SERVICE LEVEL AGREEMENT

between

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA THROUGH ITS NATIONAL DEPARTMENT OF HEALTH

(hereinafter referred to as “the NDoH”)

herein represented by Ms Malebona Precious Matsoso
in her capacity as DIRECTOR-GENERAL and duly authorised.

and

____________________________________
(hereinafter referred to as “the Service Provider”)

herein represented by ____________________

in his / her capacity as________________________ and duly authorised.

Regarding

Appointment of a Panel of Coordinating Professional Project Manager for a period of 12 months to coordinate development and delivery process for the health establishments listed in Annexure F
WHEREAS the NDoH wants to achieve the following objectives:

1. To upgrade and/or rebuild district hospitals and to build one new hospital in National Health Insurance (NHI) Pilot Districts as part of a larger process to ensure that health care infrastructure can fully support the full introduction of the NHI.
2. To create a panel of Coordinating Professional Project Managers to provide the technical support for Hospitals in the National Health Insurance Pilot Districts on an “as instructed” basis within the next 12 months.

AND WHEREAS the NDoH has appointed ________________________ as the Service Provider to achieve the abovementioned objectives;

AND WHEREAS the Service Provider has the capacity and wishes to achieve the abovementioned objectives in terms of this Service Level Agreement (“SLA”).

NOW THEREFORE the Parties wish to enter into a SLA to formalise the agreement as follows:

1. DEFINITIONS

1.1 “Contract” means collectively the letter of acceptance dated ____________, including the general terms issued under Tender NDoHF 01/2014-15 as published in the State Tender Bulletin and the bidding documents submitted by the Service Provider;

1.2 “Date of commencement” means the date on which this SLA will come into effect, which is the date of signature of the Party signing last;

1.3 “Director-General” means a person appointed as the Accounting Officer of the National Department of Health;

1.4 “NDoH” means the National Department of Health;
1.5 “PFMA” means the Public Finance Management Act, 1999 (Act No. 1 of 1999) as amended;

1.6 “Parties” means the NDoH and the Service Provider;

1.7 “Service Provider” means ________________________________; and

1.8 “this Agreement” means this SLA including all annexures and amendments as agreed to by the parties in writing and signed from time to time.

2. PURPOSE / OBJECTIVES OF SLA

The purpose of this SLA is to regulate the relationship between the NDoH and the Service Provider by ensuring that the objectives of the NDoH are met.

3. INTERPRETATION

In this SLA:

3.1 the headings of the clauses in this SLA are for the purpose of convenience and reference only and shall not be used in the interpretation nor to modify nor amplify the terms of this SLA nor any clause hereof, unless a contrary intention clearly appears;

3.2 words importing any one gender includes the other gender, singular includes the plural and vice versa, and natural persons include created entities (incorporated or unincorporated) and the state;

3.3 any reference in this SLA to “date of signature hereof” shall be read as meaning a reference to the date of the last signature of this SLA;

3.4 all schedules and annexures hereto shall be deemed to be incorporated herein and shall form an integral part hereof;
3.5 where a number of days is prescribed in this SLA, it shall consist of business days exclusive of Saturday, Sunday or South African public holiday and shall be reckoned exclusively of the first and inclusively of the last day;

3.6 where a day upon or by which any act is required to be performed is not a business day, the parties shall be deemed to have intended such act to be performed upon or by the first business day thereafter;

3.7 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

3.8 where annexures or definitions of this SLA contain a substantive provision conferring rights and/or obligations, effect shall be given thereto as if it forms part of the main body of this SLA;

3.9 expressions defined in this SLA shall bear the same meanings in annexures or schedules to this SLA which do not themselves contain their own definitions; and

3.10 where any term is defined within the context of any particular clause in this SLA, it shall bear the meaning ascribed to it for all purposes in terms of this SLA, notwithstanding that the term has not been defined in this interpretation clause.

4. DURATION

4.1 This SLA shall become effective on the date of commencement and shall endure for a period of 12 months.

4.2 The NDoH reserves the right to extend the SLA with the Service Provider on such rates and terms as may be agreed between the parties, or terminate on any other date as agreed upon for non-performance of the required services.

5. APPOINTMENT

5.1 The NDoH hereby appoints the Service Provider who, with its signing of this
SLA at the end hereof, accepts such appointment, to provide the Services outlined, subject to the terms and conditions set out herein.

6. **APPLICABILITY OF OTHER DOCUMENTS**

6.1 The Bid Specification Document and the General Conditions of Contract shall be the integral part of this document and are incorporated as Annexures to this SLA.

6.2 In the event of conflict between the provisions of any of the documents and this SLA, the provisions of this SLA shall take precedence over the provisions of such other document.

7. **SERVICES BY THE SERVICE PROVIDER**

7.1 Execute work as set out in terms of the Bid Specification Document NDoHF 01/2014-15.

7.2 To complete work to the satisfaction of the Supervisor as delegated by the Project Manager.

7.3 Appoint the Coordinating Professional Project Manager who will be responsible for:

7.3.1 Project Governance
   a) Prepare a Project Programme.
   b) Establish needs for any Specialists required by the EMPLOYER in order to deliver the Project and advise and facilitate the necessary appointment of the Specialists including:
   c) Providing technical advice to the Employer’s procurement secretariat and/or Bid Specification Committee.
   d) Assisting the PSP Consortium to prepare tender documents for use in procuring the Contractor and providing technical advice to the Employer’s procurement secretariat and/or Bid Specification Committee.
e) Technical evaluation of bids and providing technical advice to the Employer’s procurement secretariat and/or Bid Evaluation Committee.

f) Ensuring appointment letters are issued to the successful bidders as recommended by the Employer’s procurement secretariat and/or Bid Adjudication Committee.

g) Coordinating the concluding of the contracts with all Professional service providers and the Contractor(s).

h) Managing the “develop and construct” by the Contractor(s) as the Employer’s representative.

i) Assist the NDoH in establishing insurance and security requirements for the Project in respect of all the Service Providers on the project (These will include an ALL risk insurance cover to be provided by the Contractor(s) and Professional Indemnity insurance cover by the PSP’s).

j) Establish specific indemnity requirements for the Project.

k) The CPM must establish an internal Project Governance Structure to be used throughout the project lifecycle in between PSC meetings where it shall have a representative who shall report on behalf of the CPM.

l) Assign responsibilities in terms of the structure and methods of reporting in terms of assigned responsibilities.

m) Ensure delivery to the Employer of the deliverables.

n) Record all meetings in the form of written minutes.

7.3.2 The CPM must ensure the following deliverables to the employer:

a) Project procurement policy.

b) Terms of reference for the Project Governance Structure.

c) Record of all meetings of the Project Governance Structure in writing.

d) Integrated schedule of consents and approvals.

e) Project initiation programme.

f) Coordinate the signing of PSP/ Employer agreements.

7.3.3 The Professional Coordinating Project Manager will be undertaking the following activities as it relates to the following construction stages:
(a) **Stage 1 - Inception**

CPM must manage the feasibility and concept design PSP consortium who will undertake the following activities:

- The Employers Brief document options are assessed, recommendations made in terms of effectively executing the Project in terms of the Employer’s requirements and in turn conformity to the Programme objectives.
- The site and rights and constraints are appraised.
- Prepare the first project programme.
- Prepare Level 1 Order of Magnitude Cost Estimates.
- Facilitate and Manage Health and Safety and Environmental Management requirements in accordance with Legislative and Programme requirements.
- Manage the ENVIRONMENTAL CONSULTANT to prepare submissions to comply with Environmental legislation and manage the process.
- Manage the GEOTECHNICAL SURVEY SERVICE PROVIDERS to complete the geotechnical survey.
- Manage the HERITAGE MANAGEMENT SERVICE PROVIDERS:
  - Prepare site surveys including traffic, topographic and bulk services surveys and reports.
  - Obtain formal documented permission by any municipal and non-state landowner for the Department of Health to occupy the site.
- Complete the Infrastructure Delivery Management System (IDMS) gateway deliverables.
- Establish community liaison team.

The CPM must ensure the following deliverables to the employer:

- Preliminary design report.
• Report on rights and constraints.
• Record of all meetings.
• Indicative documentation programme and construction programme.
• Integrated schedule of consents and approvals.
• Project initiation programme.
• Results of required surveys, tests, analyses, site and other investigations including Environmental plan, geotechnical survey, bulk services surveys, topographical surveys, etc.
• Report on location and availability of existing infrastructure.
• Site development plan where applicable - 10 year plan.
• Permission by any municipal and non-state landowner for the Department of Health to occupy the site.
• Department of Environment documented compliance with Environmental legislation.
• Report on project, site and functional requirements.
• Schedule of required surveys, tests, analyses, site and other investigations.

(b) **Stage 2 – Project Development**

Manage and coordinate the Feasibility and Concept Design PSP Consortium to:

• Prepare inception report (evaluate clinical and design brief).
• Prepare a Master Plan.
• Prepare an initial concept plan.
• Prepare the concept design documentation and report.
• Prepare the design development documentation and report.
• Liaise with the Employer’s clinical team to ensure design complies with anticipated functional requirements.
• Check that the concept design conforms with Employers
requirements as set out in the brief clinical and design documentation and advise the Employer.

- Review the anticipated costs of the project and advise the Employer.
- Review the project programme against timelines and advise the Employer.
- The CPM must ensure the following deliverables to the employer:
  - Preliminary concept designs: architectural, civil, electrical, mechanical, etc.
  - General construction materials and finishes.
  - Preliminary estimate(s) of construction cost.
  - Record all meetings in the form of written minutes.
  - Progress reports for the Employer.

(c) Stage 3 – Project Development

- Ensure the equipment specialist has input in the design and prepares a preliminary equipment list.
- Ensure input from the IT consultants.
- Obtain approvals and sign off from the relevant clinical departments.
- Complete the Infrastructure Delivery Management System (IDMS) gateway deliverables.
- Obtain departmental authority and signatures to proceed to Stage 4.
- The CPM must ensure the following deliverables to the employer:
  - Elemental or equivalent estimate(s) of construction cost.
  - Schedule of intended space provisions.
  - Design development plans, elevations and sections.
  - Equipment and furniture list.
  - Space allocation audit for the project.
− Approval by the Employer to proceed to documentation for procurement.
− Record of all meetings.
− Progress reports for Employer.
− Documentation programme.
− Area schedule.
− Outline of specifications.
− Record all meetings in the form of written minutes.
− Progress reports for the Employer.

(d) Stage 4 – Project Development

• Facilitate the Tender and Procurement Process in line with National Department of Health standard practice for Construction Services in order to execute the Project in terms of the Scope and Design as determined by the EMPLOYER and PROJECT MANAGER.

• Recommend contractual terms and conditions suitable to the relevant Project. The National Department of Health’s preference is to make use of the New Engineering Contract for “develop and construct” projects. The use of activity schedules to phase construction, and target costs to control the overall project cost should be considered.

• Manage and coordinate the Feasibility and Concept Design PSP Consortium to prepare the tender documentation for procurement of the “develop and construct” consortium.

• Ensuring appointment letters are issued to the successful bidders as recommended by the client’s procurement secretariat and/or Bid Adjudication Committee.

• Ensuring appointment letters are issued to the successful bidders as recommended by the Employer’s procurement secretariat and/or Bid Adjudication Committee.

• Ensuring contracts are signed with the Construction Contractor in line with the contractual terms and conditions as agreed with
the EMPLOYER.

- Assist the NDoH in procurement and management of Direct Contractors.
- Manage and coordinate completion of Infrastructure Delivery Management System (IDMS) gateway deliverable: 5 Design development report setting out the integrated developed design for the package.
- Check documentation compliance with the brief document and contract.
- Initiate commissioning plans, high level schedules for commissioning and the commissioning programme with budget estimates.
- Confirmation of final equipment and furniture list.
- Coordinate the final equipment and furniture list.
- Inform the Employer of progress.
- Ensure design Statutory Requirements are identified and managed and that all approvals are obtained.
- Facilitate the adequate and timeous design submissions for EMPLOYER approval.
- Manage the CONTRACTOR and the CONTRACTORS DESIGN TEAM to:
  - Ensure the project design adequately addresses the scoping requirements as determined by the EMPLOYER and the PROJECT MANAGER.
  - Prepare Level 2 Project Cost and Programme Estimates.
  - Ensure the CONTRACTOR completes all normal services for stage 3: Design development.
  - Complete the Infrastructure Delivery Management System (IDMS) gateway deliverable: 4 concept report setting out the integrated concept for the package.
- Manage and coordinate the Feasibility and Concept Design PSP to review the design development documents prepared by the “develop and construct” consortium and advise the Employer by
means of a report.

- Prepare specifications for healthcare technology, equipment and other items included as provisional sums or prime cost items in the “develop and construct” contract.
- Conduct and record the development planning, co-ordination and management meetings and EMPLOYER feedback.
- Assess long lead items critical to the delivery of the Project and minimise delays.
- The CPM must ensure the following deliverables to the employer:
  - Procurement programme.
  - Record of all meetings.
  - Local authority submission drawings.
  - Tender documentation.
  - Tender contract conditions.
  - Specifications.
  - Financial evaluation of tenders.
  - Tender recommendations.
  - Obtain approval by the Employer of tender recommendation(s).
  - Services co-ordination drawings.
  - Technical drawings.
  - Room data drawings signed by relevant clinical department heads.
  - Estimated construction programme.
  - Commissioning plan.
  - Preliminary commissioning programme.
  - Healthcare technology and Equipment list, specifications and procurement plan.
  - Budget for commissioning.
  - Budget for construction cost.
  - Budget for installation cost.
(e) **Stage 5 – Project Construction Management**

Act as the Employers agent for management of the “development and construct” contract to:

- Ensure efficient and effective management of the construction contract.
- Complete normal services for stage 5: Construction.
- Conduct and record the required site meetings in written minutes.
- Assess, review and certify monthly Contractor payment certificates and progress payments.
- Monitor, review and manage the Contractor’s Construction Programme.
- Manage, monitor and report the Contractor’s performance in terms of Programme, Cost and Construction Quality.
- Complete the Infrastructure Delivery Management System (IDMS) gateway deliverables: 6A Production information which enables construction and installation, 6B Manufacture, fabrication and construction information for construction, 7 Works completed in accordance with requirements.
- Facilitate site handover to the Construction Contractor.
- Establish and monitor the formal and informal communication process during the construction of the Project.
- Monitor and report the Contractor’s performance in terms of Programme, Cost and Construction Quality.
- Inspect work on site regularly throughout the build process and verify the quality of building materials making sure that the correct materials and workmanship are used and that the Employer is given quality work and value for money.
- Identify defects and issue instructions.
- Review and recommend any variations to original Project scope.
for the PSC/ JMC's approval as appropriate.

- Monitor the Contractor’s Health and Safety Plan and compliance thereof.
- Monitor the implementation of the Environmental Consultant’s Environmental Plan.
- Facilitate the timeous flow of construction information to the Contractor.
- Manage and review detailed design information.
- Agree and monitor Quality Assurance procedures.
- Facilitate preparation of monthly Cost Reports.
- Monitor long lead items in respect of the Contractor’s Construction Programme.
- Manage Project commissioning and finalise commissioning programme, decanting requirements.
- Establish programme to inspect first fix of equipment.
- Establish programme for testing of equipment and services.
- Organise orientation visits by future staff.
- Facilitate that the CEO is appointed 6 months prior to commissioning.
- Prepare training programme for staff to be deployed in the facility.
- Ensure custodian maintenance staff participates in site inspections.
- Manage the Project Practical and Works Completion process.
- The CPM must ensure the following deliverables to the employer:
  - Signed site handover certificate.
  - Signed construction contract.
  - Weekly report on submission and processing of NEC3 contract management documents (to ensure the early warning systems in the contract work correctly to the project and Employer's advantage).
- Payment certificates.
- Valuations for payment certificates.
- Progressive and draft final account(s).
- Financial control reports.
- Progress reports.
- Record of all meeting.
- Monthly report on OHS, contract compliance including time, cost, quality and scope management.
- CIDB register of projects update report.
- PMIS update reports.
- Construction Documentation.
- Contract instructions.
- Practical completion defects list(s).
- Certificate(s) of practical completion.
- 10 year maintenance plan and budget for the whole facility in the required format.
- Drawing register and copies of all layouts and services’ drawings including electronic copies in the requirement format.
- Fire safety certificate.
- Commissioning programme.
- Equipment list and specifications for procurement.
- Tenders for equipment prior to completion.
- Maintenance contracts.
- Training programme for staff.
- Schedule for testing fixed and loose equipment.
- Schedule for inspecting first fix of equipment.
- Schedule of inspections by Employer.
- Connections to water.
- Connections to electricity.
- Safety plan on site.
- Checklists.
- Snag lists.
- PEP4 Manufacture, fabrication and construction information for construction.

(f) Stage 6 – Construction Completion and Close-out

- Manage and facilitate as-built and design documentation from the Contractor’s design consultants.
- Manage and facilitate handover of all operating and maintenance documentation to the Employer.
- Manage and facilitate all statutory compliance requirements relevant to Project Completion and Occupancy.
- Co-ordinate and monitor rectification of Final Defects.
- Manage the preparation of the final account for the Project.
- Manage the Final Completion process of the Project.
- Prepare a Project Handover and Closeout Report.
- Act as the Employer’s agent to:
  - Complete normal services for stage 6: Close out.
  - Complete the Infrastructure Delivery Management System (IDMS) gateway deliverables: 8 Works handed over to user complete with record information, 9A Updated asset register, 9B completed contract or package order.
- Obtain certificates of compliance.
- Prepare the equipment specifications, procurement plans and any necessary procurement documentation and ensure, depending on lead time for various equipment, that tenders are advertised, adjudicated and orders placed prior to final completion.
- Coordinate the establishment of lease contracts required for NHS (laboratory services), pharmacy and the crèche facility are signed.
• Ensure connections to Telkom and other ICT service providers are established.

• The CPM ensure the following deliverables to the employer:
  − Completion certificates.
  − Record of necessary meetings in the form of written minutes.
  − Project close out report.
  − Project close out files as per the NDoH checklist.
  − PMIS update report.
  − Works and final completion lists.
  − As-built drawings and documentation in the required format.
  − Operations and maintenance manuals, guarantees and warranties.
  − Valuations for payment certificates.
  − Final account(s).
  − Electrical compliance certificate for the whole facility.
  − Electrical bill addressed to the facility management.
  − Facility maintenance plan.
  − Asset register.
  − PEP5 Draft Record Information at practical completion.
  − PEP6 Final Record Information at final completion.
  − PEP7 Close out Report.

(g) Stage 6: Commissioning

• Coordinate all commissioning activities to ensure the commissioning plans are implemented as per the programme, including:
  − Commissioning of the physical infrastructure.
  − Installation and commissioning of all equipment and furniture, plant and engineering services.
  − Human resource provision, training and orientation
programmes are completed by the Department on time.

- Coordinate the establishment of the Commissioning Team which will include representatives from the hospital (including Hospital CEO, Chief Nursing Officer, and Facility Manager), provincial and national departments of health, Project Coordinating Manager and, during construction, the Contracts Monitoring Officer and representative of the Contracting Consortium (annexure B).

- Monitor, coordinate and report to the NDOH project steering committee on progress against the NDOH commissioning and occupation checklist.

- Monitor, coordinate and report to the NDOH project steering committee on compliance with the IUSS guidelines norms and standards for hospital commissioning.

- The Healthcare Technology expert will be required to support the Hospital Commissioning team through undertaking all necessary steps to:
  - Compile, cost and secure approval of the procurement list for all loose equipment and furniture for the project using national and provincial specifications.
  - Develop specifications as needed for equipment in consultation with the Hospital Commissioning Team and end users.
  - Support the procurement of the equipment and furniture.
  - Manage delivery acceptance.
  - Support the marking of the equipment and furniture and registration on the asset register, and.
  - Manage the commissioning of equipment and furniture.

- Facilitate the final handover of a commissioned hospital that is fully functional.

- Prepare post occupancy evaluation review workshops and reports.

- The CPM must ensure the followings deliverables to the
employer:
  − Operational manuals.
  − Maintenance contracts.
  − Guarantees for equipment.
  − Training certificates.
  − Signed lease contracts.
  − Keys to Employer.
  − Records of staff training.

8. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider undertakes to:

8.1 The performance of the services, comply with the provisions of this agreement;

8.2 Perform the service in the manner prescribed in the bidding document NDoHF 01/2014-15 to achieve outputs;

8.3 Report on progress and achievement of milestones to the NDoH after the first four weeks from the inception of the assignment;

8.4 Exercise the highest degree of skill, care and diligence that can be expected of its profession;

8.5 Provide efficient, well-trained and qualified staff for the achievement of the purpose of this SLA; and

8.6 Submit an implementation plan for approval as to how, where, and with what time line its supplier’s team and itself will implement this project under the supervision of the In-locos Performance Monitor. This plan shall be submitted 14 days after signing off this SLA with NDoH.

9. ROLES AND RESPONSIBILITIES OF NDoH
The NDoH shall be responsible for the following:

9.1 Manage the interface between the end-user/structures in the NDoH and the Service Provider;

9.2 Monitor the project deliverables against the programme objectives;

9.3 Monitor progress, identifying issues, and supporting corrective action to facilitate delivery;

9.4 Interrogate the financial and performance reports from the Service Provider;

9.5 Authorise relevant scope and specification changes and all increases in budget requirements;

9.6 The NDoH manager will manage interaction and coordinate activities with the Provincial, district and Facility Managers within the NDoH through a Joint Management Committee ("JMC") and Project Steering Committee ("PSC").

9.6.1 JMC will be responsible for strategic management and will comprise out of two (2) representatives from each of the following stakeholders:
   a) NDoH;
   b) Provincial Department of Health ("PDoH"); and
   c) Provincial Department of Public Works ("PDoPW")

9.6.2 PSC will be responsible for day to day project management and will comprise out of representatives from the following stakeholders:
   a) Two (2) representatives from the NDoH;
   b) Two (2) representatives from PDoH
   c) Two (2) representatives from PDoPW
   d) Two (2) representatives from the Service Provider; and
   e) One (1) representatives from the Contractor.
9.7 NDoH will procure the suppliers to supply the standard equipment as indicated in Annexure G; and

9.8 NDoH has appointed In-loco Performance with the purpose to assist the Health Sector to improve the efficiency and effectiveness of Infrastructure project implementation. The In-loco Performance Monitor will provide assistance in monitoring and support for infrastructure projects;

10. SERVICE LEVEL MANAGEMENT AND REPORTING

10.1 The Parties shall meet quarterly to discuss and review progress regarding the implementation of this SLA.

10.2 The Service Provider will be represented __________________________, and the NDoH will be represented by Mr Christie Engelbrecht.

10.3 The Service Provider will submit written quarterly reports on progress with implementation of the SLA to the NDoH within two weeks of the end of each quarter.

10.4 The Service Provider will submit a final project closure report within two weeks of the end of the project.

11. TERMS OF PAYMENT AND INVOICES

11.1 The Service Provider who has been appointed on this panel will be offered opportunities to bid and provide pricing per task order created per project initiated.

11.2 The amount referred to above is inclusive of VAT and payments shall be made as follows:

11.2.1 The NDoH shall effect payment within 30 days after receipt of each correct invoice for the work performed to the satisfaction of the NDoH.
12. PERFORMANCE AND PENALTIES

12.1 The Service Provider agrees to perform the services in accordance with the service standards outlined in the tender documents and to the satisfaction of the NDoH during the term of this SLA.

12.2 All services not conforming to these requirements, including substitutions and alterations not properly approved and authorized, may be defective.

12.3 The NDoH shall be entitled to impose penalties for late or defective performance by the Service Provider. In this regard, the NDoH shall deduct 5% (five percent) from the amount due and payable to the Service Provider for a particular deliverable.

13. ASSIGNMENT, CESSION AND DELEGATION

13.1 Assignment, cession and/or delegation of any rights and obligations respectively under this SLA to any third party shall be dealt with in terms of clause 19 of Annexure A.

13.2 This SLA is also binding on the successors in title, assignees and administrators of the respective parties.

14. INTELLECTUAL PROPERTY ("IP")

14.1 Parties shall not acquire any rights, title or interest of any kind in any information and / or IP which vests in another Party on the effective date or which is subsequently acquired by such other Party including without limitation, any brand name or trade mark of the Party or any of the Party’s subsidiaries, which IP the parties hereby acknowledge to be the sole and exclusive property of the Party (including its subsidiary as the case may be) such IP is vested in on the effective date. If called upon to do so by the other Party, the requesting Party shall sign a user agreement in respect of any such IP with the owner thereof.

14.2 IP created pursuant to this SLA belongs to the NDoH.
14.3 This clause shall survive termination of this SLA.

15. CONFIDENTIALITY

15.1 The parties agree to keep confidential and not to disclose to third parties any information provided by either party or as a witness by that party or its employees in the course of performance of services pursuant to this SLA unless the party concerned has received prior written consent of the other party to make such disclosure.

15.2 The parties to this SLA shall not make use of the other party’s letterhead nor shall it publish the other party’s performance of services without the other party’s prior written consent.

15.3 This clause shall survive the termination of this SLA.

16. FORCE MAJEURE

Failure of any of the parties to fulfil any of its obligations under this SLA due to force majeure shall be dealt with in terms of clause 25 of Annexure A.

17. BREACH AND TERMINATION

A breach of any of the provisions of this SLA shall be dealt with in terms of clause 23 of Annexure A.

18. SETTLEMENT OF DISPUTES

Any dispute arising from the interpretation, application or implementation of this SLA shall be resolved in terms of clause 27 of Annexure A.

19. AMENDMENT OF THIS SLA

Any variation, addition or amendment of this SLA shall be dealt with in terms of clause 18 of Annexure A.
20. INDEMNITY

The Service Provider hereby indemnifies and holds the NDoH harmless against any claims of any nature whatsoever and however arising out of any respective individual wilful or negligent action or omission by the Service Provider.

21. FRAUD AND CORRUPTION

Should it be found at any stage of this SLA including (negotiations) prior and subsequent to the effective date as well as upon and after termination of this SLA, that any party to this SLA and/or any third party involved directly or indirectly in this SLA, has performed or contemplated performing an act of fraud or corruption, either in the award of this contract or any past or current or future endeavours involving the parties to this SLA, which resulted in either party suffering loss, injury/or damage including to its reputation, the SLA shall terminate immediately, notwithstanding anything to the contrary contained herein, and the innocent party shall be entitled to invoke the remedies available to it contained in this SLA as well as to proceed against any and all individuals in their personal capacity who performed the corrupt act. This clause shall survive termination of this SLA.

22. AUDITS AND INSPECTIONS

22.1 The Parties agree that NDoH may, through their internal or external auditors-

22.1.1 undertake a complete audit of the Service Provider’s financial records pertaining to this project to confirm the accuracy of transactions, and/or the inflow of payments to or from various sources and calculation of reserves; and

22.1.2 from time to time carry out an inspection of relevant statistics and information relating to the funds transferred to the Service Provider by means of electronic systems and manually.

22.2 Any cost related to such investigations and the provision of audit certificates on request, where necessary, shall be for the Party requesting the audit and/or
inspection provided the Party, being audited or inspected, is not found guilty of any wrong-doing including negligence, who if found to be guilty, the costs shall be borne by such guilty party.

22.3 Both Parties shall retain all records that may be required for auditing for the periods prescribed by law.

22.4 This clause shall survive termination of this SLA.

23. DOMICILIA AND NOTICES

23.1 The NDoH choose as its domicilia citandi et executandi for all purposes arising from this SLA, the addresses specified below:

Attention: Ms Malebona Precious Matsoso

Physical: Civitas Building
Corner Thabo Sehume and Struben Streets
Pretoria

Postal: Private Bag X399,
PRETORIA,
0001

Tel: __________________
Fax: __________________
Email: dg@health.gov.za

23.2 The Service Provider choose as its domicilia citandi et executandi for all purposes arising from this SLA, the addresses specified below:

Attention: ________________________

Physical: ____________

Postal: ____________
23.3 Either Party may amend its domicilium citandi et executandi by means of written notice to the other Party, provided that such domicillium shall be a physical address within the Republic of South Africa.

23.4 Any notice, request, consent or communication made between Parties pursuant to this SLA shall be in writing and shall be delivered by hand, or sent by prepaid registered post or sent fax or email.

23.5 A notice, request, consent or communication is presumed unless the contrary is proven, to have been given:

23.5.1 if hand delivered during business hours on a business day, on the day of delivery;

23.5.2 if posted by prepaid registered post, 5 (five) business days after the date of posting thereof; or

23.5.3 if sent by email, on the first business day following the day of sending of such email.

23.6 Notwithstanding anything to the contrary contained or implied in this SLA, a written notice or communication actually received by one of the parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

24. GENERAL

24.1 This SLA, signed in two originals, constitutes the sole record of the agreement between the parties in regard to the subject matter hereof. Each party to retain one of the two signed originals.
24.2 No party shall be bound by any representations, express or implied, warranties, promises or the like, not recorded herein, incorporated as an Annexure or otherwise reduced to writing and signed by or on behalf of the parties.

24.3 This SLA supersedes and replaces prior commitments, undertakings or representations, whether oral or written, between the parties in respect of the subject matter hereof.

24.4 No relaxation of the terms of this SLA and no indulgence which one party may grant to the other will in any way operate as an estoppel against the former party or be deemed to be a waiver of its rights, or in any other way limit, alter or prejudice those rights.

25. GOVERNING LAW

This SLA is governed by the laws of the Republic of South Africa.

26. AUTHORITY

Each person signing this SLA for and on behalf of a Party hereto hereby warrants in his official capacity that he is duly authorised by such Party to do so.

27. COUNTERPART SIGNING OF THE SLA

The parties agree that this SLA may be signed at different times and in different places, and in copy provided the content of the SLA and signatures are exact replicas (counterparts) of the originals when put together. The signed SLA’s when put together shall constitute a binding agreement between the parties.

THUS DONE AND SIGNED on behalf of the PARTIES by their duly authorised representatives, in the presence of the undersigned witnesses, at the places appearing in the appropriate spaces below, on the dates as specified.
### SERVICE LEVEL AGREEMENT

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<tr>
<th>For the NDoH: Full Names and Surname:</th>
<th>For the Service Provider: Full Names and Surname:</th>
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