



UNIVERSITY OF THE  
WITWATERSRAND,  
JOHANNESBURG

**DRAFT**

**ELEVATOR MAINTENANCE SERVICES AGREEMENT**

entered into between and by

**THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG**  
acting through its  
OPERATIONS AND FACILITIES MANAGEMENT DEPARTMENT

and

**TO BE INSERTED**



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## 1 APPOINTMENT

- 1.1 The University requires the Contractor to provide the Services as described in this Agreement.
- 1.2 The Contractor represents and warrants that it has the requisite expertise and qualifications to provide the Services outlined in Annexure B: Scope of Work.
- 1.3 The University hereby engages the Contractor, on a non-exclusive basis, to deliver the Services and/or Materials specified in this Agreement.
- 1.4 The Contractor accepts the engagement, and the Parties agree to be bound by the terms and conditions outlined in this Agreement.

## 2 STRUCTURE OF THE AGREEMENT

- 2.1 This Agreement consists of:
  - 2.1.1 The Terms and Conditions;
  - 2.1.2 Annexure A: Contract Data;
  - 2.1.3 Annexure B: Scope of Work;
  - 2.1.4 Annexure C: Fees;
  - 2.1.5 Work Order(s); and
  - 2.1.6 Purchase Order(s).
- 2.2 In the event of a conflict between the documents comprising this Agreement, such conflict will be resolved in accordance with the order of precedence (in descending order of priority) as follows:
  - 2.2.1 In respect of all provisions (except those related to the Services):
    - 2.2.1.1 The Terms and Conditions;
    - 2.2.1.2 Annexure B: Scope of Work read together with the Work Order;
    - 2.2.1.3 Purchase Order;
    - 2.2.1.4 Annexure A: Contract Data; and then
    - 2.2.1.5 Annexure C: Fees.
  - 2.2.2 In respect of the provisions detailing the Services:
    - 2.2.2.1 Annexure B: Scope of Work, read together with
    - 2.2.2.2 Annexure C: Fees;
    - 2.2.2.3 Annexure A: Contract Data, and then
    - 2.2.2.4 The Terms and Conditions.

## 3 INTERPRETATION OF THIS AGREEMENT

- 3.1 Any reference to any legislation is to such legislation as at the Signature Date and as amended, re-enacted, or substituted from time to time thereafter.
- 3.2 No provision of this Agreement constitutes a stipulation for the benefit of any person who is not a Party to this Agreement.
- 3.3 Any provisions of this Agreement which either expressly or by their nature extend beyond the expiration or termination of this Agreement will survive such expiration or termination.
- 3.4 The Parties agree that the rule of construction that the Agreement will be interpreted against the Party responsible for the drafting of the Agreement will not apply.
- 3.5 The clause headings in this Agreement have been

inserted for convenience only and will not be taken into account in its interpretation.

- 3.6 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.

- 3.7 At all times, the University and its engagements, including that with the Contractor as set out in this Agreement, are subject to the Rules.

## 4 DEFINITIONS

In this Agreement, the following words have the meanings set out below, and derivative words will have corresponding meanings:

- 4.1 **"Agreement"** means collectively, the:
  - 4.1.1 The Terms and Conditions;
  - 4.1.2 Annexure A: Contract Data;
  - 4.1.3 Annexure B: Scope of Work;
  - 4.1.4 Annexure C: Fees;
  - 4.1.5 Work Order(s);
  - 4.1.6 Purchase Order(s); and
  - 4.1.7 any other Annexures attached hereto;
- 4.2 **"Annexures"** means annexures to this Agreement;
- 4.3 **"Background Intellectual Property"** means all Intellectual Property rights in existence before the Commencement Date, 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;
- 4.4 **"Business Day"** means any day which is not a Saturday, Sunday, or official public holiday in the Republic of South Africa in terms of the Public Holidays Act 36 of 1994;
- 4.5 **"Call-backs"** means Equipment and/or Unit-related failure, requiring the Contractor to visit the Site outside of the scheduled maintenance period;
- 4.6 **"Commencement Date"** of this Agreement means the date specified in section 5 of Annexure A (Contract Data), notwithstanding Signature Date;
- 4.7 **"Commercially Reasonable Efforts"** means, with respect to the Services and/or Materials, the reasonable efforts used to deliver the Services and/or Materials in terms of this Agreement, as expeditiously as possible. This excludes:
  - 4.7.1 taking any actions that would, individually or in the aggregate, cause the University to incur costs, or suffer any other detriment, out of reasonable proportion to the benefits accruing in terms of this Agreement;
  - 4.7.2 changing the Party's business strategy;
  - 4.7.3 disposing of any significant assets of the Party;
  - 4.7.4 taking any action that would violate any law or order to which the Party is subject;
  - 4.7.5 taking any action that would imperil the Party's existence or solvency; or
  - 4.7.6 initiating any litigation or any dispute resolution mechanism.



- 4.8 **"Comprehensive Report"** means the regulatory safety report as laid down in the Lift, Escalator and Passenger Conveyor Regulations;
- 4.9 **"Competent Lift Mechanic"** means a qualified lift mechanic as defined in the Occupational Health and Safety Act No. 85 of 1993;
- 4.10 **"Confidential Information"** information that:
- 4.10.1 relates to the Disclosing Party's past, present, or future research, development, business activities, products, services, technical knowledge, and personal information regarding any person; and
- 4.10.2 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 other Party that it is claimed as confidential. (As used herein, the Party disclosing Confidential Information is referred to as the **"Disclosing Party"** and the Party receiving the Confidential Information is referred to as the **"Receiving Party"**);
- 4.11 **"Contractor"** means the Party detailed in section 4 of Annexure A (Contract Data);
- 4.12 **"Contract Data"** means Annexure A (Contract Data) setting out the specific data of this Agreement, which is attached to the Terms and Conditions;
- 4.13 **"Counterfeit Materials"** means any material, component, part, assembly, sub-assembly, product, and any other item forming part of the Services in which there is an indication by visual inspection, testing, or other information that it may be a copy or substitute made without legal right or authority or one whose material, performance, identity or characteristics have been misrepresented by the Contractor, manufacturer or a supplier in the Contractor's supply chain;
- 4.14 **"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 will 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;
- 4.15 **"Data Protection Legislation"** means the following legislation:
- 4.15.1 Protection of Personal Information Act 4 of 2013, as amended or substituted; and
- 4.15.2 such other legislation that is or may be applicable to the protection of Personal Information in South Africa;
- 4.16 **"Defect"** means:
- 4.16.1 Services which are not fit for the purpose for which they were procured and of suitable quality, or not provided on time and within budget; and/or
- 4.16.2 A defect, error, omission, failure, or inefficiency that impacts the University's ability to use any specific component of the Services; and/or
- 4.16.3 A defect, error, omission, failure, or inefficiency that impacts the technical performance of the University's Information Technology System(s); and/or Non-compliance with Annexure B (Scope of Work) and the respective Work Order;
- 4.17 **"Documentation"** means the documentation, if any,
- 4.18 **"Down-time"** means the period that Equipment and/or Unit is not in operation due to breakdowns or unplanned repairs;
- 4.19 **"Effective Date"** means the date reflected in any Work Order as the date upon which the Services listed in such Work Order will commence;
- 4.20 **"Equipment"** means the entire lift, hoist, or vertical transportation installation system, including all related machinery, components, control systems, and safety systems, as well as any spaces required for their operation and maintenance;
- 4.21 **"Fees"** means the Contractor's list of fees, expenses, disbursements, rates, and prices (whichever is applicable) for the Services and which is attached to the Agreement as Annexure C (Fees);
- 4.22 **"Force Majeure Event"** the result of an act of God, flood, drought, earthquake, or other natural phenomenon; war (declared or undeclared); fire; acts of terrorism; public disaster; governmental enactment, rule, or regulation; or any other cause beyond a Party's reasonable control; excluding industrial action of whatever nature or cause (e.g. strikes, lockouts and similar);
- 4.23 **"Foreground Intellectual Property"** means Intellectual Property created or developed by a Party in the course and scope, as a result of, and/or for the purpose of this Agreement;
- 4.24 **"Information Technology System(s)"** means a Party's information and communication technology systems and services, including but not limited to hardware, servers, software, network, infrastructure, and any transmissions emanating from or entering the aforementioned;
- 4.25 **"Intellectual Property"** means intellectual capital embodied in any and all technical and commercial information, whether registered or not, including techniques, specifications and formulae, know-how, systems and processes, methodologies, trade secrets, undisclosed inventions, patents, utility models, trademarks, designs, copyright and plant breeders' rights;
- 4.26 **"Key Personnel"** means the Personnel who have the required and necessary skills, expertise, qualifications, knowledge, and experience, and who are critical for the successful performance of the Services, as named in section 7 of Annexure A (Contract Data);
- 4.27 **"LIASA"** means the Lift Inspection Association of South Africa;
- 4.28 **"Materials"** means all parts, supplies, consumables, components, tools, hardware, replacement parts, and any other items necessary for the maintenance, repair, and operation of the Equipment and/or Unit, as specified in a Work Order, including any materials that are complementary or ancillary to these items, required under this Agreement. Where applicable, "Materials" also includes any Documentation or instructions provided to aid in the proper use or installation of such items;
- 4.29 **"Normal Access Hours"** means 07h00 to 17h00 on Business Days;
- 4.30 **"Normal Working Hours"** means the period from 07h00 to 17h00 on Business Days;



- 4.31 “OCM” or “OEM” means the Original Component/Equipment Manufacturer;
- 4.32 “OFMD” the University’s operations and facilities department;
- 4.33 “Party” or “Parties” means the University or the Contractor, individually and collectively, as the context dictates;
- 4.34 “Personal Information” means all information relating to an identifiable natural or juristic person as defined in the Protection of Personal Information Act 4 of 2013;
- 4.35 “Personnel” of a Party includes employees, directors, partners, agents, consultants, associates, contractors, sub-contractors, or other representatives of a Party;
- 4.36 “Precincts” means any premises owned by or which fall under the management and control of the University and/or any part thereof;
- 4.37 “Purchase Order” means an official purchase order issued by the University for the Services and/or Materials;
- 4.38 “Representative” means the duly authorised person designated as such in section 8 of Annexure A (Contract Data);
- 4.39 “Response time” means the time from when the Contractor receives the call to the time when the Competent Lift Mechanic arrives on Site;
- 4.40 “Rules” are the rules, regulations, policies, procedures, practices, and standing orders of the University, as amended from time to time;
- 4.41 “Scope of Work” means the detailed scope of work attached to this Agreement as Annexure B (Scope of Work) and in a Work Order;
- 4.42 “Service Levels” means the standards and levels of performance expected by the University from the Contractor in fulfilment of this Agreement, as set out in more detail in Annexure B (Scope of Work) and in a Work Order;
- 4.43 “Services” means all activities required to maintain the Equipment and/or Unit in an acceptable condition without limitation, and/or the Materials as the context may require, and anything incidental, ancillary, or complementary thereto as described in Annexure B (Scope of Work) and in a Work Order and all services complementary and ancillary thereto to be provided in terms of this Agreement, and where relevant includes any Documentation supplied to aid the use and/or implementation of such services;
- 4.44 “Signature Date” means the date on which this Agreement is signed by the last Party to do so;
- 4.45 “Site(s)” refers to the specific location(s) and premises identified in a Work Order, where applicable;
- 4.46 “Standards” means the measures used by the University to assess the performance of the Contractor described in clause 9 and in a Work Order;
- 4.47 “SEIFSA” means the Steel and Engineering Industries Federation of South Africa;
- 4.48 “Termination Date” means the date specified in section 5 Annexure A (Contract Data);
- 4.49 “Terms and Conditions” means these terms and conditions contained in this document;
- 4.50 “Unit” means any single passenger lift, goods lift, or staircase lift, considered as an independent or stand-alone system;
- 4.51 “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;
- 4.52 “University Community” includes but is not limited to all employees of the University, those persons officially associated with the University, its registered students, former students and alumni of the University, as well as invitees, visitors, and guests;
- 4.53 “VAT” means the 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;
- 4.54 “Work” refers to all tasks, activities, responsibilities, and the use of materials necessary to fulfil the University’s requirements, including the provision of services, as outlined in this Agreement and any specific Work Orders.
- 4.55 “Work Order(s)” means an official work order issued by the University in accordance with its processes and procedures, describing the Services to be provided, including but not limited to the Work, Services, and/or Materials as described in this Agreement and the Annexures, against which performance by the Contractor is measured.
- 5 THE CONTRACTING STRUCTURE**
- 5.1 This Agreement will provide the overall standard terms and conditions upon which the University will contract with the Contractor for the provision of the Services.
- 5.2 The Contractor acknowledges and agrees that the University provides no guarantee of volume of work, continuity of work, or of any work at all.
- 5.3 The Contractor commits to strictly adhere to all processes, procedures, and guidelines as established and communicated by OFMD concerning the allocation, assignment, and execution of Work, as well as the creation, issuance, and management of Work Orders. The Contractor acknowledges that compliance with these established procedures is critical to the successful fulfilment of contractual obligations and agrees to implement all necessary measures to ensure such compliance.
- 5.4 The Contractor acknowledges and agrees that all Work conducted under any Work Order will be performed in strict accordance with the terms and conditions outlined in this Agreement. Each Work Order shall be considered an integral part of this Agreement and shall be subject to all its terms and conditions.
- 5.5 Work Orders shall be issued by the University to the Contractor in writing, specifying the scope, deliverables, timelines, and any other relevant details necessary for the completion of the Work. The issuance of a Work Order will be initiated after the University has provided a detailed request for Services, and the Contractor has submitted a corresponding response, including Fees and timelines, for the University’s approval. No Work Order shall be binding until it has been approved and signed by authorised representatives of both the University and the Contractor. Once a Work Order is fully executed, the Contractor shall commence the Work in accordance with the agreed-upon start date and complete it within the specified time frame.
- 5.6 In situations where urgent repairs are required and the nature of the service request does not allow sufficient





time for the formal execution of a Work Order, the University may, at its sole discretion, authorise the Contractor to commence the necessary repairs based on a verbal or written request. Such authorisation will be deemed valid for the immediate commencement of Work, subject to the Contractor's obligation to mitigate further damage or disruption.

5.7 The University and the Contractor shall, as soon as reasonably practicable, finalise and execute a formal Work Order to document the scope, fees, timelines, and other relevant details of the repair. The Contractor acknowledges and agrees that the absence of a fully executed Work Order at the time of urgent repair work shall not relieve it of its obligations under this Agreement, nor shall it impair the University's rights under the same.

5.8 The University shall not be held liable for any delays in formalising the Work Order arising from the urgent nature of the repair, provided that reasonable notice was given to the Contractor. The Contractor is expected to complete all necessary Work in good faith and in accordance with the Standards and terms set forth in this Agreement, with the understanding that all subsequent documentation will be promptly completed to reflect the Services performed.

5.9 The Contractor shall not be entitled to withhold performance, apply set-off, or enforce any rights under a Work Order by withholding services or funds due under another Work Order, unless such rights are explicitly provided for under this Agreement or mutually agreed upon in writing by the Parties.

5.10 The University reserves the right to amend, modify, or add to the Work Order at any time, in consultation with the Contractor, to address changing conditions, project requirements, or unforeseen circumstances. Any such amendments must be agreed upon by both Parties, then documented in writing and signed. The Contractor shall promptly adjust its performance to comply with any such amendments.

## 6 TERM

### 6.1 Duration of the Agreement

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

6.1.2 Notwithstanding the provisions of clause 6.1.1 above, the University may terminate this Agreement on 1 (one) month's written notice to the Contractor.

### 6.2 Duration of the Work Order(s)

6.2.1 The Effective Date and duration of each Work Order will be stated in the relevant Work Order.

6.2.2 Should any Work Order be terminated for any reason whatsoever, whether due to a breach thereof by either Party or otherwise, such termination will not affect the continuation or enforceability of this Agreement or any other Work Order. The Parties agree that any Work Order entered into must not exceed the Termination Date and will run concurrently with the term of the Agreement.

6.2.3 Each Work Order under this Agreement may be renewed for a further period, provided that the total duration of the Work Order is no greater than the duration of this Agreement.

## 7 NATURE OF RELATIONSHIP

7.1 The Contractor will provide the Services to the University as an independent contractor. Nothing in this Agreement will be construed as creating any relationship of agency, employment, partnership, joint venture, or similar relationship between the University and the Contractor.

7.2 Neither Party will have the authority to, nor will it represent that it has the authority to, obligate or bind the other in any manner whatsoever.

7.3 The Contractor specifically acknowledges and agrees that this Agreement does not constitute an undertaking by the University that it will procure minimum or any quantities and/or any guaranteed volumes of the Services from the Contractor under this Agreement.

## 8 RESPONSIBILITIES OF THE UNIVERSITY

8.1 The University will, subject to the Rules:

8.1.1 monitor the performance of the Contractor;

8.1.2 provide the Contractor and its Personnel with such access to the Precincts and/or Information Technology Systems (where applicable) as may be reasonably necessary to allow the Contractor to fulfil its obligations in terms of this Agreement;

8.1.3 receive information from the Contractor; and

8.1.4 pay the Contractor as provided for in clause 24 of this Agreement.

## 9 RESPONSIBILITIES OF THE CONTRACTOR

9.1 The Contractor will:

9.1.1 provide the Work according to as set out in this Agreement and/or Work Order(s);

9.1.2 without limiting the generality of the Services to be performed, deliver the Services which are fit for the purpose required by the University and in accordance with the respective Work Order, on time, and at the agreed Fee, with reasonable care and skill, and in accordance with Annexure B (Scope of Work) and as described in a Work Order;

9.1.3 assign Personnel who are sufficiently qualified and competent both in numbers and skill to provide the Services and ensure the due and proper performance of its obligations under this Agreement;

9.1.4 designate a Representative, who will be responsible for liaising with the University's Representative at all times in respect of the provision of the Services and who will supervise the Personnel responsible for the delivery of the Services;

9.1.5 do all that is reasonably necessary within the course and scope of the Agreement to prevent or minimise the risk of loss or damage to University property, including its Information Technology System, the University's reputation, and injury to persons;

9.1.6 co-operate and consult with other suppliers of the University, should it be necessary for purposes of ensuring the delivery of the Services in a seamless manner.

### 9.2 Performance of Work:

9.2.1 The Contractor shall ensure that all Work performed under this Agreement must be carried out in a safe manner and in compliance with all current legislation and safe systems of work. The



	Contractor shall comply with all the University's safety and environmental requirements currently in force and as amended from time to time.	9.5.2	LIASA, which governs standards for competent lift mechanics and inspection professionals.
9.2.2	The Contractor shall co-operate with the University in the introduction of new systems and procedures to assist in streamlining the administration and safety of the Work.	9.5.3	SEIFSA, which provides guidance and representation for industries involved in steel and engineering works, including the construction, maintenance, and installation of lift equipment.
9.2.3	Generally, all Work will be scheduled to be carried out during the University's Normal Working Hours. If the Contractor requires access to the Site at other times, such access must be arranged in advance with the University's Representative.	9.6	<u>Reporting and Documentation:</u>
9.3	<u>Compliance with Legislation and Standards:</u>	9.6.1	The Contractor shall maintain accurate, detailed, and up-to-date Comprehensive Report of all maintenance, repairs, inspections, certifications, and any other services performed on the Equipment and/or Unit. These records must be properly organised and readily accessible. Upon request, the Contractor shall promptly provide the University with full access to these records in a format acceptable to the University. The records must be retained for the entire duration of the Agreement and for a minimum period of 3 (three) years following the conclusion of the contract, unless otherwise required by applicable regulations or laws.
9.3.1	The Contractor must ensure that all lift maintenance, repairs, and inspections are conducted in strict compliance with the Occupational Health and Safety Act, No. 85 of 1993 ("OHSA"), including all applicable regulations under the Act, specifically:	9.6.2	The Contractor shall immediately report any defects, safety hazards, or non-compliance issues to the University and take prompt remedial action to rectify such issues in accordance with the relevant legislative and safety standards.
9.3.1.1	The General Machinery Regulations (GMR) and the Driven Machinery Regulations (DMR), 2015.	9.6.3	The Contractor must keep statistics, minutes, and other records required by legislation on file and available for inspection by the University's Representative.
9.3.1.2	The Lift, Escalator and Passenger Conveyor Regulations (LEPCR), governing the safe operation, maintenance, and inspection of lifts.	9.7	The Contractor will (and will ensure the same from its Personnel) at all times:
9.3.2	The Contractor shall adhere to the relevant South African National Standards (SANS) for lift installation, operation, and maintenance, including but not limited to:	9.7.1	display in its relationship and interaction with the University, the utmost good faith;
9.3.2.1	<u>SANS 1545</u> : Safety requirements for the construction and operation of lifts.	9.7.2	not exceed the express or implied limits of the authority in terms of this Agreement;
9.3.2.2	<u>SANS 10360</u> : Requirements for the maintenance of lifts and escalators.	9.7.3	not perform its responsibilities in terms of this Agreement in a manner that would cause the University to be in violation of any applicable laws;
9.3.2.3	<u>SANS 50081-1 and SANS 50081-2</u> : Safety rules for the installation of electric and hydraulic lifts, respectively.	9.7.4	ensure that all lift maintenance, servicing, and repair work is carried out by Competent Lift mechanics, who possess the necessary qualifications, skills, and experience to perform such work in accordance with applicable safety standards and regulations, and the University reserves the right to request the Contractor to provide it with written proof of their qualifications and/or competency;
9.3.3	In the event that hydraulic mechanisms involving pressure equipment are used in the lift system, the Contractor shall comply with the Pressure Equipment Regulations (PER), as prescribed under the OHSA.	9.7.5	ensure that, where best practices require specific training for the use of the University's equipment, installations, materials, or similar items, only employees who have received the requisite training will be permitted to use such equipment, materials, or installations;
9.4	<u>Competency and Certification:</u>	9.7.6	comply with the Rules;
9.4.1	The Contractor shall ensure that all Personnel engaged in the maintenance and inspection of the Equipment and/or Unit are competent, qualified, and duly certified in accordance with the requirements of the Occupational Health and Safety Act. This includes the engagement of Competent Lift Mechanics who are appropriately trained and skilled in accordance with the standards set forth by industry bodies such as the Lift Inspection Association of South Africa (LIASA) and registered with relevant professional bodies such as the Engineering Council of South Africa (ECSA) or other recognised regulatory authorities.	9.7.7	provide the Services without causing any annoyance, discomfort, interruption, or disturbance to other users of the Precincts, including the University Community, and will not prevent them from carrying out their normal activities, including but not limited to the academic processes such as lectures, study, research, conducting practical classes, or writing examinations;
9.4.2	All inspections, testing, and certification of the Equipment and/or Unit shall be carried out by a competent person.	9.7.8	inform the University in writing of every event, which
9.5	<u>Industry Bodies and Compliance Standards:</u>		
9.5.1	The Contractor shall ensure that all Personnel and operations comply with the standards and guidelines of relevant industry bodies, including:		



- could result in a position where the Contractor is unable to fulfil its obligations in terms of this Agreement;
- 9.7.9 use Commercially Reasonable Efforts not to engage in activities which would detract it from the proper performance of its duties in terms of this Agreement; and
- 9.7.10 ensure that it avoids any appointment or circumstances which may reasonably result in any conflict between its interests and those of the University.
- 9.8 Standard of Workmanship:
- 9.8.1 The Contractor shall ensure that all Work is carried out by competent Personnel in a professional and tradesman-like manner, conforming 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 Work (including those set out in this clause 9).
- 9.8.2 Subject to the provisions of clause 31.15.14, all Work shall be completed using quality materials that conform to trade standards and the University's specifications.
- 9.9 On or before the Effective Date of the Agreement, the Contractor shall produce documentary proof to the University that it has complied in all respects with the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993. The Contractor shall perform and comply with all the provisions of the Act and, more particularly, shall render all returns and pay all assessments for which it is liable in terms of such Act.
- 9.10 The Contractor must ensure that the Work meets the University's requirements as set out in this Agreement and a Work Order. At any time during the term of this Agreement, the University may audit the Contractor and its Personnel to ensure compliance with OHSA and to verify individuals' qualifications per trade.
- 10 ACCEPTANCE**
- 10.1 The University has the right to inspect the Services prior to accepting the Work.
- 10.2 Upon completion of the Work, the Contractor shall issue a written notice of completion ("**Notice of Completion**") to the University, detailing the Work performed and affirming that it meets the requirements set forth in this Agreement.
- 10.3 The University shall, from the receipt of the Notice of Completion, inspect and evaluate the Work to determine whether it complies with the contractual obligations of the Contractor. The University shall also have the right to request any necessary documentation or evidence to verify compliance.
- 10.4 During the University's inspection, the University shall ascertain that the Work meets the specified criteria.
- 10.5 The Work shall be deemed accepted if it conforms to the following criteria:
- 10.5.1 The Work must meet all requirements as outlined in this Agreement and the applicable Work Order.
- 10.5.2 All components of the Work must be fully operational and functional.
- 10.6 The Contractor will, at its cost, provide the University with such materials and facilities reasonably necessary to inspect the Services.
- 10.7 In the event that the Contractor unreasonably withholds or delays the inspection procedures, the University will have the exclusive right, but not the obligation, without prejudice to any of the University's rights, to cancel this Agreement and/or a Work Order, or claim damages, in order to safeguard its interests and protect its reputation.
- 11 DEFICIENCIES IN PERFORMANCE**
- 11.1 A Party who becomes aware of any Defect will notify the other Party within 7 (seven) Business Days after becoming aware of the Defect unless otherwise advised in writing by the University as may be necessary and as determined by the Services.
- 11.2 Within 7 (seven) Business Days after becoming aware of a Defect, or within such other time frame as may be agreed in writing by the Parties, the Contractor shall, at no additional cost to the University, promptly modify, correct, or repair the Defect. If the University provides written notification of the Defect, the Contractor shall take immediate and necessary action to rectify the Defect in a timely and diligent manner, using appropriate remedies such as repair, replacement, or re-performance of the Services.
- 11.3 To facilitate the resolution process, the University shall, upon receiving a written request from the Contractor, provide the Contractor with unrestricted access to the non-conforming Services as necessary to complete the correction. Additionally, the University may, upon reasonable written request from the Contractor, consider transferring title to any replaced parts or items to the Contractor.
- 11.4 Where required by the University, the Contractor will, at its own cost, provide the University with a replacement Services and/or Materials for the time that the affected Services and/or Materials are being repaired so as to prevent unexpected interruptions in the University's own day-to-day operations and business.
- 11.5 In the event that the Contractor is unable to repair the affected Work, it must replace the Work at no additional cost to the University.
- 11.6 If the Contractor is unable or unwilling to modify, correct, or repair a Defect or replace Work within the period as set out in clause 11.2, the University may, in addition to any other rights or remedies it may have at law,
- 11.6.1 by itself or through a third party, correct or repair the Defects or re-perform or replace the non-conforming Services at the Contractor's expense, or
- 11.6.2 require the Contractor to provide the University with a refund for all Work which do not conform or perform as warranted or is not fit for the purpose for which they were procured; or
- 11.6.3 enforce the provisions of clause 25,
- 11.7 The Contractor is responsible for the costs of modifying, repairing, replacing or correcting nonconforming Services, and for all related costs, expenses and damages including, but not limited to, the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, Acceptance of the nonconforming Services of the University's affected end-product; all freight charges; all customer charges; and all other corrective action costs (including costs of additional inspection or quality-control systems).
- 11.8 Unless explicitly stated otherwise in a written





agreement between the Parties, the Contractor must ensure uninterrupted provision of the Services until such time as the University deems them to be fit for the intended purpose for which they were acquired, meeting the required level of quality, and free from any Defects.

## 12 PERSONNEL

12.1 The Parties will each nominate a Representative responsible for the overall management, execution, and oversight of this Agreement, who will:

12.1.1 on reasonable notice, consult with each other on matters relating to the Agreement;

12.1.2 engage with each other to ensure that day-to-day decisions and approvals with respect to the Agreement are made timeously;

12.1.3 oversee the contract management of the Agreement, including oversight of the activities and responsibilities of the Personnel and Key Personnel;

12.1.4 accept and acknowledge all notices and correspondence relating to the Agreement; and

12.1.5 ensure that any administrative or compliance-related matters required in terms of this Agreement are carried out or completed timeously.

12.2 The Contractor must inform the University of the names of its Representative, Personnel, and/or Key Personnel authorised to provide the Services within 2 (two) Business Days of the Signature Date. The University may object on reasonable grounds to any such person assigned. Upon receipt of such objection, the Contractor must immediately assign alternative Personnel to act on its behalf.

12.3 The Contractor acknowledges that the provision of Key Personnel and a Representative by the Contractor, as specified in the Agreement, is critical to the Agreement.

12.4 If any of the Contractor's Key Personnel are unavailable at any time, the Contractor may provide a reasonable substitute, provided the Parties agree that such a substitute is suitable for the intended position.

12.5 The University will not be liable to the Contractor for any delay or failure to provide the Services either at all or in a timely manner, where such delay or failure is attributable to a breach by the Contractor resulting from non-fulfilment by the Contractor of its obligations under this clause 11.

12.6 The Contractor accepts full responsibility for its Personnel's actions and will ensure that such actions at no time place the Personnel or property, including the Information Technology Systems, and the reputation of the University in danger.

## 13 SUB-CONTRACTING

13.1 The Contractor acknowledges that the University prefers to contract directly with all service providers.

13.2 The Contractor must not sub-contract any of its responsibilities or obligations in terms of this Agreement, without the prior written consent of the University in each instance. Such consent does not relieve the Contractor of any of its obligations. The Contractor remains responsible to the University for the fulfilment of its obligations and responsibilities in terms of this Agreement, and it is responsible for the acts and omissions of its sub-contractor as if such are the acts and omissions of the Contractor.

13.3 If the Contractor 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.

13.4 The Contractor must ensure that any guarantees, warranties, or other undertakings given by a sub-contractor are transferable to the University and warrants that such guarantees will, on notice from the University, be transferred to the University.

13.5 The Contractor must ensure that each sub-contractor complies with all the terms of this Agreement as if it were the Contractor.

13.6 If the University consents to the Contractor entering into a sub-contract in terms of clause 13.2, the provisions of this Agreement will be applicable *mutatis mutandis* to the contract between the Contractor and such sub-contractor.

13.7 The Contractor hereby warrants and undertakes that its sub-contractors will comply with and will not breach any obligations of the Contractor in terms of the Agreement and that all the provisions of the Agreement relating to any sub-contractor will be expressly reflected in the sub-contracts.

13.8 In the event of the Contractor utilising the services of a sub-contractor, the University will make payment directly to the Contractor as per clause 24, and the Contractor agrees that liability and responsibility for any payment due to the sub-contractor will lie with the Contractor, and no third party will be entitled to seek payment directly from the University for Deliverables to the University.

13.9 The Contractor will stand as surety and co-principal debtor with any of its appointed sub-contractors for the due fulfilment of its obligations.

13.10 Any breach by the sub-contractor of the terms of this Agreement will be deemed

## 14 WARRANTIES

14.1 The persons signing this Agreement on behalf of a Party expressly warrant their authority to do so.

14.2 The Contractor warrants and represents that:

14.2.1 it holds the absolute legal and beneficial title in and to the Materials and has the unfettered right to supply and provide the Materials and to pass unencumbered right and/or title to the University;

14.2.2 it has the necessary skills, qualifications, expertise, financial resources, Personnel, capacity, knowledge, experience, resources, equipment, and infrastructure to provide the Services as required by the Agreement;

14.2.3 it is a member of all professional and other bodies as may be required by applicable legislation and/or relevant industry regulations pertaining to its business, and such membership is current and valid and will be maintained for the duration of the Agreement;

14.2.4 it holds, and will hold throughout this Agreement, all licences, certificates, permits, consents, approvals, and authorities required to perform its obligations pursuant to this Agreement;

14.2.5 in fulfilling its obligations under this Agreement, it will not infringe the intellectual property rights of any third party;



14.2.6	the University will receive the full benefit from OCM/OEM warranties for the Materials, including support and maintenance beyond this Agreement's duration. The Contractor warrants that it has the authority to provide these warranties on behalf of the OCM/OEM and agrees to obtain and/or transfer any requested OCM/OEM warranties for the University;		act or omission, the Contractor must reduce the effects of the virus or similar item and, if the virus or similar item causes loss of operational efficiency or loss of data, the Contractor must mitigate and restore such losses within 2 (two) Business Days. Any work required under this clause 14.2.11 will be considered part of the Services and the Contractor must perform such work without adjustment to the Fees.
14.2.7	it will comply with all applicable legislation in performing its obligations pursuant to this Agreement, including but not limited to:	14.3	A breach of any of the undertakings and/or warranties as set out in this Agreement will be deemed to be a material breach of the Agreement, entitling the University to, subject to the provisions of clause 25, terminate the Agreement. A termination under clause 14 will be without prejudice to any of the University's rights.
14.2.7.1	the Compensation for Occupational Injuries and Diseases Act 140 of 1993 ("COIDA"). The Contractor will, upon request by the University, produce written proof of its registration and good standing with the Compensation Commissioner, as defined in the COIDA;	14.4	The warranties contained in this Agreement are in addition to any other express, implied, and/or statutory warranties applicable to the Services,
14.2.7.2	the OHSA. The Contractor will, in terms of section 37(2) of the OHSA, be deemed to be an employer in its own right with duties prescribed in the OHSA and undertakes to procure that all work will be performed, and all equipment will be used in accordance with the provisions of the OHSA and any Regulations issued in terms of the OHSA;	<b>15 CONTRACT MANAGEMENT</b>	The Parties agree that the contract management protocol for this Agreement is set out in Annexure B (Scope of Work).
14.2.7.3	the Basic Conditions of Employment Act 75 of 1997 ("BCEA");	<b>16 RISK AND TITLE</b>	Without prejudice to rights of rejection under this Agreement and subject to clause 14, ownership of the Services and/or Materials, including the associated risks, will transfer to the University upon Acceptance and full payment by the University. The University will become the legal owner of the Services and/or Materials upon such transfer.
14.2.7.4	the Labour Relations Act 66 of 1995 ("LRA");	<b>17 UNIVERSITY PRECINCTS AND PROPERTY</b>	
14.2.7.5	the Data Protection Legislation; and	17.1	All Personnel, guests, invitees, or any other persons acting on behalf of the Contractor may not, without prior written consent of the University, be allowed access to the Precincts for the purposes of fulfilling the Contractor's obligations under the Agreement. The Contractor acknowledges and accepts that access granted by the University in terms of this clause will be limited to the purpose stated above and for no other purpose.
	all taxation legislation in respect of any taxes and levies which the government of the Republic of South Africa or any other authority may from time to time impose or increase. The Contractor 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, taxation in respect of any assessment of taxation, and any penalties or interest.	17.2	Whenever any of the Contractor, its Personnel, or any person acting on its behalf are present on the Precincts, the Contractor will ensure that such person(s) comply with all applicable Rules, including but not limited to:
14.2.8	it has not committed an act of insolvency as contemplated in section 8 of the Insolvency Act 24 of 1936;	17.2.1	the carrying of weapons, which is strictly prohibited;
14.2.9	it has full power and authority to accept its appointment as set out in clause 1 and perform its obligations pursuant to this Agreement;	17.2.2	the wearing of identification tags and the possession and use of access cards, which are required at all times whilst on the Precincts;
14.2.10	it is and must remain throughout the duration of the Agreement, the employer of all individuals who may work for the Contractor in providing the Services, and the Contractor will be solely responsible for the remuneration, insurance, and other obligations in respect of its Personnel.	17.2.3	occupational health, safety, and emergencies practices and protocols;
14.2.11	that it will use Commercially Reasonable Efforts:	17.2.4	the security of the Precincts and the protection of persons and property thereon;
14.2.11.1	to ensure that no viruses or similar items are coded or introduced into the systems or University Information Technology Systems used to provide the Services;	17.2.5	the driving and parking of vehicles on or about the Precincts;
14.2.11.2	not to introduce or code any viruses or similar items into any University Information Technology Systems or Services. If a virus or similar item is found and the presence of same is due to the Contractor's reckless or negligent	17.2.6	the utilisation of the University's amenities and facilities;
		17.2.7	the prohibition or restriction of activities and practices which are actually or potentially detrimental to the interests of the University;
		17.2.8	any reasonable instructions received from the University; and
		17.2.9	any and all other applicable requirements prescribed by the University from time to time.



- 17.3 Where applicable, the Contractor will pay to the University any charges levied by the University for the use or purchase of access cards and vehicle parking permits.
- 17.4 The University may require the Contractor to effect the immediate removal from the Precincts of any Personnel of the Contractor if the University, on reasonable grounds, deems it in the best interests of the University that such person is removed. The Contractor will ensure that such a person does not return to the Precincts. Removal by the Contractor of such person(s) will not be a ground for any relaxation/waiver of the Contractor's obligations under the Agreement.
- 17.5 The University reserves the right, at any given time and without prior warning, to search any or all of the Contractor's movable property, which includes but is not limited to vehicles, baggage, and containers entering or exiting the Precincts.
- 17.6 No gatherings by the Contractor's Personnel will be allowed in the Precincts.
- 17.7 The Contractor agrees that it will not remove any property of whatever nature from the Precincts without the prior written permission of the University.
- 17.8 All right and title in any plant, equipment, tools, appliances, or other property and items that the University provides to the Contractor to enable the Contractor to fulfil its obligations in terms of this Agreement remains the University's property and must only be used for the purposes of fulfilling the Contractor's obligations. Upon termination of this Agreement, the Contractor undertakes to return any plant, equipment, tools, appliances, or other property and items utilised by it to fulfil its obligations in terms of this Agreement, to the University.
- 17.9 The Contractor agrees at all times to keep the University's property in good order and condition, subject, in certain specified cases, to fair wear and tear.
- 17.10 The Contractor acknowledges and agrees that it is responsible and must compensate the University for any loss or damage to the University's property by the Contractor, its Personnel, its sub-contractors, or any other third party acting on behalf of the Contractor.
- 18 DOCUMENTATION**
- 18.1 The Contractor will provide the University with the Documentation required in order to enable the University to understand, use, and operate the Services and/or Materials (including but not limited to installation, commissioning, operation, and maintenance) and all revisions and updates to such information, from time to time.
- 18.2 The University must have the right to copy, reproduce, and generally use the Documentation for the purpose as set out in this Agreement and the implementation, use, and operation of the Services.
- 18.3 The right to copy, reproduce, and use the Documentation referred to in clause 18.2 will also extend to the University's sub-contractors and third-party suppliers, provided that such use is required for the purposes of providing services to the University.
- 18.4 The Contractor warrants that such reproduction and use of the Documentation will not infringe any of its or any third party's intellectual property rights.
- 19 CONFIDENTIALITY**
- 19.1 The Parties acknowledge that in terms of this Agreement, they may have access to each other's Confidential Information. Each of the Parties agrees that neither it nor any of its Personnel will at any time disclose or use, directly or indirectly, any Confidential Information of the other Party unless the Receiving Party first obtains written consent from the Disclosing Party or unless required by law or the lawful order of a court or governmental agency to do so. In this event, the Receiving Party will immediately give written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other remedy from the court or governmental agency.
- 19.2 Each of the Parties will, with respect to the Confidential Information:
- 19.2.1 will ensure that all reasonable security measures, and at least the same steps that it takes for the purposes of protecting its own proprietary and Confidential Information, are taken in order to safeguard the other Party's proprietary and Confidential Information from unauthorised access or use;
- 19.2.2 inform its Personnel of the confidentiality restraint set out in this clause 19 and ensure that they are subject to the same confidentiality undertaking;
- 19.2.3 restrict disclosure of Confidential Information to its Personnel who have a need to know such Confidential Information in order to provide the Services;
- 19.2.4 ensure that its Personnel exercise care appropriate for the protection of the Confidential Information;
- 19.2.5 upon request by the Disclosing Party, promptly deliver any and all records containing Confidential Information which is in the possession or control of the Recipient and its Personnel.
- 19.3 Except as expressly provided to the contrary elsewhere in this Agreement, the Parties will not acquire any proprietary or any other rights to any of the other Party's Confidential Information.
- 20 INTELLECTUAL PROPERTY**
- 20.1 The ownership of rights in and to all Background Intellectual Property will be and remains unaffected by this Agreement.
- 20.2 The University grants the Contractor a non-exclusive, non-transferable, revocable, royalty-free licence for the duration of this Agreement to use the University's Background Intellectual Property solely to the extent necessary to enable the Contractor to comply with its obligations hereunder.
- 20.3 Foreground Intellectual Property in the Services, including but not limited to all specific documentation, manuals, designs, reports, and plans specifically created or developed by the Contractor in the course and scope of this Agreement, is owned by the University.
- 20.4 Unless otherwise agreed, where such Foreground Intellectual Property incorporates the Contractor's Background Intellectual Property, the Contractor hereby grants to the University (including its third-party service providers) a royalty-free, perpetual, non-exclusive licence to perform any lawful act, including the right of use of the Contractor's Background Intellectual Property.
- 20.5 The Contractor 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.	21.3.5	where appropriate, ensure the proper disposal of information belonging to the University;
20.6	Any sub-contract the Contractor enters into in relation to this Agreement must contain a condition that the sub-contractor agrees to assign to the University all rights in any Foreground Intellectual Property created by it for the purposes of this Agreement.	21.3.6	preserve the integrity of any information belonging to the University and prevent the corruption, destruction, or loss of such information at all times; and
20.7	The Contractor will not use the University's names, trademarks, logos, or other Intellectual Property in publicity releases, publications, advertising materials, or in any other manner, without the prior written consent of the University in each instance.	21.3.7	ensure that all sub-contractors of the Contractor, if any, comply with the provisions of this clause 20.9.
20.8	The Contractor will not use, register, or attempt to register any trademarks, company, business, or trading names or domain names which are identical, similar to, or incorporate the University name, trademarks, and logos, without the University's prior written consent; and	21.4	The Contractor must report to the University orally and confirm in writing any actual and/or suspected breaches, such as security incidents, unauthorised access, or disclosure of Confidential and/or Personal Information, immediately upon discovery of the unauthorised disclosure, but in no event more than 2 (two) days after the Contractor reasonably believes there has been such unauthorised use or disclosure.
20.9	The Contractor acknowledges and accepts that it will not acquire, nor claim, any right, title, or interest in or to the University name and logos or the goodwill attaching to them by virtue of this Agreement.	21.5	Where the Contractor (including the Contractor's Personnel) is given access (whether direct or remote) to any University Information Technology Systems under or in connection with the Agreement, the Contractor will (and must ensure that the Contractor's Personnel):
<b>21 DATA PROTECTION</b>		21.5.1	comply with the Rules, requirements, or other instructions of the University or, where applicable, the University's third-party suppliers, regarding the use of such University Information Technology Systems;
21.1	In performing its obligations under this Agreement, the Parties will:	21.5.2	only use the University Information Technology Systems in connection with the proper delivery of the Services;
21.1.1	comply with the provisions of the Data Protection Legislation insofar as it is applicable to this Agreement;	21.5.3	not permit any other individual or entity to access the University Information Technology Systems;
21.1.2	not process Personal Information for any purpose other than that which may be required to perform their obligations under this Agreement and ensure that such processing will not place either Party in breach of any Data Protection Legislation.	21.5.4	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
21.2	The Contractor will:	21.5.5	not reverse engineer, deconstruct, decompile, deactivate, or disable any University Information Technology Systems or introduce any viruses or other similar code, or take any other action that would cause any damage or harm to any Information Technology Systems of the University.
21.2.1	only act on the express instructions of the University in collecting, processing, and utilising any Personal Information, and this Agreement will constitute such instructions;	<b>22 RECORDS AND AUDIT</b>	
21.2.2	not disclose or otherwise make available any Personal Information to any third party other than authorised Personnel or sub-contractors who require access to such Personal Information strictly in order for the Contractor to carry out its obligations pursuant to this Agreement, and ensure that such Personnel and any other persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to the Personal Information.	22.1	The Contractor must keep and maintain, both during the term of the Agreement and for up to 5 (five) years following termination or expiry of the Agreement, full and accurate records of its performance of the Agreement.
21.3	The Contractor must be responsible for establishing and maintaining an information security programme that is designed to:	22.2	The Contractor must, on request, afford the University, the University's auditors, or its duly authorised representatives such access to those records as may be required in connection with the Agreement.
21.3.1	ensure the security and confidentiality of all Personal Information and any University information (including any back-ups, where applicable) by the use of encryption for such information in transit and rest;	<b>23 PENALTIES</b>	
21.3.2	protect against any anticipated threats or hazards;	23.1	In the event that the Contractor fails to meet any of the obligations contained in the Agreement, the Contractor will be liable to compensate the University for penalties as stipulated in a Work Order, if applicable.
21.3.3	protect against unauthorised access to, disclosure, or use of any University information;	23.2	To the extent that any provision of the Agreement is considered to be, or qualifies as, a penalty stipulation in terms of the Conventional Penalties Act 15 of 1962, as amended:
21.3.4	ensure the proper separation of information belonging to the University from any third-party information;	23.2.1	the Agreement will not be construed or interpreted





	in such a way as entitling the University to recover both damages and the penalty;		
23.2.2	the University will be entitled to recover damages in lieu of the relevant penalty;		
23.2.3	the University will not be obliged to accept defective or delayed performance by the Contractor; and		
23.2.4	the Contractor acknowledges and agrees, having taken account of the prejudice that will be suffered by the University, that the penalty stipulation is fair and equitable in the circumstances.		
<b>24</b>	<b>FINANCIAL TERMS</b>		
24.1	<u>Fees:</u>		
24.1.1	The Fees, as set out in Annexure C (Fees), including the Word Order, consist of the Contractors' charges, in respect of the Services and Materials.		
24.2	<u>Administration Process:</u>		
24.2.1	<i>Invoicing Period.</i>		
24.2.1.1	Upon the final completion of the Work, the Contractor shall submit the invoice for this Work within 30 (thirty) days from the completion date of the Work.		
24.2.1.2	The University will not be liable to pay any invoice submitted more than 60 (sixty) days after completion of the Services unless the University has agreed in writing that late invoices may be submitted.		
24.2.2	The Contractor must ensure that supporting documents have been approved by the University and are annexed to the invoice. The supporting documents include, but are not limited to:		
24.2.2.1	the original schedule of rates;		
24.2.2.2	workbook sheets; and		
24.2.2.3	original invoices from the Contractor's suppliers for materials, hired equipment;		
24.2.2.4	any other supporting documentation required by the University.		
24.2.3	Payment will be made against invoices submitted by the Contractor.		
24.2.4	On condition that the University is satisfied that the Contractor has:		
24.2.4.1	provided the Services and/or Materials in accordance with the provisions of Annexure B (Scope of Work), and the University has accepted the Services and/or Materials; and		
24.2.4.2	provided the Services that are fit for the purpose for which they were procured, of suitable quality and within budget as set out in Annexure C (Fees) and the Work Order; and		
24.2.4.3	the University has approved the payment of the amounts reflected on an invoice in writing,		
24.2.4.4	the University will settle the invoice within 30 (thirty) days after presentation.		
24.2.5	In order to ensure efficient financial transactions, the University shall promptly notify the Contractor in the event of any discrepancies or disagreements regarding invoices. The University and the Contractor will work collaboratively to resolve such issues, and once mutually resolved, the University		
			shall promptly make payment for the undisputed amount. In the event that the University and the Contractor are unable to reach a resolution regarding the disputed invoice, the matter will be referred to in accordance with the provisions of clause 30.
		24.2.6	Fees, including those charges, damages, and penalties described in this Agreement, to be paid by or retained from the Contractor may, at the University's option, be set off against any amounts due and payable by the University to the Contractor.
		24.2.7	Subject to the provisions of clause 24.2.4, the University will effect payment by direct or electronic deposit into the nominated account of the Contractor, stipulated on its invoice.
		24.2.8	Where applicable and in the event of the Contractor's Personnel become involved in any strike, stay-away or other action, where no, or only partial service is rendered, the Fees for the period concerned will be adjusted accordingly and the Contractor must present revised invoices for payment at the end of the month in which the partial or no service, as the case may be, was rendered.
		24.2.9	The Contractor agrees that the University will deduct from the amount due by it in terms of this Agreement, or any other amount that it is required by law to deduct.
		<b>25</b>	<b>BREACH AND TERMINATION</b>
		25.1	Should a Party commit a material breach of the Agreement, then the aggrieved Party will be entitled to require the defaulting Party to remedy the breach within 7 (seven) Business Days of delivery of a written notice requiring it to do so, or within any other reasonable period agreed to between the Parties.
		25.2	If the defaulting Party fails to remedy such breach within the period specified in the breach notice, the aggrieved Party will be entitled to cancel this Agreement and to claim damages, alternatively, to claim immediate specific performance of the defaulting Party's obligations. The foregoing is without prejudice to such other rights as the aggrieved Party may have in law.
		25.3	If the Contractor 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, to withhold all payments due and payable to the Contractor until such time as the Contractor has provided the Services to the satisfaction of the University.
		25.4	The University will be entitled to terminate this Agreement with immediate effect, should the Contractor:
		25.4.1	be placed under compulsory or voluntary winding-up or business rescue, to the extent permitted by applicable law; or, being a natural person, commit an act of insolvency, or be provisionally or finally sequestrated; or
		25.4.2	suffer any judgement to be obtained against it and allow such judgement to remain unsatisfied or fail to apply for the rescission thereof within a period of 10 (ten) Business Days from the time the judgement was obtained; or
		25.4.3	do or suffer any act or thing whereby the University's rights or interests may be prejudiced, or which might cause the University to suffer any loss or damage.



- 25.5 On termination or expiry of the Agreement for any reason, the Contractor must:
- 25.5.1 immediately deliver to the University all Services, whether or not then complete, and return all University information (together with all copies thereof). Until they have been returned or delivered, the Contractor will be solely responsible for their safekeeping and will not use them for any purpose not connected with this Agreement; and
- 25.5.2 if so, required by the University, subject to the applicable fees as agreed between the Parties in writing, assist the University with the seamless transition of providing the Services to an incoming supplier. All applicable terms and conditions of this Agreement will apply to such transition services.
- 25.6 Upon termination of the Agreement, the Contractor will only be entitled to be paid for the Services provided on a *quantum meruit* basis and will not have any claim of any nature whatsoever against the University for any additional consideration and/or related payments which would have been payable had the Services been provided in full in terms of the Agreement.
- 25.7 If the University terminates this Agreement as provided for hereunder, the University's sole liability to the Contractor, and the Contractor's sole and exclusive remedy, is payment for Services received that have been completed and accepted by the University before the date of termination. The University may also require Contractor to transfer title and deliver to the University any or all property produced or procured by Contractor to perform this Agreement.
- 26 LIMITATION OF LIABILITY**
- 26.1 Without limiting any other obligation of the Contractor under this Agreement or otherwise, the Contractor must do all that is commercially reasonably necessary within the course and scope of this Agreement to prevent or minimise the risk of loss or damage to property, University data/information and Personal Information, the University's reputation, and injury to persons.
- 26.2 The Contractor will be liable for any loss of, or damage to, its, and/or the University's property or any financial loss suffered by it, and/or the University or for claims arising out of any damage to property or death or injury to any person, in the course and scope of providing the Services and/or for any act or omission by the Contractor and/or its Personnel and/or agents.
- 26.3 The Contractor hereby indemnifies the University:
- 26.3.1 against any breach or alleged breach of any representation, warranty, or obligation of the Contractor under this Agreement;
- 26.3.2 the Contractor's insurance obligations pursuant to clause 27;
- 26.3.3 for damage sustained by it and any of its Personnel in the course or scope of that individual's employment and whilst being on the Precincts. Save where such injury, loss, or damage is caused by the gross negligence and wilful misconduct of the University or its Personnel;
- 26.3.4 against all claims of whatsoever nature and howsoever arising which may be made against the Contractor and/or the University by any Personnel of the Contractor for any injury (whether physical, disease, psychological or otherwise) or loss or damage sustained by that Personnel member in the course or scope of that Personnel's employment
- and whilst being on the Precincts;
- 26.3.5 in respect of all actions, proceedings, liabilities, claims, damages, costs, and expenses arising out of the acts and/or omissions of its Personnel, guests, invitees, or any other person acting on behalf of the Contractor; and
- 26.3.6 from any liability arising from:
- 26.3.6.1 any breach of laws or regulations by the Contractor that is applicable to providing the Services;
- 26.3.6.2 any breach of labour legislation, including but not limited to the BCEA, the LRA, the Employment Equity Act No. 55 of 1998, and payment of any contributions in terms of the Unemployment Insurance Act No. 30 of 1966 and payment of any subscription to any relevant Bargaining Council that has or might have jurisdiction, as well as compliance with any Collective Contract concluded by such Bargaining Council;
- 26.3.6.3 any breach of environmental legislation (where applicable);
- 26.3.6.4 any breach of the Data Protection Legislation and the provisions of clause 20.9 above;
- 26.3.6.5 any breach of the Income Tax Act;
- 26.3.6.6 work-related injury or death caused by the Contractor, including payment of any contributions or compensation as a result of any injury sustained by any Personnel of the Contractor in terms of the COIDA and compliance with all safety regulations in terms of the OHSA;
- 26.3.6.7 any claim by a third party that the Contractor infringes upon its proprietary intellectual property rights or any other rights;
- 26.3.6.8 the Contractor's failure and/or refusal to meet the payment of any levies, contributions, or subscriptions to the applicable institutions in terms of any legislation; and/or
- 26.3.6.9 costs incurred by the University in connection with the enforcement of this clause 26.
- 26.4 The Parties record that the University has insured itself against the acts and omissions of persons acting on its behalf within the course and scope of the University's business. The University's maximum liability will be limited, whether for a single or multiple events, to the extent of its insurance cover herein.
- 26.5 Notwithstanding anything to the contrary contained in this Agreement, the University shall not be liable to the Contractor for any special, indirect, incidental and/or consequential damages arising from the losses or damages, including without limitation loss of profit, revenue, anticipated savings, business transactions, goodwill or other contracts whether arising from the negligence or breach of this Agreement by the University.
- 27 INSURANCE**
- 27.1 The Contractor warrants that it has and will maintain the following insurance cover, which includes indemnities for the liabilities in clause 26 and which adequately insures against all the liabilities imposed by this Agreement to the satisfaction of the University's insurance brokers, for the duration of this Agreement:



- 27.1.1 insurance covering its liability to any Personnel, as contemplated in COIDA;
- 27.1.2 public liability insurance cover;
- 27.1.3 any other insurance cover deemed necessary by the University's insurers that will adequately make provision for any possible losses and/or claims arising from its Personnel and/or omissions on the University;
- 27.1.4 professional indemnity insurance;
- 27.1.5 general and commercial liability insurance, which includes but is not limited to defective workmanship, public liability, products and equipment liability, data protection, cyber risk insurance, bodily injury and death, and property damage.
- 27.2 Where applicable, the Contractor must ensure that any sub-contractors also maintain adequate insurance having regard to their obligations under this Agreement.
- 27.3 Before starting Work under this Agreement, the Contractor shall be fully insured against loss or damage to the Contractor's vehicles, tools, and any other equipment owned or operated by the Contractor.
- 27.4 The Contractor agrees to provide a certificate of proof of the insurance as set out in clause 27.1, a copy of the policy itself as well as any further documentation as may reasonably be requested by the University.
- 27.5 Should the Contractor fail to effect and/or keep in force to the satisfaction of the University and its insurance brokers any of the insurances it is required to effect and maintain under this Agreement, or fail to provide satisfactory evidence and/or copies of policies in terms of clause 27.3, this action would constitute a material breach by the Contractor.
- 28 FORCE MAJEURE**
- 28.1 In the event of any failure, interruption, or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party (the "**Affected Party**") must promptly notify the other Party in writing specifying:
- 28.1.1 the nature of the Force Majeure Event;
- 28.1.2 the anticipated delay in the performance of obligations;
- 28.1.3 the action proposed to minimise the impact of the Force Majeure Event;
- and the Affected Party will not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party will use all reasonable efforts to minimise the effects of the same and will resume the performance of its obligations as soon as reasonably possible after the removal of the cause.
- 28.2 If the Force Majeure Event continues for 42 (forty-two) Business Days, either Party may terminate at 7 (seven) Business Days' notice.
- 28.3 In circumstances where a Party is an Affected Party, it will be relieved from any obligation to make payments under this Agreement, save to the extent that payments are properly due and payable for obligations actually fulfilled in accordance with the terms and conditions of this Agreement.
- 29 ADDRESSES AND NOTICES**
- 29.1 The Parties choose as their *domicilia citandi et executandi* for the purpose of giving or serving any notice (other than communication of day-to-day operational matters in relation to the rendering of the Services) the addresses set out in section 9 of Annexure A (Contract Data).
- 29.2 For purposes of this clause 29, the word "notice" will include a notice regarding a dispute, demand, breach, renewal, or termination.
- 29.3 All notices given in terms of this Agreement will be in writing, and any notice given by any Party to another Party (the "**addressee**") which:
- 29.3.1 is delivered by hand between the hours of 09h00 and 17h00 on any Business Day to the addressee's physical *domicilium* for the time being, and will be deemed to have been received by the addressee on the first Business Day after the date of delivery. Delivery outside the said hours will not constitute proper delivery;
- 29.3.2 is mailed by pre-paid registered mail from an address within the Republic of South Africa to the postal *domicilium* address for the time being, will be deemed to have been received by the addressee on the 10th (tenth) Business Day after the date of such despatch;
- 29.3.3 is delivered by email to the addressee's e-mail *domicilium*, will be deemed to have been received by the addressee only once the addressee has acknowledged receipt thereof in writing, with an automatic "read receipt" not constituting acknowledgement of an e-mail for purposes of this clause 29.3.3.
- 29.4 Either Party will be entitled, from time to time, by giving written notice to the other, to vary its *domicilium* to any other physical and postal address within South Africa and any other e-mail address.
- 30 SETTLEMENT OF DISPUTES**
- 30.1 The Parties will negotiate in good faith to resolve any disputes that may arise out of this Agreement.
- 30.2 Each Party will inform the other in the event of any perceived or potential dispute occurring.
- 30.3 Within a period of 14 (fourteen) days after the date on which a dispute arises ("**Dispute Date**"), the Parties' Representatives or Directors will meet to discuss the dispute and will endeavour to resolve the dispute amicably. Each Party undertakes at such meeting to make full disclosure to the other of all information and records relating to the dispute.
- 30.4 If the Parties are unable to resolve the dispute amicably within 30 (thirty) days from the Dispute Date, either Party may refer the dispute to the University's Vice-Chancellor or his nominee and the Contractor's Chief Executive Officer or his duly appointed nominee, who will use their best endeavours to resolve the dispute.
- 30.5 If the individuals referred to in clause 30.4 are unable to resolve the dispute within a period of 30 (thirty) days after it has been referred to them, either Party may submit the matter for mediation. The Parties 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 by the Parties equally. The determination by the mediator will be final and binding and must be carried into effect by the Parties.



30.6 If the mediator is unable to resolve the dispute or difference to the mutual satisfaction of the Parties, the Parties will submit to the jurisdiction of the South Gauteng Local Division of the High Court of South Africa in regard to such dispute or difference.

30.7 Nothing in this clause 30 shall preclude any Party from seeking urgent interim relief from a court of competent jurisdiction.

### 31 GENERAL PROVISIONS

**31.1 Governing Law.** This Agreement is governed by the laws of the Republic of South Africa, and any disputes will be subject to the provisions of clause 30 without giving effect to any conflict of laws.

#### 31.2 Entire Agreement

31.2.1 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.

31.2.2 This Agreement will prevail over, cancel, and supersede all terms and conditions, whether written, oral, or implied, not contained in this Agreement, which the Contractor may seek to incorporate in the Agreement in whatsoever manner. In particular, the Contractor's standard terms and conditions (including but not limited to any quotations, invoices, or standard supplier contracts) will not apply to this Agreement.

#### 31.3 Variation and Cancellation

31.3.1 No amendment, variation, or consensual cancellation of this Agreement, including an amendment to this clause 31.3, and no settlement of any disputes arising under this Agreement will be binding unless recorded in writing and signed by the Parties.

31.3.2 For the purposes of this clause 31.3, "writing" will exclude any written document that is in the form, either wholly or partly, of a data message as defined in the Electronic Communications and Transactions Act 25 of 2002; as amended or substituted.

**31.4 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.

#### 31.5 Indulgences

31.5.1 If either Party at any time breaches any of its obligations under this Agreement, the aggrieved Party:

31.5.1.1 may at any time after that breach exercise any right that became exercisable directly or indirectly as a result of the breach unless the aggrieved Party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right. In particular, acceptance of late performance will be provisional only, and the aggrieved Party may still exercise that right during that period;

31.5.1.2 will not be estopped (i.e., precluded) from exercising its rights arising out of that breach, despite the fact that it may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

**31.6 Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute a single instrument. By signing this Agreement electronically, the Parties agree to the acceptance of the terms and conditions of this Agreement as if it were physically signed by them by hand and in writing.

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

#### 31.8 Assignment, cession, and delegation.

31.8.1 The Contractor must not cede, assign, or delegate any of its rights, responsibilities, or obligations to any other party, including subcontractors, without the prior consent of the University. If such consent is given to the Contractor, the Contractor 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.

31.8.2 The University may cede its rights or delegate its obligations to any other party.

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

**31.9 Remedies.** No remedy conferred by this Agreement is intended to be exclusive of any other remedy that is otherwise available under any law. Each remedy will be cumulative and in addition to every other remedy given under this Agreement or any existing or future law. The election of any one or more remedies by one of the Parties will not constitute a waiver by such Party of the right to pursue any other remedy.

**31.10 Costs.** The Parties will each pay their own costs of negotiating, drafting, preparing, and implementing this Agreement.

**31.11 Severance.** If any provision of this Agreement, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby and the Parties will endeavour in good faith to agree an alternative provision to the void, illegal or unenforceable provision.

**31.12 Survival of Rights, Duties and Obligations.** Termination of this Agreement for any cause will not release a Party from any liability which at the time of termination has already accrued to such Party or which thereafter may accrue in respect of any act or omission prior to such termination.

**31.13 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 will be bound by this Agreement.

**31.14 Change Control.** If at any time while this Agreement is in force the major portion of the assets of the Contractor is disposed of or the majority shareholding or the business of the Contractor is transferred or there is a change of management control of the Contractor, the





	Contractor will notify the University forthwith, giving details, whereupon the University will be entitled but not obliged to terminate the Agreement forthwith without payment to the Contractor of any damages whatsoever resulting from such termination.			each instance be complete and accurate in all respects.
31.15	<b>Integrity, Transparency, and Fair Business Practice.</b>	31.15.9		Should it be deemed by the University that a conflict of interest concern exists or has come into existence in relation to the Agreement, the University and the Contractor must take all reasonable commercial steps necessary to attempt to resolve such conflict of interest concern.
31.15.1	The Contractor is required to submit to the University, annually, a valid B-BBEE certificate issued by a South African National Accreditation System ("SANAS") accredited B-BBEE verification agency; or a Sworn Affidavit in the case of the Contractor is an Exempted Micro Enterprise ("EME") or in the case of the Contractor being a greater than or equal to 51% (fifty-one per cent) Black Owned Qualifying Small Enterprise ("QSE").	31.15.10		Where it is not reasonably possible to so resolve such a conflict of interest concern, the University will, in its sole and absolute discretion, be entitled to terminate this Agreement, in which event the Contractor will not have any claim whatsoever against the University of any nature.
31.15.2	In instances where a QSE or an EME has black/black women ownership that is held through a trust, an employee share ownership programme/scheme or a broad-based ownership scheme, the University reserves the right to request proof of compliance of such a programme/scheme/trust with the requirements of the Code Series 100 of the Broad-Based Black Economic Empowerment Act and Codes of Good Practice as amended from time to time. The proof of compliance must be in the form of an ownership verification certificate issued by a SANAS-accredited B-BBEE verification agency.	31.15.11		The Contractor agrees that in connection with the Services to be provided under this Agreement:
		31.15.11.1		to comply with all applicable laws and regulations in the Republic of South Africa regarding anti-bribery and corruption; not to offer, promise, give, request, accept, or receive bribes, including facilitation payments;
		31.15.11.2		to disclose immediately all bribes, offers of bribes, or suspicions of bribery or corruption regarding this Agreement;
		31.15.12		The Contractor represents and warrants that it has policies and procedures in place consistent with acceptable industry standards for the avoidance, mitigation, detection, and disposition of Counterfeit Materials to ensure that none of the Services furnished under this Agreement are Counterfeit Materials.
31.15.3	The Contractor undertakes to notify and provide full details to the University in the event that there is:	31.15.13		The Contractor warrants that only new, unused, authentic, genuine, and legitimate items must form part of the Services supplied to the University.
31.15.3.1	a negative change to the Contractor's B-BBEE rating, which is less than its B-BBEE status was at the time of its appointment, including the impact thereof;	31.15.14		The Contractor warrants that it will only purchase or source items directly from OCM/OEMs, OCM/OEM authorised (e.g., franchised distributors or aftermarket manufacturers). The use, purchase, or sourcing of items from non-OCM/OEM authorised Independent Distributors or brokers is not permitted unless first approved in writing by the University. The Contractor must present compelling support for its request to use such non-OCM/OEM authorised suppliers for the University's approval (including but not limited to OCM/OEM documentation that authenticates supply chain traceability of the items to the OCM/OEM) and include in its request all necessary actions that it will take to ensure those items thus procured are new, unused, authentic, genuine, and legitimate items.
31.15.3.2	a corporate or internal restructure or change in control of the Contractor which has impacted, or is likely to impact, negatively on the Contractor's B-BBEE rating.			
31.15.4	The Contractor must issue the notice and relevant details required in clause 31.15.1 within 30 (thirty) days from the date the event occurred.	31.15.15		The Contractor represents and warrants that at the Commencement Date, neither the Contractor nor its Personnel, its sub-contractors, nor other persons associated with it, including but not limited to its own suppliers:
31.15.5	The University reserves the right to, in its sole discretion, call upon the Contractor to provide details regarding its shareholding, management, and related information in order to verify that the Contractor is not engaging in fronting practices or other practices that are designed to circumvent the B-BBEE Act and the South African Department of Trade and Industry Codes of Good Practice.	31.15.15.1		has been convicted of any criminal offence; and
31.15.6	Should there be any negative change to the Contractor's B-BBEE rating, and should the Contractor fail to comply with its reporting obligations in terms of clause 31.15.3, the University reserves the right to terminate this Agreement with immediate effect.	31.15.15.2		having made reasonable enquiries, to the best of its knowledge and belief, has not been or is not the subject of any investigation, inquiry, or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
31.15.7	The Contractor must immediately notify the University during the subsistence of this Agreement upon becoming aware of any changes in circumstances which may give rise to a conflict of interest.	31.15.16		The Contractor must notify the University by written notice as soon as it becomes aware of any breach of this Agreement.
31.15.8	The Contractor agrees that it will immediately provide to the University such information as may be requested by the University for the purposes of checking for conflicts of interest, and the Contractor warrants that such information so provided will in			



- 31.15.17 The Parties agree that a breach by the Contractor of any of its obligations or warranties under clause 31.15 is a material breach of this Agreement, irrespective of the level of financial loss, deprivation of benefit, or exposure to liability to which such breach would or potentially would give rise.
- 31.15.18 Either Party desiring to issue a news release or advertisement or another form of media publicity in relation to this Agreement must obtain the written consent of the other Party prior to the release of such publicity, which written consent will not be unreasonably delayed or withheld.
- 31.15.19 The Contractor (and its Personnel) undertakes and agrees that for the duration of this Agreement and after the termination thereof:
- 31.15.19.1 not to make any disparaging remarks, derogatory statements, or any other comments privately or publicly about the University via any social media site or any other platform; and
- 31.15.19.2 to immediately remove any reference to the University of whatsoever nature that the Contractor or its Personnel have made via any social media site or any other platform.
- 31.16 **Survival of Provisions.** Clauses 14.2.7, 19, 20, 21, 22, 26, 27, 30, 31.1 and 31.15 of this Agreement will survive termination.
- 31.17 **Good Faith.** Each of the Parties undertakes with each of the others to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

## ANNEXURE A: CONTRACT DATA

### 1. SIGNATORIES

For the University	
Signature(s)	
Full Name(s)	
Capacity	
Signature Date	
Place	

For the Contractor	
Signature(s)	
Full Name(s)	
Capacity	
Signature Date	
Place	

### 2. INTRODUCTION

2.1. This Annexure A (Contract) Data is made pursuant to the Terms and Conditions concluded between the University and the Contractor.

### 3. DEFINITIONS AND INTERPRETATION

3.1. In this Annexure A (Contract Data), unless the context otherwise requires, terms used but not defined in this Annexure A: Contract Data will have the meanings given to them in the Terms and Conditions.

### 4. CONTRACTOR DETAILS

Full Registered Name:	To be inserted
Registration Number:	To be inserted
Country of Incorporation:	Republic of South Africa

### 5. TERM AND TERMINATION

#### 5.1. Term

Commencement Date:	To be inserted, notwithstanding Signature Date
Termination Date:	To be inserted
Contract Term:	[To be inserted years]

**6. DETAILS OF INSURANCE COVER**

To be inserted

**7. CONTRACTOR'S KEY PERSONNEL**

Full Name & Position	Contact Details	Area of Responsibility
Name: To be inserted Position: To be inserted	Mobile: To be inserted Email: To be inserted	To be inserted
Name: To be inserted Position: To be inserted	Mobile: To be inserted Email: To be inserted	To be inserted

**8. REPRESENTATIVES**

Details	University	Contractor
Name:	To be inserted	To be inserted
Position:	To be inserted	To be inserted
Tel:	To be inserted	To be inserted
Email:	To be inserted	To be inserted

**9. DOMICILIUM CITANDI ET EXECUTANDI**

**9.1. Address for Operational Correspondence**

The University	
Marked for the attention of:	To be inserted
Electronic mail address:	To be inserted
Physical Address:	OFMD Building. The University of Witwatersrand, Johannesburg

The Contractor	
Marked for the attention of:	To be inserted
Electronic mail address:	To be inserted
Physical Address:	To be inserted

**9.2. Address for the Service of Legal Documents**

The University	
Marked for the attention of:	Director Legal Services
Electronic mail address:	To be inserted
Physical Address:	5th Floor, Room 5006A, Solomon Mahlangu House East Campus, Braamfontein, Johannesburg 2050

The Contractor	
Marked for the attention of:	To be inserted
Electronic mail address:	To be inserted
Physical Address:	To be inserted



**ANNEXURE B: SCOPE OF WORK**

To be inserted

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**ANNEXURE C: FEES**

**1. FEES**

1.1. Overview

- The pricing contained in section 1.3 the maximum that the Contractor can charge the University.
- The Contractor agrees not to increase the prices specified in this Agreement unilaterally.
- The Contractor acknowledges and accepts that the pricing is all-inclusive and includes all costs and charges associated with the Annexure B (Scope of Work) and in a Work Order.
- The prices for the Services must include VAT, all other taxes (as far as they are applicable), and insurance as required.
- All costs must be firm from the date of receipt of a Work Order issued by the University; no additional costs will be accepted by the University.

1.2. Fee Adjustment Provisions [Exchange Rate Fluctuation Provisions and/or Annual Increases]

The labour rates reflected in the priced Bill of Quantities ("**BoQ**") shall remain fixed and firm for the full duration of this Agreement, and no escalation shall be permitted in respect thereof. The University reserves the right, in its sole and absolute discretion, to reject any request for adjustments arising from fluctuations in the rate of exchange (ROE) as proposed by the Contractor. The Contractor expressly acknowledges and agrees that any increase in costs, whether in respect of spares or otherwise, attributable to exchange rate fluctuations shall not be deemed to be guaranteed or automatically accepted by the University. Accordingly, the Contractor shall bear the sole risk and liability for any such fluctuations and shall have no claim against the University in respect thereof.

1.3. Detailed Bill of Quantities

To be inserted