**SUPPLEMENTARY AGREEMENT IN RESPECT OF THE PROVISION OF**

**GROUP LIFE INSURANCE SERVICES**

Between

**SOUTH AFRICAN REVENUE SERVICE**

An organ of state established in terms of section 2 of the South African Revenue Service Act, 1997 (Act No. 34 of 1997)

(hereinafter referred to as “**SARS**”)

and

…(Pty) Ltd a company incorporated in accordance with the laws of South Africa (Registration Number: …)

(herein represented by its authorised representative who warrants

that s/he is duly authorised to do so)

(hereinafter referred to as “**the Insurer**”)

**TABLE OF CONTENTS**

[**1. INTRODUCTION** 3](#_Toc18069408)

[**2. INTERPRETATION** 3](#_Toc18069409)

[**3. CONFLICT OF PROVISIONS** 4](#_Toc18069410)

[**4. APPOINTMENT** 5](#_Toc18069411)

[**5. DURATION** 5](#_Toc18069412)

[**6. SARS’S OBLIGATIONS** 5](#_Toc18069413)

[**7. SERVICE PROVIDER’S OBLIGATIONS** 5](#_Toc18069414)

[**8. MEETINGS AND REPORTING** 6](#_Toc18069415)

[**9. REVIEW OF INSURANCE BOOKLET** 6](#_Toc18069416)

[**10. DISENGAGEMENT ASSISTANCE** 6](#_Toc18069417)

[**11. TRANSFER OF OWNERSHIP** 7](#_Toc18069418)

[**12. SIGNATORIES** 7](#_Toc18069419)

1. **INTRODUCTION**

* 1. SARS through a Request for Proposals No. **RFP 37/2019** invited proposals from potential bidders for a Group Life Insurer.
  2. The Insurer submitted a proposal (“the Proposal”) in response to **RFP 37/2019**.
  3. SARS accepted the Proposal of the Insurer and consequently concluded some insurance policies with the Insurer.
  4. In addition to the terms provided for in the aforementioned policies, the Parties wish to record the following terms and conditions:

1. **INTERPRETATION**
   1. The headings to the Clauses of this Agreement are for reference purposes only and will not govern or affect the interpretation of nor modify nor amplify the terms of this Agreement.
   2. Unless inconsistent with the context, the words and expressions have the following meanings and similar expressions will have corresponding meanings-
      1. **“Agreement”** means this document, RFP 37/2019, the policies issued by the Insurer to SARS pursuant to RFP37/2019, together with all annexures hereto, including all amendments, variations, and/or substitutions to the Agreement, which have been reduced to writing and signed by the duly authorised representatives of the Parties;
      2. **“Applicable Law”** means any of the following to the extent applicable to the Service Provider and where applicable, to SARS or the Services-
         1. Any statute, regulation, policy, by-law, ordinance or subordinate legislation;
         2. Any applicable industry code of conduct, policy or standard enforceable by law; or
         3. Any applicable direction, policy or order that is given by a regulatory authority;
      3. **“Effective Date”** means … 2020 irrespective of the signature date hereof;
      4. **“Parties”** means SARS and the Insurer and “Party” as the context requires is a reference to any one of them;
      5. **“RFP”** subject to any contrary indication, is reference to SARS’s Request for Proposals No. RFP 37/2019 for the appointment of a group life insurer, which is incorporated herein by reference thereto;
      6. **“SARS”** means the **SOUTH AFRICAN REVENUE SERVICE**, an organ of state established in terms of Section 2 of the South African Revenue Service Act, 1997 (Act No. 34 of 1997), with its principal address at 299 Bronkhorst Street, Nieuw Muckleneuk, Pretoria;
      7. **“Insurer”** means …(Pty) Ltd, incorporated in accordance with the Laws of South Africa with registration number … and with its registered and principal place of businessat …;
      8. **“Services”** means provision by the Insurer to SARS of services as more fully outlined in the RFP and contemplated herein, and includes those services, functions or responsibilities not specifically mentioned herein but which are reasonably and necessarily required for the proper performance and provision of the Services;
      9. **“Termination Date”** means … 2025; and
2. **CONFLICT OF PROVISIONS**
   1. It is common cause that the Services are subject to Applicable Law, and are thus highly regulated. This document therefore supplements the Policies issued in terms of RFP 37/2019, and must be read as such. In the event of a conflict between the provisions hereinof this Agreement, the Policies and Applicable Law, and legal obligations arising from the policies, the Parties must endeavour to resolve the conflict through an interpretation which is in such a manner that is consistent with Applicable Law: Provided that where Applicable Law is silent on the pertinent issue, the Parties must resort to an interpretation which is harmonious with the underlying intent and purpose of this Agreement.
3. **APPOINTMENT**

* 1. SARS appointed the Insurer to provide the Services to SARS, which appointment the Insurer accepted.

1. **DURATION**
   1. This Agreement is for a fixed term, commencing on the Effective Date, and shall endure for a period of sixty (60) months until the Termination Date.
2. **SARS’S OBLIGATIONS**
   1. SARS undertakes to:
      1. Subject to Applicable Law, nominate a SARS Authorised Representative who will be responsible for liaising with the Insurer, including but not limited to acting as a central point of contact between SARS and the Insurer. SARS must advise the Insurer of the nominee’s details in writing.
      2. in intervals of thirty one (31) days, provide a report to the Insurer detailing the names of all employees who would have been sick for a period of 14 days or more during a particular reporting period; and
      3. appoint designated employees for training and communicate same to the Insurer.
3. **INSURER’S OBLIGATIONS**
   1. The Insurer shall-
      1. appoint and provide SARS with the full contact details of an accounts manager, who will, amongst other things, act as central point of contact between SARS and the Insurer. The Insurer must advise SARS of the nominee’s details in writing.

* + 1. execute the Services as contemplated in RFP, the Policies and Applicable Laws;
    2. within 30 (thirty) days from the Effective Date, train SARS officials designated in terms of clause 5.1.3 above on the claims processes, procedures and any other necessary information;
    3. create an email address to be used specifically for claims and advise SARS of the same;
    4. with the concurrence of SARS and subject to confidentiality measures prescribed through Applicable Laws, create a secure link platform whereupon the SARS member data and other sensitive information may be shared by the Parties.

1. **MEETINGS AND REPORTING**
   1. The Parties shall meet at least once a month for the first four (4) months from Effective date, and thereafter the Parties may meet once every quarter.
   2. Notwithstanding clause 8.18.1 above, the Parties shall meet as and when required, at the instance of either Party, to discuss the execution of the Services.
   3. The Insurer shall provide to SARS, as and when requested, all reports that may be required by SARS, including the claims ratio report.
2. **INSURANCE BOOKLET**
   1. Within 30 (thirty) days from the Effective Date, the Insurer must review the SARS Internal Group Life Insurance Guide (also known as insurance booklet) which SARS publishes on its Website for employee information purposes and ensure same is aligned with the Policy.

1. **DISENGAGEMENT ASSISTANCE**
   1. Subject to Applicable Law and for a period of thirty (30) Business Days after the expiry or termination of this Agreement for whatsoever reason and at SARS’s request, the Insurer will provide SARS or SARS’s newly designated insurer, such assistance as SARS may reasonably require to facilitate the immediate transition of the services in as seamless a manner as possible (“Disengagement Assistance”).
   2. Without limiting the generality of the foregoing, the Insurer shall deliver to SARS at no additional cost such information and documentation relating to the services as SARS may reasonably request.
2. **TRANSFER OF OWNERSHIP**
   1. In the event a sale, cession or transfer of rights, acquisition, merger, or other change of control of the Insurer (a “Change Event”) is contemplated, the Insurer shall notify SARS of any such Change Event and simultaneously with the notification seek SARS’ written approval prior to the Change Event taking place. It is specifically recorded that any such approval will only be valid if communicated by SARS to the Insurer in writing through a letter signed by the Group Executive: Procurement.
   2. SARS may, subject to Applicable Law, terminate this Agreement, at any time after being notified by the Insurer of the Change Event.
   3. SARS shall have no liability to the Insurer with respect to termination of the Agreement in terms of this Clause.
3. **SIGNATORIES**

**As Authorised Signatories for the South African Revenue Service**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Takalani Musekwa

Acting Chief Officer: HC&D

Date signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deliwe Rampa

Acting Group Executive: Procurement

Date signed:

**As Authorised Signatory for the Insurer**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Names:

Capacity:

Date signed: