national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

PARTICIPATION AGREEMENT

SUPPLY AND DELIVERY OF MOBILE COMMUNICATION SERVICES TO THE STATE FOR THE PERIOD 1 APRIL 2021 TO 31 MARCH 2026

Entered between

_____*(Name of Participant)*

Represented herein by _____ in his/her capacity as _____

(herein after referred to as "Participant")

with its principal place of business at

_____

_____

_____

and

_____ *(Name of Service Provider)*

Represented herein by _____ in his/her capacity as _____

(herein after referred to as "Service Provider")

With registration number _____

and with its principal place of business as

_____

_____

_____

Collectively referred to as the "Parties"

Table of Contents

RECITAL 3

1. DEFINITIONS AND INTERPRETATION 4

2. RELATIONSHIP BETWEEN THE PARTICIPATION AGREEMENT AND THE MASTER TRANSVERSAL AGREEMENT 4

3. COMMENCEMENT AND DURATION 5

4. MOBILE COMMUNICATION SERVICES 5

5. SERVICES AND SERVICE LEVELS 6

6. FEE PAYMENT 7

7. PARTICIPATION AGREEMENT IMPLEMENTATION DOCUMENTS 8

8 NOTICES AND DOMICILIUM 9

Annexure A: Master Transversal Agreement

Annexure B: Proposal *(for all Mobile Communication Services)*

Annexure C: Participant's Purchase Order *(for all Mobile Communication Services)*

Annexure D: Service Schedule *(for Value Add Services)*

Annexure E: Service Levels *(for Value Add Services in terms of Category 2)*

RECITAL

A. This Participation Agreement is concluded pursuant to the Master Transversal Agreement (MTA) signed between National Treasury and the Service Provider _____*(insert the name of the Service Provider)* resulting from bid number RT15-2021 for the supply and delivery of Mobile Communication Services.

B. The Master Transversal Agreement enables Participants that have consented to participate on the RT15-2021 by signing a Participation Letter to enter into Participation Agreements with Service Providers appointed by the Customer for the provision of supply and delivery of Mobile Communication Services.

C. All Participation Agreements, although individually separated from each other, shall form part of the Master Transversal Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 The interpretations set forth in the Master Transversal Agreement shall apply *mutatis mutandis* to this Participation Agreement.

1.2 Unless the context otherwise provides, any terms used in this Participation Agreement and for which no definition is provided in this Participation Agreement, shall bear the meaning ascribed thereto as defined in the Master Transversal Agreement (and cognate terms shall bear corresponding meanings). In addition, the following definitions shall apply to this Participation Agreement:

- **"Agreement"** means this Participation Agreement together with all its Annexures,
- "**Customer"** means the National Treasury, and
- **"MTA"** means the Master Transversal Agreement entered between the National Treasury and the Service Provider in terms of RT15-2021.

2. RELATIONSHIP BETWEEN THE PARTICIPATION AGREEMENT AND THE MASTER TRANSVERSAL AGREEMENT

2.1 The terms of the MTA are incorporated into this Agreement by reference as if set forth in full in this Agreement subject to any variations to the terms of the MTA as described in this Agreement. Save to the extent agreed upon to the contrary in this Agreement, the Parties to this Agreement shall be bound to the terms and conditions of the MTA. Any lawful modifications or amendments to the terms of the MTA, executed in accordance with the provisions of the MTA, shall also be applicable to this Agreement, without requiring any further amendment to be executed under this Agreement.

2.2 This Agreement may vary the terms and conditions of the MTA only in respect of the Products, Services with their Service Levels which are the subject matter of this Agreement. Notwithstanding the above, the Parties acknowledges that any amendment of this Agreement to the extent that it conflicts with the provisions, or the spirit of the MTA shall have the effect that this Agreement falls outside the application of the MTA and shall be deemed as such.

3. COMMENCEMENT AND DURATION

3.1 Notwithstanding the date of signature, this Agreement shall commence on the Connection Date of the first Subscription concluded in terms of this Agreement and shall endure until the termination or expiry of the MTA or the termination or expiry of the last Subscription concluded in terms of this Agreement whichever is the latest.

3.2 For the avoidance of doubt, each Subscription shall have its own commencement date and shall endure for the contracted/agreed Minimum Subscription Term, notwithstanding the expiration of this Agreement or the MTA.

3.3 The Participant may terminate this Agreement in line with the provisions of the MTA. Such termination shall be in consultation with the Customer. Termination of this Agreement shall result in termination of all Proposal and/or Service Schedules issued under this Agreement save that this Agreement will in terms of clause 4.2.2 of the MTA, continue to apply in full in respect of all Subscriptions and/or Service Schedules with fixed terms until all such fixed terms have elapsed or are terminated in terms of this Agreement.

3.4 The effect of terminating this Participation Agreement will be to terminate the ability of the Participant to enter subsequent Subscriptions and shall not carry any termination cost. Therefore, no additional Service Schedules or Subscriptions may be issued under this Agreement after it has lapsed or terminated as provided for in the MTA.

3.5 The termination of a Subscription or this Agreement prior to the expiry of the Minimum Subscription Term will attract, a Subsidy Recovery Charge payable by the Participant.

4. MOBILE COMMUNICATION SERVICES

4.1 The Service Provider shall supply and deliver the Products and/or Services as provided for in the MTA by entering into Proposals and/or Service Schedules with the Participant.

4.2 Nothing in this Agreement shall prevent the Participants from entering into separate Participation Agreements with other Service Providers as appointed by the Customer

under RT15-2021 nor shall anything prevent the Service Provider from concluding Participation Agreements with other Participants.

4.3 The Participant may receive and attach more than 1 (one) Proposals and/or Service Schedules under this Agreement. The Service Provider acknowledges that this Agreement (as provided for in the MTA) is on an “as and when required basis” at the sole discretion of the Participant. The Service Provider acknowledges further that the Participant cannot and shall not guarantee the number of Purchase Orders that the Participant will issue to it as this will depend on the Mobile Communication Services needs of the Participants as well as the performance of the Service Provider.

5. SERVICES AND SERVICE LEVELS

5.1 The Service Provider shall adhere to the Service Levels as contained in Annexure B of the MTA in its provisions of rendering Services for all Services especially for category 2 Value Add Services which is set out in Annexure E of this Agreement.

5.2 The Service Provider shall ensure all deliveries or dispatches are accompanied by a delivery note stating the official Purchase Order number against which the delivery has been affected.

5.3 The Service Provider shall deliver and/or render all Products and/or Services in line with all instructions or requirements appearing on a Proposal or Service Schedule and Purchase Order to a Participant.

5.4 The Service Provider shall bear responsibility for all reasonable costs occasioned by the return of deliveries that are not in line with the Proposal, Service Schedule, and Purchase Order.

6. FEE PAYMENT

6.1 The Service Provider shall, where issued with a Purchase Order, invoice the Participants for Products and/or Services rendered in terms of the provisions of the MTA.

6.2 Each invoice shall contain-

6.2.1 A description of Products and/or Services supplied or rendered,

6.2.2 Date of delivery,

6.2.3 Total cost for Products and/or Services to be supplied or rendered inclusive of all applicable taxes, and

6.2.4. Any such details as may be reasonably requested by the Participant from time to time.

6.3 The Service Provider shall verify that each invoice is complete and accurate and that it conforms to the requirements of this Agreement.

6.4 Participants shall pay all undisputed invoices within 30 (thirty) days of receipt of an invoice.

6.5 The Participant shall make all payments to the Service Provider's bank account as follows:

Account Holder :
Bank :
Type of account :
Account number :
Branch :

7. PARTICIPATION AGREEMENT IMPLEMENTATION DOCUMENTS

7.1 The following shall be the documents to be signed and attached to each Participation Agreement in relation to procurement of the Mobile Communication Services referred to in Category 1 of RT15-2021 (mobile voice minutes, SMS, uncapped data, and Mobile Devices):

7.1.1 Proposal signed by both the Service Provider and the Participant.
7.1.2 Purchase Order.

7.2 The following shall be the documents to be signed and attached to each Participation Agreement in relation to procurement of the Mobile Communication Services referred to in Category 2 of RT15-2021 (value-added services):

7.2.1 Proposal signed by both the Service Provider and the Participant,
7.2.2 Purchase Order,
7.2.3 Service Schedule, and
7.2.4 Service Levels.

7.3 The following shall be the documents to be signed and attached to each Participation Agreement in relation to procurement of the Mobile Communication Services referred to in Category 3 of RT15-2021 (accessories):

7.3.1 Proposal / Quotation signed by both the Service Provider and the Participant,
7.3.2 Purchase Order.

8 NOTICES AND DOMICILIUM

8.1 The Parties choose as their *domicilia citandi et executandi* for all notices, correspondence, and all purposes pursuant to this Agreement the following addresses:

(a) For the Participant

Physical address	Postal Address

(b) For the Service Provider

8.2 either Party may change its *domicilium citandi et executandi* by means of a written notice to the other Party, provided that such *domicilium* shall be an address within the Republic of South Africa.

8.3 Any notice in terms of this Agreement shall either be:

8.3.1 Delivered by hand to the physical address indicated in clause 8.1 during normal business hours of the recipient; or

8.3.2 Sent by prepaid registered post to the postal address indicated in clause 8.1.

8.4 A notice in terms of this Agreement shall, unless the contrary is proven, be duly delivered:

8.4.1 On the date of delivery, if delivered by hand; or

8.4.2 Seven (7) business days after the date it was posted, if sent by prepaid registered post.

8.5 Notwithstanding anything to the contrary contained or implied in the Agreement, the written notice or communication received by either Party, through the Parties' designated representatives in terms of this Agreement, including by way of facsimile

transmission or e-mail, shall be adequate written notice or communication to the Party concerned.

EXECUTION / SIGNATURES

IN WITNESS WHEREOF the Parties have executed this Agreement on the date of last signature herein under:

FOR THE PARTICIPANT

SIGNED AT _____ on this the ____day of _____ year_____

Signature _____

Name _____

Designation _____
(Duly authorised thereto)

Witness:

1. _____ _____
   Name & Surname Signature

2. _____ _____
   Name & Surname Signature

FOR THE SERVICE PROVIDER

SIGNED AT _____ on this the ____ day of _____ year_____

Signature _____

Name _____

Designation _____
(Duly authorised thereto)

Witness:

3. _____ _____
   Name & Surname Signature

4. _____ _____
   Name & Surname Signature