



National Student Financial Aid Scheme

SERVICE LEVEL AGREEMENT

Entered into between

THE NATIONAL STUDENT FINANCIAL AID SCHEME

Established in accordance with Section 3 (1) of the National Student Financial Aid Scheme Act 56 of 1999 and represented herein by the Chief Executive Officer, Mr. Andile Nongogo

("NSFAS")

And

NEW DAWN TECHNOLOGIES (PTY) LTD

Registration Number 2003/012053/07

("the Service Provider")



Christiaan Barnard Street, Cape Town City
Centre, Cape Town, 8000
Private Bag X1, Plumstead, Cape Town, 7801

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E: MawagaA@nsfas.org.za
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Board Members: Mr. Ernest Khosa - Chairperson | Mr. Andile Nongogo - Chief Executive Officer | Mr. Bamanye Matwane | Ms. Jullie Beya | Ms. Lindwe Matlali | Mr. Nceba Maxwell Fuzani | Ms. Pretty Makukule | Prof. Pumela Msweli | Ms. Reshma Mathura | Ms. Lisa Seftel | Mr. Melosi Baloyi | Mr. Sanele Zondi | Mr. Sibonelo Cyril Madiba | Mr. Yonke Twani

1. PREAMBLE

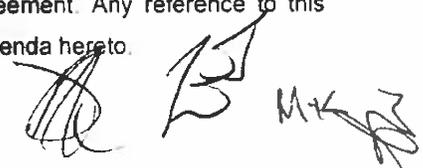
Whereas:

- 1.1. The Parties have agreed that **New Dawn Technologies (Pty) Ltd** the ("Service Provider") will assist NSFAS in the **PROVISION OF AN ONLINE STUDENT ACCOMMODATION SOLUTION (SCMN023/2021)** (the "Service").
- 1.2. The Parties hereby agree to act in good faith and to co-operate with each other to achieve the common goal of providing superior service to NSFAS.
- 1.3. The Parties agree to acquaint themselves with the terms and conditions of this Agreement and undertake to conform to the terms and conditions in every respect.
- 1.4. The Parties wish to record the terms and conditions of the relationship in writing.

Now therefore the Parties agree to the following:

2. INTERPRETATION

- 2.1. In this Agreement, and the annexures hereto:
 - 2.1.1. Clause headings are for convenience only and are not to be used in the interpretation of this Agreement.
 - 2.1.2. Unless the context indicates a contrary intention, an expression which refers to:
 - 2.1.2.1. gender refers to both genders;
 - 2.1.2.2. a person refers to both natural and juristic persons and vice versa; and
 - 2.1.2.3. the singular refers to the plural and vice versa.
- 2.2. If any definition referred to in Clause 3 below is a substantive provision conferring rights and/or imposing obligations on either or both parties, that definition shall be interpreted as a substantive provision of this Agreement.
- 2.3. Any reference to days shall be a reference to business days and shall exclude the first day and include the last day unless the last day is a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding business day.
- 2.4. Any reference to numbers shall be made in numbers and in words. If the numbers and words differ, the words shall prevail.
- 2.5. All defined words and expressions in this Agreement shall bear the same meanings in all annexures and addenda hereto.
- 2.6. All annexures and addenda to this Agreement form part of this Agreement. Any reference to this Agreement shall therefore also be a reference to all annexures and addenda hereto.

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- 2.7. Any reference to either Party shall be a reference to that Party's successors in title and permitted assigns.
- 2.8. Any reference to an enactment shall be a reference to that enactment and to any amendments thereto as of the date of signature of this Agreement.

3. DEFINITIONS

In this Agreement and all annexes and addenda hereto, the following expressions shall bear the meanings assigned to them hereunder unless otherwise indicated:

- 3.1. **"Agreement"** means this service level agreement and all annexures hereto;
- 3.2. **"Business Day"** means any day other than a Saturday, Sunday or public holiday within the meaning of the Public Holidays Act, 1994, in the Republic of South Africa;
- 3.3. **"Business Hours"** means from 08h00 to 17h00 on a Business Day;
- 3.4. **"Contract price / value"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations;
- 3.5. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- 3.6. **"Data"** means any data, including personal information as defined in the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002) and/or any equivalent legislation of the jurisdictions(s) where the obligations in terms of this Agreement are being provided and/or performed, supplied to Service provider by the NSFAS or Processed on behalf of the NSFAS by the Service Provider;
- 3.7. **"Data Protection Laws"** means:
 - 3.7.1. any statute, regulation, by-law, ordinance or subordinate legislation, including the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002) and the Protection of Personal Information Act, 2013 (Act No. 4 of 2013);
 - 3.7.2. any court order, judgment, or decree;
 - 3.7.3. any industry code, policy or standard enforceable by law; and
 - 3.7.4. any direction, policy, rule or order made or given by any regulatory body relating to the use and protection of data;
- 3.8. **"Data Subject"** means an identifiable or identified person who is the subject of Personal Information (including, where local laws and regulations treat data relating to legal entities as Personal Information, legal persons);
- 3.9. **"Delivery"** means delivery in compliance of the conditions of the contract or order;
- 3.10. **"Effective Date"** means the date that the solution goes live.
- 3.11. **"Fraudulent practice"** means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 3.12. **"GCC"** means the National Treasury General Conditions of Contract (July 2010) template signed by the Service Provider and submitted with its bid documents.



- 3.13. **"NSFAS Representative"** means **Executive Officer**.
- 3.14. **"NSFAS"** means the National Student Financial Aid Scheme, incorporated in accordance with section 3 (1) of the National Student Financial Aid Scheme Act 56 of 1999;
- 3.15. **"Party and Parties"** means NSFAS and the Service Provider;
- 3.16. **"Process"** has the meaning ascribed to it in Chapter 1 of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) as amended and "Processing" shall have a corresponding meaning;
- 3.17. **"Scope of Work/Implementation Schedule"** means the project specifications as set out in the RFP document outlining the activities, deliverables and times lines within which the Service Provider will provide services to NSFAS.
- 3.18. **"Service/s"** means the services as provided for in Clause 7 below;
- 3.19. **"Service Provider"** means **New Dawn Technologies (Pty) Ltd** (Registration number 2003/012053/07);
- 3.20. **"Service Provider Materials"** means any works and materials created, developed, written or prepared by the Service Provider, its employees or agents (whether in relation to, or as part of, this Agreement or otherwise) and any computer software programs, reports, studies, data, databases, diagrams, charts, specifications, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto, and specifically required by NSFAS in receiving the benefit of the Services;
- 3.21. **"Signature Date"** means the date of the last signing party;
- 3.22. **"Staff"** means any director, employee, agent, consultant, contractor or other representative of a Party involved in the provision or acquisition of the Services;
- 3.23. **"Term"** means the period commencing on the Effective Date and shall endure for a period of five (5) years
- 3.24. **"Termination Date"** means the date on which this Agreement will expire.
- 3.25. **"VAT"** means Value Added Tax as provided for in the Value Added Tax Act 89 of 1991, as amended.

4. APPOINTMENT

- 4.1. After the Service Provider's successful bid in relation to SCM023/2021 for the **PROVISION OF AN ONLINE STUDENT ACCOMMODATION SOLUTION (SCM023/2021)**, NSFAS hereby appoints you to render the Services, on the terms and conditions contained herein.
- 4.2. The Service Provider hereby accepts the appointment with effect from the Effective date.



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5. TERM

- 5.1. Notwithstanding the date of signature, this Agreement shall commence from the go live date of the solution (Effective date) and shall endure for a period of five (5) years unless extended in terms of this Agreement) months and
- 5.2. Should the NSFAS extend the term of this Agreement, this shall be communicated to the Service Provider in writing, 30 (thirty) days before the Termination Date.

6. NATURE OF THE CONTRACTUAL RELATIONSHIP

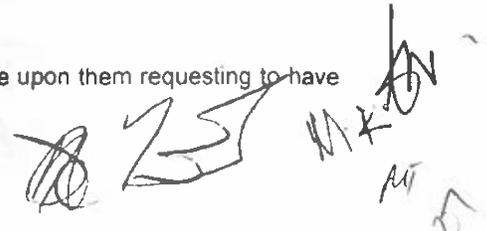
- 6.1. This Agreement shall not give rise to or be construed as giving rise to:
 - 6.1.1. an employer/employee relationship; nor
 - 6.1.2. a principle/agent relationship; nor
 - 6.1.3. a joint venture; nor
 - 6.1.4. an agreement of partnership; nor
 - 6.1.5. labour broking agreement.
- 6.2. Except as specifically recorded herein, neither Party shall have the right to represent the other, conclude any contract on behalf of the other, sign any document on behalf of the other, or in any way bind the other in any way to, inter alia, performance, variation, release or discharge of any obligation.

7. SERVICES AND SERVICE LEVELS

- 7.1 The Service Provider agrees to assist NSFAS with the **PROVISION OF AN ONLINE STUDENT ACCOMMODATION SOLUTION (SCMN023/2021)**. The services are detailed in the attached hereto and marked Annexure 1 hereto.

8. REVENUE GENERATION AND SHARING

- 8.1. For the Services to be provided by the Service Provider, the service provider will incur various costs which range from development, hosting and maintenance and support costs. The bid document indicated that: *"The costs incurred by the provider will not be payable by NSFAS initially as it must free, however the recoupment of these funds, together with any additional fee split percentage (to be agreed between NSFAS and the successful provider) will be based on the utilisation of the solution by the relevant parties (accommodation providers and students)".*
- 8.2. The contract will be for a period of five (5) years, from the date of go live. At the end of the five (5) years, the service provider agrees to hand over customised versions of the solution to NSFAS with all source code, at no cost to NSFAS, to use going forward at its unrestricted discretion. The service provider with existing private clients will continue to service their clients as normal.
- 8.3. A once off fee will be charged to the accommodation provider payable upon them requesting to have their premises accredited, according to the table below:



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No.	Description	Amount (per bed)
1.	One (1) to 20 beds	R200
2.	21 to 50 beds	R150
3.	51 to 100 beds	R125
4.	More than 100 beds	R100

- 8.4 The second fee that will be charged to the accommodation provider will be a monthly system license fee of five (5%) percent of their monthly revenue.
- 8.5 The monthly system license fee payable by the accommodation provider will be deducted automatically from the accommodation provider, and the revenue generated by the Service Provider will be split between the Service Provider and NSFAS on an 80/20 basis where 80% shall accrue to the Service Provider and 20% shall accrue to NSFAS.
- 8.6 The revenue generated from the accreditation fee payable by the accommodation provider upon them requesting their premises accredited, will be split between as 5% for the Service Provider, 15% for NSFAS and 80% for the accreditation provider.
- 8.7 The charges to the accommodation provider and the revenue generated and split can be negotiated further during the contract period, if it is agreed between all parties.

9. SERVICE PROVIDER'S UNDERTAKINGS

- 9.1. The Service Provider undertakes that it shall always:
- 9.1.1. possess and apply the required knowledge, skills and expertise necessary for the provision of the Services to NSFAS.
 - 9.1.2. provide Services of a high level with particular attention paid to professionalism, integrity, due care, skill, diligence, and good faith.
 - 9.1.3. adhere to the Financial Intelligence Centre Act 38 of 2001 ("FICA") and the Prevention of Organized Crime Act 121 of 1998; and
 - 9.1.4. ensure that the Services to be provided are in accordance with Clause 7 above.

10. SERVICE PROVIDER'S OBLIGATIONS

- 10.1. The Service Provider shall:
- 10.1.1. provide the Services to NSFAS as described in Clause 7 (read with Annexure 1).
 - 10.1.2. adhere to the terms and conditions as recorded in this Agreement;
 - 10.1.3. utilize suitably qualified, trained and competent persons to provide the Services to NSFAS in terms of this Agreement;
 - 10.1.4. at all times, be professional and respectful when interacting with NSFAS.

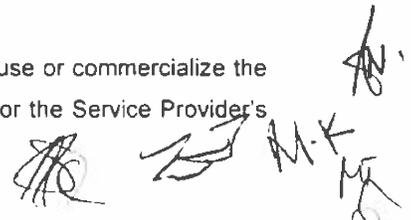
- 10.1.5. provide feedback and updates to NSFAS as and when requested to do so by the NSFAS Representative;
- 10.1.6. inform NSFAS of any actual or perceived conflict of interest related either directly or indirectly to this provision of the Services; and
- 10.1.7. Always provide a proper standard of work.

11. NSFAS's OBLIGATIONS

- 11.1. NSFAS shall fully brief and impart information required by the Service Provider when requested by the Service Provider in writing.
- 11.2. NSFAS shall ensure that any person, over whom it has direct control, performs his/her/its duties and functions as may be reasonably required by the Service Provider to enable the Service Provider to comply with its obligation to provide the Services in terms of this Agreement.
- 11.3. NSFAS shall pay all invoices timeously where applicable, failing which the Service Provider shall be entitled to suspend the provision of the Services until payment is duly made.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. All intellectual property rights owned by a Party prior to this Agreement shall remain the sole property of that Party.
- 12.2. Subject to clause 12.4 below NSFAS shall, on payment of all fees due and payable to the Service Provider, become the owner of the information, documents, programmes, advice and responses collected and compiled by the Service Provider in the execution of this Agreement, excluding Service Provider's pre-existing information, documents, programmes, copyright and other intellectual property rights in the product of the Services whether oral or tangible as well as ownership of its working papers which shall remain vested in the Service Provider.
- 12.3. Neither Party shall acquire any rights, title or interest of any kind in any intellectual property of the other Party, unless the provisions of clause 12.2 apply.
- 12.4. NSFAS acknowledges that in performing the Services, the Service Provider will utilize pre-existing proprietary methodologies, tools and know-how developed by, owned or licensed by the Service Provider, or any company within the Service Provider's group of companies ("Service Provider's Materials").
- 12.5. During the Agreement, the Service Provider may modify or improve the Service Provider's Materials, all of which modifications or improvements will be owned by the Service Provider or its licensors. If any of the Service Provider's Materials are incorporated into the Services, the Service Provider will notify NSFAS and hereby grants to NSFAS a perpetual, worldwide, royalty-free, irrevocable and non-exclusive license to: (i) use, execute, reproduce, display, perform, distribute, adapt, maintain, support and prepare derivative works of the Service Provider's Materials that are used in conjunction with the Services; and
- 12.6. The foregoing shall not in any way diminish the Service Provider's rights to use or commercialize the Service Provider's Materials in connection with any future projects or work for the Service Provider's



other customers which does not amount to a disclosure of Confidential Information in breach of this Agreement.

13. CONFIDENTIALITY

13.1. The following categories of information shall be regarded as "Confidential Information":

13.1.1. information relating to either party's business activities, business relationships, products, services, remuneration, customers and clients;

13.1.2. information contained in either party's software or documentation.

13.1.3. Intellectual Property;

13.1.4. technical, commercial, financial and market information, know-how and trade secrets; and

13.1.5. information which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the disclosing party or which is provided or disclosed in confidence.

13.2. Each party shall treat and hold as secret, confidential and in the strictest confidence all confidential information.

13.3. Each Party undertakes to use all confidential information for the performance of its obligations in terms of this Agreement only.

13.4. Under no circumstances shall either party disclose or communicate confidential information to any third party without the other Party's prior written consent.

13.5. The Parties shall restrict the dissemination of confidential information of the other to only those of its personnel who are actively involved in providing the Services in terms of this Agreement.

13.6. Neither Party shall copy confidential information unless and to the extent that such copying is necessary for the provision of the Services in terms of this Agreement.

13.7. Upon termination, cancellation or expiry of this Agreement each party shall, at the option of the other Party:

13.7.1. deliver to the other any of the latter's confidential information which it has in its possession at the relevant time; or

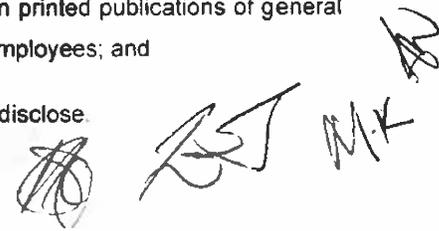
13.7.2. destroy all originals and copies of confidential information supplied to it.

13.8. Confidential information as defined in Clause 13.1 above shall not apply to:

13.8.1. information which, at the time of disclosure thereof to either Party, is already lawfully in the possession of that Party, free of restriction on disclosure and use thereof;

13.8.2. information which is or becomes generally available to the public in printed publications of general circulation through no act or omission of either Party or any of its employees; and

13.8.3. information which a Party is obliged by any law or legal process to disclose

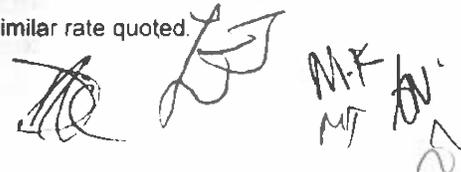
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- 13.9. Neither Party will use the name of the other in publicity releases or advertising, nor for other promotional purposes, without securing the prior written approval of the other Party.
- 13.10. The obligations created in terms of this Clause 13 shall remain valid and binding on the Parties for a period of 5 (five) years after termination, cancellation or expiry of this Agreement.

14. PERFORMANCE MANAGEMENT, TIMEFRAMES AND ESCALATIONS

14.1. The Service Provider / Resource(s) shall

- 14.1.1. Acknowledge all written instructions received from the NSFAS Representative or authorised NSFAS employee(s), provided that the request to perform the service is within the approved Scope of Work and contract pricing. This acknowledgement will take the form of an email within 24 (twenty-four) hours of receiving such assignment / instruction or communication from the NSFAS Representative.
- 14.1.2. Follow up and confirm the assignment / instruction received from the NSFAS Representative in writing as soon as reasonably possible after receiving the email assignment / instruction.
- 14.1.3. Attend weekly / bi-weekly / monthly or quarterly briefing sessions with the NSFAS Representative, as and when required, to update each other on progress made in meeting the required Scope of Work.
- 14.1.4. NSFAS reserves the right to and shall exercise its reasonable discretion in deciding whether the assigned Service Provider and / or selected consultant or resource should cease its, his or her duties with immediate effect if it becomes apparent that the Service Provider is incapable of performing the deliverables as per the agreed Scope of Work and within the contract pricing, or in situations of non – performance.
- 14.1.5. If NSFAS is dissatisfied with the level skill and the quality of the Service Provider / Resource(s) performance, NSFAS shall immediately notify the Service Provider with a detailed complaint in writing, setting out the cause, nature, and other considerations for such complaint. NSFAS shall allow the Service Provider 7 (seven) days to respond to the complaint in writing.
- 14.1.6. The Service Provider's standard of work shall be continuously monitored and evaluated by the NSFAS Representative / End User as well as the NSFAS Supply Chain Department. Should the quality of work or service standards decline or deteriorate at any point during the contract period, NSFAS shall, in its reasonable discretion and upon providing the Service Provider with written reasons referred to in clause 14.1.5 above, exercise its right to cancel the contract with immediate effect.
- 14.1.7. NSFAS shall direct written correspondence to the Service Provider advising them of NSFAS' decision to cancel the services of the Service Provider / Resource(s) concerned and shall inform the Service Provider of the reasons for such cancellation request.
- 14.1.8. The Service Provider shall not be liable to the NSFAS for any delay or failure to render the Services either at all or in a timely manner by the Resource, where such delay or failure is attributable to a breach of this Agreement or delay by the NSFAS in performing its obligations in terms of this Agreement or unforeseen event.
- 14.1.9. Should an alternate Resource(s) be required from the Service Provider, such a request shall be communicated to the Service Provider in writing and the Service Provider will ensure that it replaces the Resource(s) within 24 (twenty – four) hours and at the same or similar rate quoted.



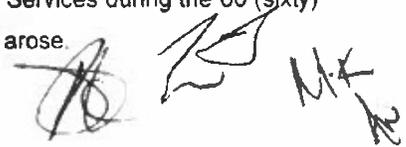
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15. DATA PROTECTION

- 15.1. The Parties acknowledge and agree that all Data provided by the NSFAS to the Service Provider, or to which the Service Provider may be exposed, shall constitute Confidential Information.
- 15.2. The Service Provider hereby represents and undertakes in favour of the NSFAS that it shall always strictly comply with all applicable Data Protection Laws which may be in force from time to time.
- 15.3. The Service Provider hereby represents and undertakes that it shall not, at any time Process Data for any purpose other than with the express prior written consent of the NSFAS, and to the extent necessary to provide the Services.
- 15.4. The Service Provider further represents and undertakes that it shall ensure that all its systems and operations which it uses to provide the Services including all systems on which Data is Processed as part of providing the Services, shall at all times be of a minimum standard required by all applicable Data Protection Laws.
- 15.5. The Service Provider shall take appropriate and reasonable technical and organisational measures to prevent the loss of, damage to or unauthorised destruction of Data and the unlawful access to or Processing of Data. The measures always taken must be of a minimum standard required by all applicable Data Protection Laws.
- 15.6. The Service Provider shall take reasonable steps to identify all reasonably foreseeable internal and external risks posed to Data under the Service Provider's possession or control and establish and maintain appropriate safeguards against any risks identified. The Service Provider shall notify the NSFAS of any security compromises or suspected security compromises of which it becomes aware or suspects, immediately on becoming so aware or forming such a suspicion.

16. INDEMNITIES AND LIMITATION OF LIABILITY

- 16.1. The Service Provider unconditionally and irrevocably indemnifies NSFAS, its employees and representatives, and holds them harmless against any costs and/or expenses which NSFAS may incur in relation to any claim by any third party as a result of any wilful or negligent act by the Service Provider in the provision of the Services.
- 16.2. The Service Provider post notification by NSFAS in terms of this clause 16.2 will take control of the defence and investigation of such claim and to employ and engage attorneys of its choice, that are reasonably satisfactory to NSFAS, to handle and defend same, at the Service Providers cost and expense.
- 16.3. No settlement of a claim shall be entered into by the Service Provider without the prior written consent of NSFAS, which consent may be withheld in NSFAS' reasonable discretion. In no event shall an adverse judgment be entered against NSFAS as part of a settlement without its express prior written consent.
- 16.4. Notwithstanding anything to the contrary contained in this Agreement, under no circumstances whatsoever shall Service Provider's liability for losses/damages arising directly or indirectly out of or in connection with this Agreement (whether arising under contract, delict or otherwise) in respect of any claim or series of claims arising from the same cause of action, exceed an aggregate maximum amount equivalent to the amount paid by NSFAS to the Service Provider for the Services during the 60 (sixty) day period immediately preceding the date on which the cause of action arose.



- 16.5. Under no circumstances will either Party be liable for incidental, consequential, special, or indirect damages including but not limited to loss of profits or savings whether sustained by the other Party or by third parties, and whether either Party was advised of the possibility of such damage. Limitation of liability is 1 x professional fees. Damages is limited to a maximum of 1 x professional fees.
- 16.6. Each Party must use all reasonable endeavours to mitigate its loss, damages and expenses arising under and in connection with a breach of this Agreement, or in delict (including negligence), or for any other common law or statutory cause of action arising under or in connection this Agreement.

17. BREACH

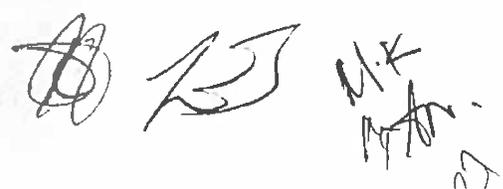
17.1. Should either Party commit a breach of this Agreement ("**the Defaulting Party**") and fail to remedy such breach within 20 (twenty) business days after receiving written demand from the other Party ("**the Aggrieved Party**"), then the aggrieved Party will be entitled, without prejudice to any other rights it may have in law or under this Agreement, cancel the agreement upon issuing the Defaulting Party 20 (twenty) Business Days written notice of its decision to cancel, including the right to recover damages and or revert to the *status quo ante* in the following circumstances:

- 17.1.1. claim specific performance;
 - 17.1.2. right to cancel for non – performance or unsatisfactory performance of the whole or part of the agreement within the allocated timeframe and contract value;
 - 17.1.3. where the obligations or service levels are not met, as stipulated in the provisions of clause 14 above;
 - 17.1.4. refusal by the Defaulting Party to perform the terms, obligations / service levels as a whole; and
 - 17.1.5. terminate this Agreement or the Services to which such breach relates, such termination will be effective immediately upon receipt by the Defaulting Party of written notice to that effect.
- 17.2. The Parties agree that should the Service Provider fail to complete the Scope of Work within the allocated contract period / timeframe and within the agreed estimated costs, the NSFAS, in its reasonable discretion and upon issuing written notice to the Service Provider, shall be entitled to exercise its right to terminate / cancel the Agreement.
- 17.3. The Parties agree that any costs awarded will be recoverable on an attorney-and-own client scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the High Court tariff, determined on an attorney-and-client scale.

18. EVENTS OF DEFAULT

18.1. In the event of a Party committing an event of default, the non-defaulting Party shall have the right to terminate this Agreement subject to providing the defaulting Party with 20 (twenty) Business Days after receiving written notice. The following shall be regarded as events of default:

- 18.1.1. if a Party becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation whether provisional or final;
- 18.1.2. if a Party commits a breach as highlighted under clause 14 and 17 above;
- 18.1.3. if a Party adopts a resolution for the voluntary winding up of the Service Provider, save for purposes of reconstruction or amalgamation;
- 18.1.4. if a Party is placed under business rescue;

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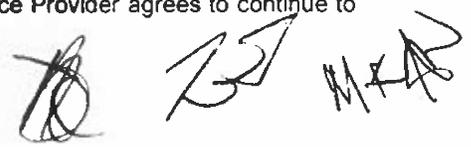
- 18.1.5. if a Party makes an assignment for the benefit of all its creditors;
- 18.1.6. if a Party enters into an agreement for the composition, extension, or readjustment of substantially all its obligations.
- 18.1.7. if a Party defaults under any agreement for the payment of money, where the creditor becomes entitled to obtain judgement against that Party as a result of such default continuing;
- 18.1.8. if a Party commits an act which would have been an act of insolvency under the Insolvency Act 24 of 1936 had it been committed by a natural person; and
- 18.1.9. if a Party wilfully conceals material information which it is legally obliged to supply to the other.

19. NON-SOLICITATION

- 19.1. Each Party acknowledges that the other has invested substantial time and expense in recruiting, hiring, training and retaining its personnel. Neither Party shall, during or within 12 (twelve) months after expiration or termination of this Agreement, solicit for employment, directly or indirectly, any person who was a member of the other Party's personnel during the term of this Agreement and who was directly involved with any activity relating to this Agreement, without the prior written consent of the other Party.
- 19.2. Any Party breaching this provision shall be liable to pay the other Party, at its election, a penalty in an amount equivalent to the then-current gross annual package on a 'total cost to company' basis to which such member of personnel was entitled and/or which were made on behalf of or to the direct or indirect benefit of such member of personnel during his/her employment immediately prior to termination thereof.

20. DISPUTE RESOLUTION

- 20.1. Any dispute which may arise shall be referred to a joint committee of a director/member of Service Provider and the NSFAS Representative at NSFAS ("the joint committee"), who will use their best endeavours to resolve the dispute within 14 (fourteen) business days of the dispute having been referred to them.
- 20.2. Should the joint committee be unable to resolve a dispute as per clause 20.1 above, such dispute shall be referred to arbitration to be resolved in accordance with the Rules of the Arbitration Foundation of South Africa by 1 (one) suitably qualified arbitrator who shall be appointed by the Foundation.
- 20.3. Failing the resolution of the dispute as envisaged in Clause 20.1 above, either Party may demand that a dispute be referred to arbitration by giving written notice to that effect to the other Party in accordance with the provisions of Clause 20.2 above. This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator nor Service Provider from claiming payment of amounts due and payable from NSFAS
- 20.4. Terms applicable to arbitration:
 - 20.4.1. During any periods pending the outcome of arbitration, the Service Provider agrees to continue to provide the services;
 - 20.4.2. The arbitration referred to in Clause 20.2 shall be held:



20.4.2.1. In Cape Town;

20.4.2.2. In English;

20.4.2.3. Immediately and with a view to it being completed as soon as possible after it is demanded.

20.5. The Parties irrevocably agree that the decision in arbitration proceedings:

20.5.1. Shall be final and binding upon the Parties;

20.5.2. Shall be carried into effect; and

20.5.3. May be made an order of any court of competent jurisdiction.

21. TERMINATION

21.1. This Agreement may be terminated:

21.1.1. in accordance with Clauses 5.1 above;

21.1.2. in accordance with Clauses 14 above;

21.1.2. in accordance with Clause 17.1 to 17.2 above; and/or

21.1.3. in accordance with Clause 18 above.

21.2. The Agreement may be terminated if NSFAS, in exercising its reasonable discretion, releases the Service Provider due to a conflict of interest;

21.3. Termination of this Agreement by either Party shall be without prejudice;

21.4. Termination of this Agreement by either Party shall not deprive either Party of any rights that exist at the time of termination, notwithstanding that the damages shall only have arisen due to termination in terms of this Clause; and

21.5. On termination of this Agreement for any reason, all amounts due and payable, including unamortised expenses and reasonable costs incurred as a consequence of the termination, to the Service Provider for Services rendered prior to termination shall become due and payable even if they have not been invoiced. Such amounts may not be withheld for any reason;

21.6. Upon termination, cancellation or expiry of this Agreement:

21.6.1. The provision of all Services shall forthwith cease; and

21.6.2. Each Party will deliver to the other party, or at the other party's option destroy, and procure the delivery of or destruction by sub-contractors, of all originals and copies of confidential information and proprietary materials in its or their possession or under its or their control;

21.7. Termination of this Agreement shall not affect the enforceability of the provisions which are intended to operate after such expiry or termination.

22. FORCE MAJEURE

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- 22.1. If either Party is unable to carry out any obligation under this Agreement, wholly or in part, due to a unforeseeable circumstances that prevent either party from fulfilling the terms of this Agreement, including amongst others strikes, Acts of God such as tornadoes, earthquakes, war, riots, hurricanes, lightning, explosions, and including a lockdown emanating from COVID-19 pandemic or any similar future pandemic),, such Party shall within 24 (twenty four) hours of the occurrence of such force majeure give notice thereof in writing to the other Party with full particulars thereof and insofar as known, the probable extent to which it will be unable to perform or be delayed in performing such obligation arising out of the terms and conditions of this Agreement, whereupon such obligation(s) of the Party giving the notice shall be suspended for the duration of such force majeure.
- 22.2. The Party giving the notice shall employ all possible diligence to remedy the impact of the force majeure.
- 22.3. The requirement that the impact of any force majeure shall be remedied with all possible diligence shall not require the settlement of strikers, lockouts or other difficulties by the Party concerned on terms contrary to its legal requirements. The handling of all such difficulties shall be entirely within the discretion of the Party concerned.
- 22.4. Should the force majeure event continue for more than 90 (ninety) days then either Party shall be entitled to terminate this Agreement. No Party will have any claim against the other in respect of the termination of this Agreement as a result of a force majeure event.
- 22.5. Notwithstanding Clause 22.4 above, both Parties will be required to perform all Services or payments which had accrued prior to the date of the occurrence of the force majeure. Should the performance by the Service Provider not be possible due to the impact of the force majeure, the non-performance shall be set-off against any amount payable to the Service Provider for that aspect of the Service.

23. SUB-CONTRACTING

The Service Provider may not sub-contract any part of the service and / or its obligations under this Agreement to a third party, unless agreed to by NSFAS in writing. The Service Provider remains solely liable for the performance of the services and the successful completion of the Scope of Work in terms of this Agreement.

24. NOTICES AND DOMICILIUM

- 24.1. Each Party chooses the addresses set out below as its address to which any written notice in connection with this Agreement may be addressed.

24.1.1. National Student Financial Aid Scheme

Physical Address: 4 Christiaan Barnard Street, Cape Town City Centre, Cape Town, 8001

Telephone No 021 763 3200

Attention: EXECUTIVE OFFICER

24.1.2. New Dawn Technologies (Pty) Ltd

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Registration Number: 2003/012053/07

Physical Address: Unit 6, Tuscan Gardens Office Park, Midrand, 1686

Telephone No: 010 221 1341

Attention: Elijah Mahlangu, elijahm@ndt.co.za

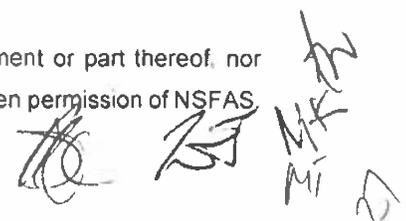
- 24.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing. Such notice or communication may be sent Per Hand / courier and/or electronic communication (email) to the receiving Party's physical address as set out above.
- 24.3. Any notice delivered to a Party must be sent Per Hand or electronic communication (email) to the addressee's chosen physical address or email address as is applicable. For notices sent via electronic communications will be regarded as having been sent by the originator when it enters an information system outside the control of the originator and must be regarded as having been received by the addressee when the complete data message enters an information system designated or used for that purpose by the addressee and is capable of being retrieved and processed by the addressee.
- 24.4. Any notice delivered by hand shall be delivered to a responsible person during ordinary business hours at its chosen address and shall be deemed to have been received on the day of delivery unless the contrary is proved.
- 24.5. Notwithstanding anything to the contrary herein contained, a written notice or communication received by a Party shall be adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address.
- 24.6. Each of the Parties chooses its physical address referred to in Clause 24.1 above as its domicilium citandi et executandi at which documents in legal proceedings in connection with this Agreement may be served.
- 24.7. Any Party may by written notice to the other Party change its domicilium, from time to time, to another physical address in the Republic of South Africa, provided that any such change shall only be effective on the 14th (fourteenth) day after deemed receipt of the notice by the other Party.

25. VARIATION OF THIS AGREEMENT

No variation of, addition to, consensual cancellation or novation of this Agreement or any term or condition of this Agreement including Clause 26, and no waiver by either Party of any such Party's rights hereunder shall be of any force or effect unless reduced to writing and signed by the Parties or their authorized agents.

26. ASSIGNMENT, CESSION AND DELEGATION

- 26.1. The Service Provider will not assign, cede, transfer or abandon this Agreement or part thereof, nor delegate any of its obligations in terms of this Agreement, without the prior written permission of NSFAS.

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26.2. The Service Provider may not cede any money due or which may become due in terms of this Agreement to any other person or entity.

27. SEVERABILITY

If any provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be deemed to be deleted from this Agreement, while the remaining provisions of this Agreement will be unaffected and continue in full force and effect.

28. CONFLICT OF INTEREST

28.1. The payment to the Service Provider under this Agreement shall constitute the Service Provider's sole payment in connection with the Agreement, for the supply of Services.

28.2. All unlawful conduct, including corruption, extortion and embezzlement is prohibited. The Service Provider shall not pay or accept bribes or participate in other illegal inducements in business or government relationships. The Service Provider shall conduct its business consistent with fair and vigorous competition and in compliance with all applicable competition and anti-corruption laws. The Service Provider shall employ fair business practices, including accurate and truthful advertising.

28.4. The Service Provider must respect those human rights that are within its sphere of influence and must abide with all applicable laws.

29. WAIVER

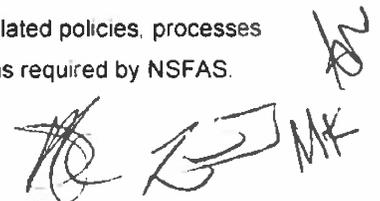
29.1. No amendment or consensual cancellation of this Agreement or any provision or term thereof, (including this clause 29.1.) and no settlement of any disputes arising under this Agreement and no extension of time, waiver, relaxation or suspension of any of the provisions or terms of this Agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver, relaxation or suspension which is so given or made shall be strictly construed as relating to the matter in respect whereof it was made or given.

29.2. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

30. INFORMATION SECURITY ASSESSMENT

30.1. The Service Provider hereby consents to NSFAS authorized staff or third-party providers conducting vulnerability assessments and penetration tests on infrastructure or systems used by the Service Provider directly or indirectly. These activities may involve the testing of people, processes and/or technology controls, regulatory or compliance requirements to determine the level of resilience of the Service Provider's system before the availability of its services is compromised.

30.2. The Service Provider will be responsible for amending Information Security related policies, processes and controls and shall, where necessary, applying security fixes to solutions as required by NSFAS.

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- 30.3. The domains to be covered by NSFAS in the event of NSFAS wishing to conduct the required Information Security Assessment shall include:
 - 30.3.1. Network Penetration Test;
 - 30.3.2. Web Application Penetration Test;
 - 30.3.3. Wireless Network Penetration Test;
 - 30.3.4. Physical Penetration Test; and
 - 30.3.5. Social Engineering.
- 30.4. Any reluctance on the part of the Service Provider to comply with this requirement shall constitute a Breach of this Agreement for non-compliance to the testing or resolution of any ICT and / or Information Security issues identified by NSFAS.
- 30.5. NSFAS reserves the right to conduct any vulnerability testing at any time, either before or during the commencement of this Agreement, and in no way removes the onus or responsibility of the Service Provider to ensure that its systems are secure.

31. RIGHT TO AUDIT / INSPECT DOCUMENTATION

- 31.1. The Service Provider grants NSFAS permission and undertakes to allow NSFAS or its duly authorised representatives to inspect documentation, books or accounts relating to its obligations in fulfilling the terms and conditions of this Agreement in general, within 3 (three) days and in accordance with the relevant prescripts, and to authorise NSFAS or its duly authorised representatives to make copies of such documentation, books or accounts in order to ensure that this Agreement is being duly complied with.
- 31.2. In the fulfilment of its obligations under this Agreement, the Service Provider hereby provides written assurance in terms of Section 38 (1) (a) (i), (ii) and (iii) of the Public Finance Management Act no 1 of 1999 (PFMA) that it has implemented effective, efficient and transparent systems of financial and risk management and internal control systems, and that it shall comply with all the applicable provisions of the PFMA insofar as it relates to this Agreement.
- 31.3. The Service Provider shall keep and maintain proper financial records and accounts for the duration of the Agreement period, starting from the effective date up to 5 (five) years after the Agreement has expired / terminated or cancelled, for the purpose of verifying costs incurred.

32. COMPLIANCE WITH SECTION 3B OF THE PROTECTED DISCLOSURES ACT

- 32.1. Notwithstanding anything to the contrary in this Agreement, both Parties shall be responsible for full compliance with the Protected Disclosures Act no 26 of 2000 and both Parties hereby indemnifies each other in respect of any and all losses or damage suffered as a result of any claims that may arise from whomsoever, of whatsoever nature, and howsoever arising, in relation to the Protected Disclosures Act.
- 32.2. NSFAS acknowledges that the Service being rendered by the Service Provider in relation to whistle blowers by internal NSFAS staff or stakeholders is an anonymous service and that the Service Provider has no obligations in relation to section 3B(1)(b) of the Protected Disclosures Act.



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32.3. NSFAS shall ensure that it has an internal procedure in place to deal with its obligations in terms of section 3B(1)(b) referred to in clause 32.2 above, of the Protected Disclosures Act and shall make such procedures known to its employees.

33. APPLICABLE LAW AND JURISDICTION

Subject to Clause 21 above, the Parties agree to refer any dispute arising from this Agreement to the non-exclusive jurisdiction of the Western Cape High Court, Cape Town.

34. ENTIRE AGREEMENT

The RFP, the Service Providers bid and annexures thereto, the award letter and this Agreement and annexures represent the entire agreement between the Service Provider and NSFAS, cancelling and taking the place of all prior oral, written or implied Agreements between them, with respect to the Services.

35. COSTS

All costs, charges and expenses of every nature whatsoever which may be incurred by any party in enforcing its rights in terms of this Agreement, including without limiting the generality of the foregoing, legal costs on the scale as between attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from the Party against which such rights are successfully enforced.

36. FRAUD AND CORRUPTION

36.1. All Service Providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable. The National Student Financial Aid Scheme (NSFAS) is committed to conducting business ethically and is constantly introducing proactive measures to ensure that we identify and appropriately respond to any unlawful and unethical business practices.

36.2. All NSFAS tenders are subject to certain audit processes and limited due diligence checks with the intend to identify any possible unlawful or unethical practices.

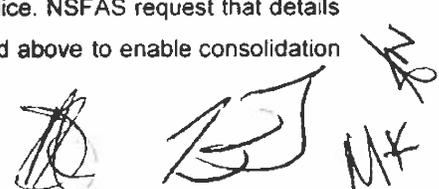
36.3. Reporting of any unlawful or unethical incidents to NSFAS: Should any bidder, potential or current supplier of NSFAS or any other third party:

36.3.1. receive any irregular contact or correspondence from anyone presenting themselves as an employee or representative of NSFAS,

36.4. **Please forward any information or direct any queries to the following NSFAS FORENSIC UNIT:**

36.4.1. Forensics@nsfas.org.za

36.5. Reporting of any unlawful or unethical incidents to the South African Police: Bidders, current or potential NSFAS suppliers or any other third party who become aware of any unlawful and unethical conduct are encouraged to report the matter to the South African Police. NSFAS request that details of such reports made to the SAP be shared with NSFAS official listed above to enable consolidation of possible related investigations.

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37. COUNTERPARTS

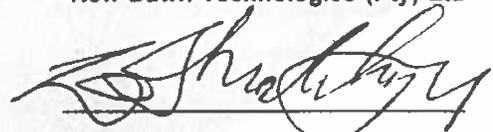
This Agreement may be signed in counterparts and the copies signed in counterpart shall constitute the Agreement. This shall include faxed and/or scanned copies of this document. Each Party hereto hereby waives any right which it may have to dispute the validity or enforceability of this Agreement by virtue of its failure to either initial each page of this Agreement and/or have its signatory's signature verified by a witness.

Signed electronically at MIDRAND on this 22nd day of FEBRUARY 2022



For:

New Dawn Technologies (Pty) Ltd



who warrants that he / she is duly
authorised hereto

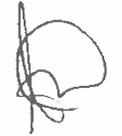
Witness Name: Nthabiseng Khuluse

Signature: 

Witness Name: Mary Kekana

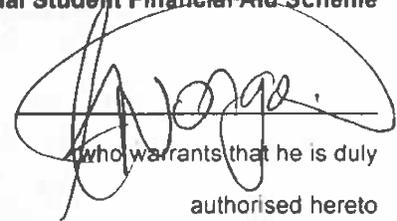
Signature: 

Signed electronically at CAPE TOWN on this 27 day of FEBRUARY 2022 3



For:

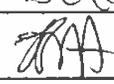
National Student Financial-Aid Scheme



who warrants that he is duly
authorised hereto

Witness Name: Mxolisi Tshela



Signature: 
 Witness Name: Z. Tsetsura
 Signature: 

ANNEXURE 1

SERVICES AND SERVICE LEVELS

Accommodation Providers

Functional Requirement(s)
1. Accommodation Providers (AP) must be able to apply online for their accommodation to be graded and accredited by NSFAS for students studying at institutions of higher learning.
2. APs must be able to view the status of their grading and accreditation application online.
3. If their application is rejected the AP must be able to appeal by providing more information that may assist to reverse the rejection.
4. If the facility is upgraded, the AP must be able to apply for regrading.
5. APs must be able to receive, and action any requests for additional information from NSFAS regarding their application.
6. APs must be able to view students' applications that are pending and be able to approve/reject such.
7. APs must be able for view the status of an NSFAS Bursary applicant on the portal. As the application for funding is processed by NSFAS, the updated status and communication must show on the accommodation portal.
8. APs must be able view all students that have been funded by NSFAS and other funders and place them accordingly – preferable as first-come-first serve.
9. APs must be able to validate proof of registration by the student at an institution of higher learning before submitting a claim for accommodation to NSFAS.
10. APs must be able to respond to students queries on the portal.
11. Upon approval of the student application, the system must generate a lease agreement with student information populated. The AP and the student must be able to sign the lease agreement online.
12. Must be able to monitor and customise reports including (a) Financial reports based on occupancy. (b) Payment Reports based on NSFAS payments. (c) Outstanding payments for each student account (d) Student Statements from NSFAS disbursement and payment systems.

 MK

13. An AP must be able to upload supporting information including access logs, etc. The platform must be integrated with any access control system on the facility.

Students

The students facing functions must be integrated into the existing/new NSFAS portal which is a one-stop platform for all students' related activities within NSFAS.

Functional Requirement(s)
1. The student must be able to apply for accommodation by completing an application online and providing all required supporting documentation.
2. Indicate the institution they are applying to study at. All available accommodations must be visible based on the institution.
3. Create a login account securely and have access to all available accommodations based on the institution where they are applying to study or where they are studying. NB: The student authentication and sign-on must be centrally managed through the current student portal.
4. The student must be able to view the status of their application on the NSFAS Student portal when it is being processed by the AP.
5. The student must be able to upload confirmation of registration on the NSFAS portal as a confirmation that they have been registered at the institution. The system must notify the AP that the student has uploaded proof of registration.
6. The students must also be able to send queries to AP and view the status of their queries on the portal.
7. The students must be able to submit their evaluation annually where they stayed. The scores will be used as one of the inputs into the grading formula.
8. The system must generate and make Lease Agreements available to students to sign online upon approval of accommodation by AP. The lease must be made available on the NSFAS student portal. The agreement must include: <ul style="list-style-type: none"> ▪ Name of student ▪ Id number ▪ Name of AP ▪ General Conditions of the lease Agreement

NSFAS

Functional Requirement(s)
1. NSFAS teams must be able to view, grade and approve/reject an application from an AP and provide reasons if rejected. The grading criteria must be defined and implemented in the system and applied as a standard across all applications.

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<p>2. NSFAS must be able to issue grading and accreditation certificate / certificate of good standing to APs that have been approved. The certificate must include</p> <ul style="list-style-type: none"> • Name of the AP • Address of the Accommodation • Grade of the Accommodation • Validity period of the Accreditation and Grading. • Company registration number, if a (Pty) Ltd or CC
<p>3. NSFAS must be able to review and action APs appeals.</p>
<p>4. NSFAS must be able to view students queries to any APs and ratings at the end of the year. The ratings must be used as an input to the Grading rules.</p>
<p>5. Maintain all APs records in compliance with the South African legislation related to information privacy and confidentiality.</p>
<p>6. Receive confirmation that the student and AP have both signed the lease agreement.</p>
<p>7. Upon confirmation that the student is registered at an institution, and the lease agreement has been signed by both the student and the AP, disburse monthly allowance instalments towards the students' accommodation in line with the lease contract.</p>

Institutions

All institutions of higher learning are also regarded as accommodation providers. Therefore, the requirements stipulated under section accommodation providers apply to them also. The requirements below are unique requirements additional to the ones under accommodation providers.

<p>Functional Requirement(s)</p>
<p>1. Institutions must be able to load registration data to claim for the student and to confirm that students are registered.</p>
<p>2. Institutions must be able to view available rooms at APs linked to the institution and assist students to complete an application for residence. Institutions must also be able to upload bulk applications for students.</p>
<p>3. Maintain a financial management system which is suitable in all respects to account for, manage and secure the Institution cost portion of the students' accommodation.</p>

Integration with NSFAS Processes & Systems

<p>Functional Requirement(s)</p>
<p>1. NSFAS Funding Engine: The list of approved students by different funders and applicable accommodation allowance conditions will be made available to the AP. NB: AP may use the "Funded List" to allocated rooms to students.</p>

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2. **NSFAS Student Allowance Calculator:** The portal must be integrated into the existing Student Calculator for the direct payment of allowances to the AP. 3rd party integration available via rest API messaging queue and distributed event streaming platform
 NB: Upon confirmation that the student has been registered and the lease agreement has been signed by both parties, the student calculator must disburse allowances directly to the APs

Technical Requirements

Technical requirements
1. Open Web Application Security Project (OWASP) standards apply Software/systems built with these in mind, authentication and authorization, role-based access control, security configuration, secure APIs, secure deserialization, logging & monitoring, audit trail and no usage of components with known vulnerabilities. Our preferred language is java and any other open source related technologies would be preferred
2. The system should be in line with best practice in terms of business continuity and disaster recovery.
3. The system should be hosted, with NSFAS having full access and ownership to this system with the ability to choose its hosting option.
4. The solution must be able to be integrated seamlessly with core orchestration systems within NSFAS. Using 3rd party integration such as rest API, messaging queue and distributed event streaming platform
5. In a case where there is customised development for NSFAS, the IP will be owned by NSFAS with unrestricted access thereto.
6. The solution must provide a multi-functional mobile communication platform that allows NSFAS to effectively manage its relationships with the students (e.g., perform live chats, and content generation for a knowledge portal (FAQ bot), etc.)
7. The system must have a configurable business rule engine which will make it easy for NSFAS to change a business rule in one place and make it available to all business processes which make use of that rule.
8. The system must be supported under common Internet Browsers and compatible with Mobile devices.
9. Any changes to data must have an audit trail which shows when the data was changed, by who, and what they data was before being changed. The system must have an audit trail of all interaction or actions performed by all users
10. Configuration changes to data parameters must be enabled via a user interfaces, e.g. changing of maximum allowance for a funding period, etc.
11. The system must easily integrate with other NSFAS systems including the system that disburses allowances to students and other payment systems.

Cybersecurity Requirements

Cyber security requirements
1. Access to underlying databases must be very limited and/or need to be prevented and all reports must be generated through the system. No SQL scripting. The service provider must implement controls to ensure that data is never tampered with. For example, encrypt all or some of the databases/ tables.
2. Audit trails – insert, update, and delete must be logged and all logs must be available for a minimum of five years. Therefore, a storage and archiving capability with the ability for reports against these logs must be maintained.
3. This solution must have a proper identity and access management capabilities. It must implement role- based access with the ability to manage access on a granular level if required. Access reports and the ability to manage access to the system must be enable ease.
4. The security module must manage institution access, student access and NSFAS access. In other words, external users and internal users.
5. Adhere to industry best practice and standards. (a) Identify applicable certifications. (b) Identify applicable standards and frameworks. (c) Include applicable best practice and standards in the design documentation.
6. Least privilege access rights for users, accounts and computing processes to only those resources absolutely required to perform routine, legitimate activities. (a) Access control methodology e.g. RBAC. (b) Session and user account controls, AD integrations, session timeout, etc. (c) Controls to ensure the security of service accounts used for system to system integration and authentication.
7. Development and testing environments must not share the same computing environments, domains and directories. Users should use different user profiles for operational and testing systems.

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Cyber security requirements	
8.	<p>Users should use different user profiles for operational and testing systems</p> <ul style="list-style-type: none"> (a) Reporting data and system access and use. (b) Authenticate security and operational actions. (c) Linking all access to system components to each individual user. (d) Changes to identification and authentication mechanisms and the creation of new accounts and elevation of privileges. (e) Observed or suspected information security incidents in systems or services. (f) Protection of logs, initialization, stopping, or deletion of the audit logs.
9.	<p>Business Continuity Management</p> <ul style="list-style-type: none"> (a) Unless otherwise specified by data and system owners it must be assumed that information security requirements remain the same in adverse situations, compared to normal operational conditions. (b) Design documentation for physical and logical systems must include: <ul style="list-style-type: none"> ▪ Power redundancy. ▪ Network and infrastructure redundancy. ▪ Component and device redundancy. ▪ Load balancing and high availability between servers and applications. ▪ Failover and redundancy testing.
10.	<p>Controls for noting and reporting any observed or suspected security incidents in systems or services.</p> <ul style="list-style-type: none"> (a) Response activities. (b) Collection of evidence, log etc. (c) Information security analysis.
11.	<p>Monitoring and performance</p> <ul style="list-style-type: none"> (a) Utilization management controls, thresholds, alerts, etc. (b) Historical usage and available capacity for performance and capacity. (c) Retention of capacity and performance data.
12.	<p>All user access to, user queries of, and user actions on databases are through programmatic methods.</p>
13.	<p>Separation of Development, Testing and Production Environments</p> <ul style="list-style-type: none"> (a) Development, testing, and operational environments should be separated (b) Different user profiles for operational and testing systems.
14.	<p>Development and testing environments must not share the same computing environments, domains and directories.</p>

END



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