

ANNEXURE X

AGREEMENT ENTERED INTO BY AND BETWEEN

The Government of the Republic of South Africa, herein represented by _____ [full name of executing authority] (hereinafter referred to as the Employer) in her or his capacity as _____ of _____ [indicate portfolio], properly authorised,

AND

_____ (hereinafter referred to as the Adviser)

As the Employer requires services in respect of the matters indicated in the attached performance agreement, the Adviser is prepared and able to provide these services, the parties therefore agree as follows:

1. The Employer will appoint the Adviser to perform services in accordance with the attached performance agreement.
2. The term of the agreement will be from _____ to _____ subject to the provisions of clause 15 of this agreement and section 12A(3)(a) of the Public Service Act, 1994, as amended.
3. The Adviser will serve on a full-time/part-time basis [indicate whether full-time or part-time] with the following compensation as approved by the Minister for the Public Service and Administration (MPSA):-

| Full-time (40 hour working week) | | Part-time (less than an 40 hour working week) | |
|--|--|---|--|
| Compensation level | | Compensation level | |
| Inclusive flexible remuneration packages per annum | | Inclusive hourly tariff | |

4. **This agreement shall be valid only if the MPSA has approved the above compensation.**
5. [If the Adviser works less than 40 hours a week] The Adviser shall keep a record of and sign a register in respect of hours worked. The Employer shall pay the Adviser on a monthly basis within 30 days after receipt of a detailed account. The Employer shall certify that the account is correct and that the services rendered were satisfactory in terms of the performance agreement.

OR

[If the Adviser works a 40 hour working week] The Employer shall pay the Adviser on the last working day of each month.

6. Only the Adviser may debit the Employer for services rendered.

7. The Employer shall designate the normal place of work of the Adviser. If the Employer requires the Adviser to perform duties away from her or his normal place of work, the Adviser shall be compensated for subsistence and other unavoidable expenses at the rates applicable to a _____ [indicate post level equivalent to the Adviser's compensation level] in the Public Service.
8. The Employer shall reimburse resettlement expenses on the basis applicable to a Director (Senior Management Service Grade A) in the Public Service if the Adviser must move on appointment or on termination of this contract.
9. The Employer shall reimburse costs only if this agreement so provides.
10. The Employer shall provide the Adviser with sufficient office accommodation and work facilities to perform her or his duties effectively.
11. The leave dispensation for the Public Service applies.
12. The Employer shall furnish the Adviser with all relevant and available data and information that the Adviser needs to perform the services prescribed under this agreement.
13. The Employer shall become the owner of information, documents, programmes, advice and reports collected and compiled by the Adviser in the execution of this agreement.
14. The Employer shall have copyright on all documents, programmes and reports compiled by the Adviser, and the Adviser may not reproduce or distribute them without the consent of the Employer.
15. This agreement may be terminated as follows:
 - (a) Either party to the agreement may terminate it at any time during its currency by giving one month's notice in writing to the other party. The Employer may accept a shorter period of notice in an exceptional case.
 - (b) If the Employer has not already given notice in terms of clause 15(a) and if _____ [full name of executing authority] relinquishes her or his office as _____ of _____ [portfolio] for any reason during the course of the agreement, the agreement shall automatically lapse [for a part-time Adviser who works less than 40 hours a week] on the date that she or he relinquishes the portfolio **OR** [for a full-time Adviser who works a 40 hour working week] on the last day of the month that follows the date on which she or he relinquishes the portfolio. If the Employer wishes to dispense with the full-time Adviser's services without waiting for the end of the month, the Employer shall pay the Adviser an all-inclusive severance benefit equal to the remuneration that the Adviser would have received up to the last day of the month following the Adviser's last day of duty.

(c) If an Adviser qualifies for a severance benefit as described in clause 15(b) and she or he enters into a new contract with an executing authority or joins the Public Service before the end of the month in which her or his contract terminates, she or he shall receive a severance benefit equal to the remuneration that she or he would have received from the date of termination of the contract up to the date she or he entered her or his new job.

- 16. The Employer shall pay for costs incurred by the Adviser in terms of the provisions of this agreement up to and including the date of notice on which the agreement is terminated.
- 17. According to this agreement, the parties may not cede their rights or obligations to any other party.
- 18. No amendment of this agreement or of any of the provisions of terms of this agreement and no extension of time or waiver or relaxation or suspension of any of the provisions hereof shall have any force or effect unless reduced to writing and signed by both parties.
- 19. The Adviser chooses as her or his *domicilium citandi et executandi* and for the purpose of serving any notice or any other correspondence according to this agreement the following street address:

Signed at _____ on the _____ day of _____.

WITNESSES:

EMPLOYER

- 1. _____
- 2. _____

Signed at _____ on the _____ day of _____.

WITNESSES:

ADVISER

- 1. _____
- 2. _____