid per day for the Equipment and/or Services that the Vendor is and remains in breach of its responsibilities.</p>
8. Standards:	[Content to be included based on tender documentation]
9. Specifications and Bill of materials Scope:	[Content to be included based on tender documentation]
10. Training:	[Content to be included based on tender documentation]
11. Support & Maintenance:	[To be included]

12. Warranty:	[Content to be included based on tender documentation]	
13. Skills Transfer:	The Vendor agrees to transfer its knowledge and skills acquired in connection the Services to the relevant University Personnel over the life cycle of this Agreement.	
14. Risks, Assumptions, Dependencies & Exclusions (RADE)	[Content to be included based on tender documentation]	
15. Methods and Procedures	[To be included]	
16. Representatives of the Parties:	University Representative	Vendor Representative
Name:	[insert]	[insert]
Position:	[insert]	[insert]
Tel:	[insert]	[insert]
Email:	[insert]	[insert]

ANNEXURE B – PRICING SCHEDULE

[Content to be included based on tender documentation]

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Please initial here

The University of Witwatersrand	
The Vendor	

ANNEXURE C – CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY UNDERTAKING

I, the undersigned

(full names).....

Identity number

do hereby state:

I am employed by (the “**Vendor**”) to perform certain support and maintenance services on computing equipment owned by the University of the Witwatersrand, Johannesburg (the “**University**”).

I am aware that:

- I may have access to confidential information of the University (“**Confidential Information**”) in the course and scope of my employment; and
- if any Confidential Information is disclosed to any party who is not authorised to receive same, the University may suffer damages and/or harm.

I hereby agree and undertake not to disclose any Confidential Information to any unauthorised person, or to use the Confidential Information for any purpose whatsoever and to take all necessary steps to safeguard all Confidential Information in my possession,

I will only disclose Confidential Information to authorised persons on a “need to know” basis. If I am uncertain whether any information is confidential or whether any individual is authorised to obtain Confidential Information I undertake not to disclose same unless and until I receive written authorisation to the contrary from the University’s Representative.

SIGNED at _____ by _____ on this the _____ day of _____ 201_.

Signature

The University of Witwatersrand	
The Vendor	