
Annexure B

SLA Template

(Do not fill out the attached, Annexure C servers as an attachment for your clarity.)

Contract/ Service Level Agreement (SLA)
Between
Government Pensions Administration Agency (GPAA)
And

Effective Date:

Document Owner:

Version

Version	Date	Description	Author
1.0		Contract/ Service Level Agreement	

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1. Agreement Overview

- 1.1. This Agreement represents a Service Level Agreement (“SLA” and “Agreement”) between (Hereon referred to as.....) and the Government Pensions Administration Agency (hereon referred to as GPAA) for the provisioning of technical services required to implement and support and sustain operations of the integrated security system and all subsystems thereof (as per PO 0028873 and corresponding approved Scope of Work)
- 1.2. The Client - means the Government Pensions Administration Agency (GPAA), a government component established by proclamation in terms of the provisions of the Public Service Act, Proclamation 103 of 1994 and as recorded in Government Notice 231 of 26 March 2010.
- 1.3. This Agreement remains valid until a revised agreement is mutually agreed upon and endorsed by the stakeholders (*see 3. Stakeholders*).

2. Goals and Objectives

- 2.1. The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place ensuring on-going operation of the installed integrated security solution as well as updated operating techniques by maintaining service support and delivery to GPAA
- 2.2. The goal of this Agreement is to obtain a mutual beneficial agreement for technical service provision between and GPAA.
- 2.3. The **objectives** of this Agreement are to:
 - 2.3.1. Provide clear reference to service ownership, accountability, roles and/or responsibilities
 - 2.3.2. Present a clear, concise and measureable description of service provision to GPAA.
 - 2.3.3. Match perceptions of expected service provision with actual service support and delivery.

3. Stakeholders

- 0.1., the Provider and GPAA, the client will be the **primary stakeholders** associated with this SLA:
 - a. **Technical Service Provider:**
 - b. **Client:** GPAA (Government Pensions Administration Agency)

4. Periodic Review

4.1. This Agreement is valid from the Effective Date outlined herein and is valid for a period of 36 months. Extension of this Agreement will entertain a revision by prior to the expiration date. Should the need arise to review this agreement stakeholders will mutually agree and endorse the revision which will then supersede this agreement, in lieu of a review during any period specified, the current Agreement will remain in effect.

- a. Duration / Contractual Period – means a period of thirty six (36) months from the Effective Date.
- b. Effective Date – means

4.2. The Business Relationship Manager of..... is responsible for facilitating any reviews of this document. Contents of this document may not be amended. A new revision document will incorporate any revisions and state mutual agreements/approvals based on the new document.

4.3. Business Relationship Manager:

4.4. Scope Agreement

The following detailed scope parameters are the responsibility of in the supply, install and maintenance (for the 36 month period) of the Security Solution (CCTV cameras and components)

4.5. Service Scope

.....

4.6. GPAA Requirements

GPAA requirements in support of this Agreement include;

- a. Responding to Emergency service requests on-site, if and when required.
- b. Pro-Active Maintenance
- c. Preventative Maintenance
- d. Corrective Maintenance
- e. Critical Call Out
- f. Normal Call Out
- g. Response Time
- h. Repair Time
- i. Manufactures recommended preventative maintenance and corrective measures

- j. 24/7 and 365 Operational Support
- k. Monitored e-mail support
- l. Monthly system health check as determined by GPAA
- m. The agreement will include the preventative, corrective and emergency maintenance of the system and ancillary equipment, effective from handover for a period of three (3) years.
- n. The contractor shall maintain the system in full operating condition and maintain proper and effective record keeping. This shall include all repair and replacements due to normal wear and tear of any of the parts of the equipment. The proposal shall include response and repair time.
- o. A detailed scope of scheduled quarterly and annual maintenance procedures must be included. The contractor will not undertake any maintenance work or make any adjustments without the written consent of the GPAA.
- p. Proactive reporting in line with the services stipulated in this agreement.

4.7. Provision of Service

.....' responsibilities in support of this Agreement include:

- a. Responding to Emergency service requests on-site, if and when required.
- b. Pro-Active Maintenance {Based on a schedule and to be provided to GPAA by}
- c. Preventative Maintenance {Based on a schedule and to be provided to GPAA by}
- d. Predictive Maintenance {Based on a schedule and to be provided to GPAA by ...}
- e. Corrective Maintenance {Based on a schedule and to be provided to GPAA by ...}
- f. Critical Call Out Resolution – within 2hrs
- g. Normal Call Out Resolution– within 12hrs (refer i)
- h. Response Time – 15 minutes
- i. Repair Time – 2 hours for critical call out and 4 hours for normal call out where is directly able to repair, else within 12hours
- j. Manufactures recommended preventative maintenance and corrective measures - Quarterly
- k. 24/7 and 365 Operational Support
- l. Monitored e-mail support
- m. Monthly system health check as determined by GPAA
- n. The agreement will include the preventative, corrective and emergency maintenance of the system and ancillary equipment, effective from handover for a period of one (1) years.
- o. The contractor shall maintain the system in full operating condition and maintain proper and effective record keeping. This shall include all repair and replacements due to normal wear and tear of any of the parts of the equipment. The proposal shall include response and repair time.

- p. A detailed scope of scheduled monthly, quarterly and annual maintenance procedures must be included. The contractor will not undertake any maintenance work or make any adjustments without the written consent of the GPAA.
- q. Spares List to be agreed upon.

4.8. Recommended Spares List

.....

4.9. Service Assumptions

Assumptions related to in-scope services and/or components include:

- 5.5.1. All sites are accessible
- 5.5.2. Scheduled servicing suits GPAA staff members
- 5.5.3. Standard GPAA operations will not be compromised

5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

5.5. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

6.1.1. Telephone support

- 8:00 A.M. to 5:00 P.M. (UTC+02:00), Monday – Friday
- Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call.

6.1.2. Email support:

- Monitored 8:00 A.M. to 5:00 P.M. (UTC+02:00) Monday – Friday
- Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

6.1.3. Online support:

- 08:00 A.M. to 5:00 P.M. (UTC+02:00) Monday – Friday

6.1.4. Emergency support:

- 24 hours - fair usage applicable

6.1.5. Any response guaranteed within 24 hours during the business week

5.6. Service Requests

6.2.1. In support of services outlined in this Agreement, will respond to service related incidents and/or requests submitted by the GPAA within the following time frames:

- 0-8 hours (during business hours) for online support.
- Within 24 hours for general support requests.

5.7. Incident Management

5.7.1. Critical Call Out (i.e. No recording) – within 2hrs

5.7.2. Repair Time for Critical Call Out – within 2hrs

5.7.3. Normal Call Out – within 4hr where can directly resolve the incident or within 12hrs where requires third party assistance

5.7.4. Repair Time – 12hrs – refer 6.3.3

5.8. Reporting of Incidents / Service Request

Incidents and Service Requests can be done via:

Business hours

Email:

Telephone:

Afterhours

Cell/Tel:

5.9. Additional Fees

Description	Cost
Weekday Call out (08:00am to 17:00pm) including 1hr labour	
Weekday Call out (17:00pm to 07:00am) including 1hr labour	
Saturday Call out including 1hr labour	
Sunday Call out including 1hr labour	
Weekday Rate per hour (08:00am to 17:00pm)	
Weekday Rate per hour (17:00pm to 07:00am)	
Saturday rate per hour	
Sunday rate per hour	
Rate per km	

*NB: The above applies to **Weekday Call Out** and **Rate per km** is applicable to Regional Offices for additional non-warranty assistance /Call Outs only.

6. Agreement termination

This agreement is valid for 36 months after which will be cancelled should the agreement not be renewed. During the 34th month of this agreement will revise this agreement and propose extension of this agreement. Premature cancelation may result in cancelation charges to be mutually agreed by the Stakeholders. may also disapprove renewal or cancellation of this agreement. All cancelations will entertain a signed mutual agreement between and GPAA.

Any unresolved disagreement/disputes, refer section 14 of this Agreement.

7. Disclaimer; Limitation of Liability

..... shall not be responsible to provide routine Services to the extent that the issue is caused by:

- (a) Customer's misuse, improper use, improper configuration, alteration, or damage to any of the equipment;
- (b) Customer's use of the equipment with any hardware or software not supplied or supported by

8. Cancellation

- 0.1. Either party, shall, without prejudice to any rights it may have in law, be entitled to cancel this agreement, by written notice to the other party, in the event of a breach of any provision of this agreement and failure to rectify the breach within 7 (seven) days' notice of the breach.
- 0.2. such breach by the Service Provider will include but not be limited to:
 - 9.2.1. Failure by the Service Provider to comply with its obligations in terms of this agreement;
 - 9.2.2. Refusal of the Service Provider to comply with instructions or requests by the GPAA in terms of this agreement;
 - 9.2.3. Insolvency or liquidation of the Service Provider;
- 0.3. Any engagement by the Service Provider in corrupt or fraudulent practices in competing or executing this agreement.
- 0.4. If the Service Provider has committed such breach, the GPAA will furnish the Service Provider with a written notice, served on the Service Provider's chosen

domicilium address, setting out the breach committed and calling upon the Service Provider to rectify such breach within 7 (seven) calendar days.

- 9.5. If the Service Provider fails to rectify such breach after receiving a notice in terms of clause 9.4, the GPAA may cancel this agreement without further notice.
- 9.6. If this agreement is cancelled, the Service Provider shall immediately cease the execution of any services contemplated in this agreement. The GPAA shall cause a final account to be prepared of payment due to the Service Provider in which shall be taken into consideration the costs and/or loss to the GPAA from the cancellation of this agreement and shall effect payment due accordingly; mutually agreed by the Stakeholders.

9. Access to the Site

The GPAA shall allow the Service Provider to have access to the relevant site at all times for the purposes of the Services Provider rendering the Services, but subject always to the reasonable security measures determined by the GPAA in force at the site.

10. General

This agreement constitutes the entire agreement between the parties.

- 11.1. In the event of a conflict between this agreement and the terms of any schedules or appendices, which may be attached to this agreement, any schedules or appendices will take precedence.
- 11.2. This agreement wholly supersedes and replaces any previous agreements concerning the provision of services by the service provider to the GPAA which may have come into existence between the parties prior to the signing of this agreement, and irrespective of whether such previous agreements came into existence through conduct, orally or in writing.
- 11.3. No relaxation, extension or indulgence which a party may grant to any other constitutes a waiver of any right of that party or a novation of any term of this agreement and does not preclude that party from exercising any right which may have arisen in the past or which arises in the future.
- 11.4. No variation, suspension, deletion, amendment or modification of this agreement is of any force or effect, unless recorded in writing and signed by the parties, and is effective only in the specific instance and for the purpose and to the extent set out.

- 11.5. This agreement may not be ceded or assigned nor the rights in terms of this agreement pledged or made over to any other person. The Services Provider agrees and understands that there is a restriction on third parties, performing the services without the prior written consent of the GPAA.
- 11.6. The validity of this Agreement, its interpretation, the respective rights and obligations of the parties and all other matters arising in any way out of this Agreement or its expiration or earlier termination of any reason shall be determined in accordance with the laws of the Republic of South Africa.

11. Force Majeure

- 12.1. Neither party shall have any claim against the other for any failure of either party to carry out its obligations in terms hereof as a result of any act of force majeure which shall include, but not be limited to, unpredictable adverse weather conditions, any national industrial strikes (excluding strikes or labour disputes originated by or involving only the relevant party's workforce or any part of it or the workforce of its agents or sub-contractors), fuel shortage, delays in public transport, sanctions, riots, sabotage, terrorism, political or civil disturbance, act of war, any act of state or government or any other factor beyond the reasonable control of either party.
- 12.2. If any obligation of either party is delayed by any of the causes referred to in sub-clause 12.1 above, the period for the carrying out of the obligations shall be extended for such periods as may be reasonable in the circumstances. Should, however, such extended period continue uninterrupted for a period of two calendar months, either party shall be entitled, by giving written notice to the other party, to terminate this agreement.

12. Business address and notices

- 13.1. The parties choose as their addresses for the purposes of this agreement, the addresses set out in paragraph 13.3 below and any party may change its business address as aforesaid by written notice to the other party, which change will take effect seven (7) days after the date of receipt or deemed receipt of such notice. The changed address must be a physical address.
- 13.2. Any notice given by one party to the other in terms of this agreement must be given by hand, or given by pre-paid registered post or by telefax to the business address chosen by the addressee and will be deemed to have been received by the addressee:

- 13.2.1. on the date on which the same was delivered, if delivered by hand;
- 13.2.2. on the seventh (7th) day after the date of posting, if sent by pre-paid registered post; or
- 13.2.3. On dispatch, if sent to the addressee's telefax number.

13.3. Physical Addresses:

13.3.1. The GPAA physical address is
34 Hamilton Street
Arcadia
Pretoria
0001

13.3.2. Physical Address

13. Disputes

- 14.1. Should the GPAA and the Service Provider be in dispute on the meaning, interpretation, application or termination of this agreement, such dispute, unless resolved between the parties, shall be determined by arbitration in terms of this clause.
- 14.2. A dispute contemplated in clause 14.1 shall be referred to an arbitrator nominated by consent of the parties or in the absence of such consent, the Arbitration Foundation of South Africa.
- 14.3. Arbitration of any disputes between the parties to this agreement shall be conducted in an informal manner with minimum legal formalities. The arbitrator may determine the procedures to be adopted in any arbitration arising out of this agreement.
- 14.4. The decision of the arbitrator will be final and binding on both parties.
- 14.5. The cost of such arbitration is covered by the party who is at fault, determined by the independent arbitrator.
- 14.6. Despite the provisions of this clause the parties to this agreement may agree to institute legal proceedings in any other competent court.

For and/or on behalf of The GOVERNMENT PENSIONS ADMINISTRATION AGENCY, duly authorized

Thus done and signed at _____ on this _____ day of _____ 2016, in the presence of the undersigned witnesses.

GOVERNMENT PENSIONS ADMINISTRATION AGENCY – Project Customer

As Witnesses:

1 _____

2 _____

Thus done and signed at _____ on this _____ day of _____ 2016, in the presence of the undersigned witnesses.

GOVERNMENT PENSIONS ADMINISTRATION AGENCY – Project Sponsor

As Witnesses:

1 _____

2 _____

Thus done and signed at _____ on this _____ day of _____ 2016,
in the presence of the undersigned witnesses.

GOVERNMENT PENSIONS ADMINISTRATION AGENCY – Acting CEO

As Witnesses:

1. _____

2. _____

For and/or on behalf of (Service Provider), duly authorised

Thus done and signed at _____ on this the _____ day of _____
2016, in the presence of the undersigned witnesses

Director

As Witnesses:

1. _____

2. _____