

Service Level Agreement (SLA)

Between:

South African Municipal Workers Union National Medical Scheme (SAMWUMED)

Medical Scheme Registration No. 394

(Hereafter referred to as "the Scheme")

And

[Service Provider Name]

Company Registration Number:

(Hereafter referred to as "the Service Provider")

CAVEAT This document and its contents are strictly confidential and may not be copied without the express written permission of SAMWUMED. It may only be used for the purpose for which it is intended and may only be disclosed to the personnel, financial – legal – and operational advisors of the Parties to this Agreement.

Service Level Agreement (SLA)

Table of Contents

1. Introduction	2
2. Definitions and Interpretation.....	3
3. Parties to the Agreement.....	5
4. Scope of Services.....	5
5. Service Performance	5
6. Service Availability.....	5
7. Response and Resolution Times.....	5
8. Reporting and Monitoring	7
9. Penalty Clause.....	5
10. Fees and Payment Terms	6
11. Non-disclosure and Confidentiality	7
12. Prevention of Fraud, Waste and Abuse	10
13. Data Protection and POPIA.....	9
14. Service Level Reviews	10
15. Intellectual Property Rights.....	11
16. Force Majure.....	12
17. Subcontracting and Cession.....	12
18. Liability and Indemnification	12
19. Change Management	13
20. Disaster Recovery	13
21. Performance Metrics.....	13
22. Compliance with Laws and Regulations.....	14
23. Service Level Objectives	14
24. Service Credits	15
25. Service Escalation Procedures.....	15
26. Termination Conditions.....	16
27. Breach	16
28. Business Continuity	16
29. Term and Termination	17
30. Data Security	18
31. Dispute Resolution.....	18
32. Notices and Domicilia	19
33. Governing Law.....	19
34. General.....	19
35. Duly Authorised Signatures	19

Service Level Agreement (SLA)

1. INTRODUCTION

- 1.1. This Service Level Agreement (SLA) outlines the terms and conditions under which the Service Provider will deliver services to the Scheme. The purpose of this Agreement is to ensure that the necessary elements and commitments are in place to provide consistent service support and delivery to the Scheme by the Service Provider.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Agreement, Headings are for convenience only and are not to be used in its interpretation; and an expression, which denotes:
- 2.1.1. one gender includes the other genders;
 - 2.1.2. a natural person includes juristic and artificial persons and vice versa;
 - 2.1.3. the singular includes the plural and vice versa.
- 2.2. References to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any transaction entered into under the Agreement.
- 2.3. In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:
- 2.3.1. **“Agreement”** means this Service Level Agreement and its associated Annexures, as concluded between the Service Provider and the Scheme.
 - 2.3.2. **“Business Day”** means any day other than a Saturday, Sunday or statutory public holiday in the Republic of South Africa.
 - 2.3.4. **“Calendar Day”** means any day of the week and includes weekends and statutory public holidays proclaimed as such in the Republic of South Africa;

Service Level Agreement (SLA)

- 2.3.5. **"Party/ies"** – the Scheme and the Service Provider – reference to either shall be determined by the context;
- 2.3.6. **"the Scheme"** – South African Municipal Workers Union National Medical Scheme with registration number 394, duly registered with the Council for Medical Schemes (hereinafter referred to as "the Scheme");
- 2.3.7. **"termination date"** – the date of termination of this Agreement.
- 2.4. A reference to a document includes a reference to an amendment or supplement to or replacement or novation of that document.
- 2.5. The clause headings appearing in this Agreement are for reference purposes only and shall not affect the interpretation hereof.
- 2.6. If any provision in any definition set out in this Agreement is a substantive provision conferring rights or imposing obligations on any party, irrespective of whether it is set out only in a definition clause or such other clause, effect shall be given thereto as if it were a substantive provision set out in the body of this Agreement.
- 2.7. Where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail.

3. PARTIES TO THE AGREEMENT

3.1. The Parties to this Agreement are as follows:

- 3.1.1. South African Municipal Workers Union National Medical Scheme a Medical Scheme registered in terms of the Act with registration number 394 hereinafter referred to as the "Scheme" and
- 3.1.2. [Service Provider Name] a company registered and incorporated in terms of the company laws of South Africa with [Company Registration Number] and a duly accredited in terms of [Accreditation], hereinafter referred to as "the Service Provider".

4. SCOPE OF SERVICES

- 4.1. The Service Provider agrees to provide the following services to the Scheme:

Service Level Agreement (SLA)

- [List of services]

-

5. SERVICE PERFORMANCE

5.1. The Service Provider shall ensure that the services are performed in accordance with the following performance standards:

- [Performance standards]

-

6. SERVICE AVAILABILITY

6.1. The Service Provider shall ensure that the services are available [percentage]% of the time, excluding scheduled maintenance.

7. RESPONSE AND RESOLUTION TIMES

7.1. The Service Provider shall adhere to the following response and resolution times:

- [Response times]

- [Resolution times]

8. REPORTING AND MONITORING

8.1. The Service Provider shall provide regular reports on service performance and availability. The Scheme reserves the right to monitor and audit the Service Provider's performance.

9. PENALTY CLAUSE

9.1. In the event that the Service Provider fails to meet the agreed performance standards, the Scheme reserves the right to impose penalties as follows:

9.1.1. **Service Availability Penalty:** If the service availability falls below the agreed percentage, the Service Provider shall be subject to a penalty of [amount] for each percentage point below the agreed threshold.

Service Level Agreement (SLA)

- 9.1.2. **Response Time Penalty:** If the Service Provider fails to meet the agreed response times, the Service Provider shall be subject to a penalty of [amount] for each hour of delay beyond the agreed response time.
- 9.1.3. **Performance Metrics Penalty:** If the Service Provider fails to meet the agreed performance metrics, the Service Provider shall be subject to a penalty of [amount] for each metric that falls below the agreed standard.
- 9.1.4. **Cumulative Penalty Cap:** The total penalties imposed on the Service Provider in any given month shall not exceed [percentage]% of the monthly service fee.

10. FEES AND PAYMENT TERMS

- 10.1. The Scheme agrees to pay the Service Provider the fees outlined per the fees schedule contained as [Annexure A] of this Agreement for the services provided. Such fees may include, and is not limited to, fixed fees, hourly rates, or fees based on specific milestones or deliverables, as agreed upon by both parties.
- 10.2. The Service Provider shall issue invoices to the Scheme on a periodical basis as agreed upon between the parties, or upon completion of specified milestones or deliverables, as outlined per the fees schedule contained as [Annexure A] of this Agreement. Each invoice will detail the services provided, the corresponding fees, and any applicable taxes or additional charges.
- 10.3. Any services requested by the Service Provider fall outside the scope of the agreed-upon services, as defined in this Agreement and which attracts additional fees requires the Service Provider to provide the Scheme with a written estimate of any additional costs before commencing any work outside the scope of this Agreement.
- 10.4. Should the Scheme dispute any charges contained in an invoice, the Scheme shall undertake to notify the Service Provider in writing thereof prior to such payment falling due. Both parties shall work in good faith to promptly resolve any payment disputes. The Scheme may, at its discretion, elect to pay the undisputed portion of any invoice if any, while the dispute is being resolved.

Service Level Agreement (SLA)

- 10.5. The Service Provider may revise the fees set forth per the fees schedule contained as **[Annexure A]** of this Agreement with thirty (30) days' written notice to the Scheme, provided that such fee adjustments reflect changes in the cost of providing the services, inflation, or other relevant factors. The Scheme reserves the right to terminate the Agreement without prejudice if it finds the revised fee amounts to be unacceptable.
- 10.6. In the event of termination of this Agreement, the Scheme shall cause to pay all outstanding amounts due for services rendered prior to the termination date. Any fees for services rendered up to the termination date will be prorated, if applicable.

11. NON-DISCLOSURE AND CONFIDENTIALITY

- 11.1. Both parties agree to maintain the confidentiality of all information exchanged during the term of this Agreement. The Service Provider shall not disclose any confidential information to any third party without the prior written consent of the Scheme.
- 11.2. The Parties shall not, during the currency of this Agreement, or at any time thereafter, utilise or cause to be utilised, and/or directly or indirectly publish or cause to be published or otherwise disclose or cause to be disclosed to any third party, any of the Confidential Information of the other.
- 11.3. For the purposes of this Agreement "Confidential Information" shall mean:
- 11.3.1. any information disclosed, revealed or exchanged which pertains to, but is not limited to, Patient records, all intellectual property rights, all trade secrets, all agreements (whether in writing or not) which exists at the time of revealing the content, the content of all future agreements which may be entered into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, operational or financial aspects of the Parties;
- 11.3.2. any information of whatever nature, which has or may be obtained, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, clinical, personal, business or financial data or information, know-how formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, studies, findings, computer software, inventions or ideas;

Service Level Agreement (SLA)

- 11.3.3. analyses, concepts, compilations, studies and other material prepared by or in possession or control by either of the Parties which contain or otherwise reflect or are generated from any such information as is specified in this definition;
 - 11.3.4. all information which a third party has in terms of any agreement made available and which has become known to either of the Parties in the course of discharging the duties required in relation to the Agreement; and
 - 11.3.5. any dispute between the Parties resulting from this Agreement.
- 11.4. Now wherefore the Parties agree to:
- 11.4.1. use the Confidential Information only for purposes of discharging its obligations in terms of this Agreement;
 - 11.4.2. treat and safeguard the Confidential Information as private and confidential; and
 - 11.4.3. ensure proper and secure storage of all Confidential Information.
- 11.5. With regard to the retention of documents, the Parties agree that:
- 11.5.1. The Service Provider shall not be required to retain any documentation beyond any period required by any pertinent law or, where there is no legal requirement for a particular document, beyond a period of five (5) years.
 - 11.5.2. The Service provider shall be entitled to decide the medium on which any Scheme Data or any other material relating to the Scheme is to be retained. The Service Provider shall, in its sole discretion maintain a system of archiving in respect of all documentation, which shall enable it reasonable access to such documentation.
 - 11.5.3. Upon the expiry of the periods referred to herein above, the Service Provider shall be entitled to destroy the documentation which it no longer requires or is no longer obliged to keep, unless requested by the Scheme to store the said documentation on its behalf for a further period (which costs will be for the Scheme's account) or to hand the said documentation over to the Scheme.

12. PREVENTION OF FRAUD, WASTE, AND ABUSE

- 12.1. The Service Provider shall implement measures to prevent fraud, waste, and abuse in the delivery of services. Any suspected fraud, waste, or abuse must be reported to the Scheme immediately.

Service Level Agreement (SLA)

12.2. The Service Provider shall be obliged to participate in any forensic investigations pertaining to the services as outlined by way of this Agreement, without disruption to the ongoing delivery and performance of such services and without harm to the reputation of the Scheme.

13. DATA PROTECTION AND POPIA

13.1. The Service Provider shall comply with all applicable data protection laws and regulations. The Service Provider shall implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing, accidental loss, destruction, or damage. The Service Provider shall promptly notify the Scheme of any data breaches and cooperate with the Scheme in addressing and mitigating the impact of such breaches.

13.2. The Parties undertakes to comply with applicable laws and regulation on the protection of personal data relating to Members or third parties and other persons to which it may have access in the framework of the performance of its obligations. To this end the Parties will implement technical and organisational measures to address risks of alteration, loss and unauthorised access or processing of such personal data.

13.3. The Parties undertakes to keep such personal data confidential. Such data will be used for the sole purposes as contemplated in this Agreement. Only employees, suppliers, agents or affiliates, taking part in the performance of the obligations under this Agreement, may have access to such personal data on a need-to-know basis and in compliance with this confidentiality undertaking.

13.4. To assist with this obligation, the Parties shall make all reasonable endeavours to ensure that any accessible data/images are suitably anonymised where necessary and appropriate with the aim to ensure that such data/images do not constitute 'personal data' as defined under applicable law including the Protection of Personal Information Act, 2013.

13.5. In case of termination of this Agreement, the Parties will at it their cost, destroy such personal data or return to the other any copies thereof, unless authorised to keep such information for specific purposes or unless such Party is prevented from doing so, for instance by law, in which event the data will be kept confidential and will not be processed for any purpose other than those necessary to comply with legal obligations.

Service Level Agreement (SLA)

14. SERVICE LEVEL REVIEWS

- 14.1. The Scheme and the Service Provider shall conduct regular service level reviews to assess the performance of the services provided. These reviews shall be conducted [frequency] and shall include an evaluation of service performance, identification of any issues or areas for improvement, and agreement on any necessary corrective actions.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. All intellectual property rights in any materials or deliverables created or provided by the Service Provider in the course of providing the services shall be owned by the Scheme. The Service Provider shall assign to the Scheme all rights, title, and interest in such materials or deliverables. The Service Provider shall not use any intellectual property of the Scheme without the prior written consent of the Scheme.
- 15.2. The Service Provider and the Scheme acknowledge the confidentiality of the data and information relating to the Members of the Scheme.
- 15.3. All data and information made available to the Service Provider relating to Members of the Scheme and all systems and material developed by the Scheme, which is not a matter of public knowledge or lawfully available from any other source, shall be and remain confidential and the property of the Scheme, and shall not be disclosed to any third party, other than as contemplated in this Agreement, or which has been lawfully requested by any Government Minister, Governmental Body or Department or statutory body or as directed by a Court of competent jurisdiction or in compliance with any other law. No Intellectual Property rights are granted or assigned under this Agreement.

16. FORCE MAJEURE

- 16.1. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, labour disputes, government orders, or any other force majeure event. The affected party shall notify the other party as

Service Level Agreement (SLA)

soon as possible and shall make reasonable efforts to mitigate the impact of the force majeure event.

- 16.2. Should a party to this Agreement be rendered unable, wholly or in part, by *force majeure* affecting it, to carry out its obligations under this Agreement, then the party so affected shall within five (5) business days of the occurrence constituting *force majeure*, give written notice to the other party of the commencement and nature of the *force majeure*. Thereupon, the obligations of the party concerned, to the extent that it is so affected by the *force majeure*, shall be reduced or suspended during, but not longer than, the continuance of the *force majeure*.
- 16.3. The party invoking the *force majeure* shall use its best endeavours to terminate the circumstances giving rise to the *force majeure* and upon termination of the circumstances giving rise thereto, shall forthwith give notice in writing thereafter to the other party.
- 16.4. In the event of the obligations of a party invoking *force majeure* being reduced or suspended for a period exceeding thirty (30) days, the other party shall be entitled to terminate this Agreement on one (1) months' notice in writing to the other party.
- 16.5. The expression "*force majeure*" shall include but not be limited to, an act of God, fire, flood, riot, war, unavailability or rationing of electricity, embargoes, civil unrest, insurrection, terrorism, industrial action and restrictions by any government or governmental authority

17. SUBCONTRACTING AND CESSION

- 17.1. The Service Provider shall not subcontract any of its obligations under this Agreement without the prior written consent of the Scheme. The Service Provider shall remain fully responsible for the performance of any subcontracted obligations and shall ensure that any subcontractors comply with the terms of this Agreement.
- 17.2. Neither Party may cede, assign or otherwise make-over any of its rights and/or obligations arising from this Agreement to any third party without the prior written consent of the other Party, which consent may be withheld for any reason whatsoever.

18. LIABILITY AND INDEMNIFICATION

Service Level Agreement (SLA)

18.1. The Service Provider shall be liable for any damages, losses, or expenses incurred by the Scheme as a result of the Service Provider's breach of this Agreement or negligence in the performance of its obligations. The Service Provider shall indemnify and hold harmless the Scheme, its officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses arising out of or in connection with the Service Provider's performance of this Agreement.

19. CHANGE MANAGEMENT

19.1. Any changes to the scope of services, performance standards, or any other terms of this Agreement shall be managed through a formal change management process. The Service Provider shall submit a change request to the Scheme for approval. The change request shall include details of the proposed change, the impact on service delivery, and any associated costs.

19.2. The Scheme shall review and approve or reject the change request within a reasonable timeframe.

20. DISASTER RECOVERY

20.1. The Service Provider shall implement and maintain a disaster recovery plan to ensure the continuity of services in the event of a disaster. The disaster recovery plan shall include procedures for data backup, system restoration, and business continuity. The Service Provider shall regularly test and update the disaster recovery plan to ensure its effectiveness. In the event of a disaster, the Service Provider shall promptly notify the Scheme and take all necessary steps to restore services as quickly as possible.

21. PERFORMANCE METRICS

21.1. The Service Provider shall measure and report on the following performance metrics to ensure the quality and effectiveness of the services provided:

- [List of performance metrics, e.g., uptime percentage, response time, resolution time, customer satisfaction, etc.] The Service Provider shall provide regular performance reports

Service Level Agreement (SLA)

to the Scheme and shall take corrective actions if the performance metrics fall below the agreed standards.

22. COMPLIANCE WITH LAWS AND REGULATIONS

22.1. The Service Provider shall comply with all applicable laws, regulations, and industry standards in the performance of its obligations under this Agreement. The Service Provider shall obtain and maintain all necessary licenses, permits, and approvals required to provide the services. The Service Provider shall promptly notify the Scheme of any changes in laws or regulations that may impact the delivery of services.

23. SERVICE LEVEL OBJECTIVES

23.1. The Service Provider shall establish and maintain service level objectives (SLOs) to ensure the delivery of high-quality services. The SLOs shall include specific, measurable, achievable, relevant, and time-bound (SMART) targets for key performance indicators (KPIs) such as service availability, response times, resolution times, and customer satisfaction. The Service Provider shall regularly review and update the SLOs in consultation with the Scheme to ensure continuous improvement in service delivery.

24. SERVICE CREDITS

24.1. In the event that the Service Provider fails to meet the agreed service level objectives, the Scheme shall be entitled to service credits as compensation. The service credits shall be calculated as follows:

24.1.1. **Service Availability Credits:** If the service availability falls below the agreed percentage, the Scheme shall be entitled to a credit of [amount] for each percentage point below the agreed threshold.

24.1.2. **Response Time Credits:** If the Service Provider fails to meet the agreed response times, the Scheme shall be entitled to a credit of [amount] for each hour of delay beyond the agreed response time.

24.1.3. **Resolution Time Credits:** If the Service Provider fails to meet the agreed resolution times, the Scheme shall be entitled to a credit of [amount] for each hour of delay beyond the agreed resolution time.

Service Level Agreement (SLA)

- 24.1.4. **Performance Metrics Credits:** If the Service Provider fails to meet the agreed performance metrics, the Scheme shall be entitled to a credit of [amount] for each metric that falls below the agreed standard.
- 24.1.5. **Cumulative Credit Cap:** The total service credits awarded to the Scheme in any given month shall not exceed [percentage]% of the monthly service fee.

25. SERVICE ESCALATION PROCEDURES

- 25.1. In the event that the Service Provider fails to meet the agreed service levels or if there are any issues that require escalation, the following escalation procedures shall be followed:
- **Level 1 Escalation:** The issue shall be escalated to the Service Provider's designated point of contact. The Service Provider shall respond within [timeframe] and provide a resolution plan.
 - **Level 2 Escalation:** If the issue is not resolved at Level 1, it shall be escalated to the Service Provider's senior management. The Service Provider's senior management shall respond within [timeframe] and provide a resolution plan.
 - **Level 3 Escalation:** If the issue is not resolved at Level 2, it shall be escalated to the Scheme's senior management. The Scheme's senior management shall work with the Service Provider's senior management to resolve the issue.

26. TERMINATION CONDITIONS

- 26.1. This Agreement may be terminated under the following conditions:
- 26.1.1. **Termination for Convenience:** Either party may terminate this Agreement for convenience by providing [number] days' written notice to the other party.
- 26.1.2. **Termination for Cause:** Either party may terminate this Agreement for cause if the other party breaches any material term of this Agreement and fails to cure such breach within [number] days of receiving written notice of the breach.
- 26.1.3. **Termination for Insolvency:** Either party may terminate this Agreement if the other party becomes insolvent, files for bankruptcy, or is placed under receivership.
- 26.1.4. **Termination for Force Majeure:** Either party may terminate this Agreement if a force majeure event continues for more than [number] days and prevents the performance of the obligations under this Agreement.

Service Level Agreement (SLA)

26.1.5. **Termination Notice:** Notice of termination shall be in writing by either the Scheme or the Service Provider to the other and may be given not less than **xxx (x)** calendar months before either the expiry of the initial period as determined by way of this Agreement or the expiry of any extension period to this Agreement.

27. BREACH

27.1. Should either Party commit a breach of any of the provisions of this Agreement (hereinafter “The Defaulting Party”), the other Party (hereinafter “The Aggrieved Party”) shall then be entitled to formally demand from the Defaulting Party fourteen (14) Calendar Days’ by way of written notice to remedy the breach.

27.2. Should the Defaulting Party fail to comply with such notice, the Aggrieved Party shall be entitled to *immediately* cancel this Agreement and claim damages and/or specific performance whether or not the due date for payment and/or performance shall have arrived and without affecting the Aggrieved Party’s right to claim damages or to institute any other claim to which it may be entitled in law or in terms of this Agreement.

27.3. Notwithstanding anything to the contrary contained herein, if:

27.3.1. Either Party is liquidated (provisionally or finally) or;

27.3.2. Enters or attempts to enter into a compromise with any of its creditors; or

27.3.3. Either Party’s property is attached pursuant to an order of Court; or

27.3.4. A judgement is granted against either Party which is not satisfied within thirty (30) Calendar days of it being given or against which an application for Rescission or an Appeal is not noted within that time (provided that such Application or Appeal is proceeded with expeditiously and with due care and diligence);

the Parties shall be entitled to immediately cancel this Agreement and claim such damages as it may have suffered and/or to demand specific performance of any or all of the Defaulting Party’s obligations in terms of this Agreement.

28. BUSINESS CONTINUITY

28.1. The Service Provider shall implement and maintain a business continuity plan to ensure the uninterrupted delivery of services in the event of any disruptions. The business continuity

Service Level Agreement (SLA)

plan shall include procedures for risk assessment, incident response, and recovery strategies. The Service Provider shall regularly test and update the business continuity plan to ensure its effectiveness. In the event of a disruption, the Service Provider shall promptly notify the Scheme and take all necessary steps to restore services as quickly as possible.

29. TERM AND TERMINATION

28.1. This Agreement shall commence on [start date] and shall continue until [end date], unless terminated earlier by either party with [number] days' written notice.

27.2. This Agreement shall subsist for the period as outlined in the preceding clause, with the option of extension for an additional year or term, necessitated by way of a written mutual agreement between the parties.

30. DATA SECURITY

30.1. The Service Provider shall implement and maintain robust data security measures to protect the Scheme's data from unauthorized access, disclosure, alteration, or destruction. These measures shall include, but are not limited to, encryption, access controls, regular security audits, and vulnerability assessments. The Service Provider shall promptly notify the Scheme of any data security incidents and cooperate with the Scheme in addressing and mitigating the impact of such incidents.

30.2. Any documents or records (including written instructions, notes or memoranda) relating to the Agreement which are to be provided or which come into either Party's possession during the currency of this Agreement, are deemed to be the property of the other and shall be surrendered on demand, and in the event of the expiry or termination of this Agreement, the Receiving Party may not retain any copies thereof or extracts therefrom without obtaining the prior written permission of the other.

31. DISPUTE RESOLUTION

31.1. Any disputes arising out of or in connection with this Agreement shall be resolved through negotiation between the parties.

Service Level Agreement (SLA)

- 31.2. In the event of the negotiation between the designated representatives not resulting in an agreement signed by the Parties resolving the dispute within fifteen (15) business days, the Parties must refer the dispute for resolution by way of mediation to an independently appointed Mediator.
- 31.3. Should mediation fail, the matter shall be referred to arbitration within fifteen (15) days of such failed outcome.
- 31.4. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration Act, 1965 (Act No 42 of 1965 as amended) provided that:
- 31.4.1. a single Arbitrator shall be appointed;
- 31.4.2. the Arbitrator shall be a practicing attorney or Counsel of not less ten (10) years legal experience, agreed upon by the Parties; and
- 31.4.3. The decision of the Arbitrator shall be final and binding on the Parties.
- 31.5. No provision contained in this Agreement shall prevent the Parties from access to an appropriate court of law for any interim relief and/or order for a specific performance.

32. NOTICES AND DOMICILIA

- 32.1. The Parties choose as their *domicilia citandi et executandi* their respective addresses set out in this provision for all purposes arising out of or in connection with this Agreement, at which address all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered by other Parties.
- 32.2. For the purpose of this Agreement, the Parties' respective *Domicilium* addresses shall be deemed as follows:

The Service Provider:

Physical and Postal Address:

E-mail Address:

Service Level Agreement (SLA)

The Scheme:

Cnr. Trematon and Lascelles Streets

Athlone, Cape Town

Western Cape, South Africa

7760

francinam@samwumed.org

32.3. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

32.4. Any Party shall be entitled, from time to time, on reasonable written notice to the other, vary its email address or postal address to any other postal address within the Republic of South Africa.

32.5. Any notice delivered by hand from either Party to the other ("*The Addressee*"), shall be deemed to have been received by the addressee on the first (1st) Business Day following the date of delivery or transmission, as the case may be.

33. GOVERNING LAW

33.1. This Agreement shall be governed by and construed in accordance with the laws of South Africa.

33.2. This Agreement is governed by the laws of the Republic of South Africa, and accordingly, any dispute concerning *inter alia* the validity, existence, interpretation, rectification, breach, or termination, shall be determined in accordance with the laws of the Republic of South Africa.

34. GENERAL

34.1. This Agreement constitutes the entire agreement between the Parties as it pertains to the subject matter hereof. No agreement, representations, or warranties between the Parties, other than those set out herein, are binding on the Parties.

Service Level Agreement (SLA)

- 34.2. No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force and/or effect unless reduced to writing and signed by all the Parties or their duly authorized representatives.
- 34.3. No latitude, extension of time or any other indulgence which may be given or allowed by any Party to any other Party in respect of the performance of any obligation in terms of this Agreement or the enforcement of any right arising from this Agreement and not single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement, or stop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision in terms hereof.
- 34.4. The Parties agree that to the extent that any term of this Agreement is in conflict with any applicable law or be held to be unenforceable or invalid for any reason whatsoever, such term shall be treated as *pro non scripto* and shall be severable from the balance of this Agreement, which shall continue to be of full force and/or effect.
- 34.5. The Parties are independent contractors and at all relevant times during the currency of this Agreement no employer-employee relationship shall exist between them.

35. DULY AUTHORISED SIGNATURES

By signing below, both parties agree to the terms and conditions outlined in this Service Level Agreement.

For SAMWUMED:

Name: Francina Mosoeu

Title: Principal Officer

Signature:

Date:

For **[SERVICE PROVIDER NAME]**:

Service Level Agreement (SLA)

Name: [Name]

Title: [Title]

Signature:

Date: