

**ROAD ACCIDENT FUND  
SERVICE PROVIDER AGREEMENT  
SCHEDULE**

This **Service Provider Agreement** records the agreement between the Road Accident Fund and its Service Provider, which is recorded in this Schedule and **Annexures** attached hereto. The standard South African Government General Conditions of Contract (GCC), as it appears on the website of National Treasury under [www.treasury.gov.za](http://www.treasury.gov.za), are incorporated into this **Service Provider Agreement** by reference only.

The contracting parties are the below mentioned persons and agree as follows:

The contracting parties are the below mentioned persons and agree as follows:

**The Road Accident Fund (“the Fund”)**

(a statutory entity established in terms of section 2(1) of the Road Accident Fund Act, Act No. 56 of 1996, with its principal place of business at 420 Witch Hazel, Eco Glades 2, Highveld, Centurion, herein represented by Collins Phutjane Letsoalo, in his capacity as Chief Executive Officer, duly authorised in terms of **the Fund's** Delegations of Authority and Functions Policy)

Physical Address: Eco Glades 2, 420 Witch-hazel Avenue, Centurion, 0046  
Postal Address: Private Bag X178, Centurion, 0046  
Tel: (012) 649 2037  
Contact Person: **Polelo Rudyard Maduwa** – or such other official duly authorised in terms of the Road Accident Fund's Fund Delegation of Powers and Functions Policy.  
E-mail: [contractsmanagement@raf.co.za](mailto:contractsmanagement@raf.co.za)

and

( \_\_\_\_\_ **“the Service Provider”** )

(a private company with limited liability and registered as such under-registration number \_\_\_\_\_, herein represented by \_\_\_\_\_, duly authorised thereto, and in her/his capacity as \_\_\_\_\_)

Physical Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email address: \_\_\_\_\_

## 1. RECORDAL

- 1.1. **The Service Provider** has been awarded a contract in terms of **the Fund's** \_\_\_\_\_ process of procurement under reference \_\_\_\_\_ to the panel of medical experts for provision of medico-legal and ancillary services to **the Fund** (the **Services**).
- 1.2. This **Service Provider Agreement** serves to record the agreement between the parties and to regulate all aspects of the services and/or deliverables to be supplied by **the Service Provider** and the general business relationship between the parties.
- 1.3. **The Service Provider** acknowledges that the appointment of **the Service Provider** is non-exclusive and not a guarantee that **the Fund** will require any services from **the Service Provider**, nor is **the Service Provider** entitled to any payment based merely on the fact of such appointment.
- 1.4. **The Fund** may, at **the Fund's** sole discretion, during the subsistence of **this Service Provider Agreement**, from time-to-time instruct **the Service Provider** to provide to **the Fund** the services set out under clause 3 below.
- 1.5. The Terms of Reference or Specifications of the services and/or products to be supplied to **the Fund** are those contained in **the Fund's** \_\_\_\_\_, and any additions or amendments thereto furnished to **the Service Provider** in the proposal process.
- 1.6. It is recorded that the further Annexures to **this Service Provider Agreement** are as follows:
  - 1.6.1. Annexure A: RAF Special Conditions of Contract ("SCC").
  - 1.6.2. Annexure B: Medical Expert Report Form.
  - 1.6.3. Annexure B1: Standard Reporting, Delivery and Submission of Medical Expert Report.
  - 1.6.4. Annexure C: Data Processing Terms and Conditions.
  - 1.6.5. Annexure C1: Technical and Organizational Security Measures.
  - 1.6.6. Annexure D: Pricing Schedule.
  - 1.6.7. Annexure E Invoice Requirements.

## 2. DEFINITIONS

- 2.1. In this **Service Provider Agreement** unless there shall be something in the subject or context inconsistent therewith, the following words and expressions shall have the meanings hereinafter mentioned:
  - 2.1.1. **'Applicable rates'** shall mean the rates set out in **Annexure D** of this **Service Provider Agreement**.
  - 2.1.2. **'Ad Hoc Service'** shall mean a service request/order set out in **Annexure D** of this **Service Provider Agreement**.

- 2.1.3 **'Ancillary services'** shall mean radiology, pathology, psychometric and any other medical service related to the field of specialisation which is required for the **Service Provider** to fulfil his obligation in terms of this **Service Provider Agreement**.
- 2.1.4 **'Assignment'** shall mean a specific category of work pertaining to the area of specialisation to provide **Services** under this **Service Provider Agreement**.
- 2.1.5 **'Delivery Date'** shall mean the date upon which a specific deliverable as set out in Annexure C is received by **the Fund**.
- 2.1.6 **'Charges'** shall mean the charges inclusive of Value Added Tax (VAT) payable to the Service Provider by **the Fund** under this **Service Provider Agreement** for the full and proper performance by the **Service Provider** of the **Services** including without limitation all authorizations and licenses.
- 2.1.7 **'Day (s)'** shall mean any calendar day excluding Saturday, Sunday or public holiday.
- 2.1.8 **'Deliverable(s)'** shall mean any document, plan, report, review, supporting information, background information, statistics, analysis, presentations and/or evidence relating to that **Deliverable** or any other materials to be provided by or on behalf of the **Service Provider** in the course of providing the **Services**.
- 2.1.9 **"Fields not listed"** expand on what does this more or less entail
- 2.1.10 **'Hours'** shall mean business hours of between 8:00 am until 17:00 pm.
- 2.1.11 **'Indicative maximum hours'** shall mean the hours per service as set out in clause 1.2 of **Annexure D**.
- 2.1.12 **"Injured Person"** means a person who has suffered bodily injuries as a result of a motor vehicle accident
- 2.1.13 **'Payment Rates'** shall mean the rate in respect of the provision of the **Services** and the payment for the services calculated in accordance with the provisions of **Annexure D**, such rate being inclusive of all expenses.
- 2.1.14 **'Repeated breach'** shall be defined as more than three instances of service level failure by the Service Provider, regardless of the nature of such failures. In the event of a Repeated Breach, the penalties imposed shall be cumulative and may escalate as stipulated in the agreement.
- 2.1.15 **'Services'** shall mean provision of services within the appointed category, including any **Deliverables**, goods, materials or articles which the **Service Provider** is required to provide as set out in **Annexure D**.
- 2.1.16 **'Service Level'** shall mean the service levels set out in clause 5.
- 2.1.17 **'Service request'** shall mean a request served by **the Fund** on the **Service Provider**, in accordance with the request procedure and format specified in clause 4.

### **3 SERVICES OR PRODUCTS SUPPLIED (DELIVERABLES)**

- 3.1 **The Fund** appoints **the Service Provider** to the Panel of Medical Experts to provide medico-legal; Ancillary Services and services in fields not listed in **Annexure D** (hereinafter referred to as **Services/Deliverables**) to **the Fund**, in the following **Assignment or Assignments**:

3.1.1 \_\_\_\_\_

3.1.2 Furthermore, the **Service Provider** has been appointed to render the **Services** in the following Province and at the following address:

Province: \_\_\_\_\_

Address: \_\_\_\_\_

3.2 **The Services** to be provided may include the following:

3.2.1 Examination of Patients focusing on clinical assessment.

3.2.2 Reading and providing opinions on medical records.

3.2.3 Reading and providing opinions on medico-legal reports of other experts;

3.2.4 Serious injury assessments and reports indicating ICD codes;

3.2.5 Drafting Statutory Medical Reports;

3.2.6 Medico Legal Reporting indicating the clinical assessment, ICD codes and evidence of injury tests performed;

3.2.7 Preparing joint minutes and all associated consultations and preparation;

3.2.8 Consulting with other medical experts, legal practitioners and **the Fund**;

3.2.9 Providing expert evidence in Court;

3.2.10 Conducting peer reviews of medico-legal reports;

3.2.11 Collection of collateral information;

3.2.12 Radiological Examination and reports;

3.2.13 Psychometric assessments;

3.2.14 Assessment of medical records; and

3.2.15 Pathology tests and reports.

3.3 **The Fund** may from time to time request **the Service Provider** to provide the **Services** as required by **the Fund**. Appointment to the Panel shall in no way serve as a guarantee to **the Service Provider** to receive any work or any minimum **Service request** during the duration of this **Service Provider Agreement**.

3.4 The **Service Provider** shall provide the **Services or Deliverables**, in accordance with the timeframes specified in clause 4 below, or in accordance with such agreed timelines as the Parties may agree to in writing from time to time.

3.5 The **Service Provider** shall inform the **Fund** in writing within a reasonable time of his change of address as stipulated in clause 3.1.2 above. The **Fund** reserves herein the rights to terminate this **Service Provider Agreement** should the **Service Provider** cease to operate within the province as specified in clause 3.1.2 above.

#### **4 REQUEST AND DELIVERY METHOD**

- 4.1 **The Fund** shall use reasonable endeavours to provide the **Service Provider** with all information, services, and responses reasonably required by **the Service Provider** to provide **the Services**.
- 4.2 **The Fund** when issuing a **Service request** (which may be done through medical scheduling system or any other mechanism that **the Fund** will communicate to the **Service Provider**), shall furnish the following information to the **Service Provider**:
- 4.2.1 detailed particulars of the **Services** and or **Deliverables** required from the **Service Provider**;
  - 4.2.2 details of the Claimant or injured person, claim and link numbers;
  - 4.2.3 Medical Expert Report Form template; and
  - 4.2.4 any other information and documentation that may be relevant and applicable in the matter.
- 4.3 The **Fund** shall issue a **Service Request** for the required **Services** to the **Service Provider**. Upon receipt of the **Service Request**, the **Service Provider** shall propose a consultation date within 5 (five) days. The consultation must take place within 30 (thirty) days from the date the Service Request was received.
- 4.4 In the event that the **Service Provider** is unable or fails to provide the consultation date, or the **Injured Person** is not available on the date provided, the **Fund** may request another **Service Provider** for a suitable date.
- 4.5 If the **Service Provider** repeatedly fails to provide a consultation date within the required timeframe, this will be recorded and considered during the performance review. Continuous non-compliance with the specified timeframes may lead to a review of this **Service Provider Agreement** which may result in the **Fund** imposing such additional conditions and or measures to ensure timely consultation scheduling or may decide to terminate this **Service Provider Agreement**, whichever may be appropriate in the circumstances.
- 4.6 The **Service Provider** shall deliver the required **Deliverable** in terms of the issued **Service Request** to the **Fund** within 10 (ten) Days of consulting with the **Injured Person**, and the **Deliverable** shall be submitted through the Medical Scheduling System or any other platform that maybe communicated to the **Service Provider** by the **Fund**.
- 4.7 Should there be a need for any further referrals to other medical experts, then **the Service Provider** shall provide a report within 10 (ten) **Days** of receiving the last of the reports from other respective medical experts.

#### 4.8. Missed Consultation

- 4.8.1 In the event that the **Injured Person** fails to attend the consultation on the scheduled date, the **Service Provider** shall notify the **Fund** in writing within 12 (twelve) hours of the non-attendance. The **Service Provider** shall be entitled to charge a fee equal to 50% of the indicative time allocated for the consultation as specified in **Annexure D** at paragraph 1.2. Failure to notify the **Fund** within this 12-hour period will result in forfeiture of the entitlement to charge any fees related to the missed consultation.
- 4.8.2 If the **Injured Person's** failure to attend the scheduled appointment is due to circumstances beyond their control, including but not limited to death, hospitalization, or any other officially declared restrictions, the **Service Provider** shall not be entitled to any fee for the missed appointment.
- 4.8.3 The **Fund** reserves the right to review the validity of the notification for the missed appointment and make submissions to the **Service Provider** for consideration should it transpire that such was occasioned to valid reasons by the **Injured Person**.

#### 4.9 Cancellation of Scheduled Consultation

- 4.9.1 The Fund shall not be liable for any payment in respect of consultations canceled by the Service Provider.
- 4.9.2 In the event that the Service Provider cancels a scheduled appointment within 48 (forty-eight) hours prior to the consultation date, the following consequences shall apply:
- 4.9.2.1 If the Service Provider has canceled scheduled appointments on more than two occasions within a period of 2 (two) months, the Fund reserves the right to review this Service Provider Agreement and impose such other conditions as may be necessary under the circumstances, which may include termination of the Service Provider Agreement.
- 4.10. The **Service Provider** shall complete the attached Medical Expert Report Form, in **Annexure B**. The completed Medical Expert Report Form, along with the required associated **Deliverables**, shall be delivered and submitted to the **Fund** Medical Scheduling System within the timeframes specified in clause 4.6 above. All **Deliverables** required shall conform to the Reporting Standards and Specifications as detailed in **Annexure B1** (Reporting Standards and Specifications).
- 4.11 All reports submitted under this **Service Provider Agreement** shall conform with the standards and specifications detailed in **Annexure B1**. Any reports that fail to meet the requirements outlined in the **Annexure B1** may be rejected or subject to revision at the sole discretion of the **Fund** without any extra charge being levied against the **Fund** or increase in the indicative hours allowed. Compliance with these standards includes, but is not limited to content accuracy, timeliness, and any additional specifications expressly stated within the **Annexure B1**.

- 4.12. The **Service Provider** and any referred expert shall not submit an interim report before receiving reports from all relevant primary experts unless prior written approval has been obtained from the **Fund**. Any unauthorized submission of interim reports shall be deemed non-compliant with this **Service Provider Agreement**, and the **Fund** shall not be liable for any payment related to such reports.
- 4.13 **Industrial Psychologist Virtual Assessments (IP Virtual Assessments)**
- 4.13.1 IP Virtual Assessments shall only be permitted upon written request to the **Fund**, prior to such being conducted, subject to existence of qualifying circumstances and written approval of the **Fund**. These circumstances may include, but are not limited to:
- 4.13.1.1 The **Injured Person** residing or being in another country at the time of the IP Virtual Assessment.
- 4.13.1.2 The **Injured Person** residing in a remote area where the **Fund** Panel Industrial Psychologist is not accessible.
- 4.13.1.3 Both parties (**Injured Person** and **Service Provider**) must have access to the necessary technical tools to ensure an uninterrupted video-based Virtual IP Assessment.
- 4.13.1.4 The **Service Provider** agree to cooperate in good faith to facilitate the efficient and fair administration of IP Virtual Assessments under the conditions set forth in this clause.
- 4.13.1.5 In cases where the **Service Provider** requires the **Injured Person** to complete specific documentation as part of the **IP Virtual Assessments**, and the claimant is unable to fulfill this requirement, the instruction may be reallocated to a different **Service Provider** who does not impose the same requirement.
- 4.14 The **Fund** may request the **Service Provider** to assess the **Injured Person** at an address convenient for the **Injured Person**, in cases where the **Injured Person** is unable to submit themselves to be assessed at the address submitted by the **Service Provider's** as stipulated in clause 3.1.2 above. The **Fund** shall ensure that the **Service Request** issued contains all the relevant information to enable the **Service Provider** to determine whether to accept or reject such **Service Request**.
- 4.15 The **Service Provider** shall adhere to, from time to time, any written requests by the **Fund** to re-submit any **Deliverables** which have already been submitted to the **Fund** in compliance with the provisions of clause 4.6 above at no cost or increase in the allowed indicative hours allowed.
- 4.16 The **Service Provider** shall remain registered with the Health Professions Council of South Africa (HPCSA). If X-rays and similar services require accreditation, the **Service Provider** must maintain the necessary accreditation for full period of this **Service Provider Agreement**.
- 4.17 The **Service Provider** agrees to maintain valid **Professional Indemnity Insurance**. This insurance should include protection against, but is not limited to, any claims arising from professional negligence,

malpractice, or errors in provision of **Services/Deliverables** under this **Service Provider Agreement**. Proof of the insurance cover must be provided upon request by the **Fund** and kept up to date throughout the period this **Service Provider Agreement**.

## 5. SERVICE LEVELS

- 5.1. The **Service Provider** shall proceed with the carrying out of the **Services** regularly, diligently and in accordance with such programme as may be necessary to provide the **Services**.
- 5.2. The **Service Provider** shall achieve the service levels specified in this, this **Service Provider Agreement** and its Annexures failing which **the Fund** shall become entitled to the **Penalties** (credits).
- 5.3. Notwithstanding anything seemingly to the contrary, **the Fund** may in its sole discretion, elect to waive a penalty and claim damages.
- 5.4. **The Service Provider** shall be deemed to have capacity to deliver **the Services** and to have satisfied itself of the conditions and all circumstances affecting the **Service Request** and the carrying out of the **Services**.
- 5.5. If a **Service Request** contains specific dates or periods by which any part of **the Services** is to be completed **the Service Provider** shall complete such parts by such dates unless otherwise agreed to in writing by the **Fund**.
- 5.6. Accordingly, no claim by **the Service Provider** for extension of time will be allowed on the grounds of any matter relating to **the Services** or as to the circumstances or conditions under which **the Services** are to be provided.
- 5.7. Notwithstanding anything seemingly to the contrary, the **Service Provider** agree that **Repeated Breaches** shall entitle **the Fund** to terminate **this Service Provider Agreement** without further notice.
- 5.8. **The Service Provider** shall ensure the information it provides to **the Fund** from its own sources is accurate and shall use all reasonable endeavours to ensure the information it provides to **the Fund** from third parties is accurate and does not breach any privacy legislation and the necessary consents have been obtained where applicable.
- 5.9. **The Service Provider** shall not do anything or cause anything to be done, which may damage the reputation of **the Fund** or bring **the Fund** into disrepute.

## 6. PENALTIES

- 6.1 Should the **Service Provider** fail, for any reason, to achieve full compliance with the provision of Services outlined in this Service Provider Agreement, they agree to be bound by the applicable penalty structure, which is deemed fair and reasonable.
- 6.2 Penalties shall be levied and calculated based on the amount reflected in an invoice submitted to **the Fund** for payment tied to a specified **Service Request**.
- 6.3 Notwithstanding anything seemingly to the contrary, the **Fund** reserve the right to apply penalties to ensure service delivery is punctual and up to standard
- 6.4 Penalties for breach of the service levels detailed in clause 4.6, including clause 4.11 above shall be calculated as detailed hereunder:
- 6.4.1 Failure to deliver a report within the timelines specified in clause 4.6 above shall attract a fixed daily penalty of 5% (five percent) of the invoice amount for each calendar day the **Deliverable** remains overdue, up to a maximum of 50% (fifty percent) of the total invoice value of the particular **Service Request**.
- 6.4.2 The Service Provider shall ensure that all reports and **Deliverables** submitted meet the Reporting Standards and Specifications as outlined in **Annexure B1**. Failure to revise and resubmit a report within five (5) days of receiving the revision request may result in a penalty of 15% of the consultation fee for that report.
- 6.5 . The **Fund** shall follow the following process where penalties are to be applied:
- 6.5.1 The **Fund** shall inform the **Service Provider** within a reasonable time on receipt of the **Deliverables** and or invoice of the applicable penalties to be deducted;
- 6.5.2 The **Service Provider** shall within 5 (five) **Days** of receipt of the **Fund's** notice either submit a revised invoice indicating the applicable penalties or submit written reasons (with the relevant supporting documents) why the penalties should not be deducted.
- 6.5.3 The **Fund** shall within 3 (three) **Days** of receipt of the written submission as contemplated in clause 6.5.2 above, advise the **Service Provider** of its decision, which decision shall be final in the circumstances; and
- 6.5.4 Failure by the **Service Provider** to respond to the **Fund's** notification referred to in clause 6.5.1 shall entitle the **Fund** to proceed to effect and deduct the penalties on the received invoice.

## 7 SERVICE MANAGEMENT AND MONITORING OF SERVICE PERFORMANCE.

- 7.1 **The Parties** acknowledge the need for proper monitoring of their obligations in terms of **this Service Provider Agreement**.

7.2 **The Service Provider** undertakes at all times to have a dedicated person assigned to **the Fund** as a contact person in respect of service management issues.

### 7.3 **Key Personnel and Professional Registration**

7.3.1 Wherein the **Service Provider**, is a company, confirms that it employs qualified medical experts who are duly authorized and competent to perform the services outlined in this **Service Provider Agreement**.

7.3.2 The **Service Provider** shall ensure that all employed medical experts remain registered with the relevant regulatory bodies, including but not limited to the Health Professions Council of South Africa (HPCSA), and maintain the necessary accreditations required for the provision of services under this Service Provider Agreement.

7.3.3 The **Service Provider** shall be responsible for verifying that all key personnel meet the required qualifications, professional standards, and expertise necessary to deliver services in compliance with this **Service Provider Agreement**.

7.3.4 The **Service Provider** shall, upon request, provide the **Fund** with the necessary details of all key personnel, including medical experts employed, and shall ensure that the services are performed by appropriately qualified personnel in accordance with the specifications outlined in this **Service Provider Agreement**.

7.3.5 The **Service Provider** shall be solely responsible for managing the employment, compensation, and performance of these key personnel, ensuring that they comply with all applicable laws, regulations, and industry standards. The **Fund** shall not be liable for any employment-related matters or obligations concerning the **Service Provider's** key personnel

7.3.6 In the event that any key personnel no longer meet the required qualifications or lose their registration with the relevant regulatory body, the **Service Provider** shall immediately notify the **Fund** in writing and take necessary steps to ensure service continuity, including the prompt replacement of such personnel with duly qualified and registered experts.

7.3.7 Failure to comply with the requirements set out in this clause could lead to the review or termination of this **Service Provider Agreement** at the **Fund's** discretion.

7.4 In order to facilitate effective service management, **the Service Provider** shall on quarterly or at such other intervals as determined by **the Fund** attend performance review meetings with **the Fund's** designated official as advised by the **Service Manager** at **the Fund's** premises, if required, at no charge to **the Fund**.

## 8 **PAYMENT**

- 8.1 **The Fund** shall pay **the Service Provider** for the due, full and proper performance and fulfilment by **the Service Provider** of its obligations referred to in **this Service Provider Agreement** and specified in **Annexure D**.
- 8.2 The cost of any **Service** requested by **the Fund**, and which is not specifically provided for in **Annexure D** shall be discussed and agreed to by the **Fund** prior to such **Service** being rendered or its associated costs being incurred. For the purpose of this clause, prior written approval shall be obtained from of the **Fund**.
- 8.3 The pricing of this **Service Provider Agreement** as contained in **Annexure D** is:
- 8.3.1 inclusive of VAT subject to clause 8.3.4;
  - 8.3.2 inclusive of all other taxes and duties which are levied or charged by any revenue authority (including without limitation, the South African Revenue Services);
  - 8.3.3 inclusive of all disbursements, except as specifically provided for in this **Service Provider Agreement**;
  - 8.3.4 The pricing shall be fixed for the first term of this **Service Provider Agreement**. Thereafter, on each anniversary date, the fees may be reviewed and increased at a percentage determined at the discretion of the **Fund's** Executive Committee and Board.
  - 8.3.5 For the subsequent years, the **Fund** shall have three (3) months prior to the anniversary of this **Service Provider Agreement** to advise of any increment that will be effected on the anniversary date of the **Service Provider Agreement** and in this regard, the **Fund** reserves the right to keep the rates at the same rate applicable in the prior year or have a 0% increase.
  - 8.3.6 In the event that there is no decision made, the pricing currently in place shall remain applicable until such decision has been made and there will be no retrospective charge allowed should there be any change.
- 8.4 **The Service Provider** shall invoice **the Fund** in respect of completed **Services**.
- 8.5 Payment of these invoices shall be subject to the review and sign off by **the Fund's** designated official appointed in terms of **the Fund's Delegation of Authority and Functions Policy**, which sign off shall not be unreasonably withheld.
- 8.6 **The Fund** shall be liable to reimburse the **Service Provider** for any expenses incurred only to the extent that these have been specifically agreed in **this Service Provider Agreement** or agreed in writing by **the Fund** in advance of them being incurred.
- 8.7 **The Service Provider** shall ensure that all invoices submitted to **the Fund** are sufficiently detailed and include such supporting documentation as is necessary for **the Fund** to be able to confirm the correctness of the amounts being invoiced as well as to be able to tie the invoice to the specific **Deliverable**.

- 8.8 The **Service Provider** agree that all invoices submitted for issued **Service Request** shall meet the requirements as detailed in **Annexure E, Invoice Requirements**.
- 8.9 Payment shall be made in accordance with the provisions of clause 14.1 below.
- 8.10 Both Parties acknowledge that the charges specified in **this Service Provider Agreement** are intended to compensate **the Service Provider** fully for all **Services** to be performed or provided by **the Service Provider** pursuant to **this Service Provider Agreement**.
- 8.11 Accordingly, **the Fund** will not be obligated to pay **the Service Provider** any amounts in addition to those specifically described in **this Service Provider Agreement**, unless
- 8.11.1 there is an agreed change in the scope of the **Services/Deliverables**, and this has been agreed to in writing by the delegated official of the **Fund** prior to such change in scope is effected, or
- 8.11.2 additional **Services** are required by **the Fund**.

## 9 DURATION AND DATES

- 9.1 Notwithstanding the date of signature of this **Service Provider Agreement** by the authorised officials of the Parties, this **Service Provider Agreement** shall come into effect on ..... “**Effective Date**”, and shall endure, subject to its terms and conditions, for a period of three (3) years, unless terminated by **the Fund** in terms of the provisions contained in this **Service Provider Agreement**

## 10 SPECIAL TERMS AND CONDITIONS

- 10.1 At no additional cost to **the Fund**, other than the payment to be paid by **the Fund** to **the Service Provider** for **the Services** in terms of **this Service Provider Agreement**, **the Service Provider** undertakes to:
- 10.1.1 provided that unjustifiable actions of **the Fund** does not prevent **the Service Provider** from performing its obligations under **this Service Provider Agreement** and barring any force majeure event:
- 10.1.1.1 **The Service Provider** shall at all times supply **the Services** with promptness, diligence, in a professional manner and with all due care, skill and expertise; and
- 10.1.1.2 it shall render **the Services** within the agreed timelines.
- 10.1.1.3 Render the **Services** in a professional manner and within the required standards and practices expected in the profession
- 10.1.2 at all times act in the best interest of **the Fund** and avoid all conflicts of interest that may arise;
- 10.1.3 perform its obligations in a manner that does not infringe or constitute an infringement or misappropriation of any intellectual property or other proprietary rights of any third party; and

- 10.1.4 comply with all legal requirements and with the necessary licenses, certificates, authorisations and consents required under the laws of the Republic of South Africa or under any other applicable jurisdiction for the supply of the deliverables to **the Fund**.
- 10.2 All intellectual property (IP) shall remain the property of the owner of such intellectual property.
- 10.3 Subject to clause 10.4 below, all templates, documents, procedures and frameworks including, but not limited to, project methodologies, development methodologies, implementation methodologies, training methodologies, training material/courseware and the supporting documents and artefacts thereto, remain the property of **the Service Provider** and/or their respective owners and may not be reproduced or reused in any form whatsoever without the express written approval of **the Service Provider** and/or the respective intellectual property owner.
- 10.4 Notwithstanding the provisions of clause 10.2 and 10.3 above, ownership in any documentation specified as a **Deliverable** shall pass to **the Fund** upon payment by **the Fund** to **the Service Provider** of the amount specified in clause 8 above and **the Fund** shall have the right to use, reproduce and adapt the documentation for its own internal use.
- 10.5 Notwithstanding anything to the contrary, **the Service Provider** chooses its *domicilium citandi et executandi* where **the Service Provider** will receive service of all legal process and notices at the physical address given in this **Schedule**.
- 10.6 The Parties appoint the following individuals to whom the Parties assign the management of the **Services**. (Hereinafter referred to as the "Service Manager/s);

- 10.6.1 **The Fund:** Name: \_\_\_\_\_  
 Tel: +27 12 \_\_\_\_\_  
 E-mail: \_\_\_\_\_@raf.co.za  
 (or such other official duly authorised in terms of the Road Accident Fund's Delegations of Authority and Functions Policy)
- 10.6.2 **The Service Provider:** Name: \_\_\_\_\_  
 Tel: \_\_\_\_\_  
 Cell: \_\_\_\_\_  
 e-mail: \_\_\_\_\_

## 11. LIMITATION OF LIABILITY

- 11.1. The **Service Provider** shall be liable for all direct loss or damage arising solely from their negligent acts or omissions in the course and scope of performing their obligations under this **Service Provider**

**Agreement.** Such liability shall extend to professional errors in medical assessments, reporting, and expert opinions rendered to the **Fund**.

- 11.2. The **Fund** shall not be liable for any additional costs, expenses, or losses incurred by the **Service Provider** in the provision of services under this **Service Provider Agreement** unless expressly agreed in writing.
- 11.3. The **Service Provider** shall not be liable to the Fund for any indirect, special, or consequential loss, except where such loss arises from:
- 11.3.1 Fraud, gross negligence, recklessness, or intentional misconduct by the **Service Provider** in the execution of their professional duties;
  - 11.3.2 Breach of applicable medical laws, ethical guidelines, or professional regulations, including those set forth by the Health Professions Council of South Africa (HPCSA) or any other relevant regulatory authority;
  - 11.3.3 Failure to maintain valid Professional Indemnity Insurance, where such failure results in financial exposure to the **Fund**.
- 11.4. The **Service Provider** shall maintain Professional Indemnity Insurance for the full duration of this **Service Provider Agreement**, covering claims arising from professional errors, negligence, malpractice, or omissions. Proof of such insurance shall be provided upon request by the **Fund**.
- 11.5. The total aggregate liability of the **Service Provider** to the **Fund** for any claim arising under or in connection with this **Service Provider Agreement** shall be limited to an amount equal to R5 000 000.00 (Five Million Rand), except where liability arises from fraud, gross negligence, or wilful misconduct.

## 12. DATA PROTECTION

- 12.1 **The Parties** agree to comply with the substantive provisions outlined in **Annexure C: Data Processing Terms and Conditions** and **Annexure C1 Organisational and Technical Security Measures** of this **Service Provider Agreement**.

## 13. TAX CLEARANCE CERTIFICATE

- 13.1 Without limiting in any manner whatsoever the generality of the **Service Provider's** obligations in terms of clause 17 of **Annexure A**, the **Service Provider** shall, for the full and uninterrupted duration of this **Service Provider Agreement**, ensure that the **Fund** is –
- 13.1.1. placed in possession of an original, valid, unexpired Tax Clearance Certificate, issued by the South African Revenue Services;
  - 13.1.2. furnished with a new, original, valid, unexpired Tax Clearance Certificate, issued by the South African Revenue Services, not less than 30 (thirty) days prior to the expiry of the Tax Clearance

Certificate contemplated in clause 13.1.1 above, in the event of any such Tax Clearance Certificate expiring during the duration of this **Service Provider Agreement**, or

13.1.2.1. furnished with a Tax Compliance Status unique security code for the **Fund** to verify the **Service Provider's** tax status on the South African Revenue Service's e-filing system.

13.2. Notwithstanding anything seemingly to the contrary in this **Service Provider Agreement**, until the **Service Provider** complies fully with its obligations under clause 13.1 above, the **Fund** has the right to withhold payment of any unpaid amounts provided for in this **Service Provider Agreement** –

13.2.1. without prejudice to any other rights which the **Fund** may have in terms of this **Service Provider Agreement** or in law; and

13.2.2. without interest accruing on the amount or amounts withheld.

13.3. A breach by the **Service Provider** of its obligations under clause 13.1 above is a material breach which will entitle the **Fund**, at its sole election, to cancel this **Service Provider Agreement** forthwith, without prejudice to any other rights which the **Fund** may have in terms of this **Service Provider Agreement** or in law.

## 14 FORCE MAJEURE

14.1 In the event of any act beyond the reasonable control of the Parties, including war, warlike operation, rebellion, riot, civil commotion, lockout, fire or (without regard to the foregoing enumeration) any other circumstances arising or action taken beyond the reasonable control of the Parties hereto, preventing them or any of them from the performance of any obligation hereunder (any such event hereinafter called "force majeure"), then the Party affected by such force majeure will be relieved of its obligations hereunder during the period that such force majeure continues.

14.2 The Party's relief is only to the extent so prevented and such Party will not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage which the other Party may suffer due to or resulting from the force majeure, provided always that a written notice will be promptly given of any such inability by the affected Party.

14.3 Any Party invoking force majeure will upon termination of such force majeure give prompt written notice thereof to the other Party. Should force majeure continue for a period of more than thirty (30) days, then either Party has the right to cancel this **Service Provider Agreement** by giving written notice to such other Party to that effect.

14.4 Notwithstanding anything to the contrary contained in this **Service Provider Agreement**, the **Service Provider** will not be entitled to rely on a force majeure defence in the event that such act, circumstance or action could have been prevented by the **Service Provider** having proper contingency measures in place.

## 15 REVISIONS, ADDITIONS, DELETIONS TO ANNEXURE A

15.1 The Parties agree to amend the provisions of the Standard Conditions of Contract contained in Annexure A as follows:

15.1.1 **ADD CLAUSE 4:** Delete the clause in its entirety and replace with a new clause to read as follows:

“4. PAYMENT

4.1. The Service Provider shall be required to verify its bank account details by furnishing **the Fund** with a letter from its bank with a bank stamp, alternatively it shall furnish **the Fund** with a cancelled cheque:

4.2 The following bank details must be verified:

Account Holder and any Trading Names;

Bank Name;

Branch Name;

Branch Code;

Account Number

Type of Account

4.3 Upon completion of the **Services**, the **Service Provider** shall submit their invoice to the Regional Office of **the Fund** where the **Service request** originated.

4.4 Invoices may be delivered by hand or e-mail or such other means as communicated by **the Fund** from time to time. The invoices shall be accompanied by the documentation required in **Annexure E, Invoice Requirements** attached to this **Service Provider Agreement**.

4.5 **The Fund** reserves the right, but is not obliged to, require proof of service delivery to accompany the invoice.

4.6 The invoice shall meet the following minimum criteria:

4.6.1 The invoice shall be in the form of a formal tax invoice

- 4.6.2 The invoice shall contain the following:
  - 4.6.2.1 Value Added Tax (VAT) number of the service provider (if VAT registered)
  - 4.6.2.2 the name, address and contact details of the service provider
  - 4.6.2.3 the bank details of the service provider
- 4.6.3 The invoice shall stipulate the following information:
  - 4.6.3.1 **the Fund's** claim number or link number
  - 4.6.3.2 ID number of the patient
  - 4.6.3.3 Date of instruction
  - 4.6.3.4 Date of assessment
  - 4.6.3.5 Date of report
- 4.6.4 The invoice shall contain a detailed breakdown of:
  - 4.6.4.1 the services rendered;
  - 4.6.4.2 the rate at which the service is billed;
  - 4.6.4.3 the time spent on each part of the service; and
  - 4.6.4.4 any disbursements billed for.
  
- 4.7 To the extent possible, and unless an invoice is queried by **the Fund**, payment shall be made to the **Service Provider** within 30 (thirty) days from the date when the payment is recorded on **the Fund's** payment system.
  
- 4.8 Should the invoice and accompanying documentation be incomplete or incorrect, payment shall only be requested once the correct and complete documents are received and shall be made in terms of the provisions of clause 4.7 above. No penalty interest shall be permitted to be charged by the **Service Provider** in this event.
  
- 4.9 Any special or unusual expenses incurred by the **Service Provider** at **the Fund's** specific written request must be charged by the **Service Provider** at cost to **the Fund**. **The Fund** may inspect expense vouchers at any reasonable time. **The Fund** shall at its own cost verify any such special or unusual expenses.

## 16 CHANGE ORDER

- 16.1 In this **Service Provider Agreement** "**Change Order**" means a document which is used for the specific purpose of recording the details of any amendments, deletions, insertions or additions to this **Service Provider Agreement** and which shall be signed by the authorised representatives of both parties before becoming effective and binding on the parties.
  
- 16.2 Should the parties wish to make any amendment, deletion, insertion or addition to this **Service Provider Agreement** the parties shall prepare a **Change Order**.

- 16.3 No **Change Order** shall be of any force or effect until it is executed by the duly authorised signatories of each of the parties.
- 16.4 Each executed **Change Order** shall be subject to the terms and conditions contained in this **Service Provider Agreement**, except as otherwise expressly provided for in such **Change Order** by the parties by specifically stating the parties' intention to amend such terms and conditions of this **Service Provider Agreement** and identifying the specific terms and conditions being amended.
- 16.5 A unique, sequential, number shall be allocated to each **Change Order**.
- 16.6 The authorised representative of the **Fund**, for purposes of executing a **Change Order**, is *the Fund's* Chief Executive Officer or such other official duly authorised in terms of the Road Accident Fund's Fund Delegation of Powers and Functions Policy.
- 16.7 No terms and conditions contained in, without limitation, any purchase order, quote, invoice, statement or similar document, other than a **Change Order** executed in pursuance to this clause 3, shall have the effect of changing any terms or condition contained in this **Service Provider Agreement**.

## 17 ORDER OF PRECEDENCE

- 17.1 In the event of any of the provisions of *this Service Provider Agreement*, **Service Request** or any Annexure to *this Service Provider Agreement*, or any addendum or any Proposal Document being in conflict with each other, the conflict shall be resolved in accordance with the following order of precedence:
- 17.1.1 **This Schedule;**
  - 17.1.2 **Annexure A: RAF Special Conditions of Contract ("SCC"),**
  - 17.1.3 **Annexure B: Medical Expert Report Form**
  - 17.1.4 **Annexure B1: Standard Reporting, Delivery and Submission of Medical Expert Report**
  - 17.1.5 **Annexure C: Data Processing Terms and Conditions;**
  - 17.1.6 **Annexure C1: Technical and Organisational Security**
  - 17.1.7 **Annexure D: Pricing Schedule;**
  - 17.1.8 **Annexure E: Invoice Requirements**
  - 17.1.9 the Request for \_\_\_\_\_ and any additions or amendments thereto furnished to **the Service Provider** in the bid process ("the Bid Documents"), including the Terms of Reference and/or Specifications;
  - 17.1.10 A **Change Order** signed later in time
  - 17.1.11 any other **Change Order** signed earlier in time; and
  - 17.1.12 Government Procurement General Conditions of Contract.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2025.

**Per DOA** \_\_\_\_\_

For: **Road Accident Fund**  
Name: Collins Phutjane Letsoalo  
Capacity: Chief Executive Officer

Witness  
Name:

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2025.

For: \_\_\_\_\_  
Name: \_\_\_\_\_  
Capacity: \_\_\_\_\_

Witness  
Name:

**ANNEXURE A**  
**ROAD ACCIDENT FUND**  
**SPECIAL CONDITIONS OF CONTRACT (“SCC”)**

**1 INTERPRETATION AND DEFINITIONS**

- 1.1 In this Service Provider Agreement, unless clearly inconsistent with or otherwise indicated by the context of the Agreement, the following words, terms or phrases have the following meanings:
- 1.1.1 “Fund” means the Road Accident Fund, a juristic person established in terms of Section 2(1) of the Road Accident Fund Act No. 56 of 1996 (as amended), as well as its successor in title and any other juristic person to whom the Fund’s rights and obligations may be assigned and devolve upon;
- 1.1.2 “Service Provider” means the party described in the Schedule of the Service Provider Agreement, or in lieu of a Service Provider Agreement the party described as the Supplier in the Purchase Order issued by the Fund (whichever is applicable);
- 1.1.3 "Confidential Information" means the terms of this Service Provider Agreement; any information concerning either party or its stakeholders and customers including its operations, business and financial affairs and all other matters which relate to the business of either party and in respect of which information is not readily available in the ordinary course of the business to a competitor of such party or in to any third party; proprietary information or secret information or personal information;
- 1.1.4 "Intellectual Property Rights" means all rights in and to the intellectual property including, without limitation, any know-how, patent, copyright, registered design, trademark or other industrial or intellectual property, whether registered or not and whether or not capable of being registered and any application for any of the aforementioned.
- 1.2 Any reference to the singular includes the plural and vice versa.
- 1.3 Any reference to natural persons includes legal persons and vice versa.
- 1.4 Any reference to a gender includes the other gender/s.
- 1.5 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.6 Where any number of days is prescribed in this Service Provider Agreement same shall be considered to be calendar days and reckoned exclusive of the first and inclusive of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa.
- 1.7 The use of the word "including" or "includes" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example.
- 1.8 The rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation of the Agreement, shall not apply.

- 1.9 The clause headings in this Service Provider Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.10 Recordals shall be binding on the parties and are not for information purposes only.
- 1.11 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.12 To the extent that there is a conflict between the provisions contained in the Schedule and the provisions contained in these Special Terms and Conditions of Contract (SCC), the provisions of the Schedule shall prevail.
- 1.13 To the extent that there is a conflict between the provisions contained in the Special Terms and Conditions of Contract (SCC) and the provisions contained in Government Procurement General Terms and Conditions of Contract (GCC), the provisions of the SCC shall prevail.
- 1.14 Terms other than those defined within this Service Provider Agreement will be given their plain English meaning, and those terms, acronyms, abbreviations and phrases known in the relevant industry to which this Service Provider Agreement applies shall be interpreted in accordance with their generally known meanings in such industry.
- 1.15 Any reference to any statute or statutory regulation shall include a reference to any amendments thereto and to the successor/s in title to such statutes and statutory regulations.
- 1.16 Any reference to any organisation, institution, office, body, department, organ, or person vested with certain powers and authority shall include a reference to its successor/s in title.
- 1.17 The expiration or termination of this Service Provider Agreement shall not affect those provisions of this Service Provider Agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide for this.
- 1.18 If any provision in a recordal, preamble or definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Agreement.
- 1.19 This Service Provider Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

## **2** RECORDAL

- 2.1 The SCC is the Fund's standard terms and conditions of contract and constitutes part of the Service Provider Agreement between the Fund and the Service Provider, or in lieu of a Service Provider Agreement, constitutes part of the Purchase Order issued by the Fund to the Service Provider (whichever is applicable)

2.2 All references to the Agreement are references to the Service Provider Agreement or Purchase Order (whichever is applicable) and the SCC and the GCC.

### **3 NON-PERFORMANCE OF THE SERVICE PROVIDER**

3.1 In the event of the Service Provider not meeting the performance standards set by the Fund, the Fund shall be entitled to call upon the Service Provider by written notice to remedy the situation.

3.2 Should the Service Provider fail to remedy the situation within 5 (five) days the Fund shall be entitled to cancel this Service Provider Agreement forthwith and without further notice to the Service Provider.

3.3 Should the Service Provider fail to meet the set performance standards, the Fund shall be entitled to cancel any outstanding payment due to the Service Provider with regards to the deliverable in terms of the Agreement.

### **4 PAYMENT**

4.1 An original and detailed tax invoice must be submitted after the Fund has acknowledged receipt of the services rendered or goods received in writing.

4.2 A correct and original tax invoice must be submitted to the Fund by the 1st (first) calendar day of the month.

4.3 All supporting documentation, including but not limited to monthly statements (where applicable) and a verification of bank details, must be received before payment can be effected.

4.4 The Service Provider shall be required to verify its bank account details by furnishing the Fund with a letter from its bank with a bank stamp, alternatively it shall furnish the Fund with a cancelled cheque.

4.4.1 The following bank details must be verified:

- Account Holder and any Trading Names
- Bank Name
- Branch Name
- Branch Code
- Account Number
- Type of Account

4.5 Payment will be made by the end of the month on condition that the documentation listed in 4.2 and 4.3 above is furnished to the Fund by the 1st (first) calendar day of the month.

4.6 If an invoice and supporting documentation is submitted to the Fund after the 1st (first) calendar day of the month it shall only be paid by the end of the following month.

- 4.7 Should the documentation be incomplete, incorrect or late (see clauses 4.1 – 4.6 above), payment shall only be effected once the correct and complete documents are received and shall be made in terms of the provisions of 4.5 and 4.6 above. No penalty interest shall be permitted to be charged by the Service Provider in this event.
- 4.8 Payment shall be effected by electronic bank transfer or any other method of payment decided to be used by the Fund from time to time and at the Fund's sole discretion.
- 4.9 Any special or unusual expenses incurred by the Service Provider at the Fund's specific written request must be charged by the Service Provider at cost to the Fund. The Fund may inspect expense vouchers at any reasonable time. The Fund shall at its own cost verify any such special or unusual expenses.
- 4.10 Value Added Tax (VAT) shall be charged on all invoices, which must include the Service Provider's VAT registration number, in terms of the Value Added Tax legislation applicable in the Republic of South Africa.

## **5 CONFIDENTIAL INFORMATION**

- 5.1 The parties shall hold in confidence all Confidential Information received from each other and not divulge the Confidential Information to any parties, including any of their employees, agents, consultants and sub-contractors directly, unless the parties are involved with the execution of this Service Provider Agreement and then only on a need-to-know basis.
- 5.2 The parties shall prevent disclosure of the Confidential Information, except as may be required by law.
- 5.3 The parties agree that they shall protect each other's Confidential Information using the same standard of care that each party applies to safeguard its own Confidential Information and that the information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.
- 5.4 Within thirty (30) days after the termination of this Service Provider Agreement, for whatever reason, the receiving party of Confidential Information shall return same or at the discretion of the disclosing party of such Confidential Information, destroy such Confidential Information, and shall not retain copies, samples or excerpts thereof.
- 5.5 The disclosing party of Confidential Information may at any time request the receiving party of such Confidential Information to return any material containing, pertaining to or relating to Confidential Information disclosed pursuant to the terms of this Service Provider Agreement, and may in addition request the receiving party to furnish a written statement to the effect, that upon such return, the receiving party has not retained in its possession or under its control either directly or indirectly any such material.
- 5.6 As an alternative to the return of the material contemplated in 5.5 above, the receiving party shall at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that all such material has been destroyed.
- 5.7 The receiving party shall comply with the request in terms of clauses 5.5 and 5.6, within fourteen (14) days of receipt of same.

- 5.8 It is recorded that the following information shall, for the purpose of this Service Provider Agreement, not be considered to be Confidential Information:
- 5.8.1 Information known to either of the parties prior to the date that it was received by the other party; or
  - 5.8.2 Information known to the public or generally available to the public prior to the date that it was disclosed by either of the parties to the other; or
  - 5.8.3 Information which becomes known to the public or becomes generally available to the public subsequent to the date that it was disclosed by either of the parties to the other, through no act or failure to act on the part of the recipient of such Information; or
  - 5.8.4 Information which either of the parties, in writing, authorises the other to disclose.
- 5.9 For the avoidance of any doubt, no provision of this Service Provider Agreement should be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the Confidential Information in the event that the receiving party receives the request for the whole or any part of the confidential information in terms of the provisions of the Promotion to Access to Information Act No. 2 of 2000.
- 5.10 Breach of these obligations shall, without prejudice to any other rights that the parties have in law and or in terms of this Service Provider Agreement entitle the Fund to recover damages from the Service Provider.

## **6 INTELLECTUAL PROPERTY RIGHTS**

- 6.1 Where the Service Provider's services and/or products supplied to the Fund in terms of this Service Provider Agreement include Intellectual Property Rights which require to be protected, this is acknowledged by the Fund.
- 6.2 Where certain information pertaining to the Service Provider's Intellectual Property Rights is disclosed to the Fund and any of its employees and consultants, such information shall be treated as Confidential Information and afforded the protection in terms of clause 5.above.

## **7 WARRANTIES**

- 7.1 Where the Service Provider's products and/or services supplied to the Fund in terms of this Service Provider Agreement include or come with certain warranties or guarantees, these shall be incorporated into this Service Provider Agreement as if specifically mentioned and the Fund shall receive the full benefits thereof.
- 7.2 All representations made by the Service Provider in this regard whether in writing or verbally shall be deemed to be incorporated into this Service Provider Agreement as if specifically stated.
- 7.3 Where a dispute arises regarding the terms and conditions of such warranties or guarantees and the representations made by the Service Provider, then the standard practice of the Service Provider in giving such warranties in the normal course of its business shall be deemed to apply as the minimum warranty or guarantee benefits due to the Fund.

- 7.4 The particular terms and conditions of such warranties or guarantees may be recorded in the Schedule. In the event of a conflict between the provisions contained in the Schedule and the provisions contained in the SCC pertaining to such warranties or guarantees, the provisions of the Schedule shall prevail.

## **8 CESSION AND ASSIGNMENT**

The Service Provider shall not cede, assign, abandon or transfer any of its rights and/or obligations in terms of this Service Provider Agreement (whether in part or in whole) or delegate any of its obligations in terms of this Service Provider Agreement, without the prior written consent of the Fund.

## **9 NON-EXCLUSIVE AGREEMENT**

The Fund is not obliged to make exclusive use of the Service Provider as a service provider. Nothing in this Service Provider Agreement shall be interpreted as precluding the Fund from procuring similar or equivalent products or service from other service providers.

## **10 CONTRACTUAL RELATIONSHIP – COMMUNICATIONS WITH NEWS MEDIA AND CONSENSUAL EFFORTS AT RESOLUTION**

- 10.1 The Service Provider may not make a statement or furnish any information or cause any information to be furnished to any news media, on or regarding any matter relating to the contractual relationship between the parties, except with the prior written permission of the Chief Executive Officer of the Fund.
- 10.2 The parties agree that they shall inform each other as soon as possible about any problem relating to the contractual relationship between them that either of them may experience, and further that they shall make all reasonable effort to resolve any such problem consensually.

## **11 RELATIONSHIP**

This Service Provider Agreement does not constitute either of the Parties an agent or legal representative of the other for any purpose whatsoever and neither of the parties shall be entitled to act on behalf of, or to represent, the other unless duly authorised thereto in writing.

## **12 INDEMNIFICATION**

- 12.1 The Fund shall not be liable for any damages arising out of any injuries sustained by the Service Provider's employees, consultants, agents, representatives or sub-contractors whilst such persons are on any premises or in any vehicle owned or used by the Fund or arising out of any damage or loss of any property belonging to such persons on or in such premises or property, whether such injury or damage or loss is caused by the negligence by the Fund or any of its employees, consultants, agents, representatives or sub-contractors or by any other cause whatsoever.

- 12.2 The Service Provider indemnifies the Fund against any claims that may arise from the performance of their functions and actions in terms of this Service Provider Agreement and that of their employees, consultants, agents, representatives or sub-contractors.
- 12.3 Each party hereby indemnifies the other party against all damages, losses or liabilities caused due to an event which is at its risk or due to that party's negligence, either contractually or delictually. The liability of each party to indemnify the other party shall be reduced proportionally if the event at the other party's risk or negligence contributed to the damage, loss or liability.
- 12.4 The Service Provider shall ensure that it and its employees, consultants, agents, representatives and sub-contractors concerned do not in any way infringe or allow any infringement of any other party's Intellectual Property Rights in the performance of this contract, and the Service Provider hereby indemnifies and holds the Fund harmless from and against any claims arising against the Fund as a result of any such infringements by the Service Provider of such Intellectual Property Rights.

## **13 INSURANCE**

- 13.1 Without limiting the Service Provider's liabilities or responsibilities in terms of the Agreement, the Service Provider shall provide insurance to cover its liabilities and responsibilities in terms of the Agreement.
- 13.2 Notwithstanding anything elsewhere contained in the Agreement, the Service Provider shall provide at least:
- 13.2.1 Insurance in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993. The Service Provider shall upon request from the Fund submit proof to the satisfaction of the Fund that the Service Provider is insured under the Compensation for Occupational Injuries and Diseases Act by providing the Fund with adequate proof stating that it has paid all assessments due;
- 13.2.2 Insurance covering legal liability in respect of claims for death of/or injury to persons or loss of/or damage to third party property;
- 13.2.3 Motor vehicle liability insurance in respect of all motor vehicles brought onto the premises of the Fund.
- 13.3 The Fund shall have the right to examine the policies maintained by the Service Provider at any time during the term of the Agreement.

## **14 SAFETY AND SECURITY**

- 14.1 The Service Provider agrees to comply with the Fund's security and safety procedures. Without limiting the generality thereof the Service Provider must specifically comply with the Occupational Health and Safety Act.
- 14.2 The Fund shall be entitled to request the Service Provider to remove any employee, agent, consultant or subcontractor from its team if the Fund is of the opinion that such a person is a security or safety risk or that the conduct of such a person is detrimental to the relationship between the parties. Such a person must be removed by the Service Provider within the time period stipulated by the Fund. The Service Provider indemnifies the Fund against any claims that might arise due to such removal.

## **15 CANVASSING, GIFTS, INDUCEMENTS AND REWARDS**

- 15.1 The Service Provider shall not under any circumstances offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage to any of the Fund's employees, consultants or sub-contractors.
- 15.2 Such an act shall constitute a material breach of the Agreement and the Fund shall be entitled to terminate the Agreement forthwith, without prejudice to any of its rights in terms of this Service Provider Agreement or in law.

## **16 MEETINGS**

- 16.1 If the nature of the goods or services supplied to the Fund dictate it, authorised representatives of the parties must attend periodic meetings at such intervals as such representatives may agree from time to time but in any event not less than once every two weeks. The meetings shall take place at the location and at such times as the representatives may agree.
- 16.2 Each party's representatives shall be entitled to place such items which they intend discussing at a meeting on the agenda for the meeting and shall give the representatives of the other party notice of all such items by no later than 16h00 two (2) days preceding the day on which the meeting is to be held.
- 16.3 The Service Provider shall not be entitled to payment from the Fund for time spent attending the aforementioned meetings.

## **17 COMPLIANCE WITH LAWS AND TAX OBLIGATIONS**

- 17.1 The Service Provider warrants that it complies with all laws and regulations applicable to it, with its legal obligations pertaining to its business in general and to its obligations contained in this Service Provider Agreement as well as with all applicable requirements of any government department (whether national, provincial or local), other public authorities and regulating bodies (whether statutory or voluntary); and undertakes to continue to take all reasonable and necessary steps to ensure that such compliance is maintained.
- 17.2 The Service Provider warrants that any of its undertakings in terms of this Service Provider Agreement do not constitute a contravention in terms of any statute, statutory regulation, other law or regulating body's rules that it is bound by; and undertakes to continue to take all reasonable and necessary steps to ensure that this remains so.
- 17.3 The Service Provider furthermore specifically warrants that it complies with all of its obligations in terms of all tax laws and regulations applicable to it, including but not limited to all of its obligations pertaining to the payment of income tax, capital gains tax, employees tax (PAYE and SITE), value added tax, skills development levies, unemployment insurance fund levies, workmen's compensation fund levies, regional services council levies and all other taxes and levies payable both now or in the future and whether it is liable in the Republic of South Africa or other jurisdictions; and undertakes to continue to take all reasonable and necessary steps to ensure that this remains so.
- 17.4 The Service Provider warrants that it is well acquainted with its obligations as contemplated in 17.1 – 17.3, above and undertakes to take all reasonable and necessary steps to remain so.

- 17.5 The Service Provider specifically warrants that it is well acquainted with its obligations as a taxpayer, provisional taxpayer, employer, employee, labour broker, personal service company, personal service trust and the like (as the case may be) and its income tax, employees taxes and levies (SITE, PAYE, UIF, SDL, others) and other tax implications and obligations in terms of the Income Tax Act as a whole and specifically the Fourth Schedule thereto, and their successor/s in title.
- 17.6 Any specific warranties given by the Service Provider in clause 17. above shall not in any way limit or affect the generality of the warranties and undertakings given in this clause. Such specific warranties and undertakings are merely included for the sake of additional clarity.

## **18 BREACH**

- 18.1 In the event of either one of the parties (the “defaulting party”) committing a breach of any of the provisions of this Service Provider Agreement and failing to remedy such breach within a period of 5 (five) days after receipt of a written notice from the other party (the “aggrieved Party”) calling upon the defaulting party to remedy the breach complained of, then the aggrieved party shall be entitled at their sole discretion and without prejudice to any of their other rights in law and/or in terms of this Service Provider Agreement, either to: -
- 18.1.1 Claim specific performance in the terms of the Agreement;
  - 18.1.2 Cancel the Agreement forthwith and without further notice and recover damages from the defaulting party.
- 18.2 In the event of the defaulting party being in breach of any provision of this Service Provider Agreement and the aggrieved party having to take legal action against the defaulting party as a result thereof, the defaulting party shall be liable to pay the aggrieved party’s legal costs as well as all expenses which have reasonably been incurred in having to take such legal action, which expenses will include but not be limited to private investigators fees, tracing agents fees, forensic auditors fees, valuation fees and such similar professional fees in terms of any court order or settlement agreement (whether legal action was instituted in a court of law or other forum, or was resolved prior to any such action having to be taken).

## **19 TERMINATION**

- 19.1 The Fund may terminate this Service Provider Agreement at any time and at the Fund’s sole discretion, by giving not less than thirty (30) days written notice to the Service Provider. The Fund reserves the right to terminate the contract by giving written notice for a period shorter than thirty (30) days, which period shall be determined by the Fund at its sole discretion, informed by the circumstances which necessitates such a termination.
- 19.2 The Fund when giving notice under clause 19.1 shall, in the written notice, specify the extent of the termination and the effective date of such termination.
- 19.3 The Service Provider, upon receipt of a notice contemplated under clause 19.1 shall discontinue the supply of all services or goods under this Service Provider Agreement, to the extent specified, and on the date specified in the notice.

- 19.4 In the event of the termination, in whole or in part, of this Service Provider Agreement by the Fund under this clause 19, the Fund shall pay the Service Provider for services or goods already supplied by the Service Provider under this Service Provider Agreement, up to and including the date of termination specified in the notice.
- 19.5 The Fund shall not be liable for any consequential loss resulting from the termination of this Service Provider Agreement by the Fund under this clause 19, including, without limitation, any loss of profits or any costs associated with the termination of any sub-contracts entered into by the Service Provider.
- 19.6 Termination of the Agreement under this clause 19 shall be without prejudice to any rights that may have accrued to either of the parties, in respect of goods or services delivered before the date of termination, specified in the notice. It is specifically agreed that, upon termination of this Service Provider Agreement under clause 19, no rights shall accrue to either party in respect of goods or services not yet delivered under the Agreement.

## **20 DISPUTE RESOLUTION**

- 20.1 Any dispute arising out of or relating to this Service Provider Agreement, shall be adjudicated by a competent South African High Court and the Parties hereby consent and submit to the exclusive jurisdiction of the North Gauteng High Court.
- 20.2 Notwithstanding the provisions of clause 20.1, the Parties may elect to resolve the dispute by direct negotiation through the Fund's Chief Executive Officer and the Service Provider's Chief Executive Officer within a reasonable time of such dispute arising.

## **21 DOMICILIUM AND NOTICE ADDRESS**

The parties each choose their *domicilium citandi et executandi* as the address where they will receive service of all legal process and notices at the respective physical addresses given in the Schedule or the Purchase Order (whichever is applicable).

## **22 NOTICE**

- 22.1 All notices, correspondence and any other communication between the parties shall be made in writing and shall be sent by hand delivery, by registered post, or by e-mail with a 'read receipt'.
- 22.2 If notice is given by way of e-mail it must be with a 'read receipt', such notice shall be deemed to be received 1 (one) day after sending.
- 22.3 If notice is given by registered post, such notice shall be deemed to be received 7 (seven) days after sending.
- 22.4 If notice is given by hand delivery, such notice shall be deemed to be received after delivery.
- 22.5 Any legal process shall be served at the parties' chosen *domicilium citandi et executandi* addresses.

- 22.6 Any changes to the parties' notice addresses and domicilium addresses as furnished in the Schedule shall be given in writing and shall be deemed to apply upon the date of receipt of such notice.

## **23 GENERAL CONTRACT PROVISIONS**

### **23.1 Entire Contract:**

This Service Provider Agreement replaces all previous agreements with a similar content between the Service Provider and the Fund. There are no prior or parallel agreements with a similar subject matter to this Service Provider Agreement that are binding on the parties.

23.1.1 This Service Provider Agreement constitutes the sole and entire agreement between the parties.

23.1.2 All the representations, undertakings, warranties or guarantees ("the representations") made by the parties are contained in this Service Provider Agreement. Any representations not contained in this Service Provider Agreement shall not be binding on the parties and shall be without any force or effect.

23.1.2.1 The provisions of clause 7. above shall be excluded here from, where applicable.

23.1.3 Any provision at variance with the terms and conditions of this Service Provider Agreement shall not be binding on the parties and shall be without any force or effect.

### **23.2 Amendments and Latitude**

23.2.1 No amendment or variation of this Service Provider Agreement (including this clause), whether by addition, deletion, waiver, novation or consensual cancellation shall be binding on the parties and shall be without any force or effect unless reduced to writing and signed by the parties to this Service Provider Agreement.

23.2.2 No latitude, extension of time or other indulgence which may be given or allowed by any party to any other party in respect of the performance of any obligation in this Service Provider Agreement or any enforcement of any rights arising from this Service Provider Agreement and no 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 Service Provider Agreement or estop such a party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision of this Service Provider Agreement.

### **23.3 Severability**

23.3.1 If any term, condition or performance, or any part thereof, in this Service Provider Agreement (the "provision") is determined to be invalid, illegal, unlawful or unenforceable to any extent, then that provision shall be removed from the remaining provisions of this Service Provider Agreement, or amended to make it valid, legal, lawful or enforceable (as the case may be), in such a manner as to leave the amended agreement substantially the same in essence, and the Agreement so amended shall remain in force and effect.

23.3.2 If any provision of this Service Provider Agreement is determined to be invalid, illegal, unlawful or unenforceable to any extent as contemplated in 23.3.1 above, such a provision shall be deemed to be severable from the rest of the provisions of this Service Provider Agreement and shall not in any way affect the validity and enforceability of the rest of the provisions of this Service Provider Agreement and the Agreement as a whole.

### **23.4 Warranty of Authority**

The Fund and the Service Provider warrant to each other that their respective signatories and representatives have the power, authority and legal right to conclude and sign this Service Provider Agreement and perform in terms of this Service Provider Agreement, and that this Service Provider Agreement has been duly authorised by all necessary actions of their respective governing organs and management, as the case may be, and constitutes valid and binding obligations on them in accordance with the provisions of this Service Provider Agreement.

#### 23.5 Costs

Each party shall pay their own legal and other consulting and advisory fees and related expenses incurred in regard to the negotiation, drafting, preparation and finalisation of this Service Provider Agreement and the entire transaction.

**ANNEXURE B**  
**MEDICAL EXPERT REPORT FORM**

# Medical Experts Report



Link Number		Injured Name			
Branch		Date of Birth		Age	
Claims Handler		ID Number			
Date of Accident		Contact Number			
Employment Status		Gender			
Occupation		Date of receipt of the report by RAF			
DR's Name		DR's MP/HPCSA or PR number (PCNS or HPCSA)			
DR's Speciality		Contact Number			
ABIME Trained?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
		Email Address			
DR's Address					
Date of Assessment		Date of Submission			

Brief description of accident			
Injuries Sustained		Primary ICD 10 code	
		Other ICD 10 codes	

<b>Clinical History</b>						
<b>Current Complain</b>						
<b>Physical Examination</b>						
<b>Social and Personal Life</b>						
<b>Functional Impairments noted in ADLS</b>						
<b>Prognosis</b>						
<b>Conclusion on Physical; Social and Funcional</b>						
<b>Will there be any residual permanent</b>		<b>Has MMI been reached?</b>	<b>Yes</b>		<b>No</b>	
<b>WPI % (Summary on attached form)</b>	<i>A clear accurate report must be provided to support a rating impairment with reference to clinical evaluation analysis of findings, and a discussion of how an impairment rating calculated</i>					
	<i>The following impairment reports are annexed. Annexure A: Upper Extremities; Annexure B: Lower Extremities; Annexure C: Spine and Pelvis. Refer to the relevant anatomic report as per the AMA guide.</i>					

<b>Review and Interpretation of Clinical Studies (X Rays; MRI; CT- Scan)</b>	<b>Yes</b>		<b>No</b>		
<b>Conclusion on Clinical Studies Review</b>					
<b>Medical Management</b>					
<b>Hospitalization</b>	<b>Yes</b>		<b>No</b>		<b>Length of Stay</b>
<b>Name of Hospital</b>				<b>Level of Care</b>	
<b>Date of Admission/ Date of Discharge</b>				<b>Re-admission within 5-7 day?</b>	
<b>Pre-existing Conditions</b>				<b>ICD 10 code(s)</b>	

If the injury is not on the list of non-serious injuries and did not result in 30 percent Whole Person impairment, as provided in the AMA Guides, consider whether the injury resulted in any of the consequences set below. Provide full details. If necessary support the opinion with report attached as annexures.

<b>Description of serious long-term impairment/ loss of body function</b>	
<b>Description of disfigurement</b>	
<b>Severe long term Mental and Behavioral disturbance</b>	
<b>Loss of Foetus</b>	
<b>Narrative</b>	

I..... declare that to the best of my knowledge and belief the information and opinion set out in this report are true and correct in every respect.

<b>Signed by</b>		<b>Place</b>	
<b>Signature</b>		<b>Date</b>	

**ANNEXURE B1**  
**STANDARD REPORTING, DELIVERY AND SUBMISSION**  
**OF MEDICAL EXPERT (SERVICE PROVIDER) REPORT**

**1. Ethical requirements for practitioners and reports:**

- 1.1 Practitioners are required to provide the Courts with scientific and professional practice information, unique to each profession, that is outside the experience and knowledge of the referring parties.
- 1.2 Practitioners should compile reports that are clear, evidence-driven, grammatically sound, and focused on the referral / legal question(s). A report must be written in a manner that anticipates critical analysis, disagreement, verbal confrontation, and / or cross-examination.
- 1.3 Practitioners should disclose all sources of information obtained in the course of their professional services and identify the source of each piece of information that was considered and relied upon in formulating a particular opinion and / or conclusion.
- 1.4 Practitioners are required to provide opinions that are sufficiently based upon scientific foundation, reliable, and valid principles and methods that have been applied appropriately to the facts of the case.
- 1.5 Practitioners should make known the status and limitations of these principles and methods.
- 1.6 Practitioners should stay within their registered scope of practice.
- 1.7 Practitioners should not amend their opinions at the behest of the paying party.

**2. Assessment/consultation:**

- 2.1 A practitioner can only represent a claimant in the event that they consulted with the claimant personally. Thus, it is imperative that the practitioners consult with the claimant during the assessment process.

**3. Records:**

- 3.1 Date of assessment and date of report: As the report is a legal document it should be clearly dated.
- 3.2 Claimant Details/Documentation: RAF 1 Claim form; Certified Copy of Claimant and injured ID; Certified Copy of Claimant and injured Passport; Unabridged Birth Certificate; Hospital Records and other relevant medical records to confirm personal details; Accident Report; as well as work permits. Provide notes regarding discrepancies or issues in names or identification particulars. Education and /or Employment documents received & generated (e.g., School Reports / Proof of Registration / Academic Records / Proof of education levels of immediate family or relevant persons / Workplace or Employer Certificates / Salary Advice, Employer Payroll Analysis / IRP5's / Employment Contracts and Confirmation Letters / Performance Contracts and Performance Evaluations; as well as emails and other correspondence with and / or from employers).

- 3.3 Collateral sources' (e.g. schools/teachers and employers, among others) names and positions: Provide the names of supervisors, managers, and human resource officials consulted as well as the date(s) of consultation; Company contact details publicly available should be supplied; and private emails and cell phone numbers should be withheld with a note that they are available on request.

#### **4. Factual Medical History and Observation:**

- 4.1 practitioners name and qualifications and HPCSA and/or other relevant registration numbers. Provide the name(s), qualifications and registration details of the expert(s) involved in signing off the report.
- 4.2 Professional opinion supported by medical assessments and outcomes.
- 4.3 Thorough medical history should be provided by practitioners, such as previous injuries and medical conditions which could have had an impact on functionality even prior to the accident. Supporting documentation should be provided in this regard, if available.

#### **5. Objective Analysis and Prognosis:**

- 5.1 Medical and psychological diagnosis, prognosis, treatment, postulations and recommendations should be based on factual information and various sources of data / documentation / evidence should be provided to support practitioners' opinions.

#### **6. Impact Assessment:**

- 6.1 Describes the patient's current and future health impact.

#### **7. Legal Compliance and Objectivity:**

- 7.1 Independent declaration and signature confirm credibility.
- 7.2 All parties involved during the consultation, assessment and report writing should clearly indicate their credentials and sign off on the report, to provide clarity and to avoid any information obtained through hearsay only (i.e. where a psychometrist is involved in the assessment and only provides the psychologist with their account of the observed assessment behavior. In this instance the psychometrist must also sign the report and may be called to provide first-hand testimony on the behavioral observations during the assessment).

## ANNEXURE C

### DATA PROCESSING TERMS AND CONDITIONS

#### 1. INTERPRETATION AND DEFINITIONS

1.1. In this terms and conditions, unless clearly inconsistent with or otherwise indicated by the context of the Service Provider Agreement, the following words, terms or phrases have the following meanings:

1.1.1. **“Operator”** means is a person who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party; and for the purpose of the Service Provider Agreement, and for purpose of the terms and conditions shall refer to \_\_\_\_\_, a service provider who has been appointed by the **Fund**, to render the Deliverables in terms of the Service Provider Agreement.

1.1.2. **“Personal information”** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:

1.1.2.1. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;

1.1.2.2. information relating to the education or the medical, financial, criminal or employment history of the person;

1.1.2.3. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;

1.1.2.4. the biometric information of the person;

1.1.2.5. the personal opinions, views or preferences of the person;

1.1.2.6. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

1.1.2.7. the views or opinions of another individual about the person; and

1.1.2.8. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

1.1.3. **“POPI”** means the Protection of Personal Information Act 4 of 2013;

1.1.4. **“Processing”/“Process”** means any operation or activity or any set of operations, whether or not by automatic means, concerning **personal information**, including – the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

- 1.1.5. “**Responsible Party**” means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information and shall for the purpose of this terms and conditions, refer to the **Fund**;
2. This Data Processing terms and conditions are an annexure to the Service Provider Agreement.
3. The **Operator** agree that the expiry by effluxion of time or termination of the Service Provider Agreement does not exempt the **Operator** from the obligations set out under this **Addendum** with regards to the **processing of the personal information**.

## 2. SCOPE OF THE TERMS AND CONDITIONS

For the purpose of this clause, **Data** shall refer to the **Fund’s** personal information, its confidential and sensitive information and that of data subjects (as defined in POPI) in its possession and the **Fund’s** confidential information.

- 2.1 The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 4 of 2013 (hereinafter referred to as ‘POPI’).
- 2.2 Where any party receives any personal information as defined in POPI it shall ensure that it fully complies with the provisions of the Act and only deal with the personal information to fulfil its obligations under the Service Provider Agreement. The personal information received shall not be further processed or disclosed without the consent of the disclosing party.
- 2.3 Each party therefore understands and agrees, notwithstanding any contrary provision in any other agreement between the parties, that each party retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of the provisions dealing with POPI, and may prevent the other party, any of its agents or subcontractors, or any third party who has received records from that party from violating this Agreement by any legal means available. Each party further understands that violation of the provisions dealing with POPI may subject that party to applicable legal penalties, including those provided under POPI.
- 2.4 Within thirty (30) days after the termination of the Service Provider Agreement, for whatever reason, the receiving party of either party’s personal information shall return same or at the discretion of the disclosing party of such personal information, destroy such personal information, and shall not retain copies, samples or excerpts thereof.

2.5 In cases where the disclosing party has elected for the personal information to be destroyed, as provided for in clause 2.4 above, the receiving party shall, within ten (10) days of receiving the instruction to destroy the personal information, send an affidavit confirming the destruction of personal information.

2.6 The Service Provider acknowledges that all data provided, processed, or created under this Agreement (hereinafter referred to as “Data”) will remain within the borders of the Republic of South Africa and shall not be transferred, accessed, stored, or processed outside South Africa’s jurisdiction

**2.7 The Operator** agrees that the **Services** involves the **Processing of Personal information** as defined in **POPI** and other data (hereinafter referred to collectively as “**the Responsible Party’s Data**”) that is in the possession of the **Responsible Party**.

**2.8** The Parties acknowledge their respective obligations to comply with the substantive provisions of the **POPI**.

2.9 In this regard, the **Operator** agrees to provide the **Responsible Party** with reasonable assistance complying with the rights of data subjects under **POPI** or any other data privacy legislation that is applicable.

2.10 In **processing** the **Responsible Party’s Data**, the **Operator** agrees as follows:

**2.10.1 Sub Processing and Data Transfer:**

2.10.1.1. The **Operator** shall only transfer it only to sub-operators permitted under the Service Provider this **Addendum** or as notified to and approved in writing by the **Responsible Party**.

2.10.1.2 The **Operator** shall keep a list of all sub-operators who have been permitted and approved for the **Responsible Party’s Data** to be transferred to.

2.10.1.3 The **Operator** may not transfer for whatever reason or authorize the transfer of the **Responsible Party’s Data** outside the Republic of South Africa.

**2.10.2 Security Measures:**

2.10.2.1 The **Operator** shall put in place such security measures to ensure the protection of the **Responsible Party’s Data**. These measures shall include but not limited to access control, firewalls, authentication, encryptions, business continuity measures, network and application security, vulnerability and web application scanning, logging and monitoring.

- 2.10.2.2 The **Operator** shall implement appropriate measures designed to ensure the confidentiality of the **Responsible Party's Data**, including by imposing confidentiality obligations on the relevant personnel.
- 2.10.2.3 The **Operator** shall report all security incidents within 24 hours of such occurrence and advise the **Responsible Party** of measures taken in that regard.
- 2.10.2.4 The **Operator** shall comply with such measures as detailed in **Annexure F1: Technical and Operations Measures** where same applicable.

### 2.10.3 Right to Audit:

- 2.10.3.1 The **Operator**, shall on the **Responsible Party's** reasonable written request, provide the **Responsible Party** with reasonable information necessary to demonstrate compliance with this clause and **Addendum**, which may include any available third party security audit reports.

### 2.10.4 Data Breaches:

- 2.10.4.1 The **Operator** shall notify the **Responsible Party** within 24 (twenty-four) hours of becoming aware of any request or queries pertaining to the **Responsible Party's Data** or any breach thereof.
- 2.10.4.2 The **Operator** shall co-operate with the **Responsible Party** and take reasonable steps as directed by the **Responsible Party** to assist in the investigation, mitigation and remediation of the breach.

### 2.10.5 Retention, Return and Destruction of the Responsible Party's Data:

- 2.10.5.1 The **Operator** shall on the **Responsible Party's** written request either return or destroy or expunge from any storage device including electronic, the **Responsible Party's Data** when the **Services** expires or terminated, subject to any requirements by law which require the **Operator** to retain evidence of the services delivered and with the exclusion of any records and files created pursuant to the **Operator's** automatic archiving and backup procedures.
- 2.10.5.2 In case where the **Responsible Party** has elected for its **Data** to be destroyed, as provided for in clause 2.4.5.1 above, the **Operator** shall, within ten (10) days of receiving the instruction to destroy the **Responsible Party's Data**, send an affidavit confirming the destruction of such.

## 2.10.6 Usage of the Responsible Party's Data

- 2.10.6.1 The **Operator** shall not use the **Responsible Party's Data** for any other purpose, save for the purpose set out in this **Addendum** and the **Services**.
- 2.10.6.2 The **Operator** shall not use the **Responsible Party's Data** for any direct marketing or advertising, research or statical purposes.
- 2.9.6.3 The **Operator** shall not sell, alienate or do such to part with the **Responsible Party's Data** irrespective of whether it is to the benefit (financially or non-financially) of the **Responsible Party**.

## ANNEXURE C1

### TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

During the subsistence of the contract, the Service Provider will be entrusted with the Road Accident Fund's (RAF) confidential, private, personal or sensitive information ('referred to herein as files, data and or documents).

The Service Provider shall have such policies in place to comply with RAF requirements as well as the provisions of the Protection of Personal Information Act, 4 of 2013.

**The Service Provider shall therefore implement the following measures *inter alia*:**

#### 1.1 Document Handling and Transportation

The Service Provider must have protocols in place to ensure proper handling and transport of files to and from the Service Provider's premises. The Service Provider must have a secure transportation system (lockable) to transfer files to and from the premises.

##### 1.1.1 Security Measures

During handling and transportation, the files must be kept in lockable containers or packaging to prevent loss, theft, or damage of whatsoever nature.

#### 1.1.2 Record Keeping

The Service Provider should maintain accurate records of each document stored, including its location, access history, and retention schedule. The records should be organised in a way that allows for easy and accurate tracking of each document.

### 1.2 Document Retrieval and Handling

#### 1.2.1 Secure Retrieval

The Service Provider should use secure protocols for retrieving the documents, including verifying the identity of the requester and ensuring that the documents and records are transported securely.

#### 1.2.2 Record Keeping

The Service Provider should maintain a detailed record of all retrieval activities, including the date and time of the activity, the identity of the requester, and the reason for the activity.

#### 1.2.3 Secure Storage

The physical documents and records should be stored in lockable cabinets to prevent unauthorised access or tampering.

#### 1.2.4 Access Control

The physical documents and records should be accessible only to authorised personnel, and the Service Provider should have policies and procedures in place to ensure that access is controlled and monitored.

#### 1.2.5 Fire Suppression

The Service Provider's premises should have a fire suppression system or similar in place, fire extinguishers with carbon dioxide, to prevent damage or loss of documents and records in the event of a fire.

### 1.3 Security including secure facility

The Service Provider's premises should have a secure perimeter with controlled access and or surveillance systems. The premises should have secure doors, locks, and alarms to prevent unauthorised access.

### 1.3.1 Physical Security

The Service Provider must have physical security measures in place to ensure the safety and security of the documents, including controlled access points, surveillance cameras, and or 24/7 security monitoring. The Service Provider must always ensure the physical security of records in their possession. All document storage facilities must be adequately protected against unauthorised access. Should there be any real, attempted, or suspected breach of physical security the Service Provider will be obliged to inform the RAF and provide any CCTV footage, police report and linked alarm system records of the incident.

### 1.3.2 Document Access Control

Access to the documents and records must be controlled, with only authorised personnel permitted to handle, view, or transport the documents.

### 1.3.3 Access Monitoring and Control

The Service Provider must have access monitoring and control procedures in place to ensure that only authorised personnel are granted access to the documents and records and the storage facility.

### 1.3.4 Network Security

The digital document storage systems must have appropriate technical security measures in place, such as firewalls, intrusion detection, and encryption, to protect against unauthorised access or attacks.

### 1.3.5 Access Control

- Grant access on a need-to-know basis.
- Use strong authentication methods to control access to systems and data.
- Regularly review and update access permissions.

### 1.3.6 Data Protection Obligations

- The Service Provider must handle and process personal and sensitive data in compliance with applicable data protection laws and regulations.
- Implement measures to safeguard data against unauthorised access, disclosure, alteration, and destruction.
- Inform the RAF immediately of any data breaches or incidents that may impact the security of the information.
- The Service Provider shall implement appropriate measures designed to ensure the confidentiality of personal, confidential and sensitive data, including by imposing confidentiality obligations on any of its agents or subcontractors, or any third party who has received records.
- Comply fully with the respective legislative and regulatory frameworks in the processing of

personal information.

- Third-party service providers that handle PII on behalf of the organization should be screened or vetted for their data protection policies and procedures and should be required to sign a data protection agreement.
- Raf reserve the right to conduct security screening or vetting for company directors and resources provided.

#### 1.3.7 Cybersecurity Standards

- The Service Provider is required to implement robust cybersecurity measures to protect against cyber threats, including but not limited to malware, phishing, and unauthorised access.
- Use encryption for data in transit and at rest to ensure the confidentiality of sensitive information. Utilise encryption protocols and algorithms that comply with industry standards.
- Regularly update and patch systems, software, and applications to address security vulnerabilities.

#### 1.3.8 Incident Reporting and Response

- The Service Provider must have a documented incident response plan to address and mitigate data breaches promptly.
- The Service Provider must report any security incidents or data breaches to RAF in a timely manner.

#### 1.3.9 Subcontractors and Third-Party Oversight

- If subcontractors are engaged, the Service Provider must ensure that they also adhere to the same data protection and cybersecurity standards outlined in this policy.
- The Service Provider is responsible for the actions and compliance of any sub- contractors or third parties engaged in providing services to the RAF.

#### 1.3.10 Audit and Monitoring

- The RAF reserves the right to audit and monitor the Service Provider 's compliance with this policy.
- The Service Provider must cooperate with any audits or assessments conducted by RAF to evaluate compliance with data protection and cybersecurity standards.

## ANNEXURE D

### PRICING SCHEDULE

#### 1. BASE HOURLY TARIFF

- 1.1 **The Fund** has established base hourly escalations as set out below. Service Providers shall invoice **the Fund** in accordance with the tariff set out below:

<b>BASE HOURLY TARIFFS</b>		
<b>MEDICO-LEGAL CONSULTATION, REPORTING AND COURT APPEARANCE</b>		
<b>EXPERT CATEGORY</b>	<b>AREA OF SPECIALISATION</b>	<b>RATE PER HOUR</b>
CATEGORY A	Occupational Therapist	R 803,32
CATEGORY B	Industrial psychologists	R 1 224,01
	AMA trained medical Practitioners	R 1 224,01
	Educational psychologist	R 1 224,01
	Dentist	R 1 224,01
	Clinical psychologist	R 1 224,01
	Speech Therapist	R 1 224,01
	Neuropsychologist	R 1 224,01
	Child Psychologist	R 1 224,01
CATEGORY C	Orthopedic surgeon	R 2 655,18
	Psychiatrist	R 2 655,18
	Gyneacologist	R 2 655,18
	Maxillo Facial and Oral Surgeon	R 2 655,18
	Ear, Nose and Throat Specialist	R 2 655,18

	Urologist	R	2 655,18
	Ophthalmic Surgeon	R	2 655,18
	Vascular Surgeon	R	2 655,18
	Specialist Physician	R	2 655,18
	Pediatrician	R	2 655,18
	Dermatologist and	R	2 655,18
	Orthodontists	R	2 655,18
	Plastic surgeon	R	2 655,18
	Neurosurgeon	R	2 655,18
	Neurologist	R	2 655,18
CATEGORY D	Blood tests		
	X-rays		
	MRI		
	CT Scan		
	Psychometric Assessment		
CATEGORY E	Other fields not listed		

1.2 The following is considered by **the Fund** as a reasonable maximum time required to perform the Services. The **Service Provider** shall be required to indicate the actual time spent on each service and to only bill for hours actually spent.

INDICATIVE MAXIMUM HOURS						
AREA OF SPECIALISATION	Preparation, medico-legal consultation and report	Extended consultation (Work / Home / School)	Joint Minutes	Court Appearance and Pre-trial	RAF 4 / Narrative Test	Addendum Report
Occupational Therapist	12.5	5	3	5	3	5
Industrial psychologists	10	5	3	5	3	5
AMA trained medical practitioners	N/A	N/A	3	5	3	5
Educational psychologist	12.5	5	3	5	3	5

Dentist	5	N/A	3	5	3	5
Clinical psychologist	12.5	N/A	3	5	3	5
Speech Therapist	5	N/A	3	5	3	5
Neuropsychologist	12.5	N/A	3	5	3	5
Child Psychologist	10	N/A	3	5	3	5
Orthopaedic surgeon	5	N/A	3	5	3	5
Psychiatrist	7.55	N/A	3	5	3	5
Gynaecologist	5	N/A	3	5	3	5
Maxillo Facial and Oral Surgeon	5	N/A	3	5	3	5
Ear, Nose and Throat Specialist	5	N/A	3	5	3	5
Urologist	5	N/A	3	5	3	5
Ophthalmic Surgeon	5	N/A	3	5	3	5
Vascular Surgeon	5	N/A	3	5	3	5
Specialist Physician	5	N/A	3	5	3	5
Paediatrician	5	N/A	3	5	3	5
Dermatologist	5	N/A	3	5	3	5
Orthodontists	5	N/A	3	5	3	5
Plastic surgeon	5	N/A	3	5	3	5
Neurosurgeon	7.5	N/A	3	5	3	5
Neurologist	7.5	N/A	3	5	3	5

1.3 In the event that the indicative maximum hours are exhausted, the **Service Provider** must obtain prior written approval from the **Fund** to use the extended /additional hours if required.

## MISCELLANEOUS PROVISIONS

1.4 The Service provider may charge for necessary travel costs, only to the extent that **the Fund** has agreed in writing to such travelling prior to the travel costs being incurred . Travel costs will be reimbursed at the rate prescribed by **the Fund's** Travel Policy applicable from time to time.

1.5 In the event that a consultation is cancelled by **the Fund** less than two (2) days from the appointment date, the service provider will be entitled to charge a fee equivalent to 50% of the indicative time allowed for consultation as set out in paragraph 1.2 above.

## ANNEXURE E

### INVOICE REQUIREMENTS

#### 1. INVOICE REQUIREMENTS FOR JOINT MINUTES

The following documentation must be provided when submitting Joint Minutes (JM) for payment purposes:

- 1.1. **Invoice with Bank Details;**
- 1.2. **Letter of Instruction:** A copy of the letter of instruction from the **Fund** to the **Service Provider** for preparing the JM).
- 1.3. **VRS Ticket:** The VRS ticket issued to the Service Provider for JM.
- 1.4. **Proof of Submission:** Confirmation showing the date when the JM was submitted to the **Fund**. The submission date must be clearly visible.
- 1.5. **Proof of Signature:** Documentation showing when the JM was signed with the other expert. Note that the JM must be submitted to the **Fund** within 10 days of being signed.
- 1.6. If the JM was delayed beyond the stipulated 10-day period, the Service Provider must provide a valid explanation in writing, along with supporting documentation, for the Fund's review.
- 1.7. Any additional supporting documentation that may be reasonably required by the Fund to verify compliance with the Service Provider Agreement.

#### 2. INVOICE REQUIREMENTS FOR MISSED APPOINTMENT

In the event of an Injured Person failing to attend a scheduled consultation, the **Service Provider** may issue an invoice for the missed appointment, subject to clause 4.8 above and the following conditions being met:

- 2.1 An invoice detailing the missed appointment must be submitted by the **Service Provider**.
- 2.2 A letter of appointment from the **Fund** to the **Service Provider**, specifying the appointment date, must be attached to the invoice.
- 2.3 A copy of the VRS ticket confirming the appointment, sent by the **Fund** to the **Service Provider**, must be provided as evidence.

- 2.4 **Written notification** from the Service Provider to the Fund confirming the claimant's failure to attend the scheduled appointment, submitted within **12 (twelve) hours** of the non-attendance notifying the **Fund** of the claimant's failure to attend the scheduled appointment must be submitted to the **Fund**.
- 2.5 The **Fund** reserves the right to review the validity of the claim for the missed appointment prior to processing any payment.

### **3. INVOICE REQUIREMENTS FOR PAYMENT AFTER FURTHER REFERRALS TO OTHER MEDICAL EXPERTS.**

- 3.1 Notwithstanding the provisions of Clause 4.7 of the Schedule above, for payment purposes, the Service Provider shall submit an invoice upon completion of any further referrals to other medical experts, accompanied by the following supporting documentation:
  - 3.1.1 Proof of the date, email, or screenshot indicating when the last medical expert's report was received.
  - 3.1.2 Proof that the request for report was made within ten (10) days of the appointment.
- 3.2 Failure to provide the required documentation may result in delayed or withheld payment.