

SERVICE LEVEL AGREEMENT

between

THE SOUTH AFRICAN HERITAGE RESOURCES AGENCY

(A statutory body established in terms of section 11 of the National Heritage Resources Act,
1999 (Act 25 of 1999)

(Hereinafter referred to as “SAHRA”)

Represented by Mmabatho Ramagoshi in her capacity as Acting Chief Executive Officer of
the South African Heritage Resources Agency)

and

The SAHRIS Users and Partnering Institutions

(Hereinafter referred to as “The Users”)

(Collectively referred to as the “Parties”)

Please note this is a template and minor changes and corrections may apply should a partnering institution wish to engage in a more formal arrangement as detailed in certain sections of this SLA. The SLA should also be read in principle as SAHRA’s level of commitments to all the users of SAHRIS.

Foreword

This Service Level Agreement forms part of the Memorandum of Agreement entered into between the THE USERS and The South African Heritage Resources Agency (SAHRA). This Service Level Agreement rescinds and replaces any previous or interim Service Level Agreement with THE USERS for SAHRIS implementation, Hosting and Support.

Approval

The signatories hereof, being duly authorised thereto, by their signatures hereto authorise the execution of the work detailed hereto, or confirm their acceptance of the contents hereof and authorise the implementation/adoption thereof, as the case may be, for and on behalf of the parties represented by them.

Mmabatho Ramagoshi
Acting CEO, SAHRA

Date

References

1. National Heritage Resources Act 1999 (Act 25 of 1999)
2. National Environmental Management Act 1998 (Act 107 of 1998)
3. Constitution of South Africa
4. Government Wide Enterprise Architecture 2009
5. Promotion of Access to Information Act 2000 (Act 2 of 2000)
6. State Information Technology Agency Act (Act 88 of 1998), as amended, (Act 38 of 2002)
7. Public Service Act 1994 (Proclamation 103 of 1994)
8. Electronic Communications Security (Pty) Ltd Act 2002 (Act 68 of 2002)
9. Public Services Regulations 2001

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Amendment History

| Revision No | Date | Change Request No. | Pages Changed |
|--------------------------|------|--------------------|----------------|
| Version 1.0 document) | | None | All Pages (new |

1. Introduction

This SLA has three elements:

- i) Implementation of the new SAHRIS system;
- ii) Hosting of SAHRIS; and
- iii) Support of SAHRIS

SAHRIS is provided free of charge but full coverage of the development costs after 31 October 2014 are not guaranteed by SAHRA and may be shared by members of the SAHRIS Partnership Committee.

1.1 Migration cost

There is currently no charge for migrating existing data held by museums and heritage authorities into SAHRIS.

2. Scope of Work

- a) The implementation of SAHRIS comprises of:
 - i) Training of staff on the effective operation of SAHRIS
 - ii) Setup of templates specific to the relevant partner
 - iii) Migration of data
 - iv) Convening regular Partnership Committee meetings

- b) The operational maintenance and support:
 - i) Functional support
 - ii) Application support
 - iii) Hosting services

3. Parties to this Service Level Agreement

The parties to this SLA are:

- a) The South African Heritage Resources Agency (SAHRA); and
- b) THE USERS

4. Statement of Purpose of the Service Level Agreement

- a) The purpose of this Service Level Agreement, which is subsidiary to the Memorandum of Agreement, is to establish the relationship between SAHRA and THE USERS for the adoption, implementation and hosting of SAHRIS.

5. Definitions and Abbreviations

For the purposes of this Service Level Agreement, unless the context otherwise indicates, the definitions in the Memorandum of Agreement shall govern this Service Level Agreement. The definitions and abbreviations for the terms indicated in this Service Level Agreement are detailed in Annexure G.

6. Duration of this Service Level Agreement

This Service Level Agreement shall commence on 17 May 2013.

7. Review of this Service Level Agreement

- a) This Service Level Agreement shall be subject to an annual review and renegotiation in terms of the conditions of the Memorandum of Agreement, to allow for requirements change which must be agreed to by the Parties.
- b) The review of this Service Level Agreement will be done at the Partnership Committee meetings held at least every 12 months between the parties.
- c) In the event that there are any changes to the National Heritage Resources Act (Act 25 of 1999) or other directly applicable legislation, which may materially affect the Service Level Agreement, the parties will be entitled to request the review thereof.

8. Amendments

- a) No alteration of, variation of or amendment to this Service Level Agreement is of any force and effect unless it is reduced to writing and signed by the Parties.

9. Termination and Disputes

- a) This Service Level Agreement may be terminated in terms of the Memorandum of Agreement.
- b) If any term, condition or provision of this Service Level Agreement is declared to be invalid, illegal, unlawful or unenforceable;
 - i) that term, condition or provision shall be severed from the remaining terms, conditions and provisions of this Service Level Agreement without affecting the validity or enforceability of the remaining terms, conditions and provisions;
 - ii) where possible and appropriate, this Service Level Agreement shall be amended in writing by the Parties to remedy the defect in a manner consistent with the

- remainder of this SLA and which best serves the objectives of this Service Level Agreement;
- iii) where the term, condition or provision of this Service level Agreement cannot be severed without affecting the overall validity and enforceability of this Service level Agreement, this Service Level Agreement shall terminate;
 - iv) where this Service level Agreement is terminated, any remaining obligations shall be submitted as a dispute and resolved in terms of the Memorandum of Agreement; and if the THE USERS is dissatisfied with mandatory or optional services provided by SAHRA, the THE USERS may refer the matter for dispute resolution.

10. Service Reviews

- a) Service Review meetings will be held at least every 12 months. These meetings will be convened by SAHRA and will take place at a venue as indicated by SAHRA. The SAHRIS ICT Officer or his designee will attend Service Review Meetings. Representatives from The Partnership Committee will attend the Service Review Meetings on behalf of THE USERS.
- b) A service report will be produced by SAHRA on a quarterly basis and will be discussed at the Service Review Meetings. The format of the Service Report is attached as Annexure E.
- c) Minutes of the Service Review meetings are to be provided by the SAHRIS ICT Officer and circulated to all attendees and persons identified in the distribution list of the minutes within 5 business days after the meeting.
- d) The Service Review Meetings will provide input for the Service Improvement Program which will include:
 - i) Action Plans for the resolution of service level non-conformances; and
 - ii) Corrective Action Requests from the applicable business unit managers.

11. Responsibilities and Obligations

1.1 Responsibilities

Annexure C details the responsibilities of the THE USERS and SAHRA in terms of this specific service.

1.2 SAHRA's Obligations to the THE USERS

- a) SAHRA and its employees, agents and subcontractors shall comply with all management systems and reporting procedures required by the THE USERS as it relates to the SAHRIS Service.
- b) Upon signing of this Service Level Agreement, SAHRA shall make an originally signed copy of this Service Level Agreement available to the [Representative] or his/her designee.

- c) SAHRA shall ensure that the relevant SAHRA personnel involved in services to be delivered under this Service level Agreement are informed of the contents of this Service Level Agreement and receive updates where necessary.
- d) SAHRA will ensure alignment of the SAHRA disaster recovery strategy as agreed within this Service Level Agreement.

1.3 THE USERS's, represented by the Partnership Committee, obligations to SAHRA

The Partnership Committee's designee shall be responsible for:

- i) Providing SAHRA with written instructions for services in terms of this Agreement and with all information required to realise this SLA
- ii) Providing SAHRA with the THE USERS's Strategic and Annual Performance Plans where applicable;
- iii) Informing SAHRA management of any unacceptable situation, service levels or non-conformance and specify the impact thereof, as soon as detected;
- iv) Advising SAHRA of significant changes in usage forecasts, planned implementation of future changes or new service requirements whether SAHRA will be impacted;
- v) Optionally providing annual infrastructure and facility requirements
- vi) Declaring a functional disaster and notifying SAHRA of the occurrence and
- vii) Responding to hardware capacity requirements related to user data growth as provided by SAHRA.

12. Service and Support Hours

- a) Support hours refer to the Prime time listed below.

The service will be available during the following hours

| | |
|--------------------|--------------------------------|
| Application System | Prime Time |
| SAHRIS | 08:00 - 17:00 Monday to Friday |

- b) If services are required outside prime time it will be levied in terms of time and materials based on approved quotation and subject to the pre-approval of the [Representative] or designated person.

13. Incident Logging and Escalation

- a) All incidents will be logged by the THE USERS with the SAHRA Support Centre as per the call logging procedures detailed in Annexure F.
- b) The Escalation and Corrective Action Requests procedures will be followed as per SAHRA Call Centre/service desk.

14. Pricing

- a) SAHRIS is currently provided free of charge including development costs up to 31st October 2014.
- b) A revised SLA will be drawn up once this development period ends to outline the appropriate pricing and payment mechanisms for future developments, should the need arise.
- c) An optional SLA Assurance fee is included in Annexure B.

15. Warranties and guarantees

SAHRA will guarantee the services provided in terms of the Service Level Agreement.

16. Penalties and Incentives

The following are applicable only in the event that the Partnership Committee pays an annual SLA Assurance Fee:

- a) Should SAHRA fail to achieve the service levels that are stipulated in terms of the services indicated in Annexure A and provided such a failure is not caused by either a failure of the THE USERS to comply with its obligations and duties in terms of this SLA or influence of a force majeure or any other act beyond the control of SAHRA, the THE USERS reserves the right to enforce penalties as detailed in Annexure B, depending on the merit of each case.
- b) Penalties and incentives for ad-hoc projects may be negotiated per project.
- c) Incentives for service deviations may be reviewed per service deviation request.

17. General

- i. Each Party shall bear its own costs in the review, preparation and finalisation of this Service Level Agreement.
- ii. The parties to this Service Level Agreement may not assign, transfer or cede this Service Level Agreement or part thereof, to any other party without the prior written consent of other signatories to this Service Level Agreement, which consent shall not be unreasonably withheld.
- iii. Disclosure of Information by either SAHRA or the THE USERS is governed by the Business Agreement.
- iv. This Service Level Agreement shall be governed by and construed in accordance with South African law.

- v. In the event of a conflict between this Service Level Agreement and the Memorandum of Agreement or an order in terms of a Service Level Agreement, then:
 - i) The Memorandum of Agreement takes precedence over the Service Level Agreement;
 - ii) The Service level Agreement takes precedence over an order or request for proposal/quotation.
- vi. No party may be bound by any expressed or implied term, representation or warranty, promise or the like not recorded herein or otherwise created by operation of law.
- vii. No indulgence or leniency which a Party may grant or show to another Party shall, in any way, prejudice the granting Party or preclude the granting Party from exercising any of its rights in the future.
- viii. The Parties hereby consent to the jurisdiction of the Magistrate Court or High Court located in Cape Town, as required in terms of relevant legislation.

18. Domicilium Citandi et Executandi

- a) Any notice in terms of this Service Level Agreement may be hand delivered to the physical address of the Parties, in which event proof of acknowledgment shall be endorsed upon a copy of the notice, together with the name of the recipient and date of receipt, or may be sent by registered post to the nominated postal addresses of the Parties, in which event proof of postage issued by the relevant postal authority will serve as proof.
- b) THE USERS chooses for purposes of this SLA their *domicilium citandi et executandi* as follows:

Street Address:

Postal Address:

- c) SAHRA chooses for the purposes of this Service Level Agreement its *domicilium citandi et executandi* as follows:

Street & Postal Address:

The South African Heritage Resources Agency
 111 Harrington Street
 Cape Town, 8001

19. Signatures and Execution

Thus done and signed at _____ on this _____ day of _____
 2013

Full Names: _____

Witnesses: 1. Signature _____

Full Name _____

1. Signature _____

Full Name _____

1. Signature _____

Full Name _____

Thus done and signed at _____ on this _____ day of _____
2013

Full Names: _____

Witnesses: 1. Signature _____

Full Name _____

1. Signature _____

Full Name _____

1. Signature _____

Full Name _____

ANNEXURE A SERVICE ELEMENTS

The following service elements are covered by Mweb as per their latest terms and conditions accessed 27 March 2013

<http://www.mweb.co.za/legalpolicies/Terms/ServerHostingTermsandConditions.aspx>

A1 DATA CENTRE PROCESSING SERVICES

| A1.1 | Mweb Data Centre Operations | | |
|-------------|--|---|--|
| | Deliverable | Measurement Criteria | Target |
| 1.1.1 | Providing a data processing service that meets the agreed service levels | <p>Prime time availability of all systems and Conformity to schedule as determined by the system owner</p> <p>Minimum of two operations personnel on-site during service hours</p> <p>Availability of operations personnel for stand-by on weekends and Public Holidays</p> | <p>MWEB will maintain an average of 99% service uptime over a consecutive period of 3 (three) months</p> <p>System availability of 99% during service hours, Monday - Friday from 08:00 - 17:00.</p> <p>Scheduled downtime will formally be communicated at least 24 (twenty four) hours prior to such scheduled downtime.</p> |

| A1.2 | SAHRA's SAHRIS Support Team with respect to hosting of servers at Mweb | | |
|-------------|---|--|--|
| | Deliverable | Measurement Criteria | Target |
| 1.2.1 | Managing the data processing server hosts in respect of Linux Ubuntu applications | <p>Planning production runs with system controller and THE USERS.</p> <p>Timeliness - tasks released from the queue in accordance with operations manual</p> | Job schedules administered 100% correctly and within time expectations as documented in the operations manual |
| 1.2.2 | Comply with procedures as described in the applications operations manual | Notify relevant institution regarding the failure of jobs, and rescheduling such jobs in conjunction with the system controller of the relevant application system | Ensuring corrective action is commenced within 15 minutes in the event of failed runs and reporting jobs that failed to THE USERS within 30 minutes. |

| A1.3 | Data Security, Backup and Recovery | | |
|-------------|---|-----------------------------|---------------|
| | Deliverable | Measurement Criteria | Target |

| A1.3 Data Security, Backup and Recovery | | | |
|--|---|--|--|
| | Deliverable | Measurement Criteria | Target |
| 1.3.1 | Providing a backup recovery service | Establishing backup and recovery procedures. All backups shall be completed successfully per schedule as defined by the system owners. | No compromise to schedule |
| 1.3.2 | Establish and maintain a suitable off-site storage site | Maintenance of off-site storage register | Off-site storage backup will occur and be checked daily |
| 1.3.3 | Implementing SAHRA's SAHRIS policy | Risk Assessment AG Annual Audit findings SAHRA Internal audit findings | Serious audit findings to be actioned within 1 month of release of audit report from the Office of the Auditor-General. Medium risk audit findings to be actioned within 3 months of release of audit report from the Office of the Auditor-General. Low risk audit findings to be actioned within 6 months of release of audit report from the Office of the Auditor-General. |

| A1.4 Data Administration and Support | | | |
|---|--|--|---|
| | Deliverable | Measurement Criteria | Target |
| 1.4.1 | Installing, testing, tuning and Implementing new DBMS software versions | Up to date DBMS software (MySQL) | New versions shall be implemented within one year of release unless otherwise agreed to between SAHRA and the THE USERS. SAHRA's change management process will be followed for all upgrades to the system. |
| 1.4.2 | Ensuring optimisation and data integrity on DBMS (including database design) | Functional and maintained DB with all registered users able to log on to system during prime time. | No failures due to optimisation problem |
| 1.4.3 | Configure, install and maintain all SW (including OS, third party etc). | Maintaining software according to SAHRA's specific requirements | System availability of 99% during service hours, i.e. 08:00-17:00 Mondays – Fridays, excluding public holidays. |

| A1.4 | Data Administration and Support | | |
|-------------|--|--|--|
| | Deliverable | Measurement Criteria | Target |
| 1.4.4 | Database administration | Database design and creation as per application requirements | As per project plan System availability of 99% during service hours, i.e. 08:00-17:00 Mondays – Fridays, excluding public holidays. |

A2 BUSINESS SOLUTIONS DELIVERY

| A2.1 | Business solutions delivery | | |
|-------------|--|---|-----------------------------|
| | SE description | Deliverable | Measurement Criteria |
| 2.1.1 | Develop and customise software solutions | Business case; User requirements specification; Technical specification; Code; Working system | Project plan/schedule |
| 2.1.2 | Quality assurance of software solutions | Quality specifications; Test Packs; Tested applications (Alpha testing) | Project plan/schedule |
| 2.1.3 | Software application maintenance | Roll-out schedule; Implemented application | Project plan/schedule |
| 2.1.4 | Ad hoc report design and development | User requirements specification; Compiled system report | Project plan/schedule |
| 2.1.5 | Software application maintenance | User requirements specification; Application code (amended) | Project plan/schedule |
| 2.1.6 | Systems documentation: Develop technical documentation where Drupal Community Documentation does not exist; Develop user documentation (training manuals, user reference manuals, videos etc) | Technical documents; User training manuals | Project plan/schedule |

A3 FUNCTIONAL APPLICATION SUPPORT

| A3.1 | Functional application support | | |
|-------------|---------------------------------------|--------------------|-----------------------------|
| | SE description | Deliverable | Measurement Criteria |

| A3.1 | Functional application support | | |
|-------------|--|---|--|
| | SE description | Deliverable | Measurement Criteria |
| 3.1.1 | Call desk first line support | Management and administration of service/problem requests logged. Escalation of outstanding service/problem requests. Reporting on service/problem requests (calls) logged and solved using an approved problem logging system. Performance reports on all service/problem reports logged | Problem reports available to the user. Feedback to users on service/problem requests logged, solved and outstanding. Feedback to users on response performance. |
| 3.1.2 | Problem-solving services | Completed change requests with auditable and authorising documentation attached. Detail problem identification, analysis and definition. User requirement specification for complex problems. Monitoring and reporting on progress made with requests. Implementation of recommended solutions. | Supporting documentation submitted outlines the details of problems and the recommended solutions. User presented with relevant documentation regarding problem status. URS as supporting documentation in line with initial requests and analysis. Satisfied users that are able to use application systems optimally. |
| 3.1.3 | Business advice | Sustained and improved service rendered to the client's IT business and business requirements. Expert inputs to user needs and requirements. Reporting on problem areas and non-conformance to business requirements. Support in the prioritisation of service requests at THE USERS Meetings. | Integrated business and applications processes. The content of URS in accordance with clients needs analysis. Implemented quality procedures. Service requests are planned and prioritised in accordance to business needs. |
| 3.1.4 | Monitoring and reporting on application system usage | Reporting on the working and usage of the relevant application systems. Reporting on problem areas within the systems prevents optimal utilisation | Informed users on the status of the application systems (usage and problems). Reports to clients |
| 3.1.5 | Day-to-day operational support | Identifying of problem areas to be addressed as part of functional support or by means of on-the-job training. Evaluation of and reporting on, the measure that the systems support the business needs of the users | Knowledgeable users, able to use the systems in support of their business. User and training problems reported per month. |

| A3.1 Functional application support | | | |
|--|---|--|---|
| | SE description | Deliverable | Measurement Criteria |
| 3.1.6 | Application system support | Support to the users' application system(s) during the total systems lifecycle. Day-to-day informal on-the-job training and/or assistance where required. Support to the client in assessing whether requirements can be incorporated into the functional framework of existing systems. Support to the client in meeting business requirements, goals and objectives. Assistance in optimal system utilisation, aligned with integrated business processes. | Documentation available to users for all relevant processes within the system lifecycle (URS, FDS, etc) – on new developments. Users frequently evaluated to ensure optimal system utilisation. Needs analysed, sufficiently detailed and also aligned with system processes. Prepared and satisfied users, able to use the system optimally. |
| 3.1.7 | System testing | Detailed system and accepted test plans. Beta test environment. Assistance with Beta testing. Organisation and assistance with user acceptance testing. | Test data addresses positive and negative scenarios. Test reports sufficiently detailed, reflecting the actual system test results and enabling the client to sign-off. |
| 3.1.8 | Implementation support | Implementation and services for system enhancements/changes and newly developed systems. Inputs in terms of environmental preparations, training needs, infrastructure needs, transaction volumes, procedures, costs and progress. Implementation plans covering all the required activities. New or updated user manuals/online help. Post-implementation audits. | Applicable forums are assisted to ensure proper implementation planning. The following analyses are formally compiled: <ul style="list-style-type: none"> - Impact on SOP, - Impact on databases, and - Impact on system interfaces Implementation plans are approved before processing. Updated user manuals are in existence. Audit reports are formally compiled, in line with URS. |
| 3.1.9 | Management Information Support Services | Management, executive information and decision support reporting (feedback) on exceptions, performance and deficiencies. | Reports assist in effective business management |

A4 TRAINING

| A4.1 Software Training | | | |
|-------------------------------|-----------------------|--------------------|-----------------------------|
| | SE description | Deliverable | Measurement Criteria |
| | | | |

| A4.1 | Software Training | | |
|-------------|--|--|--|
| | SE description | Deliverable | Measurement Criteria |
| 4.1.1 | Analyse training needs | Report on THE USERS/user requirements | According to client's requirements |
| 4.1.2 | Design training programmes | New training manual "blueprint" | According to client's requirements |
| 4.1.3 | Develop and maintain training material | New training manual. Updated training manual | According to client's requirements |
| 4.1.4 | Present training courses | Completed training course; Completed exams (where applicable). Certificate to the user | Training delivered according to published training schedule. Client satisfaction survey. |
| 4.1.5 | Evaluate and assess training | Training assessment report | According to training schedule |

A5 MANAGEMENT SERVICES

| A5.1 | Management Services | | |
|-------------|--|--|-----------------------------|
| | SE description | Deliverable | Measurement Criteria |
| 5.1.1 | Programme/project management: project management; project coordination | Project plans; Project reports; and managed projects | Project plan/schedule |
| 5.1.2 | Change management (software changes) | Business case; Change report Software code repository; Test pack document; application test results; Implemented changes | Project plan/schedule |
| 5.1.3 | Configuration management (project document configuration management) | Project charters and other project related documents | Project plan/schedule |

Notes and disclaimers:

- a) Standard service availability: business hours, from 08:00 to 17:30 Monday to Friday. This excludes public holidays.
- b) Standard service support: business hours from 08:00 to 17:00 Monday to Friday. This excludes public holidays.
- c) After hours means from 17:01 to 07:59 Monday to Friday
- d) Maintenance (functional application support): The threshold will be:
 - a) number of incidents,
 - b) number of hours, or
 - c) Rand value per month.
- e) Response time to a logged call shall be within four (4) working hours. The severity of the incident will determine the resolve time and will be communicated once the severity had been established

ANNEXURE B FINANCIALS

B1 HOSTING COSTING (Mweb Monthly Rentals)

| Description | Monthly Total (including VAT) |
|---|-------------------------------|
| Mweb Server hosting Lite Package for Geoserver | R683.00 |
| Mweb Server hosting Basic for SAHRIS webserver | R1139.00 |
| Mweb Server hosting Standard for Disaster Recovery Server | R1367.00 |
| 6 x Rack Space Rental (NAS Servers) | R300.00 |
| 2 x Facility Fees (electriPC etc) for NAS Servers | R476.00 |
| Total | R3965.00 |

B2 CAPITAL COSTS (NETWORK ATTACHED STORAGE (NAS) SERVERS)

| Description | Once off purchase price (including VAT) |
|-------------------------------------|---|
| QNAP NAS 16x3Terabytes | R93 456.06 |
| QNAP NAS 16x3Terabytes | R93 456.06 |
| Non-replicated daily backup storage | R200 000.00 (*due for installation in 2013) |
| Total | R386 912.12 |

ANNEXURE C RESPONSIBILITIES

C1 SAHRA'S RESPONSIBILITIES

AVAILABILITY MANAGEMENT

- a) SAHRA is responsible for ensuring that all servers hosted in the data centre environment are fully functional and available to approved users during normal working hours.
- b) SAHRA is responsible for the provision of facilities, such as (but not restricted to), power, air-conditioning, access control and physical security for the servers running the SAHRIS system. This is currently outsourced to Mweb.
- c) SAHRA will play an advisory role in assisting the THE USERS to implement effective ICT solutions.

CAPACITY MANAGEMENT

- d) Once notified of capital purchases that will be required to be made on behalf of the THE USERS, SAHRA will budget accordingly.
- e) SAHRA will report to the THE USERS any unplanned increases in the number of users and transaction volumes, data storage, applications performance and abnormal transaction loads that are not specified in the capacity planning. Should the impact thereof endanger achievement of the service level, it shall be communicated to the THE USERS In order to review the service level.
- f) SAHRA will ensure the best use of appropriate Information Technology Infrastructure to meet the business needs, currently and in the future, through the proper understanding of both business and infrastructure requirements.
- g) SAHRA will assist the THE USERS with Capacity Planning and Monitoring when required.
- h) SAHRA will ensure as far as practically possible, a standardised environment and executing procedures and instructions related to operation of decentralised data processing services.

INCIDENT MANAGEMENT

- i) Occasional SAHRA batch jobs and maintenance tasks done during prime time may affect the SL achievement. This will be brought to the attention of the THE USERS.
- j) A service level shall be revised, in consultation with the THE USERS, if an impact analysis of a newly required application indicates that the addition of the application may affect the existing response time.
- k) SAHRA will minimise the impact of service disruptions to the business by restoring that service by effective management of incidents by proper investigation and resolution.

CONTINUITY MANAGEMENT

- l) In the event of a major catastrophe, or as a result of *vis major* as described in the MoA with the THE USERS, SLs may be affected. SAHRA will arrange contingency plans

regarding alternative processing and printing in accordance with the requirements of the THE USERS.

- m) SAHRA will ensure the integrity of backups in order to be able to recover data, should the need arise.

PROBLEM MANAGEMENT

- n) SAHRA will endeavour to minimise the disruption of services by organising resources to resolve problems according to business needs, preventing them from recurring and recording information that will improve the way in which future problems of a similar nature will be dealt with.
- o) SAHRA will report to the THE USERS any response time problems related to ineffective/inefficient application systems.
- p) SAHRA will report to the THE USERS any service levels not being able to be met as a result of any retarding of the response time caused by unscheduled batch jobs and abnormal transaction loads not specified in the capacity planning inputs obtained from the THE USERS.

CHANGE MANAGEMENT

- q) SAHRA will manage all current user base expansions. Additional costs may be incurred in respect of training and monthly maintenance fees. These costs will be quoted for in a separate proposal and will result in the SLA being amended to include the new service requirements and costing.

RELEASE MANAGEMENT

- r) To take an holistic view of a change to service and ensure that all aspects of a release, both technical and non-technical, are considered by proper planning, testing and implementation.

C2 THE USERS'S RESPONSIBILITIES

AVAILABILITY MANAGEMENT

- a) The THE USERS is responsible for ensuring that its users have a fast internet connection (minimum 4Mbps uncapped for every 10 active users).
- b) The THE USERS is responsible for ensuring that its users have access to suitable hardware to process their transactions on SAHRIS.

CAPACITY MANAGEMENT

- c) The THE USERS must Inform SAHRA immediately of the intention for SAHRA to host new databases (from third-party suppliers) not developed by SAHRA Professional Services.
- d) Should the size of the database be excessive, SAHRA may have to purchase additional resources, which may result in a delay in the implementation of the system.

- e) The THE USERS must inform SAHRA of possible increases in the number of users and transaction volumes, data storage requirements, applications performance and abnormal transaction loads that are not specified in the capacity planning. Should the impact thereof endanger achievement of the service level, it shall be communicated to the SPM in order to renegotiate this.
- f) The THE USERS must request SAHRA to provide figures for budgetary purposes when required.

INCIDENT MANAGEMENT

- g) The THE USERS must report faults (excluding data lines) through the SAHRIS service desk.

CONTINUITY MANAGEMENT

- h) In the event of a major catastrophe, or as a result of *vis major* as described in the MoA with the THE USERS, Service Levels may be affected. The THE USERS will assist SAHRA in arranging contingency plans regarding alternative processing and printing in accordance with the THE USERS's requirements.

PROBLEM MANAGEMENT

- i) The THE USERS will assist SAHRA to minimise the disruption of services by providing the necessary resources or information to resolve the problems.
- j) The THE USERS will report to SAHRA, any response time problems related to ineffective/inefficient application systems.

CHANGE MANAGEMENT

- k) The THE USERS Is responsible *for* the provision of the exact specifications and desired implementation date of requests related to the service.
- l) In the case of Provincial transversal systems, no alterations to print layouts shall be permitted without five working days prior notice from the THE USERS.
- m) The THE USERS must provide SAHRA with specific instructions with regard to the processing of ad-hoc printing requirements.

RELEASE MANAGEMENT

- n) The THE USERS is responsible for review and written approval of the concept design of logos, font and forms, before implementation.
- o) The THE USERS is responsible for the definition of the correct fonts and logos in the application forms.

ANNEXURE D SERVICE REQUESTS

D1 TECHNICAL MAINTENANCE (INCIDENT AND PROBLEM MANAGEMENT)

All calls for technical maintenance are to be logged only with the SAHRIS Support Desk. Each call is assigned a unique tracking number upon which all performance tracking is based.

D2 REQUEST FOR SERVICE

All requests for service are to be submitted on the attached request forms. A request for service would be required for the expansion of an existing service listed in this SLA or an addition of a new service to those listed in this SLA.

The Service Level Agreement for Procurement Services will be used as the tasking instrument for procurement of IT/IS goods and services.

The attached forms are to be used in the process of submitting such a request to SAHRA.

ANNEXURE E SERVICE REVIEW REPORT

The Service Review Report will reflect the following items:

- Business Overview

- Project Overview

 - Projects in Progress

 - Projects proposed or quoted

- Services Rendered

 - Data Centre Processing – Linux Ubuntu Systems

 - Data Centre Printing

- Statistics

 - Calls logged

 - Calls resolved

 - Calls un-resolved

 - Platform availability (where available).

ANNEXURE F CALL LOGGING, ESCALATION AND CORRECTIVE ACTION PROCEDURE

F1 CALL LOGGING PROCEDURE

F1.1 Business Hours

- a) Call logging via telephone:
During normal service hours, where a THE USERS does not have its own help desk or call centre to report faults to, all calls are reported directly to the SAHRIS National Service Management Centre in Cape Town on 021 462 4502. A unique reference number will be provided to the call logger to be used during an enquiry.
- b) Call logging via email; Calls can be emailed to the Service management Centre at nwiltshire@sahra.org.za. A unique reference number will be emailed to the call sender, which must be used for any subsequent enquiry,
- c) Call logging via Fax:
Calls can be logged by means of a fax to 021 462 4508.
- d) Information required when logging a call:
When logging a call (by telephone, e-mail or fax), the following information must be provided:
 - i) Username
 - ii) Caller surname
 - iii) Caller name
 - iv) Caller telephone number
 - v) Cell number [If available]
 - vi) Contact surname
 - vii) Contact name
 - viii) Contact telephone number
 - ix) Cell number [If available]
 - x) Building name
 - xi) Physical address
 - xii) Floor and room number
 - xiii) Type of call (problem or request)
 - xiv) Description of the problem/request

This Information will be recorded and verified by the Call Desk Operator.

F2 ESCALATION PROCEDURE

Should it be required that an incident be escalated, the following process will be followed:

The following procedure will automatically be escalated via the SAHRIS Service Desk:

| 1 st Level Incident Reporting | 1 st Level Escalation | 2 nd Level Escalation | 3 rd Level Escalation |
|--|--|--|--|
| SAHRIS Service Desk | To this level after 60 minutes if unresolved | To this level 20 minutes after 1 st level if unresolved | To this level 20 minutes after 2 nd level if unresolved |

ANNEXURE G DEFINITIONS AND ABBREVIATIONS

G1 DEFINITIONS

For the purpose of this Service Level Agreement, unless the context otherwise indicates, the definitions in clause 3.0 of the Memorandum of Agreement shall govern this Service Level Agreement, with the following definitions set out for the terms indicated In this Service level Agreement:

“Act” means the National Heritage Resources Act, Act 25 of 1999 and **“the Act”** shall have a corresponding meaning.

“Business hours” means 08:00 to 17:00 from Monday through Friday, excluding public holidays.

“Hosting and Data Centre Processing and Printing services” means data centre processing services and functions and data centre printing functions, including but not limited to:

- i) data centre operations;
- ii) data security, backup and recovery;
- iii) technology hosting services;
- iv) database administration and support;
- v) printing; and
- vi) post processing.

“Instruction” means a written instruction from authorised Provincial staff detailing Provincial hosting service requirements.

“Media” means any medium used for storing information, including but not restricted to magnetic disk, data cartridges, compact disks and stiffer disks.

“Memorandum of Agreement” means the most current Memorandum of Agreement. Including all annexures, entered into by SAHRA and the THE USERS.

“Non-conformance” means SAHRA’s failure to fulfil requirements specified by the THE USERS.

“Non-prime time” means the time during which SAHRA personnel will not be available from 20:00 through 08:00 Monday through Friday, weekends and public holidays.

“Non-production standby requirement” means the requirement by the THE USERS for SAHRA personnel to be on standby during non-prime time to be available for call out in the event of non-production.

“Party” means the parties to this Service level Agreement, that is SAHRA and the THE USERS, and **“Parties”** shall have a corresponding meaning.

“Prime time” means normal business hours.

“SAHRIS” means South African Heritage Resources Information System supplied by SAHRA.

“**Schedule**” means a list containing instructions and control information with respect to a specific THE USERS job.

“**Server host**” means Mustek and Dell Xeon Servers owned by Mweb and rented by SAHRA.

“**Service Level Agreement**” means this Agreement entered into by and between the THE USERS and SAHRA.

“**Services**” means work performed by SAHRA In terms of this Service Level Agreement, including compliance with this Service Level Agreement.

“**Timely**” means delivery of work by the date set by the THE USERS and “**timeous**” shall have a corresponding meaning.

“**Up time**” means the average availability of services provided to the THE USERS by SAHRA, measured against prime time minus the time services are not available.

G2 ABBREVIATIONS

| | |
|-----------|---|
| MoA | Memorandum of Understanding |
| CPI | Consumer Price Index |
| DB | Database |
| DBA | Database administration/database administrator |
| DBMS | Database Management System |
| DC | Data Centre |
| DRP | Disaster Recovery Plan |
| ELS | Emergency Lending Server |
| FDS | Functional Design Specification |
| HW | Hardware |
| ICT | Information Communication Technology |
| IS | Information Systems |
| ISS | Information System Security |
| ISO | International Organisation for Standardisation |
| IT | Information Technology |
| JIT | Just-In-Time |
| MTT | Mean Time To |
| OEM | Original Equipment Manufacturer |
| OS | Operating System |
| THE USERS | Personal Computer |
| QOS | Quality of Service |
| RFQ | Request for Quotation |
| SE | Service Element |
| SEG | Service Element Group |
| SAHRA | South African Heritage Resources Agency |
| SL | Service Level |
| SLA | Service Level Agreement |
| SOP | Standard Operating Manual |
| SAHRIS | South African Heritage Resources Information System |
| SW | Software |
| UPS | Uninterrupted Power Supply |
| URS | User Requirement Specification |
| WAN | Wide Area Network |