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(This is an open-book exam. Time will be calculated according to the reassessment questions)																
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Please note the notification must be faxed to 086 457 4790 or emailed to <u>dispensing@sbuys.co.za</u> at least 10 working days before the assessment date for attention, Gertruida (Tel no 018 788 2102/3)

If you are found Not Yet Competent (NYC) in the Summative Assessment, all future reassessments will be charged at R500 (VAT incl.) per assessment, payable before reassessment can be done.

INDEPENDENT CONTRACT AGREEMENT:

Between

S BUYS ACADEMY (PROPRIETARY) LIMITED

(Registration no. 2001/023449/07) (Hereinafter referred to as "**THE ACADEMY**")

AND

(Invigilator Name and Surname)

(Hereinafter referred to as "THE CONTRACTOR")

The ACADEMY and the CONTRACTOR enter on the following terms and conditions:

1. CONFIDENTIALITY REGARDING SUMMATIVE ASSESSMENT MATERIAL

- 1.1 All Summative assessment tools are confidential and may only be disclosed to an invigilator contracted by the ACADEMY. No person (except an invigilator contracted by (or appointed by) the ACADEMY) is allowed to invigilate summative assessment sessions to any student without the written consent of the Executive Manager of the ACADEMY.
- 1.2 By accepting this agreement, the CONTRACTOR undertakes to ensure the confidentiality of all summative assessment tools and to keep these tools secret and in confidence, and not to pass on, disclose, or make any summative assessment tool or similar matter available to any person other than assessors in the employ of the ACADEMY, on the written instruction of the Executive Manager of the ACADEMY.
- 1.3 Furthermore, it is the responsibility of the CONTRACTOR to ensure the confidentiality of the summative assessment tool at all times in line with the CONTRACTOR'S day-to-day duties.

2. INTELLECTUAL PROPERTY AND COPYRIGHT

2.1. All training material is the intellectual property of the ACADEMY and is copyright protected. No CONTRACTOR is allowed to make copies of the summative assessment material without the written consent of the Executive Manager of the ACADEMY.

3. STANDARD TERMS AND CONDITIONS

- 3.1 The ACADEMY and the CONTRACTOR agree, subject to the terms and conditions as set out in this contract, that the CONTRACTOR shall render the following services:
 - 3.1.1 The CONTRACTOR shall perform the professional services of an invigilator for the ACADEMY.
 - 3.1.2 The CONTRACTOR agrees to tender their services as the need arises from time to time, alternatively in accordance with the arrangements between the ACADEMY and the CONTRACTOR.
 - 3.1.3 The CONTRACTOR agrees to provide the ACADEMY with the summative assessment material within 15 minutes after the end of the summative reassessment via fax/e-mail.
- 3.2 The parties shall be bound to the terms of this agreement from the date of signature by the last party until the student(s), as stipulated in 3.3, has successfully completed the dispensing course.

3.3 Learners to whom the CONTRACTOR will act as an invigilator:

Dispensing No	Name	Surname	ID No

- 3.4 The CONTRACTOR warrants that he is not a healthcare professional registered with the SAPC, HPCSA or SANC.
- 3.5 The CONTRACTOR agrees that the services to be rendered shall be rendered by themself and that the rendering of such services shall not be subcontracted to any other entity or person unless the prior written consent of the authorised representatives of the ACADEMY has been procured and in particular, the ACADEMY has approved the identity of the sub-contractor.
- 3.6 The CONTRACTOR shall not be liable for any failure to render any services as set in points 3.1.1 to 3.1.3 hereto if the reason for such failure is the result of vis major or any other circumstance which could not have reasonably been foreseen by a diligent and reasonable provider of such services in the position of the CONTRACTOR.
- 3.7. Consent by the CONTRACTOR with regard to the processing of their personal or special personal information:
 - 3.7.1 The CONTRACTOR hereby consents freely and voluntarily to the processing and storage of their Personal or Special Personal Information by the ACADEMY.
 - 3.7.2 The CONTRACTOR'S personal information recorded and stored by the ACADEMY is protected under and in full accordance with the Protection of Personal Information Act (4 of 2013), hereinafter referred to as the "Act". Any additional personal information that the CONTRACTOR supplies
 - 3.7.3 The CONTRACTOR has the right to access this information while in our possession and make corrections or amendments if necessary.
- 3.8 No alteration or variation of this agreement shall be of any force or effect unless it is reduced to writing and signed by the authorised representatives of the ACADEMY and the CONTRACTOR.
- 3.9 The parties agree that notices to be given by either party to the other for any reason arising under the terms of this contract shall be furnished at the following addresses:

	3.9.1	The ACADEMY	3.9.2	The CONTRACTOR:	
		S Buys Business Park C/o Kaolin & Radium Streets CARLETONVILLE 2499			
SIGNED	at		_ on this	day of	20
For the C	ONTRA	CTOR	Ā	s WITNESS	
SIGNED	at		on this	day of	20

For the ACADEMY