



JOB AGREEMENT

Revision Number: 03
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JOB AGREEMENT

1. Definitions:

- 1.1 **Customer:** The person, company, body corporate, partnership, firm, association or subsidiary group within Industry for whom the job is being performed.
- 1.3 **Intellectual Property Rights:** All rights in and to any intellectual property and know-how which may be devised or come into existence in the future in any modifications, variations, enhancements or improvements to the works and products embodying the works.
- 1.4 **Know-how:** All confidential, technical and commercial information relating to the works existing from time to time, including without limitation, information contained in any documents together with unrecorded information known to individuals who are unrecorded office bearers or employees of the client. Technical information includes all specifications, methods used by COH in performing the job

2. The project shall only commence when the job agreement form is duly signed and accepted by both parties.

3. Terms of Payment

Invoices will be issued and are payable within thirty (30) days of the invoice date, unless otherwise stipulated on the formal job quotation.

4. Cost Escalation

The price is based on costs prevailing at the date of the proposal and unless the contracted price is fixed and firm, any variation in such costs occurring between the tender date and date of payment shall be to the account of the Customer in accordance with the prevailing indices published by CPI (Consumer Price Index).

5. Withholding of Taxes

All sums payable shall be free of any restriction or condition and without any deduction or withholding for or on account of any tax (except to the extent required by law) imposed, levied, collected, withheld or assessed by or within the Republic of South Africa in respect of any amounts due.

6. Additional Costs

Any additional costs arising from unforeseen work or supply requirements, i.e. other than the scope of work defined, will have to be negotiated and agreed to prior to the commencement of such additional work or procurement of supply.

7. Communication Approach

- 7.1 All communication will be under direct control of the project leader and will be confirmed in writing immediately. COH accepts that the same communication approach will be adopted by the Customer.
- 7.2 In the event of a complaint kindly contact the Quality Officer at COH on 011 916 2247 or mariska@cohygienist.co.za, where such will be dealt with as per the COH **Complaints and Appeals Procedure (P025)**.

8. Professional Liability

All claims against COH, on the ground of professional negligence on the part of the company, shall collectively not exceed an amount of Three Million Rand and the Customer shall not have the right, under any circumstances, to claim any amount from COH after the expiry period of 1 year from the date of completion of this Agreement.

9. Force Majeure

Neither party shall be liable to the other for inability to perform or delay in performance if such inability or delay is caused by force majeure or strikes, work stoppages for whatever reason or from any cause beyond the reasonable control of such party.

10. Invoicing/Payment

The values on the job agreement will be invoiced against agreed milestones.

11. Intellectual Property Rights

11.1 The customer acknowledges that any and all of the Intellectual Property Rights including trademarks, trade names, copyright and other rights used or embodied or in connection with the Works are and shall remain the sole property of COH and that it shall have no claim of any nature in and to the Intellectual Property Rights.

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11.2 The customer hereto agrees that any Intellectual Property Rights which may arise in future in all modifications, enhancements, variations and improvements to the works, shall vest in COH and the customer agrees to honour the rights of COH in and to the Intellectual Property Rights by, inter alia, keeping the proprietary information in the strictest confidence notwithstanding termination of this agreement for any reason whatsoever.

11.3 Upon termination of this agreement for any reason whatsoever, the parties agree that the Intellectual Propriety Rights shall remain vested in COH and that, notwithstanding such termination; the customer shall have no rights to the Intellectual Propriety Rights as specifically granted by COH in its sole discretion to the customer.

12. Secrecy and Usage (Independence, Impartiality and Confidentiality)

12.1 The parties shall agree to secrecy and confidentiality of all written and oral information received, and shall not disclose the information for any other purpose than herein intended. COH is an Independent AIA and is committed to deliver impartial advice for the benefit and wellbeing of the customer and its employees.

12.2 In the event of one party visiting any of the establishments or clients of the other party, the visiting party undertakes that any further information related to the works which may come to its knowledge as a result of any such visit, inclusive of the form, materials and design of the various elements of any relevant plant and equipment which may be seen at such establishments or clients as well as all the works as a whole, the methods of operation thereof and the various application thereof, shall be kept strictly confidential and that any such information will not be divulged to any third party and will not be used of in any way by the visiting party without the other party's prior written consent.

12.3 The above undertaking shall not apply to:

- o Information which at the time of disclosure is published or otherwise generally available to the public.
- o Information which after disclosure by the disclosing party is published or becomes generally available to the public; otherwise than through any act or omission on the part of the receiving party.
- o Information which the receiving party can show was in its possession at the time of disclosure and which was not acquired directly or indirectly from the disclosing party.

12.4 Due to legal obligation COH may be required to disclose client information about assessments to the Department of Employment and Labour and as part of our SANAS Accreditation, SANAS quality assessors may review our records from time to time, however SANAS and their assessors are bound by Non-disclosure agreements.

13. I am aware of my rights in terms of the Protection of Personal Information Act No 4 of 2013 ("POPI" Act). I am a data subject as defined in the POPI Act and give consent for the collection of my personal information and that such information may be kept, not used for anything other than the intended use and all information will be destroyed upon request unless statute prohibits it.

I _____, hereby accepts the above terms and conditions.

Signature: _____ Date: ____/____/20____

COH: _____
KOOS ROETS (CEO)