



Professional Services Agreement

SOUTH AFRICAN PUBLIC SECTOR INSTITUTE PROPRIETARY LIMITED

(Registration number: 2018/558969/07)

Physical address: Unit 7, Cambridge Office Park
5 Bauhinia Street
Highveld Technopark
Centurion
0169

Email address: info@sapsi.co.za

(hereinafter referred to as "SAPSI")

(herein represented by *Kerry De Jager*, duly authorised)

AND

Leah van Lelyveld

FACILITATOR/ASSESSOR /MODERATOR

(Registration number: 7512190002086)

Physical address: 8 Glacier Drive
Midstream Hill
Halfway House
1692

Email address: info@excellightskills.co.za

(hereinafter referred to as the "FACILITATOR/ASSESSOR/MODERATOR")

(herein represented by *(insert)*, duly authorised)

(collectively referred to as the "Parties" and "Party" referring to either one of them)

@ info@sapsi.co.za www.sapsi.co.za

5 Bauhinia Street, Cambridge Park, Unit 7, Ground Floor, Highveld Techno Park,
Centurion, 0169



1.	Definitions.....	3
2.	Appointment and duration	4
3.	Services.....	4
4.	Fees and Payment	5
5.	Expenses	5
6.	Taxes.....	5
7.	Processing of data and Personal Information	5
8.	Transfer consent	6
9.	Assignment of copyright.....	6
10.	Anti-bribery and corruption.....	7
11.	Non-circumvention.....	7
12.	Confidentiality and non-disclosure.....	7
13.	Termination	9
14.	Relationship between the Parties and good faith	10
15.	Dispute Resolution	10
16.	Arbitration	11
17.	Addresses.....	11
18.	Limitation of Liability	12
19.	Entire Agreement.....	12
20.	Variation	12
21.	No waiver.....	12
22.	Cession and Assignment.....	13
23.	Severability	13
24.	Counterpart	13
25.	Governing language	13
26.	Governing Law	13
27.	Signature.....	13

1. Definitions

- 1.1 **“Affiliates”** mean any entity that controls, is controlled by, or is under common control with, a Party.
- 1.2 **“AFSA”** means the Arbitration Foundation of Southern Africa.
- 1.3 **“Agreement”** will mean this Facilitator/Assessor/Moderator agreement.
- 1.4 **“Business Day”** will mean the hours from 08:00 to 17:00 on any day other than a Saturday, Sunday or public holiday in South Africa.
- 1.5 **“Clients”** means the SAPSI clients in the local government sector.
- 1.6 **“Commencement Date”** will, notwithstanding this Agreement's signature date, be 12 August 2025 **“Confidential Information”** means any technical, regulatory, business, management, commercial and product or service information, which information is marked confidential or is by its nature confidential, including without limitation data processes, specifications, drawings, design, computer software, know-how, contractual arrangements, plans, reports, business discussions and any material bearing or incorporating such information, disclosed between or on behalf of the Parties either orally or in tangible or visible or machine-readable form. Confidential Information will include all consumer data kept by any Client.
- 1.7 **“SAPSI Anti-Bribery and Corruption Policy”** means the SAPSI policy against bribery and corruption, as provided to the Facilitator/Assessor/Moderator .
- 1.8 **“Personal Information”** has the meaning ascribed to it in the Protection of Personal Information Act, 4 of 2013.
- 1.9 **“Protection of Personal Information Act”** means the Protection of Personal Information Act, 4 of 2013.
- 1.10 **“Services”** means the assessment of portfolios of evidence and/or any professional assessment services to be delivered by the Facilitator/Assessor/Moderator to SAPSI.



2. Appointment and duration

- 2.1 SAPSI appoints the Facilitator/Assessor/Moderator , which appointment the Facilitator/Assessor/Moderator accepts, to provide the Services.
- 2.2 The Agreement will commence on the Commencement Date and will continue for a period of 12 (Twelve) months unless terminated earlier in terms of the Agreement or extended by written agreement between the Parties.

3. Services

- 3.1 The Facilitator/Assessor/Moderator may not subcontract any portion of the Services to a third party without the prior written consent of SAPSI, provided that if such consent is granted, the Facilitator/Assessor/Moderator remains fully responsible to SAPSI for the delivery of the Services as outlined in this Agreement.
- 3.2 In addition to other obligations which the Facilitator/Assessor/Moderator may have under this Agreement, the Facilitator/Assessor/Moderator will:
 - 3.2.1 comply with all applicable laws and the SAPSI Anti-Bribery and Corruption Policy;
 - 3.2.2 cooperate with SAPSI and its Affiliates and provide all assistance and information as may be reasonably requested by any of them from time to time;
 - 3.2.3 perform all services and activities as may be necessary or desirable for the proper, diligent and timely fulfilment and performance of its obligations in this Agreement, notwithstanding that such services and activities may not be expressly stipulated or identified in this Agreement.
 - 3.2.4 comply, at no additional cost, with any quality standards and procedures SAPSI may reasonably require.
 - 3.2.5 in providing the Services, recognizes and agrees that time is of the essence and, without derogating from or limiting his further obligations contained in this Agreement, the Facilitator/Assessor/Moderator will perform his obligations under this Agreement in such a manner as to ensure compliance with any time frames as set out in this Agreement.

3.2.6 promptly inform SAPSI of any event which adversely affects or may affect the rendering of the Services.

4. Fees and Payment

- 4.1 SAPSI will pay the Facilitator/Assessor/Moderator an amount of **R3500.00** per class, monthly in arrears, for the provision of the Services.
- 4.2 The Facilitator/Assessor/Moderator will submit an invoice to SAPSI no later than the last day of the month for which the payment is due.
- 4.3 Payment will be made within 7 days from the date of invoice.

5. Expenses

- 5.1 SAPSI will reimburse the Facilitator/Assessor/Moderator for any agreed expenses incurred in the delivery of the Services.
- 5.2 The Facilitator/Assessor/Moderator should ensure that they obtain the necessary written approval from SAPSI before incurring any expenses related to the delivery of the Services.

6. Taxes

Each Party to this Agreement will be responsible for its tax obligations. Each Party releases the other Party from all possible obligations or responsibilities as to this matter.

7. Processing of data and Personal Information

- 7.1 The Facilitator/Assessor/Moderator will not:
 - 7.1.1 process SAPSI data or any Client data in any manner or for any purpose other than as set out in, or following, this Agreement; or
 - 7.1.2 breach or contravene, or cause SAPSI to breach or contravene, the Protection of Personal Information Act.
- 7.2 The Facilitator/Assessor/Moderator will act only on instructions from SAPSI regarding processing Personal Information and ensure that appropriate technical and organisational measures are taken against unauthorized or unlawful processing of Personal Information and against accidental loss or destruction of or damage to any Personal Information.

- 7.3 The Facilitator/Assessor/Moderator will take all precautions necessary to preserve the integrity of SAPSI and/or Client data and to prevent any unauthorised access, corruption, or loss of SAPSI and/or Client data in his possession or under his control.
- 7.4 Any breach by the Facilitator/Assessor/Moderator of his obligations set out in this clause will be deemed a material breach of this Agreement and will entitle, but not oblige, SAPSI to terminate this Agreement on written notice to the Facilitator/Assessor/Moderator .

8. Transfer consent

The Facilitator/Assessor/Moderator hereby consents to the transfer of any information that SAPSI may have of them (including Personal Information) to servers located outside of South Africa (cloud storage).

9. Assignment of copyright

- 9.1 All work produced by the Facilitator/Assessor/Moderator in the course and scope of delivering the Services or work produced for the benefit of SAPSI during this Agreement, in which copyright vests or is capable of vesting in the Facilitator/Assessor/Moderator , will be the exclusive property of SAPSI and the copyright therein will vest solely in SAPSI.
- 9.2 The Facilitator/Assessor/Moderator hereby assigns, transfers and makes over to SAPSI all their right, title and interest (including but not limited to intellectual rights and copyright) in and to all copyright materials (whether existing, current or future works) produced or likely to be produced by the Facilitator/Assessor/Moderator , in the course and scope of delivering the Services.
- 9.3 The cession and assignment referred to above will include any rights the Facilitator/Assessor/Moderator might have in Section 20 of the Copyright Act No. 98 of 1978 (as awarded).
- 9.4 The Facilitator/Assessor/Moderator warrants that he is entitled to enter this deed of assignment and that he has not previously encumbered the copyright in any work referred to in this clause.

- 9.5 The Facilitator/Assessor/Moderator undertakes that he will, at the request and expense of SAPSI, do all things and sign and execute all documents that may be necessary from time to time to ensure that the rights assigned herein properly vest in SAPSI.
- 9.6 The Facilitator/Assessor/Moderator undertakes that he will protect and enforce the rights of SAPSI.

10. Anti-bribery and corruption

- 10.1 The Facilitator/Assessor/Moderator confirms that he/she did not or will not engage in any activities that may be defined as bribery and/or corruption in executing their duties or in terms of any appointment through SAPSI.
- 10.2 SAPSI has the right to summarily terminate this Agreement, without penalty or incurring any further obligations, should it become evident to SAPSI that the Facilitator/Assessor/Moderator engaged in any activities that may be considered bribery and/or corruption.

11. Non-circumvention

- 11.1 The Facilitator/Assessor/Moderator will not use any information, including Confidential Information, that it came in possession of during its tenure as Facilitator/Assessor/Moderator of SAPSI to circumvent SAPSI in any way.
- 11.2 This clause is severable from the rest of this Agreement and will remain in effect, even if this Agreement is terminated for any reason.

12. Confidentiality and non-disclosure

The Facilitator/Assessor/Moderator will:

- 12.1 not disclose or communicate the Confidential Information to any person. The Facilitator/Assessor/Moderator will seek permission from SAPSI before disclosing the Confidential Information to any third party who needs to know the Confidential Information;
- 12.2 act on or use the Confidential Information only for this Agreement and will not make any copies or otherwise duplicate the Confidential Information. The Facilitator/Assessor/Moderator will seek permission from SAPSI before using the Confidential Information for any other purpose, and

- 12.3 protect the Confidential Information with the same degree of care with which they protect their confidential information of like importance, but in any event not less than with a reasonable degree of care.
- 12.4 The above undertakings will not apply to the extent that:
- 12.4.1 The Facilitator/Assessor/Moderator is required by law to disclose the Confidential Information. If the Facilitator/Assessor/Moderator is required to disclose the Confidential Information under law, judicial or arbitration process, or by governmental authorities, the Facilitator/Assessor/Moderator will advise SAPSI thereof before disclosure, if possible, and will further to the extent that it is lawfully able to take such steps to limit the extent of the disclosure, afford SAPSI a reasonable opportunity to intervene in the proceedings; and comply with SAPSI's requests as to the manner and terms of any such disclosure;
 - 12.4.2 the Confidential Information is or becomes generally available to the public other than because of a breach of the above by the Facilitator/Assessor/Moderator ;
 - 12.4.3 any Confidential Information is received by the Facilitator/Assessor/Moderator from a third party who did not acquire the Confidential Information subject to any duty of confidentiality to SAPSI;
 - 12.4.4 the Confidential Information is already known to the Facilitator/Assessor/Moderator or in its possession before the disclosure hereunder free of any obligation to keep it confidential;
 - 12.4.5 the Confidential Information is already possessed or independently developed by the Facilitator/Assessor/Moderator or
 - 12.4.6 the Confidential Information is approved for release by prior written authorisation from SAPSI.
- 12.5 Each Party's Confidential Information will be and remain the property of that Party.
- 12.6 Neither Party will possess or assert any lien or other right against or to the other Party's Confidential Information, or sell, assign, lease or otherwise dispose of the other Party's Confidential Information, or any part thereof, to third parties.



- 12.7 The Facilitator/Assessor/Moderator hereby indemnifies and holds SAPSI and its Affiliates harmless against any liabilities of whatsoever nature (including indirect or consequential loss) and howsoever arising from a breach of the undertakings in this clause.
- 12.8 This clause is severable from the rest of this Agreement and will remain in effect, even if this Agreement is terminated for any reason.

13. Termination

- 13.1 For this clause, “Restricted Partner” means where any Facilitator/Assessor/Moderator is delivering services to SAPSI in terms of any written agreements and such agreement/s are terminated due to the breach/default or dishonesty of such Facilitator/Assessor/Moderator or any person related to such Facilitator/Assessor/Moderator ; or if any allegations relating to dishonesty, fraud, bribery or corruption are made against the Facilitator/Assessor/Moderator or any person related to such Facilitator/Assessor/Moderator , even if such allegations are unrelated to SAPSI and the Facilitator/Assessor/Moderator consequently appears on the list of partners that SAPSI will no longer do business with.
- 13.2 Either Party will be entitled to terminate this Agreement with immediate effect if the other Party:
- 13.2.1 breaches any material term of this Agreement and fails to remedy such breach within 7 days after the receipt of a written notice from the other Party;
 - 13.2.2 commits any act of insolvency;
 - 13.2.3 endeavours to compromise generally with its creditors or does or causes anything to be done which may prejudice the other Party's rights hereunder or at all;
 - 13.2.4 allows any judgment against it to remain unsettled for more than 10 days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its end;
 - 13.2.5 is placed in liquidation or under business rescue, whether provisionally or finally;
- 13.3 SAPSI will be entitled to terminate this Agreement immediately if the Facilitator/Assessor/Moderator becomes a Restricted Partner.



13.4 Notwithstanding anything contrary to this Agreement, SAPSI may terminate this Agreement on 30 days' written notice.

13.5 The termination of this Agreement will not affect:

13.5.1 either Party's rights or remedies for the period before termination or

13.5.2 those rights and obligations which, in terms of the Agreement, either expressly or by implication, will survive beyond termination.

14. Relationship between the Parties and good faith

14.1 The Facilitator/Assessor/Moderator will serve as an independent contractor or service provider, and under no circumstances will they be, or be deemed to be, a partner, joint venture or employee of SAPSI in performing their duties and responsibilities in terms of this Agreement.

14.2 The Parties undertake to act in the utmost good faith in their relationship with each other, and they undertake not to do anything nor refrain from doing anything that might prejudice or detract from the rights or interests of the other of them.

15. Dispute Resolution

15.1 In the event of a dispute between the Parties of any kind or nature relating to this Agreement, upon the written request of either Party, each Party will appoint a senior representative whose task will be to meet to resolve such dispute. Such representatives will discuss the matter in dispute and negotiate in good faith to resolve the dispute on mutually agreeable terms.

15.2 No formal proceedings may be commenced until either or both designated representatives conclude in good faith that an amicable resolution through continued negotiation of the matter is not likely to occur.

15.3 Any dispute that might arise between the Parties that cannot be resolved by the above will be submitted to and decided by arbitration.

15.4 Both Parties will continue to comply with all the provisions of this Agreement with all due diligence during the determination of such dispute, should the dispute arise during the subsistence of this Agreement.



16. Arbitration

- 16.1 The Parties agree to subject themselves to resolving any disputes that could not be resolved through arbitration in English through AFSA or any other mutually agreed upon institution.
- 16.2 The agreement to resolve any dispute through arbitration does not preclude any party from seeking urgent interim relief from the High Court of South Africa should such urgent relief be required.
- 16.3 The arbitration will take place in Pretoria as soon as possible but not later than 21 days from either Party's notification, except for urgent interim relief that may be sought from the High Court of South Africa.
- 16.4 AFSA, or any other institution which the Parties may agree upon, will take the nature of the dispute into account when appointing an arbitrator. The arbitrator will first endeavour to resolve the dispute between the Parties through mediation, failing which he/she will arbitrate the matter in terms of the applicable institution's rules.
- 16.5 For purposes of having any award made by the arbitrator, being made an order of court, each Party hereby submits itself to the jurisdiction of the High Court of South Africa.
- 16.6 This clause is severable from the rest of this Agreement and will remain in effect, even if this Agreement is terminated for any reason.

17. Addresses

- 17.1 Each Party chooses the addresses set out on the cover page of this Agreement as the address to which all notices and other communications must be delivered for this Agreement.
- 17.2 Any notice or communication required or permitted to be given to a Party under the provisions of this Agreement will be valid and effective only if in writing and delivered to a Party's chosen address or email address following the provisions of this clause.
- 17.3 Any Party may, by written notice to the other Party, change its chosen address to another address, provided that the change will become effective on the 10th Business Day after the receipt or deemed receipt of the notice by the addressee.

- 17.4 Any notice to a Party contained in a correctly addressed envelope and delivered by hand to a responsible person during ordinary business hours at its chosen address will be deemed to have been received on the day of delivery.
- 17.5 Any notice by email to a Party at its email address will be deemed, unless the contrary is proved, to have been received on the first Business Day after the transmission date.
- 17.6 Notwithstanding anything to the contrary contained in this clause, a written notice or communication received by a Party will be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address.

18. Limitation of Liability

Except for the indemnity given by the Facilitator/Assessor/Moderator in terms of clause 12.7, in no event will either Party be liable to the other for any special, incidental, consequential, or any other indirect loss or damage (including but not limited to lost profits or revenues, loss of data). These limitations of liability will apply regardless of the form of action, whether in contract, delict, strict liability, or otherwise and regardless of whether either Party has been advised as to the possibility of such damages and/or losses.

19. Entire Agreement

This Agreement contains the entire agreement between the Parties concerning the subject matter hereof.

20. Variation

No amendment or variation to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the duly authorised representatives of both Parties.

21. No waiver

The failure of either Party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy in the event of a breach of this Agreement will not be a waiver by such Party to require strict and punctual compliance with every provision of this Agreement.

22. Cession and Assignment

Neither Party may, without the prior written consent of the other, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

23. Severability

If any clause or term of this Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of this Agreement will be deemed to be severable from such clause and will continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of this Agreement.

24. Counterpart

This Agreement may be signed in counterparts and the copies signed in counterpart will form the Agreement.

25. Governing language

Any notice given in terms of this Agreement will be in English.

26. Governing Law

All the provisions of this Agreement will be governed by and interpreted under the laws of the Republic of South Africa.

27. Signature

SIGNED at Pretoria on 12 August 2025

For and on behalf of **SOUTH AFRICAN PUBLIC SECTOR INSTITUTE PROPRIETARY LIMITED**





Name: Kerry-Ann De Jager

Capacity: Chief Executive Officer

Who warrants that he/she is authorised to do so.

SIGNED at Centurion on 16 August 2025

For and on behalf of the **Facilitator/Assessor/Moderator**

Name: Leah van Lelyveld

Capacity: Facilitator/ Assessor/ Moderator

Who warrants that he/she is authorised to do so.

