



VERIFICATION AGREEMENT				Doc No	AGR 01
				Version No	1
				Effective	03/12/2012
				Prepared by	M Naicker
Copy No	1	Approved	K Kantilal		

Reliance Consultants CC t/a BEE Solutions VERIFICATION AGREEMENT

1. **Standard Terms and Conditions**
2. The standard terms and conditions listed below pertain to the Verification Agreement between RELIANCE CONSULTING CC t/a BEE SOLUTIONS and the Measured Entity. This Agreement is valid for the duration of the Verification Service and for the 12 months thereafter during the Verification Certificate validity period.
3. **Definitions**
 - 3.1 "BEE" means Broad-Based Black Economic Empowerment as defined in the Broad-Based Black Economic Empowerment Act No. 53 of 2003, and any other applicable black economic empowerment legislation, policies or charters.
 - 3.2 "RELIANCE CONSULTING CC" means RELIANCE CONSULTING CC Close Corporation (Registration number 2004/124264/23) BEE SOLUTIONS of 494 Stella Road, Malvern, 4093.
 - 3.3 RELIANCE CONSULTING CC trading as BEE SOLUTIONS would be in future referred to as BEE SOLUTIONS.
 - 3.4 "Measured Entity" means the business applying for a verification service from BEE SOLUTIONS, and who has accepted this Agreement by initialling each page and signing on the last page of this document.
 - 3.5 "Parties" means BEE SOLUTIONS and the Measured Entity.
 - 3.6 "Verification Process" means the process mapped by BEE SOLUTIONS for the Parties to follow to obtain an ordered and successful Verification Service.
 - 3.7 "Verification Service" means the services provided by BEE SOLUTIONS culminating in the provision of a verification certificate officially stating the BEE status of the Measured Entity.
4. **General Obligations of BEE SOLUTIONS**
 - 4.1 BEE SOLUTIONS shall, subject to the payment as stipulated in Clause 6 below, the signed acceptance of this Agreement by the Measured Entity and the required information provided by the Measured Entity, provide an annual/initial evaluation of the Measured Entity's adherence to BEE culminating in the provision of a written report and a verification certificate to the Measured Entity.
 - 4.2 In providing the Verification Service, BEE SOLUTIONS shall comply with the relevant BEE legislation, policies and charters issued by the Department of Trade and Industry.
 - 4.3 BEE SOLUTIONS shall not be obliged in any circumstances to update any reports or verification certificate for events occurring after these reports and certificates have been issued in final form. Should re-evaluations be required, the Measured Entity would need to re-apply to BEE SOLUTIONS within a period of 3 months from the date of receipt of the original certificate.
 - 4.4 BEE SOLUTIONS reserves the right to finalise a Verification Service to a Measured Entity based only on information submitted should the Verification Process continue for longer than 60 days due to delays caused by the Measured Entity.
 - 4.5 BEE SOLUTIONS may, unless otherwise stated in writing by the Measured Entity, rely on written requests, instructions, information or any other notices by a person known or deemed to be authorised by the Measured Entity to liaise with BEE SOLUTIONS.
5. **General Obligations of the Measured Entity**
 - 5.1 The Measured Entity shall timeously provide BEE SOLUTIONS with all required personnel, information and documents as per stipulated timeframes and conform to the requirements for verification as stated in the proposal. It is the responsibility of the Measured Entity to facilitate information required from third parties.
 - 5.2 The Measured Entity hereby undertakes to comply with the following:
 - 5.2.1 Conforms to the requirements of BEE SOLUTIONS when making reference to its verification status in communication media such as the internet, documents, brochures or advertising;
 - 5.2.2 Does not make or permit the use of any misleading statement regarding its BEE score;
 - 5.2.3 Does not use or permit the use of a BEE verification certificate or any part thereof in a misleading manner;



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- 5.2.4 Does not use its verification status in such a manner that would bring BEE SOLUTIONS in disrepute and lose public trust;
- 5.2.5 Reproduces any verification report only in full.

- 5.3 The Measured Entity hereby warrants that all information supplied to BEE SOLUTIONS in terms of this agreement, whether by the Measured Entity or a representative of the Measured Entity is factually accurate and can be relied on as such when conducting the Verification Service.
- 5.4 In the event that incorrect or fraudulent information is submitted to BEE SOLUTIONS by the measured Entity or their representative(s), BEE SOLUTIONS has the right to terminate this agreement with immediate effect at any stage of the Verification Process without refund, cancel the issued verification certificate without refund, and report such entities to the Department of Trade & Industry.
- 5.5 The Measured Entity hereby undertakes that it shall place no reliance on interim advice or reports, and acknowledges that the only binding documents it may place reliance on are the final report and verification certificate issued by BEE SOLUTIONS to the Measured Entity at the end of the Verification Service.
- 5.6 The Measured Entity shall not cede, delegate or assign any or all of its rights or obligations in terms of this agreement without first obtaining the prior written consent of BEE SOLUTIONS.
- 5.7 The Measured Entity is required to retain documents used for the Verification Process for a minimum period of five (5) years.
- 5.8 By signing this document, the Measured Entity hereby officially engages BEE SOLUTIONS in line with the quote prepared, and is liable for the whole amount unless this Agreement is terminated.

6. Rights of the Measured Entity

- 6.1 The Measured Entity, or the users of the verification results, has the right to lodge an appeal or complaint against BEE SOLUTIONS within 7(seven) days of the issue of the verification result in question. The procedure followed is detailed in Handling of Appeals F01 or Handling of Complaints F02 that can be obtained directly from BEE SOLUTIONS.
- 6.2 The Measured Entity has the right to terminate this Agreement in accordance with Clause 12 below.

7. Payment

- 7.1 As agreed the fee for the 2013 bee verification will be done free of any charges.
- 7.2 Measured Entities falling into the Exempted Micro Enterprise category shall pay 100% upfront, and Qualifying Small Enterprises and Generics shall pay BEE SOLUTIONS 50% of the quoted price prior to BEE SOLUTIONS commencing with the Verification Service. The remaining 50% and travel expenses as well as any other expenses that may be incurred during the Verification Service as agreed to by the Parties shall be payable prior to the final report and verification certificate being issued.
- 7.3 All fees are to be paid directly into the bank account of BEE SOLUTIONS T/A BEE SOLUTIONS.
- 7.4 In the event that final payments are not made within 8 (eight) days of invoicing, BEE SOLUTIONS shall be entitled to levy an immediate 5% penalty and interest on all outstanding amounts at the maximum permissible rate from due date to payment date.
- 7.5 In the event that BEE SOLUTIONS needs to instruct attorneys to collect from the Measured Entity any amount owing to BEE SOLUTIONS, the Measured Entity agrees to pay all attorney costs and collection charges and commissions.
- 7.6 Quotes are prepared according to standard sampling techniques and the business information provided upfront by the Measured Entity. Should samples be found to be defective, or information provided upfront factually inaccurate, BEE SOLUTIONS reserves the right to increase the number of hours required to complete the Verification Service.
- 7.7 Should the Measured Entity not adhere to the time frames for submission of information as stated both in the proposal and Verification Information Manual, they will have an additional 2,5% of the total fee for every 5 (five) working days late submission added onto the total fee. When the period of late submission accrues to 20 (twenty) working days, the Measured Entity is issued with a letter as closure to the verification service, and all monies paid to that point to BEE SOLUTIONS is forfeited by the Measured Entity.



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8. Employees/Sub-contractors

- 8.1 The Measured Entity agrees not to make any offer of employment to or employ any staff of BEE SOLUTIONS providing the Verification Service, and similarly BEE SOLUTIONS undertakes not to make any offer of employment or employ any staff of the Measured Entity during the provision of the Verification Service.
- 8.2 BEE SOLUTIONS shall have the right to appoint suitable sub-contractors to assist in the delivery of the Verification Service.

9. Confidentiality

- 9.1 In the course of the Verification Service, BEE SOLUTIONS may acquire knowledge of sensitive information concerning the Measured Entity that it undertakes to treat as confidential and not disclose to third parties unless written consent to do so is received by the Measured Entity. This information does not include that which the Measured Entity itself makes publicly available. This clause does not apply where disclosure is a requirement by law or BEE SOLUTIONS's professional advisors or on requests by the South African National Accreditation System (SANAS) or the Department of Trade & Industry (DTI),
- 9.2 The SANAS regulation R47-01 requires that BEE SOLUTIONS make publicly accessible information about the BEE status level granted to the Measured Entity. It also requires that BEE SOLUTIONS provide the DTI with this BEE status level.
- 9.3 The Measured Entity and it's representatives agrees to keep confidential all methodologies, tools, processes and other intellectual property used by BEE SOLUTIONS to carry out the Verification Service, and shall not be copied or disclosed to a third party without the written consent of BEE SOLUTIONS.

10. Impartiality

- 10.1 Reliance Consulting Verification Services are committed to ensuring that all verifications are performed impartially, independently and transparently through detailed documented and implemented procedures
- 10.2 Reliance Consulting Verification Services will not provide any BEE consulting services or engage in any other service that could impact the confidentiality, objectivity or impartiality of its verification activities.

11. Ownership

- 11.1 BEE SOLUTIONS shall retain ownership of the copyright, design, trademark and all other intellectual property rights of all products of the Verification Service, whether tangible or intangible.

12. Exclusions and Limitation of Liability

- 12.1.1 The Measured Entity hereby indemnifies BEE SOLUTIONS against all and any liability that may arise as a result of:
- 12.1.2 any loss or damage suffered by the Measured Enterprise or a third party pertaining to the Verification Service provided by BEE SOLUTIONS in terms of this agreement.
- 12.1.3 the factual inaccuracy of any information supplied by the Measured Entity or by any person representing the Measured Entity.
- 12.1.4 any breach by the Measured Entity of it's obligations under this agreement
- 12.1.5 any claims made or threatened by a third party which arises from or are connected with a breach referred to in clause 10.1.3 above.
- 12.2 Notwithstanding anything to the contrary contained in this agreement, the liability of BEE SOLUTIONS (or any member, employee or agent thereof) in respect of any claim arising out of this agreement or related to the Verification Service provided to the Measured Entity in terms of this agreement, shall be limited to the fees payable in accordance with the upfront quote to the Measured Entity, and shall not include any liability for any indirect or consequential loss or damages incurred by the Measured Entity or any other person.



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13. Use of Marks and Reliance Consulting Logo

- 13.1 The identifying unique verification mark/ stamps which will be issued by Reliance Consulting Verification Service will be the Reliance Consulting Logo together with the certificate number.
- 13.2 Governing rules are communicated on issuance of the certificate in an accompanying letter which sets out the following:
- 13.2.1 The mark or logo cannot be used to imply verification in areas which have not been verified.
- 13.2.2 The mark or logo can only be used once verification is complete and certificate issued and together with the certificate number
- 13.2.3 The mark or logo can only be used on the measured entity's website, letterhead and brochure. All other uses must be requested by the measured entity in writing to the VerificationManager of Reliance Consulting BEE showing clearly how and where the logo/mark will be used. The Verification Manager will approve or reject, in writing, within 1 week of the request.
- 13.2.4 should the score be appealed, the measured entity may not use the logo or certificate until such time that the appeal process is concluded.

14. Force Majeure

- 14.1 Should any Party be unable to comply with this agreement as a result of a cause beyond their reasonable control, neither Party shall be in breach of their contractual obligations nor incur any liability to the other Party. In the event of such an occurrence affecting one Party, that Party shall be obliged to notify the other as soon as reasonably practicable. The other Party shall then have the option of suspending or terminating the Verification Service.

15. Termination/Breach

- 15.1 Either Party may terminate this agreement by giving 14 (fourteen) days due notice to the other in writing. Termination shall be without prejudice to all rights which have accrued to either Party prior to the termination thereof. All monies due (whether in the form of fees or disbursements) shall become payable in full upon date of termination, and BEE SOLUTIONS shall be entitled to issue an invoice for an amount covering all unbilled fees pertaining to the Verification Service already conducted, whether in part or full.
- 15.2 If either of the Parties commits a breach of this agreement ("defaulting party") and/or fails to comply with the provisions hereof, then the other against whom the breach is committed ("innocent party") shall be entitled to give the defaulting party 14 (fourteen) days notice in writing to remedy such breach. Should the defaulting party fail to comply with such notice then the innocent party shall forthwith be entitled, without prejudice to any other rights or remedies which the innocent party may have in law, including the right the right to claim damages:
- to cancel this agreement; or
 - to claim immediate performance and/or payment of all the obligations of the defaulting party in terms hereof.

16. APPEALS

- 16.1 The Appeals procedure is publicly available on BEE SOLUTIONS website <http://www.beesolutions.co.za> and is included with the Verification Agreement

17. COMPLAINTS

17.1 A complaint relates to the manner in which the verification was conducted for example: the execution of the process, staff conduct or breach of confidentiality and can be from external or internal sources

17.2 The Complaints procedure and form is publicly available on the BEE SOLUTIONS website <http://www.beesolutions.co.za>



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18. IMPARTIALITY

18.1 Policy Statement

18.1.1 Reliance Consulting has the following publicly available Impartiality statement on our website <http://www.beesolutions.co.za>

18.1.2 *Reliance Consulting Verification Services are committed to ensuring that all verifications are performed impartially, independently and transparently through detailed documented and implemented procedures*

18.1.3 *Reliance Consulting Verification Services will not provide any BEE consulting services or engage in any other service that could impact the confidentiality, objectivity or impartiality of its verification activities.*

18.1.4 *In the event any member of the Reliance Consulting Verification Services team, or a member of their immediate family, has a direct financial interest, or a material indirect financial interest, in the measured entity, this creates a self-interest threat and the actions to be taken would be one of the following:*

- *All interests must be disclosed through a declaration of Impartiality*
- *Dispose of the direct financial interest prior to the individual being selected for the verification;*
- *Dispose of the indirect financial interest in total or dispose of an amount of the interest to ensure that the remaining interest is no longer material prior to the individual selected for the verification; or*
- *The individual will be advised that they will not be selected for this verification*

"Impartiality is the actual and perceived presence of objectivity" SANAS-R47-02

19. General

19.1 This agreement supercedes all prior agreements entered into between the parties relating to the subject matters thereof.

19.2 This agreement constitutes the sole record of agreement between the Parties relating to the subject matter thereof. Any additions, variations or termination to this agreement shall be deemed in force or affect only if it is in writing and signed by the Parties.

19.3 This agreement shall not create nor give rise to, nor shall it be intended to create or give rise to any third party rights.

19.4 No relaxation or indulgence which any Party may grant to any other shall constitute a waiver of the rights of that Party, and shall not preclude that Party from exercising any rights which may have arisen in the past or which might arise in the future.

19.5 All provisions of this agreement shall be severable and no provision shall be affected by the invalidity of any other provisions of this agreement.

19.6 Each party consents in terms of Section 45 of the Magistrates Court Act of 1944 to the jurisdiction of the magistrates court in respect of any proceedings on this Agreement.

19.7 BEE SOLUTIONS reserves the right to report any circumvention of the Codes or fronting practices to the Department of Trade & Industry.

20. Notices and Domicilia

20.1 Each Party chooses as its address for the purposes of giving any notice, serving any process or any other communications of whatsoever nature arising from this agreement, those stipulated in Clause 2.2 and Clause 15 of this agreement.

20.2 Any Party may by written notice to the other Party change its chosen address to another physical address in the Republic of South Africa.

20.3 Any document to a Party contained in a correctly addressed envelope and delivered by hand to a responsible person during normal business hours at its chosen address shall be deemed to have been received on the date of delivery.

20.4 Where, in terms of this agreement any communication is required to be in writing, the term "writing" shall include communications by facsimile, and shall be considered to be adequate notice.



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21. Acceptance

Measured Entity:

Signed at _____ on this ____ day of _____ 20__

For and on behalf of _____
(Measured Entity)

of _____

_____ (Physical
Address)

by _____ (Name) who warrants that he/she is
duly authorised thereto

_____ (Signature)

BEE SOLUTIONS:

Signed at _____ on this ____ day of _____ 20__

For and on behalf of BEE SOLUTIONS by

(Verification Manager) who warrants his/her authority hereto