

## **SERVICE LEVEL AGREEMENT**

### **Parties to the Agreement**

This agreement is entered into by and between:

#### **North-West University (“NWU”)**

A public higher education institution and a juristic person in terms of the Higher Education Act No. 101 of 1997

(hereinafter referred to as “NWU”)

herein represented by

Elrie Oosthuysen

in his/her capacity as School director of Industrial Psychology and Human Resource Management of the North-West University and duly authorized thereto

**AND**

#### **SIOPSA**

Society for Industrial and Organisational Psychology of South Africa

(hereinafter referred to as “**SIOPSA**”)

And collectively referred to as (“the Parties”)

## **PREAMBLE**

**WHEREAS** the NWU has developed a short learning programme entitled 'An introduction to Workplace Trauma Management' on June 2022.

**AND WHEREAS** SIOPSA has approached the NWU to present the course to its members.

**AND WHEREAS** the parties now wish to enter into this Agreement in terms of which their respective rights and duties including their obligations will be outlined.

**NOW THEREFORE** the Parties agree as follows:

### **1. INTERPRETATION**

1.1. Except to the extent to which the context may otherwise require, this Agreement will be construed in accordance with the following:

- 1.1.1. headings in this Agreement are for convenience only and will not be deemed part thereof or be taken into consideration in the interpretation or construction thereof;
- 1.1.2. references herein to the Introduction, Clauses, Annexures and Schedules are to the Introduction, Clauses, Schedules and Annexures to this Agreement unless the context requires otherwise. The Annexures and Schedules to this Agreement form an integral part of this Agreement;
- 1.1.3. order of precedence: In the event of conflict between the provisions contained in this Agreement and this Agreement and those contained in the Annexures, the provisions contained in this Agreement will prevail.
- 1.1.4. words importing the singular only, also include the plural and vice versa where the context requires;
- 1.1.5. any reference to any agreement, annexure or schedule will be construed as including a reference to any agreement,

annexure or schedule amending or substituting that Agreement, annexure or schedule;

- 1.1.6. if any definition in Clause 2 contains a substantive provision conferring rights or imposing obligations on any Party, effect must be given to such provision as if it were a substantive provision in the body of this Agreement;
- 1.1.7. any word or expression related to a word or expression defined in this Agreement bears a corresponding meaning;
- 1.1.8. any word or expression importing any gender will include the other genders;
- 1.1.9. any reference to the provisions of law and any similar reference of general application shall be construed to include both legislation and the common law, and any reference to “legislation” includes any statute, any regulations passed under any statute, as well as any public notice, ruling or similar legislative instrument passed or approved by a Relevant Authority with the requisite authority;
- 1.1.10. save where specifically provided otherwise, references to statutory provisions are to be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the Signature Date) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification);
- 1.1.11. the words “include” and “including” are to be construed without limitation;
- 1.1.12. wherever provision is made for the giving or issuing of any notice, decision, consent, acceptance, Agreement, expression of satisfaction, endorsement, approval, certificate, instructions or determination by any Person, unless otherwise specified, such notice, decision, consent, acceptance, Agreement, expression of satisfaction, endorsement, approval, certificate,

instruction or determination must be in writing and the words “notify”, “decide”, “consent”, “accept”, “agree”, “endorse”, “approve”, “certify”, “instruct” or “determine” and other related expressions are to be construed accordingly;

1.1.13. references to materials, information, data and other records are to materials, information, data and other records whether stored in electronic, written or other form;

1.1.14. when any number of days or other period is prescribed, it will be calculated exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or legally recognised public holiday in the Republic of South Africa, in which case the last day shall be the next day which is not a Saturday, Sunday or legally recognised public holiday in the Republic of South Africa;

1.1.15. whenever this Agreement provides for approvals, consents or expressions of satisfaction by any one of the Parties, that Party may not unreasonably withhold or delay that approval, consent or expression of satisfaction;

1.1.16. Each Party must ensure that any decision, determination, instruction, inspection, examination, testing, consent, approval, expression of satisfaction, acceptance, Agreement, exercise of discretion (whether sole or otherwise) or similar act required by it from another Party in respect of this Agreement or any Associated Agreements must be applied for or requested promptly;

1.1.17. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

1.1.18. Any amendments to this contract are of no force and effect unless reduced to writing and signed by both parties.

1.1.19. Neither Party is regarded as having waived or is precluded any way from exercising any right under or arising out of this

Agreement by reason of such party having at any time granted any extension of time for or having shown any indulgence to the other party with reference to any performance of any obligation under this Agreement, or having failed to enforce, or delayed in enforcing any right of action against the other party.

1.1.20. Nothing contained in this Agreement shall be construed as creating a partnership between the Parties or as deeming either Party as an agent or representative of or employee of the other. Neither Party may act as the agent of the other Party or incur any liability on behalf of the other Party.

1.1.21. Neither Party may assign or cede any benefit, obligation or interest they may have in this Agreement to any other person without the prior written consent of the other Party.

1.1.22. This Agreement is governed by and interpreted in accordance with the laws of the Republic of South Africa and the Parties hereby submit irrevocably to the jurisdiction of the courts of South Africa.

1.1.23. This Agreement constitutes the entire Agreement between the Parties hereto in regard to the subject matter dealt with herein and no addition to, alteration or variation of or deletion from this Agreement will be of any force or effect unless reduced to writing and signed by both Parties hereto.

## **2. DEFINITIONS**

2.1. In this Agreement unless inconsistent with the context the following expression and words bear the meanings set out below and derivative expressions and words will have a corresponding meaning:

2.1.1. **“Agreement”** means this Agreement and all Annexures, Schedules or Appendices attached hereto;

2.1.2. **“Certification”** means the awarding of a NWU short learning programme certificate in terms of the relevant University Rules;

- 2.1.3. **“Course packs”** means course outline which may include, where relevant, course notes, facilitator notes, slides and reading packs;
- 2.1.4. **“Delivery date”** means the date on which NWU will begin presenting the Short Learning Programme;
- 2.1.5. **“Module”** means a coherent, self-contained unit of learning, designed to achieve a set of specific learning outcomes which are assessed within that unit of learning;
- 2.1.6. **“Participant”** means a member or other nominee of SIOPSA who has been enrolled in the Short Learning Programme and who participates in the Short Learning Programme delivered by NWU;
- 2.1.7. **“Parties”** mean NWU and SIOPSA (each a “Party” and together “the Parties”);
- 2.1.8. **“Short Learning Programme”** means a coherent combination of units of learning (modules) expressed in an outcomes-based format developed, presented and managed by NWU in terms of University Rules;
- 2.1.9. **“Short Learning Programme Fees”** means the fee contained in clause 10;
- 2.1.10. **“University Rules”** means rules, regulations policies, procedures, practices and standing orders of the University as approved by the University Senate or Council or both from time to time.
- 2.1.11. **“HPCSA”** means the Health Professions Council of South Africa;
- 2.1.12. **“CPD accreditation”** means Continuous professional development.

### **3. SHORT LEARNING PROGRAMME**

The Parties agree that the Short Learning Programme entitled An introduction to Workplace Trauma Management (**SCA Code: H62 100 1**) will be delivered subject to the terms and conditions of this Agreement.

- 3.1. The outcomes, delivery mode, period of delivery, proposed NQF level, assessment practices and costing of the respective Short Learning Programme are given in the attached Brochure (See **Annexure B**).
- 3.2. The Parties confirm that the relevant Short Learning Programme are not credit bearing.

### **4. TERM**

- 4.1. The Agreement will commence on 1 June 2023, notwithstanding the date of signature of the parties to this Agreement and will remain in force for a period of 18 months.
- 4.2. The provisions of this Agreement relating to confidentiality, intellectual property, and dispute resolution shall survive the termination of this Agreement.

### **5. WORKSITE AND DATES FOR DELIVERY OF THE SHORT LEARNING PROGRAMME/ SHORT COURSE**

- 5.1. The Short Learning Programme will be conducted in on online format, with the preparatory lectures and pre-assessment will be conducted at a venue provided by SIOPSA, if necessary.

### **6. CERTIFICATION**

- 6.1. All certificates for the Short Learning Programme will be issued in accordance with University Rules.
- 6.2. Examinations and/or Assessments will be conducted in accordance with University Rules.

## **7. COURSE PACKS**

- 7.1. Course packs will be compiled and provided to the Participants by the NWU.
- 7.2. Course packs will be made available only to registered Participants in attendance at the Short Learning Programme by NWU.

## **8. RESPONSIBILITIES OF SIOPSA**

- 8.1. SIOPSA is responsible for paying the NWU in terms of clause 10 of this Agreement.
- 8.2. SIOPSA will be responsible for the following:
  - 8.2.1. internal Marketing of the Short Learning Programme subject to compliance with clause 13 contained herein;
  - 8.2.2. ensuring that the prescribed number of Participants are identified and sponsored for the Short Learning Programme;
  - 8.2.3. providing NWU with a list of Participants at least 3 weeks before the commencement of the Short Learning Programme in order to allow NWU and Institute of Commercial Forensic Practitioners (ICFP), a professional body recognised by SAQA sufficient opportunity determine whether the proposed Participants adhere to the minimum requirements for admission or exemption from one or more Short Learning Programme based on prior academic learning, according to the relevant policy and procedures of the ICFP.
  - 8.2.4. apply for CPD accreditation with the HPCSA and issue the NWU with the number.
  - 8.2.5. marketing of the course to its members (sponsorship is between SIOPSA and its members).
  - 8.2.6. on the marketing material it should state that the course is NWU registered (certified).



8.2.7. receive applications from participants for the course and provide this list to the NWU for registration.

8.2.8. R650.00 per candidate will be paid from NWU towards SIOPSA for the CDP accreditation administration and the marketing of the course.

## **9. RESPONSIBILITIES OF NWU**

9.1. Subject to the University Rules, the NWU is responsible for presenting the Short Learning Programme to the identified Participants and, in particular, for the following:

- 9.1.1. Presenting the Short Learning Programmes on agreed dates;
- 9.1.2. processing of application forms and the enrolment of Participants;
- 9.1.3. payment of Lecturers, Moderators and External Examiners;
- 9.1.4. designing the Short Learning Programme content;
- 9.1.5. administering an attendance register throughout the Short Learning Programme;
- 9.1.6. evaluating the Short Learning Programme;
- 9.1.7. providing suitably qualified Lecturers to deliver the Short Learning Programme;
- 9.1.8. printing of certificates to be conferred on qualified Participants.

## **10. PAYMENT**

10.1. The SIOPSA undertakes to pay the NWU the total Short Learning Programme's Fee in the amount of R2 200.00 per Participant for the delivery of the Short Learning Programme by the NWU.

- 10.2. NWU will not issue the relevant Short Learning Programme certificates to Participants unless all payments due in terms of this Agreement have been received.
- 10.3. Should the delivery of the Short Learning Programme be cancelled less than one month prior to the commencement date of the Short Learning Programme by the SIOPSA, for any reason not attributable to the NWU, the SIOPSA will reimburse NWU costs incurred or for which the NWU is liable in law for, at the time that notice of cancellation is given by the SIOPSA. Should the delivery of the Short Learning Programme be cancelled for any reason not attributable to SIOPSA but attributable solely to the NWU, the NWU will reimburse the SIOPSA any payment made to the NWU in terms of this Agreement at the time that notice of cancellation is given.

## **11. INTELLECTUAL PROPERTY**

- 11.1 NWU acknowledges and agrees that all Copyright in and ownership of all Intellectual Property, including but not limited to Trademarks made available to it by SIOPSA shall remain vested in SIOPSA;
- 11.2 SIOPSA acknowledges and agrees that all Copyright in and ownership of Intellectual Property including but not limited to, the Trademarks made available to it by the NWU shall remain vested in NWU;
- 11.3 This Agreement does not constitute a licence to the NWU to use any of the SIOPSA's Intellectual Property at any time, or a licence to the SIOPSA to use the NWU's Intellectual Property at any time;
- 11.4 This Agreement does not extend to either Party the right to use any of the Trademarks or Intellectual Property of the other Party in any manner whatsoever, without the prior written approval of the Party concerned;
- 11.5 Each party hereby indemnifies the other against any action, claim arising or legal cost that may be instituted against the other Party, on the grounds of an alleged infringement of Copyright or any other Intellectual Property.

## **12. INDEMNITY**

The Parties record that each of them has insured itself against its liability in law for the acts and omissions of persons acting on its behalf, and its registered students and Personnel are insured during the course and scope of their registered short learning programmes and within the scope of the Party's business. Each Party's maximum liability arising from or in connection with any act or omission in terms of this Agreement will be limited, whether for a single event or multiple events, to the extent of its insurance cover herein.

## **13. USE OF THE PARTIES' NAMES**

The names of the Parties shall not be used in relation to any publication, product or service marketed or offered as a result of the Short Learning Programme unless the written permission of the Party to be so named is first sought and obtained. However, the Parties may furnish each other with consent to make use of their names for agreed and specified purposes only.

## **14. CONFIDENTIALITY**

- 14.1. Each Party ("the Receiving Party") undertakes not to disclose without the prior written consent of the other Party ("the Disclosing Party"), any information regarding the Disclosing Party's trade secrets and confidential information.
- 14.2. The Parties shall include their obligations in terms of this Agreement in respect of security and protection of information in any and all contracts with any subcontractor which may become involved in the execution of this Agreement.

## **15. FORCE MAJEURE**

Neither Party shall be liable for any failure to comply with its obligations in terms of this Agreement if such failure shall be due to causes beyond its reasonable control. Such events shall include, but not be limited to fire, flood, industrial disputes, civil disturbance, acts of terrorism, acts of government and acts of God. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

## **16. DISPUTES**

- 16.1. In the event of any dispute arising between the Parties in connection with this Agreement, the Parties shall attempt to resolve such dispute in good faith and with recourse to legal proceeding as the last resort.
- 16.2. If the Parties are unable to resolve such dispute within one month of initial discussions between the Parties taking place, either Party may request the others that the matter be referred to senior representatives of the Parties with authority to settle the dispute, who shall attempt to resolve the dispute within one month of the request to do so.
- 16.3. If the dispute is not resolved as a result of a meeting of the senior representatives of the Parties pursuant to the above clause, or if no meeting of the senior representatives occurs within the prescribed time periods set out in that clause, either Participant may refer the dispute for resolution to the South Gauteng High Court, Johannesburg.
- 16.4. The provisions of this clause 16:
- 16.4.1. constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw there from or claim at any such proceedings, that it is not bound by such provisions.
  - 16.4.2. is severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.
- 16.5. Nothing in this clause 16 will preclude a Party from seeking interim relief on an urgent basis from any competent court having jurisdiction pending the resolution of this dispute in terms of this clause.

## **17. TERMINATION**

- 17.1. This Agreement may be terminated by either Party giving the other Party one (1) month written notice of such Party's intention to terminate this Agreement.
- 17.2. Termination of this Agreement for whatever reason shall not affect the accrued rights of the Parties arising in any way out of this Agreement as at the date of

termination or expiry and shall be without prejudice to the Parties' obligation to pay all sums due to be paid and presumed to be due to either of the party pursuant to this Agreement at the date of termination.

- 17.3. Subject to Clause 18.2, termination of this Agreement in accordance with Clause 17.1 is without prejudice to any binding Short Learning Programme quotation(s) in force at the date of such termination.

## **18. BREACH**

- 18.1. An event of breach will occur should either Party breach any of the material terms or conditions of this Agreement and fail to remedy that breach within a period of 14 (fourteen) days of being called upon by the aggrieved Party in writing to do so;
- 18.2. Upon the occurrence of an event of breach the aggrieved Party will be entitled, in addition to any other rights which it may have in law, to cancel this Agreement on written notice to the party in breach and to claim from the Party in breach such damages as the aggrieved Party may suffer.

## **19. DOMICILIUM CITANDI ET EXECUTANDI**

- 19.1. For the purpose of serving notices the Parties choose the following addresses as their respective domicilium citandi et executandi:

### **NORTH-WEST UNIVERSITY**

The Office of the Registrar  
11 Hoffman Street  
Potchefstroom  
2531

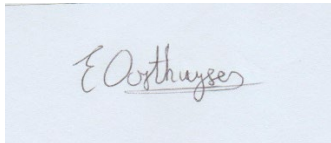
### **SIOPSA**

The president  
Southdowns Ridge Office Park  
Nellmapius Dr &, John Vorster Dr  
Irene, Centurion  
0062

- 19.2. Every notice in terms of this Agreement will be in writing and will be deemed, unless the contrary is proved:
- 19.3. If delivered by hand to the other party, to have been given on the first business day following the signature of such delivery having been received;
- 19.4. If transmitted by telephone/facsimile to the other Party, shall be regarded as having been given in writing and shall be deemed to have been received by the other Party once telephonic confirmation of receipt has been obtained by the sender.
- 19.5. If sent by electronic mail, shall be regarded as having been given in writing and shall be deemed to have been received by the other party once telephonic confirmation of receipt has been obtained by the sender.
- 19.6. Notwithstanding anything to the contrary herein contained, a written notice actually received by any Party from the other party, will be deemed to have been delivered to such Party's domicilia citandi et executandi on the date when such notice was received.

**AUTHORISED SIGNATURES FOR AND ON BEHALF OF THE NWU:**

**Signed at .....Pretoria..... on this ..25<sup>th</sup> ... day of ...April.....2023**



**Name: Prof E Oosthuysen**

**Capacity: Director**

**AUTHORISED SIGNATURE FOR AND ON BEHALF OF SIOPSA**

**Signed at Johannesburg on this 3 day of May.....2023**



**Name:** Dr Sharon Munyaka - SIOPSA President 2022/2023

**Capacity:** SIOPSA PRESIDENT 2022/2023