



SERVICE LEVEL AGREEMENT

Made and entered into by and between

George Municipality

A municipality duly established in terms of Local Government Municipal Structures
Act 117 of 1998

herein represented by ALLEN PAULSE in her/his capacity as ACTING MUNICIPAL MANAGER duly
authorised thereto

(Hereinafter referred to as "***the George Municipality***")

and

ESRI SOUTH AFRICA (PTY) LTD

a company duly registered in terms of the Companies Act, 2008 (as amended)

Registration number **1989/006809/07** and herein represented by

Hendry Nkosi his capacity as **Director** duly authorised thereto

(Hereinafter referred to as "Esri SA")



The information contained in this document is for the exclusive use and evaluation by the George Municipality (above we are referred to as the client). No information provided in this document may be provided to any other party without the prior permission of Esri SA.

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All requests should be sent to info@esri-southafrica.com

Esri South Africa | Reg No: 1989/006809/07 | VAT No: 4940101092

3rd Floor, The Armoury Building, Buchanan Square | 160 Sir Lowry Road, Woodstock | Cape Town

Tel: +27 21 422 4620 | Fax: +27 21 422 4628

www.esri-southafrica.com

Directors: P.J. McKivergan (Managing), H.S. Nkosi, M.J. Mophethe (Non-Executive)

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List of Abbreviations

Esri	-	Environmental Systems Research Institute
GIS	-	Geographic Information System
SLA	-	Service Level Agreement
CPI	-	Consumer Price Index

List of Annexures

Annexure A:	Esri South Africa Sole Authorised Distributor
Annexure B:	Completed Tender Document
Annexure C:	Final Letter Signed
Annexure D:	Final Contract Signed

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2 PREAMBLE

The objective of this agreement is to formalize the institutional agreement between the George Municipality and Esri SA and set out the terms and conditions of this contractual relationship.

Esri SA has been contracted by the George Municipality for the following:

2.1 Esri Software Licenses

The provision of Esri GIS Software Licenses is for a three-year period to the amount of **R 3,043,978.54** (Three million and forty-three thousand, nine hundred and seventy-eight Rand and fifty-four cents) including VAT. This amount is fixed for the duration of the contract. For detailed software licenses see Annexure B section 3 Category 1: Licensing.

2.2 Professional Services, Support and Training

Included in the agreement is Professional Services and Support for a three-year period to the amount of **R 2,245,616.04** (Two million two hundred and forty-five thousand six hundred and sixteen rand and four cents) including VAT. This amount is fixed for the duration of the contract. For detailed support see Annexure B section 4 Category 4.

2.3 Additional licenses, imagery, professional services, support, and training

In addition to the items listed in points 2.1 and 2.2 above, additional Esri software licenses, formal training, imagery, additional value add modules, professional services and technical support is available to the client for the duration of the SLA. Requests for additional software, imagery, Esri modules, formal training and support will be done on a proposal bases using the rates and pricing listed in the tender document Annexure B.

3 SCOPE OF AGREEMENT

That Esri SA support and enhance the current Esri GIS Solution and provision of associated Professional Services at the offices of the George Municipality will be effective from date

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of the official order for year 1 software is received by Esri SA. It is specifically recorded that software licenses and/or maintenance thereof are included in this agreement.

The scope of works is dependent on the technology, new software releases of both Esri SA Software and 3rd Party technology as well as specific requirements of the George Municipality.

3.1 In Scope

Professional Services for the enhancement and further customization of the Esri SA software to meet the George Municipality requirements, spatial data capture and updates as requested by the George Municipality as well as the provision, installation and configuration of GIS hardware required to run the Geographic Information System (GIS) to the budget limits in Clause 5.2.

3.2 Out of Scope

This agreement does not cover any support already covered in the general Esri SA support provided to all our client's i.e., telephonic operational and technical support between the George Municipality and Esri SA.

4 PROFESSIONAL SERVICES, SUPPORT AND TRAINING

Professional Services included as part of this SLA entails the further enhancement and customisation of the Esri SA software platform, that include databases design and modification, script generation for exporting to 3rd Party application, building of web maps and applications and other custom application widgets and tools, provide GIS technical support and provide GIS data capture services to meet the George Municipality user requirements.

4.1 Technical Support

Three hundred and fifty hours (standard) and hundred hours (advanced) per year technical and operational support to i.e., assistance with desktop, services configuration, database design issues, exporting scripts, on-site consultation, application implementations and mobile deployments. These hours will be

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monitored and signed off by the George Municipality. Any hours not utilised, the final invoice will be changed and signed off by both parties.

a) Tier 1 Support: Telephonic and Remote Support

All support calls must be logged at support@esri-southafrica.com and carbon copied to Esri South Africa, Cape Town office. It is critical that the type of support is identified as well as the respective directorate or department requesting the support. Esri South Africa will maintain a database of all calls logged. All level 1 support calls will be dealt with within 24 hours.

The process for obtaining Tier 1 support will involve:

- Log a call with support@esri-southafrica.com and the Esri South Africa, Cape Town Office by clearly describing the problem or fault
- Tier 1 support will analyse the problem and try to resolve the problem telephonically or remotely
- If the problem is a specific Esri technology issue, Esri South Africa will despatch a resource to George Municipality to resolve the problem.
- Esri South Africa will maintain a log of all support hours which will be provided to George Municipality annually when renewing the software licenses.
- If the problem cannot be resolved by Tier 1 support, Tier 2 support will be requested to deal with the issue on site at an agreed fee as listed in section 5.2 below.

b) Tier 2 Support (Premium Support)

Tier 2 support will involve an Esri resource being despatched to George Municipality to deal with a request on-site.

The proposed process is:

- George Municipality to log a call with the Esri South Africa, Cape Town Office by clearly describing the task or fault and request a proposal from Esri to deal with the problem.

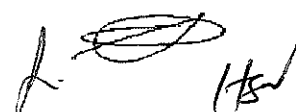
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- Esri will provide George Municipality with a formal quote at the rates as indicated in section 5.2 below, providing an overview of the solution the solution and the effort required to resolve the task or fault.
- George Municipality will first have to approve the proposal and then give instruction to Esri South Africa to undertake the work.
- On approval of the proposal Esri South Africa will undertake the work.
- George Municipality will sign off on the deliverable once completed.

c) Esri South Africa's Support Desk

Esri SA support desk will be open and functional during the following periods:

- Days of the Week: Monday through to Friday (excluding Public Holidays)
- Operational Hours: 08:00 to 16:00
- Contact Numbers: (011) 238 6300 or support@esri-southafrica.com or your local representative in Cape Town

d) Support Call Procedures

- The Esri SA Support Desk will accept calls from the nominated personnel within George Municipality. The duty of the Esri SA's Support Desk is to register an official incident together with a full description of the problem that occurred. All Support Desk calls are registered in Esri SA's Customer Relationship Management system and all incidents will receive a unique number that can be used for future tracking purposes. These incident numbers will be forwarded back to the George Municipality callers as acknowledgement and reference.
- The support call will then be forwarded to the appropriate specialist that will be in contact with the issue owner to facilitate and to resolve the incident as soon as possible.
- Open call duration cannot be determined or limited but Esri SA guarantee that the utmost attention is given to all outstanding open support calls. If, at any point Esri SA requires additional information or support from Esri Inc.

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Technical Support, Esri SA Support Desk will open a call with Esri Inc. Support to address the issue at hand

- Any faults, defects or improvements logged by the George Municipality will be with the Esri SA technical resource as well as with Esri SA Account Manager. Receipt of issues logged needs to be acknowledged. Calls will be logged during the working hours of 08:00 to 16:30 on workdays. Any calls logged after 16:30 or before 08:00 will be seen as logged at 08:00 on the next working day.

e) Roles and Responsibilities

The following roles and responsibilities have been identified to facilitate the process seamlessly

Custodian	Rolls and Responsibilities
George Municipality	First line support First line problem identification Log support calls with Esri SA
Esri SA	Investigate issues logged Identify problems Solve problems logged Provide Job Report for each specific issue logged.

f) SLA Measurements

This SLA will be measured by the response time taken to resolve/fix a reported technical problem and the time taken to respond to a request for enhancements or data.

4.2 Application Enhancement, Custom Application Development and Skills Transfer

a) Technical Hours

In addition to Technical Hours referred to in par 2.2 additional Professional Service Hours could be obtained from Esri SA to facilitate Application Enhancement, Custom Application Development and Skills Transfer. Any additional Services as mentioned in this paragraph, will depend on a quotation which must be signed and approved by both parties

b) Application Development

Hours can be obtained for application development and customisation that include architectural design, database design, data management, data cleaning and or system configuration on the ArcGIS platform

c) Process

- The George Municipality to define requirement and request proposal from Esri SA
- Esri SA submit proposal to the George Municipality
- The George Municipality to approve/ reject proposal
- If approved, the George Municipality to instruct Esri SA will commence with the work

d) Esri Resources

The cost for Esri Resources will be quote and invoiced per rates below as per the tender document. Any additional resources/hours can be procured at these rates on a proposal basis.

TECHNICAL SUPPORT	Hourly Rate	Year
On-Site Technical Support (Hours)	R850,00	Year 1
	R918,00	Year 2
	R991,44	Year 3
On Site Technical Support (Ad-hoc Hours)	R1 000,00	Year 1
	R1 080,00	Year 2
	R1 166,40	Year 3

e) Communication Plan

The George Municipality authorised representatives, see names below, will provide Esri SA's authorised representatives, see names below, with an e-mail of all requests (urgent telephonic requests will be followed up with an e-mail as well).

- **George Municipality Contacts:**

Stephan Jansen van Vuuren – Acting IT Manager –

sjiansenvanvuuren@george.gov.za

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- Esri SA contacts:

Louis Kruger – Account Manager – lkruger@esri-southafrica.com

4.3 Training

a) Self-Paced e-Learning

- i Unlimited, self-paced e-Learning resources is now available to each member with an identity at George Municipality's GIS Account. Therefore, each user with a login will have access to Esri's large online training resource portal. <https://www.esri.com/training/>

b) Instructor Led Training

- i George Municipality will have access to the official Esri certified training courses that can be held Esri South Africa Office in Midrand. On-site group training at George Municipality is also available, however this will require a minimum number of 8 employees that require training. Details of the various formal Esri training courses can be obtained at <https://www.esri-southafrica.com/training-overview/>
- ii George Municipality will be able to liaise directly with the Esri South Africa's Training Coordinator to facilitate and address any training requirements i.e., the availability and booking of courses as well as the assistance in the creation of education paths for learners within George Municipality.

5 SLA COSTS

5.1 Esri SA Software Costs

The total value for the software services provided for the duration of the agreement amounts to a total cost of **R 3,043,978.54** (Three million and forty-three thousand, nine hundred and seventy-eight Rand and fifty-four cents) including VAT. This amount is fixed for the duration of the contract. For detailed costs see Annexure B section 3 Category 1: Licensing as well as table below.

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No	Description	Costs
1	Esri Software Licenses - Year 1	R815 345,54
2	Esri Software Licenses - Year 2	R880 573,22
3	Esri Software Licenses - Year 3	R951 019,07
	Sub Total	R2 646 937,83
	VAT @ 15%	R397 040,67
	Total	R3 043 978,54

5.2 Esri Software licenses included in the Agreement

The following Esri Software license and number of licenses are included in the agreement for the 3-year term.

CATEGORY 1 (LICENCING)

Enterprise (Perpetual)	No of Licences
GIS Enterprise Standard (Includes: GIS GIS Server Standard (4 Core Default), Portal for GIS, Uncapped Viewer User Type, 5 x Creator User Type, GIS Schematics)	2
GIS Enterprise Creator User Type: 1 to 49 Users	30
GIS Enterprise Editor User Type	10
GIS Enterprise Field Worker User Type	10
GIS for Developers - Enterprise Subscription	1
Enterprise (Extensions)	
GIS Network Analyst for ArcGIS Server Standard	1
GIS Workflow Manager (Classic) for ArcGIS Server Advanced	1
Enterprise - Capability Servers	
GIS Image Server	1
GIS GeoEvent Server	1
Desktop	
GIS Desktop Advanced Concurrent Use - Primary License	1
GIS Desktop Standard Concurrent Use - Secondary License	10
GIS Desktop Basic Concurrent Use - Primary License	1
GIS Desktop Basic Concurrent Use - Secondary License	24
Desktop - Extensions	
GIS 3D Analyst Concurrent Use - Primary	1
GIS Spatial Analyst Concurrent Use - Primary	1
GIS Workflow Manager Concurrent Use - Primary	1
GIS Network Analyst Concurrent Use - Primary	1
GIS Data Interoperability Concurrent Use - Primary	1
GIS Maps for Office	45
GIS for Power BI	45
Cloud (GIS Online - Termed)	
GIS Online Viewer User Type - Term License	5
GIS Online Editor User Type	5
GIS Online Field Worker User Type	5

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GIS Online Creator User Type	38
GIS Online Service Credits (1,000 Credits) - (Included)	5
Esri Premium Apps	
GIS Insights - Perpetual License for use with GIS Enterprise	1
GIS Drone2Map - Term License for use with GIS Enterprise	1
GIS CityEngine Advanced Concurrent Use - Primary License	1

5.3 Professional Service Costs

Total Professional Services cost for the duration of the contract is **R 2,245,616.04** (Two million two hundred and forty-five thousand six hundred and sixteen rand and four cents) including VAT. For detailed support see Annexure B section 4 Category 4 as well as the table below.

TECHNICAL SUPPORT	Hourly Rate	Estimated Hours	Year 1 Rates	Year 2 Rates	Year 3 Rates
On-Site Technical Support (Hours)	R850,00	350	R297 500,00	R321 300,00	R347 004,00
	R918,00				
	R991,44				
On Site Technical Support (Ad-hoc Hours)	R1 000,00	100	R100 000,00	R108 000,00	R116 640,00
	R1 080,00				
	R1 166,40				
	Monthly rate	Required months			
Generation/ Generating and updating of the Registered Property and survey General Approved Layers	R17 000,00	12	R204 000,00	R220 320,00	R237 945,60
	R18 360,00				
	R19 828,80				
SUB-TOTAL			R601 500,00	R649 620,00	R701 589,60
15 % VAT			R90 225,00	R97 443,00	R105 238,44
TOTAL RATES			R691 725,00	R747 063,00	R806 828,04

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5.4 Total Costs

The total value for the software and support services rendered for the duration of the agreement amounts to a total cost of **R 5,289,594.58** (Five million two hundred and eighty-nine thousand five hundred and ninety-four fifty-eight cents) including VAT.

6 INVOICING AND PAYMENT

- a) Esri SA will invoice the George Municipality in accordance with the applicable fees. Such invoices will comply with all applicable legislation, including but not limited to VAT registration.
- b) Invoices are payable within thirty (30) days from the date of issue. Payment will be deemed overdue if it remains unpaid thereafter.

7 TAXES

- a) Value-Added Tax, if applicable, will be charged at the prevailing rate on the date of Invoice. Should withholding taxes be applicable, they will be charged over and above the agreed upon prices for the Services. Esri SA expects to receive, in its bank account, the amounts reflected on Invoices free of any deductions.
- b) The George Municipality will not deduct any PAYE, SDL or UIF from any of the George Municipality's invoices as Esri SA does not fall into definition of a Personal Services Company as defined by the South African Revenue Services (SARS).

8 CO-OPERATION AND COMPLIANCE REQUIREMENTS

The following key business terms and conditions will apply:

- a) This SLA is for 3 years from the date of the official order for year 1 software is received by Esri SA.
- b) The George Municipality will establish a single point of contact for proposals and deliveries.



- c) The George Municipality and Esri SA will confirm the dates for site visits in advance, except in emergencies where Esri SA will get a resource on site within 16 hours.
- d) The George Municipality will provide Esri SA with a list of requirements that need to be undertaken by Esri SA. The list will be prioritised by the George Municipality and both parties will need to agree that the work required can be completed in the given timeframe and budget.
- e) The George Municipality is to provide Esri SA with the list of requirements prior to a scheduled visit.
- f) Esri SA will, upon instruction from the George Municipality, develop and submit proposals to the George Municipality as and when required.
- g) Any tools, applications or viewers developed by Esri SA for the George Municipality under this SLA can only be deployed at the official George Municipality sites.
- h) The source code developed by Esri SA for the George Municipality under this SLA will be made available to the George Municipality for their own internal use.
- i) Upon confirmation of the date of order, Esri SA must deliver the software and support services stipulated on such order.
- j) Esri SA must ensure that all software be installed and activated at the George Municipality Address

9 SEVERABILITY AND VARIATION

- a) This agreement, together with its Annexures, constitutes the entire agreement between the Parties and no amendment, alternation, addition or variation of any right, term, or condition of this agreement, including of this clause, will be of any force or effect unless reduced to writing and signed by the Parties to this agreement.
- b) The Parties agree that no other terms or conditions, variations, or representations, whether oral or written, and whether express or implied, or otherwise shall be of force, other than those contained in this agreement.

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- c) This agreement replaces any other previous verbal or written agreement entered between parties.
- d) In the event of any clause in this agreement or part of any clause being found to be invalid for any reason whatsoever, such clause or part thereof shall be severable from the remainder of this agreement and shall not affect the validity of such remainder.

10 DISPUTE RESOLUTION

- a) If the Parties are unable to resolve any dispute, resulting from this Agreement by means of joint co-operation or discussion between the individuals directly involved with the execution of this Agreement, within one week after a dispute arises or such extended time period as the Parties may in writing allow, then such a dispute shall be submitted to the most senior executives of the Parties who shall endeavour to resolve this dispute, within 5 (five) calendar days after it having been referred to them.
- b) Should the dispute not be resolved in the aforesaid manner, then it shall be resolved by way of mediation, in accordance with the provisions contained in this Agreement

11 MEDIATION

11.1 Dispute Resolution

A dispute between the Parties relating to any matter arising out of this Agreement or the interpretation thereof shall be referred to mediation, by either of the Parties, by way of a Notice to the other party, in which Notice particulars of the dispute are set out.

11.2 Mediation Proceedings

Such mediation proceedings shall be held in Cape Town and shall be held in a summary manner, which shall mean that it shall not be necessary to observe or carry out:


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- a) The usual formalities of procedure (e.g., there shall not be any pleadings or discovery).
- b) The strict rules of evidence.
- c) Immediately and with a view to its being completed within 14 calendar days after it is demanded.

11.3 Mediator

The mediator for such proceedings shall:

- a) If the matter in issue is primarily an accounting matter, be an independent auditor with at least 10 years' experience, agreed upon by the Parties; or
- b) if the matter in issue is primarily a technical matter, be a suitably qualified person agreed upon by the Parties or
- c) any other matter, be a practising advocate or attorney, admitted as such in accordance with the legislation of the law governing this Agreement, with at least 15 years' experience, agreed upon by the Parties and, failing agreement, nominated by the chairperson for the time being of the Cape Bar Council.

11.4 Mediation severability

The "mediation" clause in this Agreement shall be severable from the rest of this Agreement and therefore shall remain effective between the Parties after this Agreement has been terminated.

11.5 Interpretation

No clause in this Agreement which refers to mediation shall mean or be deemed to mean or interpreted to mean that either of the Parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the mediator.

Handwritten signatures and initials in the bottom right corner of the page. There are two distinct signatures, one appearing to be 'J.' and another 'HW'.

11.6 Arbitration

Any dispute not resolved through mediation as set out in 12.1 – 12.5 above shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa (AFSA).

12 REVIEW OF AGREEMENT

12.1 Timeframe

The agreement may be reviewed every 365 days by the parties, who may mutually agree in writing to amend the agreement to address the conclusions of a review, changes in budget allocations, under or over performance in relation to the requirements, performance targets and other provisions.

12.2 Authorized Representative

Esri SA and the George Municipality may each appoint an authorised representative who shall:

- a) meet, when necessary, at the George Municipality offices.
- b) not be entitled to take decisions that will bind the parties unless, as far as the George Municipality is concerned, such decisions are approved in writing by the Municipal Manager.
- c) not be entitled to take decisions that would have the effect of amending this agreement unless such decisions are reduced to writing and signed on behalf of the parties by their duly authorised representatives.

13 BREACH AND CANCELLATION OF CONTRACT

- a) Apart from the provisions of clause 15 below, the George Municipality shall be entitled to cancel (at no cost to the George Municipality) this agreement in writing with immediate effect in the event Esri SA breaches any other provision of this agreement and fails to remedy such breach within 7 (seven) business days of receipt of a written notice from the George Municipality, calling upon it to do so. In this

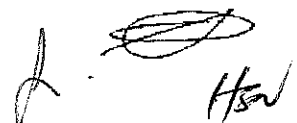
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Directors: P.J. McKivergan (Managing), H.S. Nkosi, M.J. Mophethe (Non-Executive)

Handwritten signatures and initials in the bottom right corner of the page. There are two distinct signatures, one appearing to be 'H.S.' and another that is less legible, possibly 'M.J.' or similar.

instance, the George Municipality may elect to exercise its rights under clause 14 b), provided that in the event the default is a material breach of a nature that is impossible to cure the termination shall be immediate and shall become effective after the George Municipality gave a written notice of cancellation to Esri SA.

- b) If the George Municipality cancels this agreement for breach of any of its provisions by Esri SA, the George Municipality shall be entitled to claim damages and / or specific performance from Esri SA. Alternatively, the George Municipality may appoint a third party for the performance of services not completed by Esri SA at the time of cancellation, in which case the George Municipality shall first pay the remuneration due to such third party from the amount owed to Esri SA, and thereafter remunerate Esri SA from the balance of such amount, only after damages have been subtracted, should any damages for breach be due to the George Municipality.

14 TERMINATION OF AGREEMENT

14.1 Esri SA non-compliance

The George Municipality shall be entitled to terminate this agreement forthwith by means of a written notice of cancellation to Esri SA, if Esri SA:

- a) is placed under provisional of final sequestration or liquidation or commits an act of insolvency in terms of Section 8 of the Insolvency Act 24 of 1936, as amended; or take any steps whatsoever for its voluntary winding up or generally do or commit to do anything to be done which may materially prejudice the George Municipality's rights under this agreement.
- b) provided incorrect information, commits a fraudulent or dishonest act during the bid process.
- c) commits a fraudulent or dishonest act, including the fabrication of material relating to any part of this agreement.
- d) is guilty of any conduct, which is prejudicial to the George Municipality's interests.

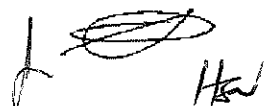
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Handwritten signature and initials, possibly 'Haw'.

- e) if civil judgment is entered against Esri SA, which may materially prejudice the George Municipality rights under this agreement.
- f) by reason of an un-remedied material breach of the agreement, the fact of which is not in dispute.
- g) if the parties agree thereto in writing.

14.2 Prejudice

In the event of a termination for reasons contained in Clause 14.1 of this agreement, such termination shall be without prejudice to any claims that may have accrued to the George Municipality as at the date of termination.

14.3 Return

Upon termination of this agreement for any reason Esri SA shall immediately return to the George Municipality, if any, all books, documents, records, and other information obtained from the George Municipality in terms of this agreement.

14.4 Compensation

The George Municipality shall not be liable for compensating Esri SA for any uncompleted work.

15 LEGAL COMPLIANCE AND LEGISLATIVE/REGULATORY CHANGES

15.1 Compliance

Both Parties shall, always during the duration of this agreement, comply with all relevant laws, by-laws and policies and requirements of applicable authorities in the execution of its duties as determined in this agreement.

15.2 Approvals

Esri SA shall obtain all approvals, licenses and permits required from municipal, governmental, and other authorities having competent jurisdiction, to perform their duties in terms of this agreement.

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15.3 Should:

- a) any of the terms or conditions of this agreement be inconsistent with any statutory or regulatory provisions which the George Municipality must comply with; or
- b) compliance by the George Municipality with the terms and conditions of this agreement constitute a failure by the George Municipality to comply with any statutory or regulatory provisions applicable to the George Municipality, the provisions of this agreement shall be deemed, insofar as possible, to be amended accordingly.
- c) Provided that the remainder of the provisions of this agreement shall remain valid and effective, to the extent that the statutory or regulatory provisions concerned render the preceding provisions of this clause 16.3 ineffective, the parties shall in good faith renegotiate the relevant provisions of this agreement, having due regard to such provisions and to the principles contained herein.

15.4 Changes

Should any statutory or regulatory changes render anything contained in this agreement inconsistent with such regulatory or statutory provisions, the provisions of clause 15.3. shall apply *mutatis mutandis*.

16 RESOLUTIVE CONDITIONS

Depending on the issues needing further resolution, it is the responsibility of the George Municipality and/or Esri South Africa to obtain the relevant authority to affect the conclusion of the Agreement. Accordingly, it is the responsibility of the respective parties to ensure that the relevant approvals and/or authorisations are obtained, as per the stipulations and specifications contained in the Agreement.

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

17 CESSION

Esri SA shall not be entitled to cede or assign any of its rights or delegate any of its obligations or duties, nor any part thereof acquired in terms of this agreement, without the prior written consent of the George Municipality

18 DAMAGES AND LIABILITY

- a) The George Municipality will not be held accountable for any loss, damage or injury incurred by Esri SA and/or any of its agents, employees or any other person affiliated thereto in respect of this agreement, throughout the duration of this agreement.
- b) Any damage caused by Esri SA and/or its agents, employees or any other person affiliated thereto in respect of this agreement, to the property of the George Municipality, will be recouped from Esri SA by way of an invoice.

19 INDEMNITY

- a) The George Municipality shall not be liable for any act or omission on the part of Esri SA in the rendering of the Services under this Agreement (whether negligent or otherwise) which causes injury, loss or damage to any employee or officer of the George Municipality and or any third party (whether direct, indirect, or consequential) and Esri SA hereby indemnifies and holds the George Municipality harmless against any claims of whatsoever nature in this regard.
- b) Esri SA will be responsible for taking out any appropriate insurance coverage for the purpose of this agreement.

20 CONFIDENTIALITY

Neither party may disclose to any third party, information acquired during and after the period of the Agreement, unless the parties give written consent or there is other legal authorisation

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Handwritten signature and initials, possibly 'H.S.N.' or similar, in the bottom right corner.

21 FORCE MAJEURE

21.1 Obligations

A Party shall not be liable for a failure to perform any of its obligations in terms of this Agreement if it establishes to the satisfaction of the other party that:

- a) The failure was due to an event which was beyond its control.
- b) It could not reasonably have been expected, at the time of conclusion of this Agreement, to have considered the event and its effects on the party's ability to perform
- c) It could not reasonably have overcome the event or the effects of the event.

21.2 Limitations

The events contemplated in 21.1 include, but are not necessarily limited to:

- a) war, civil war, armed conflict, or terrorism.
- b) natural disasters such as violent storms, floods, earthquakes, destruction by lightning.
- c) explosions and fires.
- d) Official or unofficial boycotts, strikes, lockouts and go-slows.
- e) Acts of authority, whether lawful or unlawful, apart from acts for which the party seeking relief has assumed the risk in terms of this Agreement or in the normal course of business; and
- f) Epidemic, pandemic, or other events that may result from an epidemic or pandemic, including mandatory quarantines or any restrictions in the importation of goods into the country

22 DOMICILIUM AND NOTICES

- a) The parties choose their registered addresses as their domicilium citandi et executandi "domicilium" for the purposes of giving any notice, the payment of any sum, the service of any process and for any other purpose arising from this

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agreement at the addresses and contact and fax numbers as stipulated in this agreement.

- b) Either party shall be entitled from time to time by written notice to the other to vary its domicilium to any other address which is not post-office box or poste restante.
- c) Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.
- d) Any notice given and any payment made by one party to the other ("the addressee") which:
 - i. Is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is provided, to have been received by the addressee at the time of delivery.
 - ii. Is posed by prepaid registered post from an addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the 7th (seventh) day after the date of posting.
 - iii. Is transmitted by telefax (subject to the transmitter retaining the fax transmission slip) shall be deemed (in the absence of proof to the contrary) to have been received within 1 (one) hour of transmission where it is transmitted during normal business hours of the receiving instrument and within 2 (two) hours of the commencement of the following business day where it is transmitted outside those business hours.
- e) Notwithstanding anything to the contrary herein contained, a written notice or communication received by a party from another, including by way of facsimile transmission, shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium

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George Municipality

Physical Address:

71 York Street, George, 6530

Postal Address:

PO Box 19, George, 6530

Tel No: (044) 801-9111

E- mail: gmun@george.gov.za

Esri SA

Physical Address:

International Business Gateway

Cnr New Road & 6th Road

MIDRAND

1685

South Africa

Postal Address

P O Box 652

Halfway House

MIDRAND

1685

Tel No: (011) 238-6300

Fax No: (011) 238-6365

E- mail: info@esri-southafrica.com

23 INTERRUPTIONS AND SUSPENSION OF SERVICE

The parties specifically agree that, in the event of a dispute between them arising out of this Agreement, neither party shall interrupt or suspend the performance of its obligations under this Agreement pending resolution of the dispute.

24 GENERAL

- a) No alteration, cancellation, variation of or addition hereto shall be of any force or effect unless reduced to writing and signed by both parties to this agreement or their duly authorised representatives.

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- b) This agreement and Annexures attached hereto constitutes the entire agreement between the parties.
- c) No indulgence, lenience, or extension of time which any party may grant or show to any other party, shall in any way prejudice the Grantor or preclude the Grantor from exercising of its rights in the future.
- d) If any part of this agreement is void in terms of any applicable legislation, the validity of the remainder of this agreement will not be affected.

25 INTERPRETATION OF AGREEMENT

In this Agreement, unless the context otherwise indicates:

- a) All words and expressions to any one gender shall be capable of being construed as a reference to the other gender.
- b) The words signifying singular shall include the plural and vice versa.
- c) A reference to a natural person shall be capable of being construed as a reference to a juristic person and vice versa.
- d) Words and phrases defined in this Agreement shall bear the meaning assigned to them throughout this Agreement.
- e) Words and phrases used in this Agreement which are defined or used in any statute which applies to the subject matter, professional person, goods, or services provided for in this Agreement shall be constructed in accordance with the applicable statute or regulations.
- f) Headings of clauses are for convenience only and shall aid in the interpretation or modification of the clauses within the Agreement; and
- g) Prior drafts of this Agreement or oral Agreements shall not be considered in the interpretation of the contents of this Agreement.
- h) This Agreement shall be governed under the laws of the Republic of South Africa.

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26 SIGNATURES OF AUTHORIZED REPRESENTATIVES TO AGREEMENT

The George Municipality

SIGNED AT GEORGE ON THIS 20 DAY OF SEPTEMBER 2021.

Signature:



Allen Pause

Capacity: Acting Municipal Manager

AS WITNESSES:

1. _____

2. _____

Esri SA

SIGNED AT _____ ON THIS _____ DAY OF _____ 2021.

Signature:



Hendry Nkosi


Capacity: Director

AS WITNESSES:

1.  _____

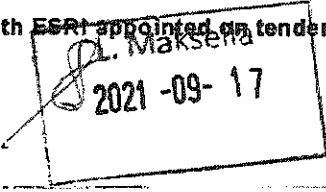
2. _____




	Reference:
	Enquiries: S Jv Vuuren
	Telephone: 044 801 9147
ROUTE FORM	

The signatories below hereby declare that all applicable policies and legislation have been adhered to in line with fiduciary duties and delegations. No relevant challenges and/or disputes were identified for the Municipal Manager to consider, before authorising the letter/contract/agreement.

FROM:	DIRECTORATE: OFFICE OF THE MUNICIPAL MANAGER – ICT SECTION
Date: 15 September 2021	
SUBJECT:	SLA for GIS Tender MM013 of 2021

1. FROM RESPONSIBLE OFFICIAL: SP JANSEN VAN VUUREN	
Stephan Jansen van Vuuren	
Date: 15 September 2021	Date Due (optional): ASAP
Action Required:	
Signature required for presenting documentation via route process.	
Signed: <i>S Jv Vuuren</i>	
Date: 15 September 2021	
2. FROM RESPONSIBLE OFFICIAL: Legal Service:	
Name: Senior Manger: Compliance Services (Mrs I du Plessis)	
Date:	Date Dus (optional): ASAP
Action Required:	
Signature required for verification of Service Level Agreement with ESRI appointed on tender MM013 of 2021.	
Signed: <i>I du Plessis</i>	
Date: 15/09/2021	
2. FROM RESPONSIBLE OFFICIAL: MANAGER SCM: MARIUS GERICKE	
Marius Gericke	
Date:	Date Due (optional): ASAP
Action Required:	
Signature required for verification of SLA in relation to Tender MM013 of 2021.	
Signed: <i>Marius Gericke</i>	
Date: 16/9/21	
2. FROM RESPONSIBLE OFFICIAL: Acting CFO. RIAAN DUPLESSIS	
Riaan Duplessis	
Date:	Date Due (optional): ASAP
Action Required:	
Signature required on Service Level Agreement with ESRI appointed on tender MM013 of 2021.	
<i>R1 600000 budgeted for the payment of ESRI on 16/09/2021 2021092094 279</i>	
	
Signed: <i>Riaan Duplessis</i>	
Date: 17/09/2021	

H. H. V.

Final shared service agreement for Collaborator July 2021 – June 2022	
3. TO RESPONSIBLE OFFICIAL: ACTING MUNICIPAL MANAGER: ALLEN PAULSE	
Allen Paulse	Signed:
Date:	
Support / Not supported / Noted / Approve / Not Approve / Amendments	20/09/2021
** Please note: A 3-day turnaround time applies for all documents to be signed / authorised	Date:

J. Hsu