



UNIVERSITY OF THE  
WITWATERSRAND,  
JOHANNESBURG

## **VENDOR AGREEMENT**

**entered into between and by**

**THE UNIVERSITY**

**and**

**THE SERVICE PROVIDER**

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## 1. APPOINTMENT

The University appoints the Service Provider and the Service Provider accepts the appointment to deliver the Services on the terms and conditions set out in this Agreement.

## 2. DEFINITIONS

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

- 2.1. **“Agreement”** means this agreement together with all annexures and schedules hereto
- 2.2. **“Background Intellectual Property”** means all Intellectual Property rights in existence before the Commencement Date of this Agreement as well as Intellectual Property developed by a Party after the Commencement Date but which does not fall within the scope of the definition of Foreground Intellectual Property
- 2.3. **“Commencement Date”** [insert], notwithstanding the Signature Date
- 2.4. **“Confidential Information”** information that (a) relates to a Party’s past, present or future research, development, business activities, products, services, technical knowledge or 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 Receiving Party that it is claimed as confidential
- 2.5. **“Contract Price”** an amount not exceeding [insert] for the delivery of the Services, as set out in more detail in Annexure C, and which amount may not be varied unless by the prior written and signed agreement of the Parties

- 2.6. **“Deliverables”** means Goods, Services, Licensed IPR and or Software (as the context requires as described and quantified in the Scope of Work)
- 2.7. **“Documentation”** means the documentation, if any, required for the proper use of the Deliverables
- 2.8. **“Foreground Intellectual Property”** Intellectual Property created or developed by a Party in the course and scope of this Agreement which may incorporate Background Intellectual Property
- 2.9. **“Information Technology Systems”** means a Party’s information and communication technology systems and services, including hardware, software, network, infrastructure and any transmissions emanating from or entering the aforementioned
- 2.10. **“Goods”** means goods to be supplied under this Agreement, as described and quantified in the Scope of Work and where relevant includes any Documentation supplied to aid use of such goods
- 2.11. **“Intellectual Property”** means the intellectual capital embodied in any and all technical, confidential and commercial information, whether registered or not, including but not limited to techniques, know-how, development and research, data systems and processes, methodologies, trade secrets, undisclosed inventions, patents, trademarks, designs and copyright
- 2.12. **“Licensed IPR”** means the Intellectual Property to be licensed to the University under as described in the Scope of Work
- 2.13. **“Party”** means the University or the Service Provider and **“Parties”** means both of them

- 2.14. **“Personnel”** of a Party includes employees, partners, directors, agents, consultants, contractors, subcontractors or other representatives of a Party utilised in this Agreement
- 2.15. **“Project Plan”** means the Project Plan as more fully described in Annexure B
- 2.16. **“Precincts”** means any property owned by or which falls under the management and control of the University and any part thereof
- 2.17. **“PURCO SA”** means the Purchasing Consortium Southern Africa, which is a ‘not for profit’ private purchasing organisation, acting on behalf of universities, technikons and other higher educational institutions
- 2.18. **“Rules”** means University statutes, rules, regulations, policies, procedures and standing orders enacted from time to time
- 2.19. **“Scope of Work”** means a statement of work as set out in Annexure A, to which the terms of this Agreement shall apply
- 2.20. **“Service Levels”** means the agreed levels of service required of the Service Provider set out in this Agreement
- 2.21. **“Services”** means the services to be provided under this Agreement as described in the Scope of Work and where relevant includes the Deliverables and any Documentation supplied to aid use of such services
- 2.22. **“Service Provider”** means [please insert details], a company established in accordance with the laws of South Africa, with registration number [please insert details]

- 2.23. **“Service Provider’s Representative”** means the person nominated in the Scope of Work or otherwise in writing by the Service Provider from time to time
- 2.24. **“Signature Date”** the date on which this Agreement is signed by the last Party to do so
- 2.25. **“Software”** means the software to be supplied (whether licensed or assigned) as described in the Scope of Work and where relevant includes any Documentation supplied to aid use of such software
- 2.26. **“Specification”** means the description or specification of the Deliverables including any required Service Levels as agreed between the University and the Service Provider in writing and signed on behalf of both Parties or otherwise incorporated into the Agreement
- 2.27. **“Steering Committee”** means the committee that is responsible for the operational implementation of the Services and which is made up of representatives from both Parties as detailed in clause 6 below
- 2.28. **“Termination Date”** means [insert]
- 2.29. **“University”** the University of the Witwatersrand, Johannesburg, a higher education institution recognised as such in terms of the Higher Education Act 101 of 1997
- 2.30. **“University’s Representative”** means the person nominated in the Scope of Work or otherwise in writing by the University from time to time

2.31. **“VAT”** value added tax levied by the South African Revenue Services on the supply of goods and services in terms of the Value Added Tax Act 89 of 1991

2.32. **“Warranties”** means the warranties provided by the Service Provider in relation to the Goods and Services and those set out in the Scope of Work, and “Warranty” shall mean each of them

### **3. COMMENCEMENT AND DURATION**

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

3.2. Notwithstanding the provisions of clause 3.1 above, the University may terminate this Agreement on one (1) calendar month's written notice to the Service Provider.

### **4. RESPONSIBILITIES OF THE UNIVERSITY**

Subject to the Rules, the University will:

4.1. provide the Service Provider with such access to its Precincts and Information Technology Systems as is reasonably necessary to allow the Service Provider to deliver the Services and fulfil its obligations in terms of this Agreement;

4.2. make available all information and/or Documentation as may be necessary to enable the Service Provider to fulfil its obligations in terms of the Agreement;

4.3. designate a person to act as the University's Representative, such person being authorised to oversee and supervise the delivery Services, to convey instructions to the Service Provider and to receive information from the Service Provider; and

4.4. pay the Service Provider as provided for in clause 9 of this Agreement.

### **5. RESPONSIBILITIES OF THE SERVICE PROVIDER**

5.1. The Service Provider will:

- 5.1.1. discharge its obligations in a manner which is fit for the purpose required by the University, on time and within the agreed Contract Price;
- 5.1.2. deliver the Deliverables , and ultimately the Goods and Services, in accordance with the Scope of Work and the Project Plan annexed hereto as Annexure A and Annexure B respectively;
- 5.1.3. assign Personnel who are sufficiently qualified and complement both in numbers and skill to deliver the Services and ensure the due and proper performance of its obligations under this Agreement;
- 5.1.4. designate a suitable person as the Service Provider's Representative, who will be responsible for liaising with the University's Representative at all times in respect of the delivery of the Services and who will supervise the Personnel responsible for the delivery of the Services, as may be required;
- 5.1.5. exercise skill, care and diligence in the fulfilment of its obligations in terms of the Agreement;
- 5.1.6. comply with the Rules including those relating to confidentiality, privacy, use and access to Information Technology Systems, and access to Precincts;
- 5.1.7. ensure that its Personnel or any other person acting on its behalf complies with the Rules, including access control and those relating to confidentiality, privacy, use and access to information technology;
- 5.1.8. inform the University of the names of its Personnel authorised to deliver the Services and acknowledges that the University may object on reasonable grounds to any such person being assigned to the delivery of the Services. Upon receipt of such objection the Service Provider must immediately assign an alternative person to act on its behalf;
- 5.1.9. obtain all statutory and regulatory approvals as may be required in order to deliver the Services;
- 5.1.10. comply with all applicable legislation, including but not limited to the Protection of Personal Information Act 4 of 2013, irrespective of the



commencement date thereof and ensure that its Personnel comply with the provisions of this clause 5; and

- 5.1.11. pay to PURCO SA a 2% (two percent) service fee which is calculated on the total value of each invoice issued by the Service Provider to the University for the delivery of the Services. The Service Provider will send copies of its invoice and statement to both PURCO SA and the University. Upon receipt of the Service Provider's invoice, PURCO SA will invoice the Service Provider the 2% (two percent) service fee which is payable to PURCO SA by the Service Provider within 30 (thirty) days of PURCO SA's invoice date.
- 5.2. In the event that the Service Provider fails to fulfil any of its responsibilities, as set out in clause 5.1 above, and does not remedy such failure within 1 (one) day of the University calling upon it to do so, the University is entitled to impose a penalty in the amount of 10% (ten percent) of the total Contract Price per day that the Service Provider is and remains in breach of its responsibilities. In such circumstances, the University may elect whether to claim from the Service Provider damages or the penalty described in this clause 5.2.
- 5.3. 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 Service Provider.
- 5.4. The payment or deduction of such penalty will not relieve the Service Provider from its obligation to comply with its responsibilities set out in clause 5.1 above or from any of its obligations and liabilities under this Agreement or at law.
- 5.5. The University may impose the penalty contemplated in clause 5.2 above in respect of each instance of the Service Provider's failure to fulfil its responsibilities.
- 5.6. The penalty set out in clause 5.2 is in addition and without prejudice to any of the University's rights.

## **6. STEERING COMMITTEE**

- 6.1. In order to facilitate and manage the delivery of the Services, the Parties will form the Steering Committee.
- 6.2. The Steering Committee will comprise of at least two representatives from each Party and it may invite other parties to participate in meetings, as it deems appropriate.
- 6.3. The Steering Committee will meet regularly in order to assess and manage the operational progress of the delivery of the Services and implement appropriate plans and mechanisms to ensure timely delivery of each Service Deliverable.

## **7. INTELLECTUAL PROPERTY**

- 7.1. The ownership of rights in and to all Background Intellectual Property will be and remains unaffected by this Agreement.
- 7.2. Each Party grants to the other Party, a limited, non-exclusive, royalty-free license to use its Background Intellectual Property solely for the delivery of the Services and for the duration of this Agreement.
- 7.3. Foreground Intellectual Property created and/or developed by the Service Provider vests in the University.
- 7.4. The Service Provider agrees to execute any documents or take any other actions as may reasonably be necessary, or as the University may reasonably request in writing, to perfect the University's ownership of the Foreground Intellectual Property.
- 7.5. Unless otherwise agreed, where the Foreground Intellectual Property incorporates the Service Provider's Background Intellectual Property, the Service Provider grants to the University a royalty-free, perpetual, non-exclusive licence to use the Service Provider's Background Intellectual Property.
- 7.6. Upon termination of this Agreement, the Service Provider undertakes to ensure that all documentation or any other material created in the course and scope of this Agreement is handed over to the University within 7 (seven) days of termination.

## **8. SUB-CONTRACTING**

- 8.1. The Service Provider may not sub-contract any of its obligations in terms of this Agreement without the prior, written consent of the University in each instance. Such consent does not relieve the Service Provider of any of its obligations and it is responsible to the University for the acts and omissions of its sub-contractor as if such are the acts and omissions of the Service Provider.
- 8.2. If the University consents to the Service Provider entering into a sub-contract in terms of clause 8.1, the provisions of this Agreement will be applicable mutatis mutandis to the contract between the Service Provider and such sub-contractor. The Service Provider hereby warrants and undertakes that its sub-contractors will comply with and will not breach any obligations of the Service Provider in terms of the Agreement and that all the provisions of the Agreement relating to any sub-contractors will be expressly reflected in its sub-contracts.

## **9. FEES AND PAYMENT TERMS**

- 9.1. For delivery of the Services, the University agrees to pay the Service Provider a Fee more fully stipulated in Annexure C hereto.
- 9.2. Subject to the provisions contained in clause 9.3 below, payment will be made in accordance with the payment schedule stipulated in Annexure C and against approved invoices submitted by the Service Provider. The Service Provider must ensure that all required supporting documents have been approved by the University's Representative and are annexed to the invoice.
- 9.3. Provided that the University is satisfied that the Service Provider has met the milestones and Service Deliverables stipulated in Annexure A and Annexure B and the University's Representative has approved of the payment of the amounts on an invoice, the University will endeavour to settle the invoice within 30 (thirty) days after presentation. The University will immediately notify the Service Provider of any incorrect or disputed invoice and will pay the undisputed amount.
- 9.4. At the University's option, any fees, including those charges, damages and penalties described in clause 5.2 above, payable by or retained from the Service Provider may be set off against any amounts due by the University.

- 9.5. The University will effect payment by direct / electronic deposit into the nominated account of the Service Provider, as set out on the invoice.
- 9.6. The University will deduct from or add to the amount due by it in terms of this Agreement any amounts that it is required by law to deduct.
- 9.7. The Contract Price set out in Annexure C is fixed for the duration of this Agreement and there is no adjustment to any fees resulting from exchange rate fluctuations.
- 9.8. The Contract Price stipulated in Annexure C includes integration, maintenance and support costs associated with the delivery of the Services by the Service Provider and all ancillary and complementary services thereto.
- 9.9. The University will not be liable for any other payment, unless agreed between the Parties in writing.
- 9.10. It is specifically agreed that this Agreement is not a contract of employment between the University and the Service Provider and as such the University has inter alia no legal liability or responsibility for the Service Provider's income tax or other tax responsibilities or for medical aid, accident or retirement provision to the Service Provider.

## **10. CONFIDENTIALITY**

- 10.1. A Party will not directly or indirectly use the other Party's Confidential Information for their own benefit or that of any other person.
- 10.2. The Parties will keep confidential and not disclose any Confidential Information of the other Party other than to those persons who are required to have such information for the purposes of this Agreement.
- 10.3. The Parties will ensure that all reasonable security measures are taken in order to safeguard all Confidential Information from unauthorised access or use.
- 10.4. The Parties undertake to instruct their Personnel concerning the obligations of confidentiality set forth in this Agreement.
- 10.5. The provisions of this clause will survive the termination of this Agreement for any reason whatsoever.

- 10.6. Upon termination, for whatever reason, both Parties will return to each other all Confidential Information, as well as all relevant confidential documentation in their possession.
- 10.7. Confidential Information will exclude information which:
  - 10.7.1. was in a Party's lawful possession prior to its first receipt thereof before, on or after the date of this Agreement; or
  - 10.7.2. was independently received in good faith from a third party who has the right to disclose same and who did not receive it directly or indirectly from the University with restriction on the use thereof; or
  - 10.7.3. is or becomes through no act or default of a receiving party public knowledge as evidenced by the publication or otherwise thereof; or
  - 10.7.4. is or was independently developed by Personnel of the Party to whom no disclosure of such Confidential Information has been made or communicated.

## **11. INFORMATION SECURITY**

- 11.1. The Service Provider shall be responsible for establishing and maintaining an information security program that is designed to:
  - 11.1.1. ensure the security and confidentiality of the University's information (including any back-ups) by the use of encryption for the University information at transit and rest;
  - 11.1.2. protect against any anticipated threats or hazards to the security or integrity of the University information;
  - 11.1.3. protect against unauthorised access to, disclosure or use of the University information;
  - 11.1.4. ensure the proper separation of the University information from third party information;
  - 11.1.5. ensure the proper disposal of the University information;

- 11.1.6. preserve the integrity of the University information and prevent the corruption, destruction or loss of the University information at all times that the University information is under the control of the Service Provider or the Service Provider's Personnel;
- 11.1.7. perform secure back-ups of all University information and shall ensure that up-to-date back-ups are stored off-site. The Service Provider shall ensure that such back-ups are available to the University (or to such other person as the University may direct) at all times upon request; and,
- 11.1.8. ensure that all subcontractors of the Service Provider, if any, comply with all of the foregoing.
- 11.2. The Service Provider will report orally and in writing any actual and/or suspected breaches such as security incidents, unauthorised access or disclosure of the University information immediately upon discovery of the unauthorised disclosure, but in no event more than 2 (two) days after the Service Provider reasonably believes there has been such unauthorised use or disclosure.
- 11.3. Where the Service Provider (including the Service Provider's Personnel) is given access (whether direct or remote) to any University Information Technology Systems under or in connection with this Agreement, the Service Provider shall (and shall ensure that the Service Provider's Personnel):
  - 11.3.1. comply with any policies, requirements or other instructions of or, where applicable, the University's third party suppliers regarding use of such University Information Technology Systems;
  - 11.3.2. only use the University Information Technology Systems in connection with proper performance of the Services;
  - 11.3.3. not permit any other individual or entity to access the University Information Technology Systems;
  - 11.3.4. upon the University's request, immediately cease access to and use of any University Information Technology Systems and return all University Information Technology Systems (and associated documentation) to the University; and

- 11.3.5. not deactivate or disable any Information Technology Systems used by the University or introduce any viruses or other similar code to the same, or otherwise take action that would cause any damage or harm to any Information Technology Systems of the University.
- 11.4. The Service Provider agrees to indemnify the against all claims, liability, demands, proceedings, costs and expenses arising as a result of any act or omission of the Service Provider (or for any other persons for whose acts or omissions the Service Provider is liable) arising from a breach of this clause 11.

## 12. WARRANTIES

- 12.1. The persons signing this Agreement on behalf of a Party expressly warrant their authority to do so.
- 12.2. Each Party warrants that any software, information, data, materials and other assistance directly provided by it to the other Party ("**Receiving Party**") under the auspices of this Agreement is either owned by the respective Party or is in the respective Party's lawful possession and will not infringe the intellectual property rights of any third party.
- 12.3. The Service Provider warrants that:
  - 12.3.1. it has the necessary skills and qualifications to deliver the Services in a professional and proper manner;
  - 12.3.2. it has all the required approvals, consents, authorisations and accreditations to deliver the Services;
  - 12.3.3. all Personnel assigned or engaged by the Service Provider to perform any of its obligations or any part thereof under the provisions of this Agreement is competent and qualified to perform such obligations and will be properly supervised where this is appropriate; and
  - 12.3.4. its sub-contractors will comply with and will not breach any of its obligations in terms of the Agreement and that all the provisions of the Agreement relating to any sub-contractors will be expressly reflected in its sub-contracts.

### **13. BREACH AND TERMINATION**

- 13.1. If the Service Provider commits a material breach of any of the provisions of this Agreement, the University shall be entitled to give the Service Provider notice to remedy the breach.
- 13.2. If the Service Provider fails to comply with the notice contemplated in clause 13.1 above within five (5) business days of the date of delivery thereof, the University shall be entitled to cancel this Agreement or to claim specific performance, without prejudice to the University's right to claim damages.
- 13.3. If the Service Provider 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 -
- 13.3.1. to withhold all payments due and payable to the Service Provider until such time as the Service Provider has remedied the breach to the satisfaction of the University; and/or
- 13.3.2. to engage a third party to deliver the outstanding or deficient Services or Service Deliverables, and the cost thereof may be deducted from any amount that may otherwise be due to the Service Provider under this Agreement. If there is no amount outstanding to the Service Provider, the University may submit an invoice to the Service Provider for the costs associated with engaging with the third party and the Service Provider agrees to be liable for such costs.
- 13.4. If:
- 13.4.1. the Service Provider is placed in liquidation, either provisionally or finally, whether voluntarily or compulsorily; or
- 13.4.2. the Service Provider applies for or undergoes business rescue in terms of Chapter 6 of the Companies' Act, 2008; or
- 13.4.3. the estate of the Service Provider is sequestrated, either provisionally or finally; or
- 13.4.4. the estate of the Service Provider is surrendered; or



- 13.4.5. the Service Provider commits an act of insolvency; or
- 13.4.6. the Service Provider dies, whether the Service Provider is an individual or a member of a partnership or syndicate; or
- 13.4.7. a judgment in any competent court is handed down against the Service Provider and is not satisfied within a period of fourteen (14) days; or
- 13.4.8. before completion of the Contract the major portion of the assets of the Service Provider is disposed of or the majority shareholding of the Service Provider is transferred or there is a change of management control of the Service Provider; then the University will be entitled, but not obliged, to terminate the Agreement, without liability to the Service Provider of any damages whatsoever resulting from such termination.

#### **14. FORCE MAJEURE**

- 14.1. Neither Party will be liable to comply with its obligations if the failure, delay, interruption or prevention of performance is as a result of an act of god, fire, flood, earthquake, war (declared or undeclared), acts of terrorism, public disaster, strike, protests, governmental enactment, rule or regulation or any other cause beyond a Party's reasonable control ("**Force Majeure**").
- 14.2. The Party affected by a Force Majeure must promptly notify the other Party in writing of the reasons for the failure, delay, interruption or prevention of performance. The affected Party will use its best endeavours to terminate the circumstances giving rise to the Force Majeure. Upon termination of such circumstances, the affected Party will immediately notify the other Party in writing and will continue with its obligations. The time for performance of the affected Party's obligation will be extended for a period equal to the duration of the contingency which occasioned the delay, interruption or prevention.
- 14.3. If a Force Majeure delays the performance of the affected Party's obligations for a continuous period of six months or it becomes evident that performance is no longer possible, the other Party may, at its option and without further obligation, terminate this Agreement on written notice.

## **15. INSURANCE**

- 15.1. The University has insured itself against the acts and omissions of persons acting on its behalf and its students and Personnel are insured during the course and scope of the University's business. The University's maximum liability will be limited to the total Contract Price, whether for a single or multiple events, to the extent of its insurance cover herein.
- 15.2. The Service Provider shall, for the continued duration of this Agreement, have and maintain sufficient insurance to cover its obligations and liabilities under this Agreement. The Service Provider shall provide the University with a certificate of existence of such insurance.
- 15.3. The terms of any insurance or the amount of cover shall not relieve the Service provider of any liabilities under this Agreement.

## **16. INDEMNITIES**

The Service Provider hereby indemnifies and holds the University harmless against all claims, demands, fines, penalties, actions, proceedings, judgments, damages, losses, costs, expenses or other liabilities caused, whether negligently or otherwise, to the University by the non-observance or non-compliance by the Service Provider of its duties and obligations under this Agreement and/or any statutory duties and obligations applicable to the Service Provider.

## **17. LIMITATION OF LIABILITY**

Notwithstanding anything contrary contained in this Agreement, the University will not be liable to the Service Provider for any indirect or consequential loss or damage including, without limitation, loss of profit, revenue, anticipated savings, business transactions or goodwill or other contracts not arising from negligence or breach of this Agreement by the University.

## **18. SETTLEMENT OF DISPUTES**

- 18.1. All disputes between the Parties will be determined in accordance with the provisions of this clause 16.

- 18.2. Within a period of fourteen (14) days of the date on which the dispute arose (the “**Dispute Date**”), the Steering Committee will meet to discuss the dispute and will endeavour to resolve the dispute amicably.
- 18.3. If the Steering Committee is unable to resolve the dispute in terms of clause 18.2 within thirty (30) days from the Dispute Date, the dispute will be referred to the University’s Vice-Chancellor or his authorised nominee and the Service Provider’s Chief Executive Officer or an equivalent senior management representative or their duly appointed and authorised representative/s, who will use their best endeavours to resolve the dispute.
- 18.4. If the individuals described in clause 18.3 above are unable to resolve the dispute within a period of thirty (30) days after it has been referred to them, either Party may refer the matter for mediation. The aggrieved Party will refer the matter for mediation to a mediator appointed by agreement between the Parties, or, failing agreement, to a mediator appointed by the Chairman of the Bar Council of South Africa on written request by either Party. The costs of mediation will be borne between the Parties equally. The determination by the mediator will be final and binding and must be carried into effect by the Parties.
- 18.5. If the mediator is unable to resolve the dispute or difference, either Party may institute action in the South Gauteng High Court, Johannesburg.

## **19. MISCELLANEOUS MATTERS**

### **19.1. Address for Service of Legal Documents**

19.1.1. The Parties choose the following physical addresses at which documents in legal proceedings in connection with this Agreement may be served (i.e. their *domicilia citandi et executandi*):

#### **19.1.2. The University:**

Director: Legal Services  
5<sup>th</sup> Floor, Solomon Mahlangu House  
1 Jan Smuts Avenue  
Braamfontein

Johannesburg

Email address: [Charmaine.Johnstone@wits.ac.za](mailto:Charmaine.Johnstone@wits.ac.za)

Marked for the attention of: Director: Legal Services

**19.1.3. The Service Provider:**

Physical Address

Full physical address

[insert]

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

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

19.1.4. 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.

**19.2. Entire Agreement**

This Agreement and the annexures contain all the express provisions agreed on by the Parties with regard to the subject matter of the Agreement.

**19.3. Variation, Cancellation and Waiver**

No addition to or variation of any clause of this Agreement (including this clause 19.3), consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination will be of any force or effect unless reduced to writing and signed by both Parties.

**19.4. Relationship between the Parties**

Nothing in this Agreement will constitute a partnership between the University and the Service Provider or make the Service Provider an agent of the University for any purpose, or entitle the Service Provider to commit or bind the University in any manner.

**19.5. Assignment, cession and delegation**

The Service Provider must not, without the prior consent of the University, assign or cede any of its rights or delegate any of its obligations in terms of this Agreement to any other party.

**19.6. Applicable Law**

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

**19.7. Jurisdiction**

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

**19.8. 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.

**19.9. Severability**

If any provision of this Agreement is invalid, unenforceable or illegal, the remaining provisions of this Agreement will be deemed to be severable therefrom and will continue in full force and effect unless such invalidity, unenforceability or illegality is material.

**19.10. Costs**

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

## 20. SIGNATORIES

**Signed on behalf of the University:**

\_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Signed on behalf of the Service Provider:**

\_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

DRAFT

**ANNEXURE A -SCOPE OF WORK**

1. <b>Overview of the Services:</b>	[Content to be included based on tender documentation]				
2. <b>Objectives:</b>	[Content to be included based on tender documentation]				
3. <b>The University's Requirements</b>	[Content to be included based on tender documentation]				
4. <b>Scope of Work:</b>	[Content to be included based on tender documentation]				
5. <b>Service Provider Responsibilities:</b>	[Content to be included based on tender documentation]				
6. <b>Deliverables:</b>	Deliverable	Description	Acceptance Criteria	Start Date	End Date
	[insert]	[To be included]	[insert]	[insert]	[insert]
	[insert]	[To be included]	[insert]	[insert]	[insert]
7. <b>Acceptance Criteria:</b>	<ul style="list-style-type: none"> <li>All Deliverables are subject to a formal acceptance and signoff process by the University.</li> </ul>				
8. <b>Service Levels:</b>	[Content to be included based on tender documentation]				
9. <b>Standards:</b>	[Content to be included based on tender documentation]				
10. <b>Service Specifications and Bill of materials Scope:</b>	[Content to be included based on tender documentation]				
11. <b>Decommissioning of old equipment:</b>	Content to be included based on tender documentation]				
12. <b>Training:</b>	Content to be included based on tender documentation]				
13. <b>Timing Schedule:</b>					

Milestone and Milestone dates	[Content to be included based on tender documentation]	
14. <b>Support &amp; Maintenance:</b>	[To be included]	
15. <b>Change Request Management:</b>	[Content to be included based on tender documentation]	
16. <b>Warranty:</b>	[Content to be included based on tender documentation]	
17. <b>Skills Transfer:</b>	The Service Provider agrees to transfer its knowledge and skills acquired in connection the Services to the relevant University Personnel over the life cycle of this Agreement.	
18. <b>Representatives of the Parties:</b>	University Representative	Service Provider Representative
Name:	[insert]	[insert]
Position:	[insert]	[insert]
Tel:	[insert]	[insert]
Email:	[insert]	[insert]



**ANNEXURE B –PROJECT PLAN**

**[To be inserted]**

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## ANNEXURE C - PRICING AND PAYMENT SCHEDULE

**[Content to be included based on tender documentation]**

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