

WEST COAST DISTRICT MUNICIPALITY



SERVICE LEVEL AGREEMENT

Entered into by and between

WEST COAST DISTRICT MUNICIPALITY

(hereinafter referred to as the "District Municipality" on the one part and duly represented by David Charles Joubert, duly authorised thereto by virtue of his capacity as Municipal Manager.

and

SIPHAKAME SKILLS DEVELOPMENT

(hereinafter referred to as "Service Provider") on the other part, and herein represented by

..... JOHANNA CATHARINA NITSHOFF, duly authorised thereto by

virtue of his/her capacity as CC MEMBER./ CO-ORDINATOR

A handwritten signature in black ink, appearing to be "JCN", written over the name Johanna Catharina Nitshoff.

Handwritten initials "JC" and a date "2016" written in black ink.

PREAMBLE:

WHEREAS the Skills Development Act, 1998 (Act No 97 of 1998), require that the skills of the South African workforce be developed and that workers be encouraged to participate in learnership and other training programmes to improve the employment prospects of persons previously disadvantaged by unfair discrimination and to redress those disadvantages through training and education;

AND WHEREAS the Parties wish to enter into an agreement with regard to the implementation of an Adult Education and Training Programme for West Coast District Municipality

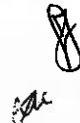
NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. AGREEMENT OVERVIEW

- 1.1 This Agreement represents a three (3) year Service Level Agreement (SLA) between the West Coast District Municipality (WCDM) and Siphakame Skills Development for the provision and implementation of an Adult Education and Training Programme for the West Coast District Municipality
- 1.2 Annexures attached hereto, form part of the Agreement between the parties
- 1.3 This Agreement will supersede current processes and procedures, unless explicitly stated herein

2. DEFINITIONS

- 2.1 "**The agreement**" shall mean this Service Level Agreement, together with the Supply Chain documentation, the General Conditions of Contract (GCC), and any other annexures hereto, and "**this agreement**" shall have a corresponding meaning,
- 2.2 "**Accounting Officer**" means the Municipal Manager of the District Municipality,
- 2.3 "**Business Day**" means any calendar day other than Saturday, Sunday or statutory public holidays in the Republic of South Africa;
- 2.4 "**Commencement**" means the date of signing of the Agreement by the representatives of both the West Coast District Municipality (WCDM) and Siphakame Skills Development,



- 2.5 **"Contract"** means the Request for a proposal for Adult Education and Training programme,
- 2.6 **"Contract Period"** means the period from the commencement date until the end date;
- 2.7 **"Deliverables"** means all services to be rendered and delivered in terms of this Agreement,
- 2.8 **"General Conditions"** means the General Conditions of Contract prescribed by National Treasury,
- 2.9 **"The Purchaser"** means West Coast District Municipality with principal office at 58 Long Street, Moorreesburg 7310, Western Cape and herein represented by the Municipal Manager or duly authorised person,
- 2.10 **"Parties"** means the Service Provider and the District Municipality and **"Party"** means any one of them, as the context may indicate,
- 2.11 **"Request for a"** means the request for proposals for Adult Education and Training;
- 2.12 **"The Service Level Agreement"** means this Service Level Agreement entered into between the parties including the contract documents.

3. PURPOSE

The purpose of this Agreement is to:

- 3.1 Provide a clear, concise and measurable description of the level of services to be rendered by Siphakame Skills Development in respect of the Adult Education and Training Programme for the designated officials of the West Coast District Municipality
- 3.2 Create an environment which is conducive to a co-operative relationship between the District Municipality and Siphakame Skills Development
- 3.3 Outline the accountability, the agreed roles and/or responsibilities of each party to this Agreement.



4. OBJECTIVE AND OUTCOMES

- 4.1 The objective of this initiative is to enable participants to progressively increase their levels of literacy in order to enter into learnerships that the Municipality may offer.
- 4.2 The broad outcomes to be achieved are
- (a) Language, Literacy and Communication in English;
 - (b) Mathematics Literacy;
 - (c) Life Orientation;
 - (d) Natural Sciences;
 - (e) Human and Social Sciences;
 - (f) Small, Medium and Micro Enterprises.

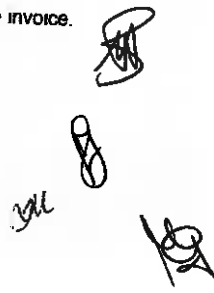
5. SCOPE OF WORK

- 5.1 The Service Provider undertakes to provide the Adult Education and Training (AET) Programme for the West Coast District Municipality on the terms and conditions set out in this Agreement.
- 5.2 The scope of the work will be in accordance with the approved Supply Chain Management document.

6. OBLIGATIONS OF THE DISTRICT MUNICIPALITY

The District Municipality is obliged to:

- 6.1 Ensure that the officials attend the Training Programme.
- 6.2 Schedule a meeting with the Service Provider to discuss the progress and the outcomes of the Programme.
- 6.3 Keep up to date records of outcomes.
- 6.4 Timeous reporting to management regarding the progress of the officials.
- 6.5 Verify the correctness of invoices provided by Siphakame Skills Development and notify Siphakame Skills Development of any possible discrepancies within ten (10) days of receipt of the invoice.
- 6.6 Process and settle invoices within thirty (30) days of receiving the invoice.

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- 6.7 All fees and expenses are to be paid to the Service Provider in the currency of the invoice, by electronic transfer of funds
- 6.8 Payments to Siphakame Skills Development shall be paid into Siphakame Skills Development's bank account as identified in writing by Siphakame Skills Development

7. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider will be required to

- 7.1 Serve as the contracted Service Provider
- 7.2 Provide the services with all reasonable care, diligence and skills
- 7.3 Achieve the outcomes of the Training Programme
- 7.4 Give advice, provide direction and render assistance on the implementation of the Training Programme.
- 7.5 Provide skilled and experienced facilitator(s) who shall be dedicated to providing the facilitation services in accordance with the nationally acceptable norms and standards of SAQA and Umalusi
- 7.7 Be responsible for the management of the Training Programme on behalf of the District Municipality and the responsibilities will include the following aspects
- (a) Comply with the accreditation requirements of the relevant ETQA
 - (b) Develop a training schedule;
 - (c) Contact learners and frequently communicate with the Skills Development Facilitator,
 - (d) Inform the Skills Development Facilitator of any non-attendance and / or drop-outs of learners on any of the classes in accordance with the schedule;
 - (e) Allow for the replacement of drop-outs within a reasonable period in the first quarter of the Programme;
 - (f) Conduct regular assessment of learners.
 - (g) Moderate various assessments;

- (h) Support, co-ordinate and monitor portfolio compilation for every learner;
- (i) Assist learners where required (remedial);
- (j) Provide ongoing progress reports on the learners as well as the Programme (monthly).

7.8 Record keeping including the following

- (a) Ensure completion of attendance registers for each session,
- (b) Provide assessment records;
- (c) Conduct and record all formative assessments by accredited assessors;
- (d) Provide full record of progress of assessments;
- (e) Conduct re-assessment(s) and provide full record of progress of re-assessment (remedial);
- (f) Provide full manual of learner achievements
- (g) Document and record project progress meetings;
- (h) Complete and submit a final report with recommendations,
- (i) Ensure full certification (Umalusi and Statement of Results from Siphakame Skills Development) of each learner upon completion of the training programme,
- (j) Ensure the verification and upload of learner results onto the National Learners' Records Database;
- (k) Maintain records on learners who have successfully completed the course for a minimum period of three (3) years.

7.9 Provide the following

- (a) All learning material which may be used by learners after the completion of the Training Course,
- (b) All training equipment;
- (c) Other stationary as required;



- (d) Written notification to the Skills Development Facilitator of the District Municipality at least seven (7) days in advance of course dates and time schedule for all training activities (facilitation, induction, break away session(s), etc.;
 - (e) Issue certificates to learners who successfully complete the Training Programme as proof that the learner has accumulated sufficient knowledge and understands the learning material.
- 7.10 Manage, monitor and record the process of assessment, moderation, verification and certification
- 7.11 Fund, organise and manage the Graduation Ceremony that includes
- (a) Venue with required equipment;
 - (b) All learners with 1 guest per learner,
 - (c) Graduation Programme with the input of the District Municipality;
 - (d) Catering for all learners and guests who are attending the Graduation Ceremony;
 - (e) Relevant certification for competent learners
- 7.12 The Service Provider warrants to the West Coast District Municipality that
- (a) It has full capacity and authority to enter into and to perform, fulfill its obligations under the Agreement and that the Agreement is executed by a duly authorised representative of the Service Provider,
 - (b) It has the requisite skill, expertise and capacity to perform the services
 - (c) The services shall be rendered in accordance with the same level of competency expected of a professional firm possessing comparative expertise
 - (d) The services shall be performed within the stipulated time frames.
 - (e) It shall respond to all enquiries from the District Municipality within a reasonable time,
 - (f) It shall exercise utmost good faith in all its dealings with the District Municipality



7.13 The Service Provider complies with all relevant Occupational Health and Safety policies and procedures as determined by the West Coast District Municipality and in line with the determinations / regulations as stipulated by the Occupational Health and Safety Act, No 85 of 1993 as amended by Occupational Health and Safety Act, No 181 of 1993.

8. COMMENCEMENT AND TERMINATION OF THE SERVICE LEVEL AGREEMENT

- 8.1 The Agreement between the District Municipality and the Service Provider commences on the date on which the Agreement is signed by duly authorised representatives of both the West Coast District Municipality (WCDM) and Siphakame Skills Development and terminates on completion of this Training Programme or as per paragraph 3.2 below.
- 8.2 The Agreement terminates on an earlier date if the District Municipality and the Service Provider agree to terminate the Training Programme Agreement.

9. KEY PERSONNEL

Key personnel include individuals that have direct responsibility to implement or manage various aspects covered by this Agreement and who act as contact points for this Agreement.

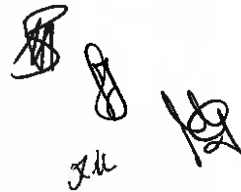
- 9.1 The following personnel will act as Project Leaders and will be responsible for the management and implementation of this Agreement

For Siphakame Skills Development

Name: JOHANNA CATHARINA KITSHOFF
Position: CC MEMBER / CC COORDINATOR
E-mail address: siphakame@telkomsa.net
Contact No: 083 460 3365
Address: 47 FOXGLOVE STREET, HAFARU 7446

For the West Coast District Municipality

Name: Mrs Thelma Steinmann
Position: Manager Training and Development

Handwritten signatures and initials in black ink, including a large signature, a smaller signature, and the initials 'JL'.

E-mail address: tsteinmann@wcdm.co.za

Contact No. (022) 433-8455

Address: West Coast District Municipality
58 Long Street / P O Box 242
Moorreesburg
7310

- 9.2 Any written correspondence from Siphakame Skills Development with regard to this Agreement must be provided to the Project Leader of the Municipality at the above address

10. TERMS OF PAYMENT

- 10.1 The cost of the services rendered for 3 (three) years by the Training Provider amounts to:

R320 000 (THREE HUNDRED AND TWENTY THOUSAND RAND).

- 10.2 Siphakame Skills Development is not registered for VAT

- 10.3 Payment will be done in accordance of regulations by the Municipality and implemented as follows. Payment will be implemented as follows.

10.3.1 **PAYMENT FOR FIRST YEAR OF TRAINING = R71 700 (SEVENTY ONE THOUSAND SEVEN HUNDRED RAND):**

10.3.1.1 **R51 700 (FIFTY ONE THOUSAND SEVEN HUNDRED RAND)** will be paid on commencement of the training during June 2018, and

10.3.1.2 **R20 000 (TWENTY THOUSAND RAND)** will be paid after assessment results have been submitted to the District Municipality and before the end of June 2019

10.3.2 **PAYMENT FOR SECOND YEAR OF TRAINING = R124 150 (ONE HUNDRED AND TWENTY FOUR THOUSAND ONE HUNDRED AND FIFTY RAND)**

10.3.2.1 **R62 075 (SIXTY TWO THOUSAND AND SEVENTY FIVE RAND)** will be paid on commencement of the second year's training during July 2019, and



- 10.3.2.2 R62 075 (SIXTY TWO THOUSAND AND SEVENTY FIVE RAND) will be paid after assessment results have been submitted to the District Municipality and before the end of June 2020
- 10.3.3 PAYMENT FOR THIRD AND FINAL YEAR OF TRAINING = R124 150 (ONE HUNDRED AND TWENTY FOUR THOUSAND ONE HUNDRED AND FIFTY RAND)
- 10.3.3.1 R62 075 (SIXTY TWO THOUSAND AND SEVENTY FIVE RAND) will be paid on commencement of the third year's training during July 2020, and
- 10.3.2.2 The final payment of R62 075 (SIXTY TWO THOUSAND AND SEVENTY FIVE RAND) will be made upon submission of a final report which includes the recommendations / proposals / remarks regarding the results of training sessions and certificates / statement of results of learners, to the District Municipality
- 10.4 The Service Provider must ensure that the total contract amount is not exceeded.
- 10.5 No additional payment for extra work or amendments to the scope of work will be made without prior discussion and written consent from the District Municipality
- 10.6 Payment shall only be effected by the District Municipality to the Service Provider in respect of invoices based on the satisfactory delivery of services.
- 10.7 Any amounts disputed in good faith may not be deducted from the invoice but should be notified in writing to the Service Provider within ten (10) days of receipt of the invoice
- 10.8 Upon receipt of the dispute notice, both parties will work together in good faith to resolve such disputes in a prompt and mutually acceptable manner
- 10.9 The Service Provider agrees to repay any disputed amounts within ten (10) days once the issues have been resolved

11. INDEPENDENT SERVICE PROVIDER

The Service Provider is appointed as an independent Service Provider, and not as an employee of the District Municipality, and at all relevant times during the duration of this Agreement no employer / employee relationship shall exist between the parties

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12. NOTICE OF DOMICILIUM

12.1 **Siphakame Skills Development** hereby chooses

47 FOXGLOVE STREET
PAPFAL
7646

as its *domicilium* for all matters that may arise from this Agreement including, but not limited to, the receipt of all notices and processes of court.

12.2 **Siphakame Skills Development** will be entitled to change its *domicilium* by means of written notice to the West Coast District Municipality to this effect.

12.3 The West Coast District Municipality (WCDM) chosen *domicilium* is

58 Long Street
Moorreesburg
7310, with the Municipal Manager as addressee.


13. NOTICE

13.1 All notices served by the Employer on the Training Provider by virtue of this Agreement, shall either be sent by prepaid registered mail, or be delivered to Siphakame Skills Development by hand.

13.2 In the case of notices sent by prepaid registered mail, such notices shall be deemed to have been received by Siphakame Skills Development at the latest on the 4th (fourth) business day after the date of dispatch, unless Siphakame Skills Development is able to prove the contrary.

13.3 Notices delivered to Siphakame Skills Development by hand and for which a dated acknowledgement of receipt has been obtained, shall be deemed to have been received by Siphakame Skills Development on the date of delivery, unless Siphakame Skills Development is able to prove the contrary.

13.4 All notices served by Siphakame Skills Development on the West Coast District Municipality by virtue of this Agreement shall likewise be deemed to have been duly served, provided that the procedure as prescribed in Clauses 13.1 to 13.3 has been followed.

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14. GENERAL

14.1 HEADINGS

The headings of the clauses of the Agreement serve only as reference and shall under no circumstances affect the interpretation of the clauses

14.2 FULL AGREEMENT

This Agreement constitutes the full Agreement between the parties and any amendment, addition or omission thereto, shall be in writing and be signed by both parties, in order to be binding on the parties.

14.3 WAIVER

No leniency, waiver or relaxation of any of the conditions of this Agreement by the Employer or the Service Provider shall prejudice their rights by virtue of the Agreement.

14.4 AGREEMENT BINDING

If any of the clauses of this Agreement or annexures thereto are found to be invalid or not binding on the parties such finding will not affect the validity of this Agreement and the parties agree to be bound by the other provisions of the Agreement.

15. DISPUTES

Any dispute between the parties in regard to this Agreement or any matter arising from it may by mutual consent be resolved by arbitration to be held in accordance with the Arbitration Act, 1965, as amended. This in no way detracts from any Party's right to institute action or motion proceedings in any court of competent jurisdiction.

16. JURISDICTION

Notwithstanding the provisions of the Magistrates Court Act, 1944 (Act No 32 of 1944) as amended or substituted from time to time, with regard to the powers concerning cause or guilt and / or the amount claimed, the powers with regard to any legal action resultant from this Agreement which the Parties may institute against each other, shall vest in a Magistrates Court. The Parties shall, notwithstanding the foregoing, be entitled to institute any legal action against each other exceeding the powers of the Magistrates Court, in a competent High Court.

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17. LEGAL COSTS

Should the District Municipality, as a result of the Service Provider's non-compliance with any of the provisions of the Agreement, instruct its attorneys to institute a claim or legal action against the Service Provider, the Service Provider shall in both cases be liable for legal costs and expenditure between party and party and attorney and client thus incurred, including specifically, collection fees, which monies shall be payable on request.

18. GUARANTEES AND REPRESENTATIONS

The Parties acknowledge that no guarantees and / or representations, verbally and / or in writing, persuaded them to conclude this Agreement and that any guarantees and / or representations (should there have been) are not binding on the Parties, unless contained in this Agreement.

19. CESSION

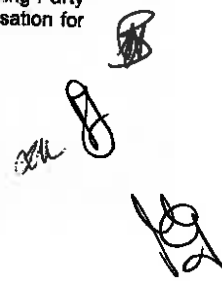
The Parties shall not be entitled to cede, transfer, pledge or in any way alienate any of its rights in terms of this Agreement.

20. VIS MAJOR

Notwithstanding anything to the contrary contained in this Agreement, should any term or condition of the Agreement become permanently impossible whether by *vis major*, *casus fortuitus* or any factor beyond the control of the Parties, the Agreement shall automatically be terminated, without any further rights, obligations or claims between the Parties, excluding any existing claims the Parties may have against each

21. BREACH OF CONTRACT

Should any of the Parties refuse, neglect or fail to comply strictly with any one or more of the condition(s) of this Agreement, the aggrieved Party shall, notwithstanding any previous waiver of any of its rights under the Agreement, and without prejudice to any right it may have in law, be entitled, after seven (7) days notice to the defaulting Party to comply with such condition(s), and upon failure by the defaulting Party to comply with such notice, or should the defaulting Party comply with such notice but thereafter again refuse, neglect or fail to comply with any one or more condition(s), to cancel the Agreement immediately by means of written notice to the defaulting Party to that effect, without prejudice to any of their rights to claim such compensation for



damage which the aggrieved Party may suffer because of the defaulting Party's said non-compliance

SIGNED AT Moorreesburg ON THIS 4th DAY OF June 2018 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
for WEST COAST DISTRICT MUNICIPALITY

SIGNED AT PAPPEL ON THIS 4 DAY OF JUNE 2018 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

AS WITNESSES:

3. [Signature]
4. [Signature]

[Signature]
for SIPHAKAME SKILLS DEVELOPMENT