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FORM 8-K

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**NET 1 UEPS TECHNOLOGIES INC**

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Mailing Address	Business Address
4TH FLOOR, PRESIDENT PLACE	4TH FLOOR, PRESIDENT PLACE
CNR. JAN SMUTS & BOLTON ROSEBANK, JOHANNESBURG T3 00000	CNR. JAN SMUTS & BOLTON ROSEBANK, JOHANNESBURG T3 00000
	27 11 343 2000

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): February 6, 2012 (February 3, 2012)

**NET 1 UEPS TECHNOLOGIES, INC.**

(Exact name of registrant as specified in its charter)

**Florida**  
(State or other jurisdiction  
of incorporation)

**000-31203**  
(Commission  
File Number)

**98-0171860**  
(IRS Employer  
Identification No.)

**President Place, 4<sup>th</sup> Floor, Cnr. Jan Smuts Avenue and Bolton Road  
Rosebank, Johannesburg, South Africa**

(Address of principal executive offices) (ZIP Code)

Registrant's telephone number, including area code: **011-27-11-343-2000**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On February 3, 2012, Cash Paymaster Services (Pty) Ltd, a wholly-owned subsidiary of Net 1 UEPS Technologies, Inc. (“CPS”) and the South African Social Security Agency (“SASSA”) entered into a Contract for the Payment of Social Grants, together with a related Service Level Agreement (collectively, the “Agreements”) pursuant to which CPS will provide SASSA with its payment service for social grants in all of South Africa’s nine provinces.

Under the Agreements, CPS will effect payment, on behalf of SASSA, of social grants to all persons who are entitled to receive such grants in all of South Africa’s provinces, for a firm price of ZAR16.44 per beneficiary paid, inclusive of VAT. CPS’ primary services include the enrollment of all eligible recipients, issuance of a smart card to each recipient and the biometric validation and payment of social grants to such recipients. The Agreements do not provide for a minimum or maximum number of beneficiaries. SASSA is required to fund all grants two working days prior to the date on which the grant payment is to be made by CPS.

The term of the Agreements commences on April 1, 2012 and terminates on March 31, 2017. The Agreements contain provisions for enrollment of new recipients and transition to CPS’ payment service prior to the commencement date for beneficiaries who were previously paid by other service providers.

The foregoing description of the Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreements, which are attached hereto as Exhibits 99.1 and 99.2 and incorporated herein by reference.

A copy of the press release announcing the signing of the Agreements is included herewith as Exhibit 99.3.

**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits**

Exhibit No.    Description

[99.1](#)            [Contract for the Payment of Social Grants dated February 3, 2012 between CPS and SASSA.](#)

[99.2](#)            [Service Level Agreement dated February 3, 2012 between CPS and SASSA.](#)

[99.3](#)            [Press release issued by Net 1 UEPS Technologies, Inc. on February 6, 2012.](#)

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**NET 1 UEPS TECHNOLOGIES, INC.**

Date: February 6, 2012

By: /s/ Serge C.P. Belamant  
Dr. Serge C.P. Belamant  
Chief Executive Officer and Chairman of  
the Board

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# sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

**CONTRACT  
FOR THE PAYMENT OF SOCIAL GRANTS**

entered into by and between:

**THE SOUTH AFRICAN SOCIAL SECURITY AGENCY**

(Represented herein by Ms. Virginia Petersen, in her capacity as the  
Chief Executive Officer, and being duly authorized thereto)

(Hereinafter referred to as the "SASSA")

and

**CASH PAYMASTER SERVICES (PTY) LTD**

(Represented herein by Dr Serge Belamant, in his capacity as the Chief  
Executive Officer and being duly authorized thereto)

(Hereinafter referred to as the "CONTRACTOR")

(Jointly referred to as the "Parties")



*paying the right social grant, to the right person,  
at the right time and place. NJALO!*

South African Social Security Agency

Head Office

SASSA House • 501 Prodlina Building cor. Beatrix & Pretorius Streets

Pretoria • Private Bag X55662 Arcadia • Pretoria 0083

Tel: +27 12 400 2420 • Fax: +27 12 400 2387

[www.sassa.gov.za](http://www.sassa.gov.za)

## TABLE OF CONTENTS

1.	<a href="#">PREAMBLE</a>	1
2.	<a href="#">DEFINITIONS AND INTERPRETATION</a>	1
3.	<a href="#">COMMENCEMENT AND DURATION</a>	4
4.	<a href="#">NATURE AND SCOPE OF SERVICES</a>	4
5.	<a href="#">SERVICE LEVEL AGREEMENT</a>	6
6.	<a href="#">FEES</a>	6
7.	<a href="#">PENALTIES</a>	7
8.	<a href="#">WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS</a>	7
9.	<a href="#">LIMITATION OF LIABILITY</a>	8
10.	<a href="#">INTELLECTUAL PROPERTY</a>	8
11.	<a href="#">BREACH AND TERMINATION</a>	8
12.	<a href="#">CONFIDENTIALITY</a>	9
13.	<a href="#">DISPUTE RESOLUTION</a>	9
14.	<a href="#">APPLICABLE LAW</a>	10
15.	<a href="#">ASSIGNMENT, CESSION AND SUB-CONTRACTORS</a>	10
16.	<a href="#">SEVERABILITY</a>	10
17.	<a href="#">WAIVER</a>	11
18.	<a href="#">VARIATION</a>	11
19.	<a href="#">NOTICES AND DOMICILIA</a>	11
20.	<a href="#">FORCE MAJEURE</a>	12
21.	<a href="#">ENTIRE AGREEMENT</a>	13

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**1. PREAMBLE**

- 1.1 **WHEREAS** SASSA is in terms of the applicable legislative framework responsible for the administration, management and payment of social grants in line with the Constitution of the Republic of South Africa, 1996.
- 1.2 **AND WHEREAS** SASSA has advertised a tender for the provision of payment services for social grants.
- 1.3 **AND WHEREAS**, the Contactor has been appointed to render the payment services for social grants on the terms and conditions set out herein.
- 1.4 **THEREFORE**, the Parties wish to record the terms and conditions for the provision of payment services for the social grants as follows:

**2. DEFINITIONS AND INTERPRETATION**

- 2.1. Unless otherwise indicated by the context, the following terms shall bear the meanings assigned to them hereunder:
- 2.1.1. **“Act”** means the Social Assistance Act, 2004 (Act No. 13 of 2004) as amended;
- 2.1.2. **“Agreement”** means the agreement as set out in this document together with the Service Level Agreement, Bid Documents and RFP, which documents shall be regarded as annexure hereto by reference; and **“Contract”** shall have a corresponding meaning;
- 2.1.3. **“Beneficiary”** shall bear the meaning assigned to it in the Act and includes Children;
- 2.1.4. **“Bid Documents”** means the tender submitted by the Contractor in response to the RFP, it being recorded that SASSA elected option A of the pricing proposal contained in the Contractor’ s financial proposal;
- 2.1.5. **“Biometric”** means the method by which a person is uniquely identified by evaluating one or more distinguishable biological trait, based primarily on fingerprints;
- 2.1.6. **“Business Day”** means Monday to Friday between the hours of 08:00 to 16:00; excluding Saturdays, Sundays or a day which from time to time is proclaimed a public holiday in the Republic of South Africa. **“Business Days”** shall have a corresponding meaning;
- 2.1.7. **“Card”** means a pocket-sized SASSA branded card with embedded integrated circuits, which is able to store data, process Payment and communicate with a Card Reader;
- 2.1.8. **“Card Reader”** means an electronic device that verifies the data stored on a Card;

- 2.1.9. **“Child”** means any person under the age of 18 (eighteen) years who is entitled to benefit directly from a Grant and in respect of whom an application was made for the Grant; “Children” shall have a corresponding meaning;
- 2.1.10. **“Commencement Date”** means 1 April 2012, being the date on which Payment shall commence, provided that Enrolment may commence earlier to ensure seamless transition;
- 2.1.11. **“Data”** means the information (including Biometrics) of Beneficiaries obtained by the Contractor through the execution of the Agreement;
- 2.1.12. **“Firm Price”** means an all-inclusive fee of R16.44 (VAT inclusive at 14%) per Recipient Paid by the Contractor;
- 2.1.13. **“Grant”** means a *“social grant”*, as defined in the Social Assistance Act, 2004;
- 2.1.14. **“Intellectual Property”** means all intellectual property rights, whether or not registered, including but not limited to copyright, patents, proprietary material, confidential information, trademarks, design, know-how, trade secrets, new proprietary and secret concepts, methods, techniques, processes, adaptations, ideas, technical specifications and testing methods;
- 2.1.15. **“Parties”** means the South African Social Security Agency (SASSA), the agency established in terms of section 2 of the South African Social Security Agency Act, 2004 (Act No. 9 of 2004) and responsible for the administration and payment of social assistance in terms of Chapter 3 of the Social Assistance Act, 2004 (Act No. 13 of 2004) and Cash Paymaster Services (Pty) Ltd ( Contractor); a company duly registered and incorporated in terms of the company laws of the Republic of South Africa bearing the registration number 1971/007195/07; and a “Party” shall have a corresponding meaning;
- 2.1.16. **“Payment”** means the loading of a Grant due to a Beneficiary, as per SOCPEN or SASSA instruction, and the disbursement thereof, and “Pay” shall have a corresponding meaning;
- 2.1.17. **“Payment Cycle”** means the period of a month in which Payments are allowed to be effected by the Contractor in accordance with the SOCPEN payment extraction and cut-off schedules;
- 2.1.18. **“Payment Methodology”** means the Payment methods of Grants as provided for in the Regulations, which facilitates the Payment of Grants to Recipients at designated Pay-Points or through other alternative payment channels;
- 2.1.19. **“Primary Care Giver”** shall have the meaning assigned to it in Act;
- 2.1.20. **“Procurator”** means a person appointed by a Beneficiary or SASSA to receive a social grant on the Beneficiary’s behalf in terms of the Act;



- 2.1.21. **“Province”** means geographically defined area designated as a Province in terms of the Constitution of the Republic of South Africa, 1996; and **“Region”** shall have a corresponding meaning;
- 2.1.22. **“Recipient”** means a Beneficiary, Primary Care Giver, a claimant of Unclaimed Benefits or Procurator who is entitled to receive one or more Grants;
- 2.1.23. **“Registration”** means the electronic capturing and storing of all Recipients` personal Data and Biometrics, and the issuance of Cards to such Recipients for the purpose of receiving one or more Grant; **“Enrolment”** or **“Enrol”** shall have a corresponding meaning;
- 2.1.24. **“Regulations”** means the regulations relating to the application for and payment of social assistance, made pursuant to the Social Assistance Act;
- 2.1.25. **“RFP”** means the request for proposals for the provision of payment services for social grants under Bid Number SASSA 01/11/BS;
- 2.1.26. **“Services”** means the Enrolment and Payment of all Recipients in the Service Location, regardless of the Payment Methodology, in accordance with and as more fully described in the SLA and detailed in the Bid Documents;
- 2.1.27. **“Service Level Agreement”** means the agreement provided for in clause 5 below;
- 2.1.28. **“Service Location”** means all nine Provinces;
- 2.1.29. **“Unclaimed Benefits”** means the amount due to the Beneficiary at the end of the month in which he or she dies, which is paid to a claimant approved by SASSA in terms of the legislation;
- 2.1.30. **“VAT”** means the value added tax in terms of the Value Added Tax Act, 1991 (Act No. 89 of 1991) or any similar tax on the supply or sale of goods and/or services.
- 2.2. Where any term used in this Contract is a term defined in the South African Social Security Agency Act, 2004 (Act No. 9 of 2004), the Social Assistance Act, (Act No. 13 of 2004) or the Regulations issued under the latter Act, such definitions in the relevant statute or Regulations shall apply to such terms as used in this Contract, unless otherwise indicated by the context.
- 2.3. Unless indicated otherwise by the context, this Contract shall be read together with the contents of the Bid Documents and the Service Level Agreement the provisions of which shall be read as if incorporated as terms of this Contract, *mutatis mutandis*; save where the context otherwise indicates.
- 2.4. Any reference in this Contract to legislation or subordinate legislation is reference to such legislation or subordinate legislation at the date of signature hereof and as amended and/or re-enacted from time to time.

- 2.5. Words importing: (a) the singular shall include the plural, and vice versa; (b) words importing the masculine gender shall include the feminine and neuter genders, and *vice versa*, and (c) words importing natural persons shall include legal persons, and *vice versa*.
- 2.6. Where any term is defined within the context of any particular clause in this Contract, such term shall bear the same meaning as ascribed to it for all purposes in terms of this Contract, notwithstanding that the term has not been defined in the definition clause.
- 2.7. In the event of ambiguity, the rule of construction that the Contract shall be interpreted against the Party responsible for the drafting thereof, shall not apply in the interpretation of this Contract.
- 2.8. In the event of a conflict or ambiguity, the documents making up this Agreement shall be interpreted in the following order of preference:
  - 2.8.1. This document;
  - 2.8.2. The Service Level Agreement;
  - 2.8.3. The Bid Document; and
  - 2.8.4. The RFP.

### **3. COMMENCEMENT AND DURATION**

- 3.1. This Contract shall commence on the Commencement Date.
- 3.2. The Contractor shall take all necessary and reasonable measures, prior to the Commencement Date, to ensure that all its operational resources, including equipment, facilities, systems, management and personnel are ready to ensure the proper provision of the Services on and from the Commencement Date.
- 3.3. Unless cancelled for lawful cause, this Contract shall endure for a period of 5 (five) years and shall accordingly terminate on 31st March 2017.
- 3.4. Any renewal of, or extension to the term of this Contract shall be subject to a written agreement being reached between the Parties. No right or option to renew is provided for in this Contract and the Parties confirm that there are no grounds, either in terms of this Contract or otherwise, giving rise to any entitlement or expectation on the part of either of the Parties to any renewal or extension of this Contract.

### **4. NATURE AND SCOPE OF SERVICES**

- 4.1. The Contractor shall render the Services for the duration of this Agreement.

- 4.2. SASSA shall provide the Contractor with the relevant information and Grant funding to enable the rendering of the Services.
- 4.3. The Grant funds that are transferred by SASSA into the Contractor's bank account will remain the property of SASSA until it is transferred to a Recipient's Card. The Beneficiary shall be deemed to have been Paid as soon as its Grant is transferred to the Recipient's Card.
- 4.4. The Services in relation to Payments at Pay Points shall be rendered during Business Days.
- 4.5. The Contractor acknowledges that it is the intention and policy decision of Government, including SASSA, that there should be constant striving for more efficient and cost-effective measures for the Payment of Grants to Recipients, and in particular to maximise the use of electronic payment transfer methods and to minimise manual Payment of cash amounts (subject to the preference or choice of individual Beneficiaries). The Contractor further acknowledges that no commitments or warranties or representations have been made by or on behalf of, or are binding upon, SASSA in relation to the minimum number or any number of Recipients in the areas in which the Contractor is to provide the Services or as to the mode of Payment applicable to any number of individual Beneficiaries, whether by way of electronic or similar technologically advanced methods of Payment or by manual Payment in cash.
- 4.6. The Contractor acknowledges further that the Beneficiaries are, in terms of currently applicable legislation, ordinarily entitled to select the method by which Payment of Grants are to be made to them, and that such Beneficiaries are entitled to change such selection from time to time.
- 4.7. To the extent that any contractual agreements or arrangements may have existed or may currently exist in relation to the Contractor providing SASSA with payment services for social grants which were concluded prior to this Contract, it is confirmed that such prior agreements or arrangements shall govern only the period of such agreements or arrangements up to but not beyond the Commencement Date of this Contract. On the Commencement Date of this Contract, the previously concluded contractual agreements or arrangements shall come to an end.
- 4.8. The Contractor agrees that SASSA will, in preparation for SASSA to take over the Services upon termination of this Contract, conduct a pilot of SASSA's envisaged new payment solution in one urban and one rural area during year 4 (four) of this Contract provided that SASSA will inform the Contractor 3 (three) months prior to undertaking such a pilot. The Parties will negotiate and agree to any costs that will relate to the envisaged pilot in the event of financial prejudice to the Contractor.

**5. SERVICE LEVEL AGREEMENT**

- 5.1. This Contract shall be subject to, and conditional upon the Parties negotiating and concluding a formal, signed Service Level Agreement by no later than 14 (fourteen) Business Days after the conclusion of this Contract, failing which this Contract shall be deemed not to have come into force.
- 5.2. The Service Level Agreement shall include provisions contemplated in section 4(3) of the South African Social Security Agency Act, 2004 (Act No. 9 of 2004); as well as detailed Services to be provided which include; performance, quality and functionality standards; procedures, norms and standards prescribed by SASSA requiring compliance by the Contractor; practical steps for the implementation of the Services; pre-funding; enrolment of Beneficiaries; issuing and replacement of Cards to Beneficiaries; payment compliance; transfer of beneficiary data to SASSA; the respective roles of the Contractor and of SASSA and reporting, liaison; communication requirements; infrastructure, equipment and facilities to be provided and maintained; security; communications; implementation of penalties system; and related issues.
- 5.3. The Service Level Agreement shall form part of this Contract.
- 5.4. The Parties shall record interim measures in the Service Level Agreement, to ensure seamless transition during the initial stages from incumbent service providers, during which period the provisions contained in the Service Level Agreement, in relation to such interim measures, shall apply, notwithstanding anything to the contrary herein contained.

**6. FEES**

- 6.1. In consideration for the Services to be provided by the Contractor, SASSA shall pay to the Contractor the Firm Price.
- 6.2. The Contractor shall issue a consolidated invoice covering the area in which the Services are provided, which shall reflect the current number of Recipients for that area for the Payment Cycle in question. The system for invoicing and payment shall be provided for in the attached Service Level Agreement.
- 6.3. In the event that SASSA may require the Contractor to render social grant payment related services additional to the Services, this shall be subject to a written agreement between the Parties inter alia as to a negotiated service fee for such additional services, provided that in the event that the Contractor is required to provide disaster related relief payment services, such payment service shall be rendered at the Firm Price.

6.4. All amounts payable in terms of this Contract are inclusive of Value Added Tax at a rate of 14% (fourteen percent).

6.5. Should the Contract be extended, price increases will be negotiated separately at the time of the extension.

**7. PENALTIES**

7.1. Penalties shall be applied for failure or inadequacy of performance by the Contractor, in accordance with the Table of Penalties in the Service Level Agreement.

**8. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**

8.1. The Contractor warrants that it has the requisite skills, expertise, equipment, operations, management and personnel to perform the Services immediately upon the Commencement Date of this Contract and for its entire duration.

8.2. The Contractor warrants that the representations it made in the contents of the Bid Documents as completed by or on behalf of the Contractor which were submitted to SASSA and led it to award the tender to the Contractor on that basis are accurate, truthful and reliable in all respects.

8.3. SASSA acknowledges that the Contractor's warranties are set out above and its performance of the Services under this Contract may be impacted upon to the extent that SASSA may provide materially inaccurate information or may fail in any other respect to comply with material obligations under this Contract and any resultant default on the part of the Contractor shall not be regarded as a breach of this Agreement.

8.4. SASSA warrants that the necessary concurrence or consent has been obtained in terms of section 4(2) (a) of the South African Social Security Agency Act, 2004 (Act No. 9 of 2004) and any other applicable legislation in relation the conclusion of this Agreement.

8.5. Save as set out above, no representations, warranties or undertakings have been given by the Parties to each other and no reliance can be placed on any alleged warranties or representations unless specifically provided for in this Contract.

**9. CORPORATE SOCIAL INVESTMENT**

The Corporate Social Investment programme will be addressed through the Net1 foundation and will support projects that are aligned to the National Government priorities, particularly in the social security sector.

**10. LIMITATION OF LIABILITY**

- 9.1. The Contractor shall not be liable to SASSA for any loss, damage or cost incurred by SASSA in respect of the Services unless such loss, damage or cost is caused by negligence, misconduct or breach by the Contractor.
- 9.2. The Contractor shall not be liable to SASSA for any loss occasioned by any failure on the part of SASSA to fulfil any of its obligations under this Contract, including incorrect or incomplete information supplied and/or late submission of information by SASSA.
- 9.3. SASSA shall not be entitled to institute any claim against the Contractor for damages, losses or otherwise as a result of payments made by the Contractor based on incorrect information supplied by SASSA unless SASSA has notified the Contractor in writing of such error or inaccuracy, at least 2 (two) days prior to the Pay Date.

**11. INTELLECTUAL PROPERTY**

- 10.1. All Intellectual Property of either Party, which is used for the rendering of the Services, shall remain the sole property of the Party and/or the Party's suppliers, where applicable, who owns such Intellectual Property. No Party shall have right of ownership or entitlement to the other Party's Intellectual Property and nothing herein contained shall be construed so as to transfer Intellectual Property from one Party to the other.
- 10.2. All Data kept and held by the Contractor for the purpose of rendering the Services is and shall remain the sole property of SASSA, and the Contractor shall, when requested, provide the Beneficiary information to SASSA.

**12. BREACH AND TERMINATION**

- 11.1. A Party shall be entitled to terminate this Contract upon written notice to the other Party ("the Defaulting Party"):

- 11.1.1. where the Defaulting Party commits a material breach of any of its obligations in terms of this Contract and fails to remedy the breach within 7 (seven) Business Days after receipt of a written notice from the other Party requiring the Defaulting Party to remedy such breach, if such breach is capable of being remedied;
- 11.1.2. where the Defaulting Party ceases or is for any reason whatsoever unable to conduct its business in an ordinary and regular manner, and fails to take reasonable steps to remedy such situation within 20 (twenty) Business Days after receiving written notice to remedy such situation from the other Party; or
- 11.1.3. where any covenant or warranty made by the Defaulting Party, that goes to the root of the Contract, is found to be untrue or incorrect in any material respect.
- 11.1.4. Notwithstanding anything to the contrary herein contained, it is recorded that neither Party shall be entitled to terminate this Agreement save in the event of a material breach by the other, it being recorded that a breach shall not be regarded as material if penalty provisions are catered for in respect of such breach or if such breach is capable of being remedied through specific performance.

### **13. CONFIDENTIALITY**

- 12.1. Unless required by law, the Parties, their employees, officers, agents, vendors and/or service providers must keep confidential and not disclose to any third party the terms of this Contract, any information in connection with any application in respect of a Grant, the results and information relating to each other's technical processes, business affairs or finances, know-how and Intellectual Property acquired in terms of this Contract.
- 12.2. The Contractor must ensure that its employees, officers or agents who will be assigned to this project, each sign a non-disclosure undertaking.
- 12.3. The Contractor shall not use Data belonging to SASSA for any purpose other than for the performance of the Services.
- 12.4. This clause shall continue to be binding on the Parties notwithstanding any termination or cancellation of this Contract or any part thereof.

### **14. DISPUTE RESOLUTION**

- 13.1. If any dispute arises between the Parties in relation to this Contract, the Parties agree to make every reasonable effort to resolve such dispute speedily, amicably and with minimum cost, by mutual consultation.

- 13.2. If mutual consultation has not achieved an amicable resolution within 30 (Thirty) days of the dispute being noted in writing by either Party, either Party may give to the other written notice of its intention to commence with mediation.
- 13.3. The mediator shall be appointed by mutual agreement of the Parties, but if this is not achieved within 5 (five) Business Days from the written demand for mediation, the mediator shall be selected by the Secretary for the time being of the Arbitration Foundation of South Africa ("AFSA") or its successor body.
- 13.4. Mediation proceedings shall be conducted in accordance with the rules or guidelines set by AFSA or as directed by the mediator.
- 13.5. If mediation fails to resolve the dispute within 5 (Five) Business Days after the appointment of the mediator, either Party shall be entitled to commence with legal proceedings.

## **15. APPLICABLE LAW**

- 14.1. This Contract shall be governed exclusively by, and shall be interpreted in accordance with, the laws of the Republic of South Africa.

## **16. ASSIGNMENT, CESSION AND SUB-CONTRACTORS**

- 15.1. Neither of the Parties shall, without the consent in writing of the other - which consent shall not be unreasonably withheld - cede, assign, transfer, charge or in any manner make over this Contract or any of its rights or obligations hereunder or any part thereof to any other person, firm, company, corporation, association or any other entity.
- 15.2. The Contractor shall be entitled to make use of sub-contractors, notwithstanding anything to the contrary herein contained, provided that the identity of all intended sub-contractors is disclosed to SASSA. It is specifically recorded that the Contractor shall be responsible to ensure that its sub - contractors comply with the terms of this Contract.

## **17. SEVERABILITY**

- 16.1. If any clause or term of this Contract should be invalid, unenforceable or illegal, the remaining terms and conditions of this Contract shall be deemed to be severable therefrom (to the extent reasonably possible) and shall continue in full force and effect, unless such invalidity, unenforceability or illegality goes to the root of the Contract.



**18. WAIVER**

- 17.1. If either Party should expressly or impliedly waive its rights arising from any breach of the terms or conditions of this Contract, this shall not prejudice any remedy of the waiving Party in respect of the continuing or other breach of the terms and conditions of the Contract.
- 17.2. No failure, delay, relaxation or indulgence on the part of either Party in exercising any power or right under this Contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any further exercise thereof or the exercise of any other power or right under this Contract.
- 17.3. The expiry or termination of this Contract shall not prejudice the rights of either Party in respect of any antecedent breach or non-performance by the other Party of any of the terms or conditions hereof.

**19. VARIATION**

- 18.1. No amendment, variation or consensual cancellation of this Contract or waiver or relaxation or suspension of this Contract, or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions of this Contract shall be binding unless recorded in a written document and signed by the duly authorised representatives of the Parties.

**20. NOTICES AND DOMICILIA**

- 19.1. The Parties choose as their respective domicilium citandi et executandi their respective addresses set out below, at which addresses all processes and notices arising out of or relating to this Contract and its breach or termination may validly be served upon or delivered to the Parties.
- 19.2. The Parties select the following addresses for this purpose:

**For SASSA:**  
SASSA House  
501 Prodinsa Building  
Cnr Beatrix & Pretorius Streets  
Pretoria

**For the Contractor:**

Cash Paymaster Services (Pty) Ltd  
6<sup>th</sup> Floor West Wing  
President Place  
Rosebank

- 19.3. Either Party may give the other notice of any change in such address.
- 19.4. Any notice given in terms of this Contract shall be in writing.
- 19.5. If notice is delivered by hand it shall be regarded as having been duly received on the date of delivery.
- 19.6. If notice is sent by prepaid registered post, it shall be deemed to have been received by the addressee on the 8th Business Day following the date of posting.
- 19.7. If notice is sent by telefax, it shall be deemed to have been received by the addressee 1 (one) Business Day after despatch.
- 19.8. Notwithstanding the above, a written notice or communication actually received by a Party at its chosen address shall be adequate written notice to such Party.

**21. FORCE MAJEURE**

- 20.1. A Party shall not be liable for a failure to perform any of its obligations in terms of this Agreement insofar as it is able to prove that:
- 20.1.1. such failure was due to an impediment beyond its reasonable control;
- 20.1.2. it could not reasonably have been expected to have taken such impediment and its effects upon such Party's ability to perform into account at the time of conclusion of this Agreement; and
- 20.1.3. it could not reasonably have avoided or overcome the impediment or at least its effects.
- 20.2. For purposes of this clause 21, the following events (which enumeration is not exhaustive) shall be deemed to be impediments beyond the control of each of the Parties, namely :
- 20.2.1. war, whether declared or not, civil war, civil violence, riots and revolutions, acts of piracy, acts of sabotage;
- 20.2.2. natural disasters such as violent storms, cyclones, earthquakes, floods and destruction by lightning;
- 20.2.3. explosions, fires and destruction of plant, equipment, machinery and machines and of any kind of installations; and

20.2.4. acts of authority, whether lawful or unlawful, apart from acts for which the party seeking relief has assumed the risk.

20.3. Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date upon which such impediment ceases to exist, provided that if the impediment continues for a period of more than 30 (thirty) days, either Party shall be entitled to terminate this Agreement by written notice to the other.

**22. ENTIRE AGREEMENT**

This Contract and the incorporated annexures shall represent the entire agreement between the Parties.

**SIGNED AT PRETORIA ON THIS THE 3<sup>RD</sup> DAY OF FEBRUARY 2012.**

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

/s/ Virginia Petersen,  
Chief Executive Officer  
For and on behalf of SASSA  
(duly authorised)

**SIGNED AT PRETORIA ON THIS THE 3<sup>RD</sup> DAY OF THE FEBRUARY 2012.**

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

/s/ Serge Belamant, Director  
For and on behalf of Contractor  
(duly authorised)



# sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

## SERVICE LEVEL AGREEMENT

entered into by and between:

### THE SOUTH AFRICAN SOCIAL SECURITY AGENCY

(Represented herein by Ms Virginia Petersen, in her capacity as the Chief Executive Officer, and being duly authorized thereto)  
(Hereinafter referred to as the "SASSA")

and

### CASH PAYMASTER SERVICES (PTY) LTD

(Represented herein by Dr Serge Belamant, in his capacity as the Chief Executive Officer and being duly authorized thereto)  
(Hereinafter referred to as the "CONTRACTOR")  
(Jointly referred to as the "Parties")



[ *paying the right social grant, to the right person,  
at the right time and place. NJALO!*

South African Social Security Agency

Head Office

SASSA House • 501 Prodlina Building cor. Beatrix & Pretorius Streets

Pretoria • Private Bag X55662 Arcadia • Pretoria 0083

Tel: +27 12 400 2420 • Fax: +27 12 400 2387

[www.sassa.gov.za](http://www.sassa.gov.za)

## TABLE OF CONTENTS

<b>1. DEFINITIONS</b>	<b>1</b>
<b>2. INTERPRETATIONS</b>	<b>4</b>
<b>3. DURATION</b>	<b>4</b>
<b>4. THE SERVICES</b>	<b>4</b>
<b>5. ENROLMENT</b>	<b>5</b>
5.1. BULK ENROLMENT	5
5.2. ON-GOING ENROLMENT	5
5.3. THE ENROLMENT PROCESS: INFORMATION	6
5.4. ENROLMENT PROCESS: CONTRACTOR' S BIOMETRIC SYSTEM	7
5.5. ENROLMENT INFRASTRUCTURE	7
<b>6. PAYMENT CARDS</b>	<b>8</b>
<b>7. PAYMENT COMPLIANCE</b>	<b>9</b>
<b>8. PAYMENT CRITERIA</b>	<b>9</b>
8.1. PAYMENT AVAILABILITY	10
8.2. CASUAL ILLNESS	10
<b>9. FINANCES</b>	<b>10</b>
9.1. TRANSFER OF GRANT FUNDS	10
9.2. UNCLAIMED BENEFITS	11
9.3. STOP PAYMENTS	11
<b>10. INVOICING, PAYMENT AND STATEMENTS</b>	<b>11</b>
<b>11. CONTRACTOR SYSTEM GENERATED RECEIPTS</b>	<b>12</b>
<b>12. PAYMENT DATA</b>	<b>13</b>
<b>13. PAYMENT EQUIPMENT</b>	<b>13</b>
<b>14. CONTRACTOR PERFORMANCE</b>	<b>13</b>
<b>15. CONTRACTOR MANAGEMENT INFORMATION</b>	<b>14</b>
<b>16. INFRASTRUCTURE, EQUIPMENT AND FACILITIES</b>	<b>15</b>

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<b>17.</b>	<b><u>SECURITY</u></b>	<b>16</b>
<b>18.</b>	<b><u>MANAGEMENT COMMITTEES</u></b>	<b>17</b>
<b>19.</b>	<b><u>COMMUNICATION</u></b>	<b>18</b>
<b>20.</b>	<b><u>PENALTIES</u></b>	<b>19</b>
<b>21.</b>	<b><u>OBLIGATIONS OF SASSA</u></b>	<b>20</b>
	21.1. <u>PAYMENT OF FEES</u>	20
	21.2. <u>FUNDING OF GRANTS</u>	20
	21.3. <u>PAYMENT FILE</u>	21
<b>22.</b>	<b><u>TRANSITION ARRANGEMENT</u></b>	<b>21</b>
<b>23.</b>	<b><u>ENTIRE AGREEMENT</u></b>	<b>22</b>

## 1. DEFINITIONS

Unless the context indicates otherwise, the words and expressions set out below shall bear the following meanings and cognate expressions shall bear corresponding meanings.

“**Act**” means the Social Assistance Act, 2004 (Act No.13 of 2004) as amended;

“**Agreement**” means the agreement concluded between the Parties in relation to the Grant payment services rendered by the Contractor to SASSA, to which this SLA is attached;

“**Alternative Identification**” means the documents as prescribed by the SASSA in terms of Regulation 11.1 of the Social Assistance Act of 2004;

“**Beneficiaries**” shall bear the meaning assigned to it in the Act and includes Children;

“**Biometric**” means the method by which a person is uniquely identified by evaluating one or more distinguishable biological trait, based primarily on fingerprints;

“**Business Day**” means Monday to Friday between the hours of 08:00 to 16:00, excluding Saturdays, Sundays or a day which from time to time is proclaimed a public holiday in the Republic of South Africa;

“**Calendar Month**” means a period from the first day of the month to the last day of a month;

“**Card**” means a pocket-sized SASSA branded card with embedded integrated circuits, which is able to store data, process Payment and communicate with a Card Reader;

“**Card Reader**” means an electronic device that verifies the data stored on a Card;

“**Child**” means any person under the age of 18 (eighteen) years who is entitled to benefit directly from a Grant and in respect of whom an application was made for the Grant; “**Children**” shall have a corresponding meaning;

“**Commencement Date**” means 1 April 2012;

“**Contractor**” means Cash Paymaster Services (Pty) Ltd;

“**Data**” means the information (including Biometrics) of Beneficiaries obtained by the Contractor through the execution of the Agreement;

“**Digital Photograph**” means a photograph captured in accordance with the Department of Home Affairs norms and standards;

“**Grant**” means a “*social grant*”, as defined in the Social Assistance Act, 2004;

“**Invoice**” means an original tax invoice reflecting the amount owing by SASSA to the Contractor and which conforms to the provisions of the VAT Act No. 89 of 1991;

“**Parties**” means the South African Social Security Agency (SASSA), the Agency established in terms of section 2 of the South African Social Security Agency Act, 2004 (Act No. 9 of 2004) and responsible for the administration and payment of social assistance in terms of Chapter 3 of the Social Assistance Act, 2004 (Act No. 13 of 2004) and Cash Paymaster Services (Pty) Ltd ( Contractor); a company duly registered and incorporated in terms of the company laws of the Republic of South Africa bearing the registration number 1971/007195/07; and a “Party” shall have a corresponding meaning;

“**Payment**” means the loading of a Grant due to a Beneficiary, as per SOCPEN or SASSA instruction, and the disbursement thereof and “Pay” used in the same context shall have a corresponding meaning;

“**Payment Cycle**” means the period of a month in which Payments are allowed to be effected by the Contractor in accordance with the SOCPEN Payment Extraction and cut-off schedules;

“**Payment Extraction**” means the replica of the Grants report as generated from SOCPEN;

“**Pay Day**” means the Business Day in any given Payment Cycle upon which Payment is to be made by the Contractor, as specified in the Payment Schedule;

“**Payment File**” means the electronic information provided to the Contractor by SASSA, which contains all the information needed to effect Payments to Recipients;

“**Payment Methodology**” means the payment methods of Grants as provided for in the Regulations, which facilitates the Payment of Grants to Recipients at designated Pay-Points or through other alternative payment channels;

“**Pay Points**” means a place designated by SASSA for the Payment of Grants, also referred to as a Pay-Point Facility, which may be fixed or mobile;

“**Payment Schedules**” means the Payment times, dates and venues agreed upon between SASSA and the Contractor;



“**Payment Period**” means the number of days in which Payments are made in a specific month;

“**Payment Team**” mean The Contractor’s employees responsible to effect payment of Grants during the Payment Cycle;

“**Prime Rate**” means the publicly quoted variable prime interest rate as announced from time to time by the Governor of the South African Reserve Bank, calculated at a flat rate.

“**Procurator**” means a person appointed by a Beneficiary or SASSA to receive one or more Grant on the Beneficiary’s behalf in terms of the Act;

“**Province**” means a geographically defined area designated as a Province in terms of the Constitution of the Republic of South Africa, 1996; and “**Region**” shall have a corresponding meaning;

“**Recipient**” means a Beneficiary, Primary Care Giver, a claimant of Unclaimed Benefits or Procurator who is entitled to receive one or more Grants;

“**Registration**” means the electronic capturing and storing of all Recipients’ personal Data and Biometrics, and the issuance of Cards to such Recipients for the purpose of receiving one or more Grant; “**Enrolment**” or “**Enrol**” shall have a corresponding meaning;

“**Services**” means the Enrolment and Payment of all Recipients in the Service Location, regardless of the Payment Methodology, in accordance with and as more fully described in the SLA and detailed in the Bid Documents as defined in the Contract;

“**Service Levels**” means the service levels which the Contractor shall comply with in rendering the Services as set out in this SLA;

“**SLA**” means this Service Level Agreement;

“**Service Location**” means all nine Province/s, as per geographical demarcations in terms of the applicable legislation;

“**SOCPEN**” means the Social Grant Payment System, used to support the processing and Payment of Social Grants;

“**Sub-Contractor**” means a party or parties contracted by the Contractor to render services to or on behalf of the Contractor for the duration of the Contract, while the overall responsibility and accountability of those services remains that of the Contractor;

“**Unclaimed Benefits**” means the amount due to the Beneficiary at the end of the month in which he or she dies, which is paid to a claimant approved by SASSA in terms of the legislation;

“**VAT**” means value added tax in terms of the Value Added Tax Act No. 89 of 1991 or any similar tax on the supply or sale of goods and/or services.

## **2. INTERPRETATIONS**

- 2.1. Any reference to legislation or subordinate legislation is reference to such legislation or subordinate legislation at the date of signature hereof and as amended and/or re- enacted from time to time.
- 2.2. Words importing: (a) the singular shall include the plural, and vice versa; (b) words importing the masculine gender shall include the feminine and neuter genders, and vice versa; and (c) words importing natural persons shall include legal persons, and vice versa.
- 2.3. Where any provision of the SLA requires a Party to perform any act in writing, this requirement will only be satisfied if such performance is made in a written or paper based form. The provisions of the Electronic Communications and Transactions Act 25 of 2002 are expressly excluded from the SLA.
- 2.4. Any term defined within the context of any particular clause in the Service Level Agreement, shall bear the same meaning as ascribed to it for all purposes in terms of the SLA, notwithstanding that the term has not been defined in the definition clause.
- 2.5. When any number of days is prescribed in the SLA, same shall be reckoned exclusively of the first and inclusively of the last day.

## **3. DURATION**

The rights and obligations of the Parties in terms of and pursuant to the provisions of the SLA shall commence on the Commencement Date and shall remain in force until termination of the Agreement.

## **4. THE SERVICES**

- 4.1. The Contractor shall render the Services in terms of and in accordance with the Service Levels contained in the Agreement. The Services include, in broad terms:
  - 4.1.1. Enrolment of all eligible Recipients as per the Enrolment plan to be agreed to by the Parties.
  - 4.1.2. Issuing of Cards to all Recipients.

- 4.1.3. Payment of Grants to all Recipients.
- 4.1.4. Reconciliation of paid, unclaimed and unpaid Grants and allowing SASSA access to reconciled payment information electronically, at no additional cost.
- 4.1.5. Payment of Unclaimed Benefits.
- 4.1.6. Provision of management information.
- 4.1.7. SASSA may, in writing, request further agreed report analysis, which must also be provided at no additional cost.
- 4.1.8. Provision of adequate security during the entire Payment process in accordance with this SLA, including the transportation of money and protection of Recipients and personnel at Pay Points.
- 4.2. Provision of adequate infrastructure at Pay Points in accordance with this SLA.

## **5. ENROLMENT**

The Contractor shall be responsible for two distinct phases of Enrolment which will take place, namely bulk Enrolment (the initial Enrolment of every Recipient at the commencement of the Contract) and on-going Enrolment of new Recipients.

### **5.1. Bulk Enrolment**

- 5.1.1. The bulk Enrolment process shall be in accordance with an Enrolment plan agreed to between SASSA and the Contractor, which Enrolment plan will be concluded by no later than 29 February 2012.

### **5.2. On-going Enrolment**

- 5.2.1. On-going Enrolment will take effect from 1 March 2012 for all new Recipients.
- 5.2.2. The Contractor must manage Enrolment information on a daily basis and must at all times make Enrolment information electronically accessible to SASSA at no additional cost.

**5.3. The Enrolment process: Information**

- 5.3.1. Enrolment process entails the capturing and registration of the following data:
- 5.3.1.1. Name, surname, Digital Photograph (not applicable to Children) and identification number of the Recipient.
  - 5.3.1.2. Current address (physical and postal), cell phone numbers, alternate contact numbers, employment, name and address of school attended by the Child.
  - 5.3.1.3. Grant type.
  - 5.3.1.4. All 10 fingerprints where possible, or two palm prints, or two foot prints (new-born to 6 years) and voice.
  - 5.3.1.5. The place of Enrolment.
  - 5.3.1.6. Enrolment officer' s details,
- 5.3.2. The Contractor shall provide a plan for Enrolment Data capturing, Data storage, Data transfer and Data management, including reporting.
- 5.3.3. All data and the format there-of in respect of Enrolment, payment, reconciliation, statistical and management information files have to comply with SASSA linkage specifications and other specifications set by SASSA.
- 5.3.4. The Contractor must ensure that the 13 digit identification number or Alternative Identification number (7777) issued by SASSA relates to one set of fingerprints, palm print or alternate biometric identification.
- 5.3.5. The Contractor' s system must ensure that at all times there are no duplications.
- 5.3.6. The Contractor' s system must allow for periodic auditing of any changes made to the Beneficiary Data to ensure Data integrity.
- 5.3.7. The Biometric Data captured during Enrolment shall be used for matching and authenticating during Payment process. The Contractor' s Payment solution must allow and enable these business functions.

5.3.8. The Contractor must verify the identity of all Recipients and Children before Enrolment.

5.3.9. The Contractor' s system must interface with the SOCPEN system.

5.3.10 The Parties record that the capturing of the information recorded in clause 5.3.1.2 is an additional function requested by SASSA. The Parties shall discuss the obligation arising from such additional function and agree on the remuneration payable to the Contractor by SASSA in respect thereof as well as the impact on timing/delivery schedules. If the Parties are unable to agree on a suitable remuneration and/or timing/delivery variations, the Contractor shall not be required to render such additional duties or functions.

#### **5.4. Enrolment Process: Contractor' s Biometric System**

5.4.1. Biometric Data processing must allow one (1) to many matching during Enrolment.

5.4.2. The Biometric images and / or templates must conform to International standards and will be accessible, readable and usable by SASSA and should be transferred to SASSA on a monthly basis.

5.4.3. Beneficiaries will be Enrolled from an encrypted SOCPEN file provided by SASSA.

5.4.4. Enrolment Data will be used to enable the life certification process during Payments.

#### **5.5. Enrolment Infrastructure**

5.5.1. The Contractor must ensure that:

5.1.5.1.all Enrolment workstations are at all times fully capacitated to capture all the relevant data;

5.1.5.2.there are adequate basic facilities (including shelter, ablution facilities, drinking water, chairs) during Enrolments and facilities are accessible for older persons and people with disabilities, and mothers with young children;

5.1.5.3.Enrolments are carried out in order of vulnerability;

5.1.5.4.for roving Pay Points, Enrolment does not impact on the Payment of Beneficiaries at subsequent Pay Points;

**6. PAYMENT CARDS**

- 6.1. The Contractor must issue a Card to every Recipient at Enrolment on/before the next Payment Cycle.
- 6.2. The Contractor must ensure that the Card provides for enhanced protection of the information and is durable and able to withstand rigorous use.
- 6.3. The following minimum information must be stored on the Card:
  - 6.3.1. 13 digit Identity number or Alternative Identification number of the Recipient;
  - 6.3.2. Biometric Information; and
  - 6.3.3. Digital Photo of the Beneficiary.
  - 6.3.4. Ensure that the Card is able to interoperate at the banking infrastructure connected to the National Payment System or Pay Point infrastructure in order to provide the Beneficiary or Recipient with full flexibility and choice.
- 6.4. The Contractor must provide the first Card at Enrolment at no cost to SASSA or the Recipient.
- 6.5. Only one Card will be issued to the Beneficiary irrespective of the number of Grants that the Beneficiary receives, and no Cards will be issued to Children
- 6.6. The Grant Recipient must present the Card to access Payment.
- 6.7. The Card shall provide the Recipient flexibility for Payment.
- 6.8. In terms of Card Replacement:
  - 6.8.1. The Contractor shall, in the case of technical fault on the Card, be responsible for the replacement Card at its own cost.
  - 6.8.2. The Contractor shall replace Cards that are lost/damaged or have a technical fault within 3 (three) Business Days after the Recipient has notified the Contractor to enable collection of the Card by the Beneficiary before or at the next payment cycle either at SASSA' s offices or at the Pay Point as specified on the Card replacement application.
  - 6.8.3. In cases of damaged or lost Cards, the replacement will be at the Beneficiaries' cost, which cost shall not exceed R20.00.
  - 6.8.4. The replacement cost will be per arrangement between the Contractor and the Beneficiary; however, there will be no direct deduction from the Grant amount. A receipt must be issued to the Beneficiary upon Payment.

6.8.5. Replacement Cards and costs charged must be monitored as part of the Management information.

6.8.6. The Contractor must be in a position to provide monthly records or reports to SASSA in relation to Recipients whose Cards were replaced and costs associated with such replacements per Recipient.

## **7. PAYMENT COMPLIANCE**

7.1. The Contractor shall provide details on the measures that the Contractor will put in place to:

7.1.1. ensure that the right person is paid the correct amount.

7.1.2. ensure that there are effective measures are in place to detect, prevent and report fraud.

7.1.3. ensure that all Payments are effected upon authentic verification.

7.1.4. ensure that Payments to Recipients are effected not in contravention with any laws.

7.1.5. ensure Payment of the right amount, to the right person and at the right time.

7.1.6. ensure that Payment occurs under humane and dignified conditions in accordance with Batho Pele principles.

7.1.7. ensure that the Beneficiary receives only the Social Grants amounts they are eligible for during the Payment Cycle. In the event that incorrect payments are made, the Contractor shall be directly liable for any costs associated with the double payments.

7.2. Where false rejection of fingerprints or palmprints occurs, pay the Recipient on the presentation and identification of a valid South African 13 (thirteen) digit bar coded identity document or acceptable Alternative Identification, subject to written approval and positive identification by SASSA' s help desk official. A copy of this approval is to be retained by both the authorising SASSA official and the Contractor.

7.3. Where payment has occurred under the conditions referred to in 7.2 above, the Contractor must be able to prove at any time that such payment was approved by SASSA.

## **8. PAYMENT CRITERIA**

The following criteria are performance related and will form part of the Contract.

**8.1. Payment Availability**

- 8.1.1. Payment to Recipients will take place over the period of a Calendar Month, in accordance with the Payment Schedule and the relevant legislation.
- 8.1.2. The Parties must agree on the above referred Payment Schedule 6 (six) months in advance. Adjustments due to unforeseen reasons can be agreed to by the Parties.
- 8.1.3. Ensure that as soon as an application has been approved by SASSA and communicated to the Contractor, the Recipient is enrolled before or by the next payment cycle.
- 8.1.4. Payment at fixed Pay Points must be available during Business Days and Payment teams are not to leave the fixed Pay Points earlier than an agreed upon time.
- 8.1.5. Cash payment of Grants at any Pay Point, whether portable or mobile, is not to continue after 16H00, or take place on days not designated as Pay Days, except by arrangement by both Parties.
- 8.1.6. When a Payment Team is ready to leave any Pay Point, consultation between SASSA' s official, where applicable the committee member representing Recipients at a Pay Point, and the Payment Team leader must take place in order to ensure that Recipients remain informed and every reasonable effort has been made to pay every Recipient.

**8.2. Casual Illness**

- 8.2.1. Provision is to be made by the Contractor for the Payment of the Recipients, as provided for by the legislation, in accordance with the following procedure, in the event of Casual Illness of a Recipient:
  - 8.2.1.1. The Beneficiary will duly authorise a nominee to collect his Grant on his behalf.
  - 8.2.1.2. This authorisation is to be captured on the approved SASSA form or a letter, on which the thumb print, names and identity numbers of both the Beneficiary and the Procurator are clearly displayed.
  - 8.2.1.3. The local district office is to approve the request, by stamping and signing the form.

**9. FINANCES****9.1. Transfer of Grant Funds**

- 9.1.1. SASSA agrees to make available the funds required by the Contractor, which will be utilized for the rendering of the Services. The funds required during any given Payment Cycle will be paid to the Contractor at least 2 (two) business days prior to the Pay Day, the payment day being the 1<sup>st</sup> (first) day (or the next business day) of each month.



- 9.1.2. The Contractor will have nine (9) dedicated bank accounts specifically and only for Grant transfers. These accounts must be at a registered South African Bank;
- 9.1.3. On the 20th (twentieth) day of every month or the Business Day prior, the Contractor shall provide SASSA with an advance projection requirement for the funding of Grants for the first 5 days of the next Payment Cycle. One day after the provision of the Payment Extraction, the Contractor shall provide SASSA with a second advance funding requirement for the remainder of the days of the Payment Cycle which second advance, together with the first advance, shall equal the total payment extraction as per SOCPEN.
- 9.1.4. The pre-funding and staggering of payments shall be in accordance with SASSA' s Pay File.
- 9.1.5. Bank charges incurred on the Contractor' s bank account will be for the account of Contractor.
- 9.1.6. The Contractor must, as part of the reconciliation process, refund SASSA all un-Paid pre-funded Grant amounts, with actual interest earned thereon, within four (4) business days after the SOCPEN cut-off date.
- 9.1.7. The Contractor' s system must provide management and reconciliation information to SASSA at the end of each Payment Cycle. The Payment and reconciliation reports must list Recipients, amounts Paid, Payment dates and unpaid Grants.

## **9.2. Unclaimed Benefits**

- 9.2.1. The Contractor shall arrange to pay the Unclaimed Benefits to the claimant as approved by SASSA.

## **9.3. Stop Payments**

- 9.3.1. SASSA may instruct the Contractor, not later than 2 (two) Business Days prior to the Pay Day, to stop Payment and the Contractor must comply with such instruction falling which the Contractor will carry the costs for such transactions.

## **10. INVOICING, PAYMENT AND STATEMENTS**

- 10.1. The Contractor must submit an original Invoice and a reconciliation of Payments as well as management information reports to SASSA within 7 (seven) Days after the end of the Payment Cycle.

- 10.2. SASSA shall, notwithstanding dispute in relation to an Invoice, effect payment not later than thirty (30) days after the date of receipt of the Invoice and reconciled Payment report from the Contractor and payment shall be in accordance with the following:
- 10.2.1. Payment of an Invoice will not, subject to clause 10.2, be effected before verification to the final SOCPEN reconciliation numbers, services rendered, and management information required in terms of the SLA has taken place.
- 10.2.2. In the instance of errors and or disputes of the Invoices, the Contractor will be informed in writing thereof within 7 (seven) days of receipt of any Invoice and will affect the necessary changes in the event of an error and or respond within (2) two business days of such written notification.
- 10.2.3. In the event of an overpayment arising from clause 10.2, SASSA shall be entitled to recover any proven overpaid amounts from the next invoice.
- 10.3. SASSA shall make all payments into the Contractor' s nominated bank account. The bank account details shall be noted on each invoice. Changes in banking details shall be communicated to SASSA in writing, when applicable no later than 7 days prior to any payment due to allow for verification. The Bank account shall be verified according to SASSA and National Treasury standards.
- 10.4. Immediately upon SASSA making payment of an Invoice, in full, by way of bank transfer, SASSA' s liability towards the Contractor in relation to such Invoice will be deemed to have been complied with.
- 10.5. All original Invoices must be delivered to SASSA' s address as stated in the Contract.
- 10.6. The Contractor shall issue a consolidated monthly Invoice in accordance with each Payment File with detailed information for each Province, for the applicable Payment Cycle, indicating:
- 10.6.1. Fees for the total number of Recipients paid out as per the SOCPEN reconciliation report; and
- 10.6.2. Any other services rendered, as agreed between SASSA and the Contractor.
- 10.7. The Contractor must submit a statement of account monthly to SASSA.
- 10.8. Invoices paid later than the due date shall bear interest at the Prime Rate, calculated from and including the due date.

## **11. CONTRACTOR SYSTEM GENERATED RECEIPTS**

- 11.1. The Contactor shall ensure the following:

- 11.1.1. A system-generated receipt is given to each Recipient as proof of Payment received. The receipts will amongst others indicate the next Pay Day;
- 11.1.2. Receipts are balanced daily with the Grants Paid;
- 11.1.3. An electronic copy of all receipts is available to SASSA on request; and
- 11.1.4. Any queries from Recipients, which may occur in respect of Payments, are to be resolved by the Contractor within ten (10) Business Days.

## **12. PAYMENT DATA**

- 12.1. All Data obtained by the Contractor in order to provide the Services shall be stored and maintained by the Contractor on a separate and distinct information technology database which shall be SQL compliant.
- 12.2. All Payment records, Data and Biometric Data shall remain the property of SASSA, and may not be altered or disposed of without prior approval of SASSA.
- 12.3. SASSA shall have access to and be entitled to utilize, for the maintenance and development of its own systems, all the Data in the Contractor' s possession.
- 12.4. The Payment solution must have appropriate record keeping and transaction Data security provisions.
- 12.5. The Contractor shall ensure that SASSA is able to access the electronic data in respect of Enrolment, Payment information, statistical information, management information and any other agreed upon relevant information at any given time.

## **13. PAYMENT EQUIPMENT**

- 13.1. Enhancement or replacement of faulty technology or obsolete equipment will be for the account of the Contractor.
- 13.2. The equipment used for Payment must be accessible to Recipients with disabilities.
- 13.3. There should be no intermediary between the Cash dispenser at the Pay Point and the Recipient; the Recipient must be the only person to remove the money from the Cash dispenser.
- 13.4. Ownership of the automated Payment equipment and systems remains with the Contractor.

## **14. CONTRACTOR PERFORMANCE**

- 14.1. The Contractor may not transfer a Recipient from one Pay Point to another.

- 14.2. The Contractor must be able to Pay the Recipient anywhere subsequent to the official Pay Day having elapsed, but prior to the last day of the Payment Cycle.
- 14.3. The Contractor may not combine, close or relocate Pay Points, unless both Parties have agreed to such action in writing.
- 14.4. The Contractor shall not override the Payment system or any Payment related instruction, except where it is confirmed that funds have been generated by SOCPEN for Payment to a Recipient and the Contractor' s system is unable to read the Card or positively identify a Recipient through Biometrics, arrangements may be made to ensure that the Recipients are Paid by manual process.
- 14.5. In the case of a lost Card, the principle of "no Card no payment", will apply. However, if the replacement period of three (3) Business Days for reported lost Cards is not met, Payments must be affected by the Contractor, and the Contractor will bear all the risks with such Payment.
- 14.6. The Contractor will provide exception reports of all transactions exceeding R5000.00 (five thousand Rand) monthly, one day after SOCPEN data is available. The Contractor may effect retrospective Payments exceeding R5000. 00 (five thousand Rand) unless advised otherwise, in writing, two days prior to the commencement of the Payment Cycle, by the designated provincial representative of SASSA as per the applicable procedures.
- 14.7. The Contractor will reconcile the Payment Files received from SOCPEN after conclusion of the Payment Cycle in accordance with the SOCPEN cut-off schedules.

## **15. CONTRACTOR MANAGEMENT INFORMATION**

- 15.1. The Contractor will provide SASSA with or enable SASSA to acquire reports from the database and ensure the ability to create customized reports in order to provide inter alia the following management information:
  - 15.1.1. Payment Audit Trail.
  - 15.1.2. Banking / Personal Information Exceptions.
  - 15.1.3. Method of payment in terms of Pay Points, merchants and banks.
  - 15.1.4. Migration of payment methods.
  - 15.1.5. Pay Point management.
  - 15.1.6. Number of replacement Cards issued.
  - 15.1.7. Identification method.

- 15.1.8. Proof of life.
- 15.1.9. Unpaid Grants.
- 15.1.10. Change of Beneficiary detail.
- 15.1.11. Large amounts paid, Enrolment statistics, stop payment instruction.
- 15.1.12. Unclaimed Benefits.
- 15.1.13. Information with regards to casual illness (including numbers, locality).

## **16. INFRASTRUCTURE, EQUIPMENT AND FACILITIES**

- 16.1. All payment equipment must be able to operate at places where no electricity is available. For locations that normally have electricity; an alternative pay out mechanism must exist in the event of power failure to enable normal payments functions to be resumed within one hour.
- 16.2. The equipment used for Enrolment and payment of Beneficiaries/Recipients shall in all instances be accessible to all Recipients.
- 16.3. Payment teams shall have technical expertise to attend to all technical issues.
- 16.4. Should a fault occur with an automated cash dispenser which results in a disruption of grant payments, such fault must be rectified with the least inconvenience to Recipients.
- 16.5. If the fault cannot be rectified at the Pay Point within 1 (one) hour, the affected equipment must be replaced with a suitable backup unit.
- 16.6. The preparation and clean-up of the Pay Point is the sole responsibility of the Contractor to leave it in the same condition as when the Payment Team arrived.
- 16.7. Pay Point infrastructure including venues, seating, water, ablution facilities and fencing will be progressively improved to meet minimum norms and standards in line with a plan jointly developed by the Parties. The objective being to ensure that over time there are no Pay Points which operate in open spaces or in facilities which are not conducive to the service provided.
- 16.8. No hawkers, money lenders and other vendors or unauthorized individuals will be allowed on the premises of Pay Points during Payment Period.
- 16.9. The Contractor shall implement a queue management system to assist with crowd control.
- 16.10. The Contractor shall supply all Equipment, including industry standard hard and software necessary for Enrolment and the Payment of Grants.

16.11. The Contractor will continue to be responsible to:

16.11.1. Maintain its equipment;

16.11.2. Upgrade equipment, including hard and software on a regular basis to ensure that it is the most suitable equipment to run the System;

16.11.3. Provide and execute all back-up procedures;

16.11.4. Replace all lost or stolen equipment;

16.11.5. Provide local support in terms of technology, resources, money delivery and security in order to effect Payment as agreed to from time to time to address specific needs and requirements to operate the system.

## **17. SECURITY**

17.1. The Contractor must be responsible for the provision of adequate security for cash in transit, resources and the safety of Beneficiaries and personnel at Pay Points.

17.2. A security team for each pay team shall consist of a minimum of 4 armed, registered security guards. Of these four, three must be at least a Grade C status while the remainder must be at least a Grade D status. Any deviation will have to be mutually agreed to.

17.3. Each guard used must have successfully completed formal security training commensurate with specified training requirements as laid down by the Security Industry Regulation Authority (SIRA). In addition all guards used in this SLA must be registered as security officers in terms of the appropriate security legislation.

17.4. Where a Pay Point is fenced, the Contractor must ensure that unauthorized persons are not allowed within the premises and not closer than twenty (20) metres from the fence, where possible.

17.5. In situations where the Pay Point is not fenced, the Contractor must ensure that unauthorized persons are restricted to remain at least one hundred (100) metres away from the cash dispensing machines, where possible.

17.6. The Contractor must ensure that the requirement in respect of restricted access to the Pay Point by vendors, hawkers, etc. as stated above, are adhered to.

17.7. The Contractor shall ensure provision of adequate safety, emergency and basic first aid care for Recipients at Pay Points.

**18. MANAGEMENT COMMITTEES**

- 18.1. The Parties shall as soon as is practicable after the Commencement Date, but at least no later than 30 April 2012, constitute and convene a national steering committee, provincial/regional management committee, as well as a local management committee, which will be chaired by persons so designated by SASSA.
- 18.2. Unless otherwise agreed upon by the Parties in writing, the national steering committee, provincial/regional management committee and the local management committee shall meet monthly, and are charged with and shall have responsibility for liaison and mediation between the Parties regarding the matters contained in the SLA. Provided that the national steering committee shall concern itself with strategic issues whilst the other committees shall concern themselves with operational matters;
- 18.3. The provincial / regional / national management committee shall in good faith discuss all disputes arising between the Parties with regard to the Services.
- 18.4. There shall be no quorum of the provincial/regional management committee unless at least three representatives of the Contractor and of SASSA are present.
- 18.5. Decisions of the provincial/regional management committee shall where possible be taken on a consensus basis. Where no consensus can, within 5 (five) Days, be reached by the provincial/regional management committee, the matter will be referred in writing to the national steering committee.
- 18.6. Save for the above, all of the abovementioned committees must regulate their own affairs and procedures for the due and proper fulfilment of their respective functions and responsibilities, subject to the principle that the committees shall in all deliberations and decisions act in good faith and strive to find fair and equitable solutions to all disputes. Formal minutes will be taken by a representative of SASSA at each management committee meeting and will be distributed within 5 (five) days from date of the meeting to all members of the management committee.
- 18.7. Members:
- 18.7.1. All the above mentioned committees shall comprise of 6(six) permanent members, 50% (fifty per cent) of whom shall be appointed by the Contractor and 50% (fifty per cent) of whom shall be appointed by SASSA.

- 18.7.2. The committees shall be notified in writing by the Party concerned of any appointment or removal of a member of that committee. Both Parties shall be entitled to appoint alternate members of the committee on not less than 5 (five) days advanced written notice to the committee to that effect, which appointments shall remain effective until written notice to the contrary is given to the committee.
- 18.7.3. If a quorum is not present at a meeting of any of the committees, the Chairperson of the meeting shall postpone the meeting for a period of 4 (four) Business days and notice of such postponed meeting, including the date, time and place of same shall be sent by SASSA to all members of the concerned committee.

## 19. COMMUNICATION

- 19.1. Communication to the Recipients in respect of the Services will be a joint responsibility of the Contractor and SASSA.
- 19.2. The Contractor accepts however, the responsibility of developing the overall communication plan whereby the Community will be informed of:
- 19.3. The changes in respect of the payment delivery system;
- 19.4. The Enrolment process, dates and venues;
- 19.5. The payment schedule and venues;
- 19.6. Disseminate information to the beneficiaries, via payment receipts, as and when requested;
- 19.7. All communication with the beneficiaries will take place with the approval, and where possible the participation of SASSA;
- 19.8. The most appropriate media and channels will be selected to communicate with the beneficiaries, depending on the type and content of the messages to be communicated;
- 19.9. Communication to the media shall be:
- 19.9.1. the joint responsibility of SASSA and the Contractor where it relates to the services provided by The Contractor;
- 19.9.2. the sole responsibility of SASSA where it relates to the procedures of the Agency; and
- 19.9.3. the sole responsibility of the Contractor where it relate to the systems and technology of the Contractor.



**20. PENALTIES**

20.1. The paramount requirement is the provision of an efficient and smooth Payment process of Grants to Recipients. Penalties are intended to advance corrective action by the Contractor. The following specific penalties shall apply for the non- performance listed hereunder:

<b>Key Performance Area</b>	<b>Key Performance Indicators and Requirement</b>	<b>Method of measurement</b>	<b>Application of Penalty</b>
Bulk and on - going Enrolment of Recipients	Enrolment of all current and new Recipients who present themselves for Enrolment during scheduled hours	Non Enrolment of Recipients	Contractor to ensure Enrolment takes place on alternative date which should not be later than three days at Contractors' costs
Payment	Payment of all Recipients	Failure to pay Recipients who present themselves for Payment on a Pay Day during Business Hours	Contractor to ensure Payment within 24 hours at Contractors cost; and Provision of transport and refreshments for the effected Recipients
	Perform the Services at Pay Points within normal working hours (8h00 to 16h00) on Business Days; or as agreed to between the Parties.	Non adherence to the agreed to Payment times whether due to equipment failure or any other reason – whether foreseen or unforeseen.	Provision of transport and refreshments for Recipients, at the cost of the Contractor here the Contractor is the wrongful Party in terms of: Starting later than 09:00 - provision of refreshments; Finishing after 16:00 - provision of transport and refreshments
Security	Provision of security at Pay Points in line with the specified numbers or as agreed; grading and training specifications	Lack of visibility of security and/ or failure to provide security	50% of the service fees for the affected Pay Points as per the electronic payment tally roll for the Contractor's Pay Team.

Key Performance Area	Key Performance Indicators and Requirement	Method of measurement	Application of Penalty
Service Standards	Service Standards to be at a minimum of 95% per month. Specific criteria which will measure the Service standards will be agreed upon during the first Management Committee meeting.	Non adherence to the prescribed specifications of having less than 5% of drop in Service per month	1% of the overall service fees of the Contractor for the month in which the service standards deteriorated below 95%.

## 21. OBLIGATIONS OF SASSA

SASSA is obliged to adhere to the following to enable the Contractor to deliver the required Services.

### 21.1. Payment of Fees

21.1.1. SASSA shall effect payment of Invoices rendered by the Contractor timeously, in accordance with the Agreement.

21.1.2. The Contractor will recover from SASSA any cost incurred (if any) by the Contractor due to, late or non-payment, after the lapse of the agreed period (30 days) plus interest at the Prime Rate.

### 21.2. Funding of Grants

21.2.1. SASSA shall effect the funding of Grants 2 (two) working days before the Pay Day.

21.2.2. The Contractor may recover from SASSA, the cost incurred (if any) by the Contractor due to the late- or non-transfer of the funding for Grants as aforementioned, which amount shall be recovered by offsetting the cost against the interest benefits accrued on funds paid in advance.

21.2.3. SASSA cannot penalise the Contractor for failure to effect Payment, due to the delay or failure by SASSA to transfer the funding for Grant Payments.

**21.3. Payment File**

21.3.1. SASSA shall deliver the Payment File before the agreed Pay Day as per the SOCPEN cut-off schedule.

21.3.2. SASSA cannot penalise the Contractor for failure to effect Payment, due to delay or failure by SASSA to provide the Payment File on the due date.

**22. TRANSITION ARRANGEMENT**

22.1. The Parties recognize that there will be a transitional phase during the initial stages of this Agreement during which the Parties shall work towards full implementation of the Contractor's Payment system.

22.2. With effect from the Commencement Date the Contractor will assume full responsibility for the Payment of all Grants to ensure a seamless transition.

22.3. SASSA undertakes to provide the Contractor with the relevant information and Grant funding to enable Payment of all Grants from Commencement Date.

22.4. The following interim arrangement shall apply:

22.4.1. Payments through electronic transfer into a Recipient's bank account (ACB) - The Contractor will ensure that each ACB Payment is affected to the Recipients' current bank account until such time as the Recipient is Enrolled. The cost of such transfer will be for the Contractor;

22.4.2. Recipients previously Paid by Sekulula - The Contractor will issue a MasterCard branded magstripe card that will facilitate payment to the Recipient until such time as the Recipient is Enrolled; and

22.4.3. Cash - The Contractor will issue a MasterCard branded magstripe card that will facilitate payment to the Recipient at his/her designated Pay Point until such time as the Recipient is Enrolled.

22.5. During the interim arrangement it is specifically recorded that Recipients may not be Biometrically Enrolled or verified, but will be paid.

22.6. SASSA shall pay the Contractor the cost of the MasterCard issued pursuant to this clause 22.4.2 and 22.4.3, in addition to the Firm Fees as contemplated and defined in the Contract.

22.7. The Parties must agree on a contingency plan for this process as part of the continuity and risk mitigation plan in terms of Enrolment, Payments, queue management, security and all other aspects affecting the grant Recipients and the entire Payment process.

**23. ENTIRE AGREEMENT**

This Service Level Agreement and the incorporated documents represent the entire Agreement between Cash Paymaster Services (the Contractor) and the South African Social Security Agency (SASSA).

**SIGNED AT PRETORIA ON THIS THE 3<sup>RD</sup> DAY OF FEBRUARY 2012.**

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

/s/ Virginia Petersen,  
Chief Executive Officer  
For and on behalf of SASSA  
(duly authorised)

**SIGNED AT PRETORIA ON THIS THE 3<sup>RD</sup> DAY OF FEBRUARY 2012.**

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

/s/ Serge Belamant, Director  
For and on behalf of Contractor  
(duly authorised)

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**Net1 concludes SASSA Contract and Service Level Agreement**

Johannesburg, South Africa, February 6, 2012 - Net 1 UEPS Technologies, Inc. ("Net1") (NASDAQ: UEPS, JSE: NT1) today announced that its wholly owned subsidiary, Cash Paymaster Services ("CPS") has signed a contract and service level agreement with the South African Social Security Agency ("SASSA") in terms of the award of the national payment tender as announced on January 17, 2012.

Under these agreements, CPS will effect payment, on behalf of SASSA, of social grants to all persons who are entitled to receive such grants in all of South Africa's provinces. CPS' primary services include the enrollment of all eligible recipients, issuance of a smart card to each recipient and the biometric validation and payment of social grants to such recipients. The term of the agreements commences on April 1, 2012 and terminates on March 31, 2017.

"Now that the contract and service level agreement with SASSA has been concluded, we look forward to the implementation of our solution," said Dr. Serge Belamant, Chairman and CEO of Net1. "We are ready and committed to provide SASSA and the grant recipients with the highest level of service and payment security and look forward to the execution of this critical responsibility for the next five years," he concluded.

**About Net1 ([www.net1.com](http://www.net1.com))**

Net1 is a leading provider of alternative payment systems that leverage its Universal Electronic Payment System, or UEPS, to facilitate biometrically secure real-time electronic transaction processing to unbanked and under-banked populations of developing economies around the world in an online or offline environment. In addition to payments, UEPS can be used for banking, healthcare management, payroll, remittances, voting and identification.

Net1 operates market-leading payment processors in South Africa, Republic of Korea, Ghana and Iraq. In addition, Net1's proprietary Mobile Virtual Card technology offers secure mobile payments and banking services in developed and emerging countries while its MediKredit and XeoHealth subsidiaries provide its proprietary 5010 and ICD-10 compliant real-time claims adjudication system.

Net1 has a primary listing on the Nasdaq and a secondary listing on the JSE Limited.

**Forward-Looking Statements**

This announcement contains forward-looking statements that involve known and unknown risks and uncertainties. A discussion of various factors that cause our actual results, levels of activity, performance or achievements to differ materially from those expressed in such forward-looking statements are included in our filings with the Securities and Exchange Commission including the risk factors related to our SASSA contract. We undertake no obligation to revise any of these statements to reflect future events.

**Investor Relations Contact:**

Dhruv Chopra

Vice President of Investor Relations

Phone: +1-212-626-6675

Email: [dchopra@net1.com](mailto:dchopra@net1.com)