

CONSULTANCY AGREEMENT

BETWEEN

WORDWORKS

NPO registration no: 044 – 766 and PBO no: 930 022 252

Represented by Mammuso Makhanya in her capacity as DIRECTOR, duly authorised

AND

Matogen Digital

Registration 2014 / 083597 / 07

Represented by Ian Parsons as the Founder and Owner, duly authorised.

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PARTIES

1. The **Contractor**, Wordworks (Registration Number: 044–766), an NGO duly incorporated in accordance with the laws of the Republic of South Africa, with its registered address at 46 Main Rd, Heathfield.

and Consultant

2. Matogen Digital (registration no: 2014 / 083597 / 07)

INTRODUCTION

1. Wordworks wishes to engage the Consultant to provide the Services as set out in Appendix One for the Discovery Phase of the Wordworks Website Project.
2. While it is envisaged that the Consultant will be contracted for the Development Phase of the Website Project, this would be subject to a separate contract, which can only be entered into after the completion of the Discovery Phase which is intended to result in a Development Plan with associated costs, a sitemap, and a workflow acceptable to both parties.
3. The Consultant will render the Services for the Discovery Phase on the terms and conditions set out below and in Appendix One
4. The Consultant is not and shall not be construed as being employees of Wordworks.

1. INTERPRETATION

- 1.1 If contradictory, the details in this agreement take precedence over any previous discussion, correspondence or agreements with respect to the development of the Wordworks website.
- 1.2 The headnotes to the clauses of the agreement are inserted for reference purposes only and shall in no way govern or affect the interpretation hereof.
- 1.3 Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

"Agreement" means the agreement together with the Schedule attached hereto.

"Confidential Information" means proprietary information, customer lists, customer relations and consumer connections built and achieved by Wordworks over many years, technical information and other unique Wordworks data that supports the project.

"Effective Date" Shall mean 17 June **2024**, notwithstanding the date of signature of this agreement.

"the Services" shall mean the specific work to be carried out by the Consultant in accordance with the agreement and as detailed in the Addendum thereto.

- 1.4 If any provision in a definition is a substantive provision, conferring rights or imposing obligations on any party, notwithstanding that such provision is only contained in the relevant definition, effect shall be given thereto as if such provision were a substantive provision in the body of the agreement.

- 1.5 Unless inconsistent with the context, an expression which denotes any gender includes the other genders;
 - 1.5.1 a natural person includes an artificial person and vice versa.
 - 1.5.2 the singular includes the plural and vice versa.
- 1.6 The Schedule to the agreement forms an integral part hereof and words and expressions defined in the agreement shall bear, unless the context otherwise requires, the same meaning in such Schedule.

2. APPOINTMENT

- 2.1 Wordworks hereby appoints the Consultant, who hereby accepts such appointment, to render the Services to Wordworks with effect from the Effective Date, subject to the terms and conditions of the agreement.
- 2.2 The Consultant acknowledges that their rights under this agreement are not exclusive, and that Wordworks is under no obligation to request the Services only from the Consultant.
- 2.3 The Consultant is entitled to do work for any other clients. It is agreed that if the Consultant has the opportunity to work on a similar project (Early literacy resources, training and support website) with another organisation over this period, that they will disclose this to Wordworks.
- 2.4 The Consultant specifies that the Unfold team will be subcontracted for any design related work as the project requires, and may contribute in other ways as needed.

3. DURATION

- 3.1 This agreement shall commence on the Effective Date and shall endure until **8 August 2024** provided that Wordworks shall be entitled to terminate the Services of the Consultant summarily (or on such other basis as it considers appropriate) if:
 - 3.1.1 the Consultant acts in a manner which is likely to bring Wordworks into disrepute, or is convicted of an offence involving dishonesty; and/or
 - 3.1.2 the Consultant commits a breach of any of the terms of this agreement and fails to remedy such breach within 7 (seven) days of receiving notice setting out the alleged breach and requiring the remedy thereof; and/or
 - 3.1.3 the Consultant dies or becomes incapacitated, which shall mean that they have suffered from any disability which renders them incapable, in the opinion of Wordworks, of providing the Services.

4. UNDERTAKINGS BY THE CONSULTANT

- 4.1 The Consultant undertakes to indemnify Wordworks; against any damage, claims, losses, or expenses arising:
- 4.1.1 out of any breach of any provision of this agreement or any negligent or wilful act or omission on the part of the Consultant;
 - 4.1.2 to indemnify Wordworks against any payment that may be demanded by the South African Revenue Services, either as a consequence of the agreement, or by the nature of the Services provided by the Consultant;
 - 4.1.3 in respect of any illness, injury, disability, harm, or other cause whatsoever, which the Consultant may incur or suffer as a consequence of their appointment in terms of this agreement;
 - 4.1.4 The Consultant shall perform all duties and functions in terms of this agreement faithfully, diligently, honestly and with reasonable care and skill.
 - 4.1.5 The Consultant shall not engage in any conduct calculated to bring or which brings or is likely to bring the reputation of Wordworks into disrepute.

5. DUTIES OF THE CONSULTANT

In order to provide the Services, the Consultant undertakes that they shall:

- 5.1 Carry out the work assigned according to the results, deadlines and standards required by Wordworks, and shall carry out such functions as are from time to time assigned to them and use their utmost endeavours to protect and promote the business and interests of Wordworks and to preserve its reputation and goodwill.
- 5.2 Submit such information and reports as may be required of them in connection with the performance of their services and the business of Wordworks.
- 5.3 Not load any software onto any computers of Wordworks, without prior written authorisation. If such authorisation is given, they shall comply with all stipulated anti-virus precautions in loading the software.
- 5.4 Attend meetings with Wordworks to assess progress and manage challenges, as per the Scope of Work.

6. STANDARD OF SERVICES

- 6.1 The Consultant warrants that they possess the necessary qualifications, experience and skill and are competent to render the Services. The Consultant undertakes to render the Services to the reasonable satisfaction of Wordworks.
- 6.2 If Wordworks, in its sole discretion bona fide determines that the Consultant is rendering unsatisfactory service and the Consultant fails to remedy this breach within 7 (seven) days of receipt of written notice requiring them to do so, to procure that the Services are rendered to the expected standard, then Wordworks shall be entitled without notice to terminate this agreement. In these circumstances Wordworks shall be obliged to pay the Consultant pro rata for the Services which the Consultant has already rendered.

7. FEES, EXPENSES AND PAYMENT

- 7.1 Wordworks will, subject to the satisfactory provision of the Services, pay the Consultant:
 - 7.1.1 an agreed total fee (exclusive of VAT) of **R75000** for **88 hours** based on an average hourly rate of **R850** in respect of the Services detailed with projected hourly allocation, in the Scope of Work. It is expressly recorded that such payment shall be the final sum to be paid unless a new/supplementary agreement is entered into. The Consultant is responsible for all SARS statutory payments related to this contract.
 - 7.1.2 No charge will be levied by the Consultant in respect of travelling costs incurred unless agreed and approved by Wordworks.
- 7.2 The Consultant shall invoice Wordworks on a monthly basis for hours rendered every month, as per the agreed hourly rate and the actual number of hours worked.
- 7.3 The fees and expenses shall be paid by Wordworks, to the Consultant within 30 (thirty) days of receipt of a short progress report, together with the deliverables required in the Scope of work, and the Consultant's invoice therefore, providing that the total invoiced altogether by the Consultant shall not exceed the total fee agreed upon.
- 7.4 The Consultant shall be liable for all other costs incurred in rendering the Services.

8. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

- 8.1 The new Wordworks website(s) are intended to be a resource-rich offering to the early literacy and early learning sectors and are to be developed using legacy funds granted by the Shine Literacy Board for this purpose. The literacy resources shared on these sites were developed under the Creative Commons 4.0 License BY NC SA (<http://creativecommons.org/licenses/by/4.0/>). This license allows re-users to distribute, remix, adapt, and build upon the material in any medium or format for non-commercial purposes only, and only so long as attribution is given to the creator.
- 8.2 The Consultant acknowledges the Creative Commons BY NC SA 4.0 license terms and undertakes to abide by all the necessary license parameters and to provide technical advice to Wordworks such that the website built facilitates the letter and the spirit of the creative commons licensing in making the resources widely available.

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- 8.3 The Consultant undertakes that they will disclose and assign Creative Commons BY NC SA 4.0 license terms to any material that may arise out of the Consultant's work in terms of, or in relation to, the agreement.
 - 8.4 The Consultant irrevocably undertakes not to infringe the rights of any other person in undertaking the Services;
 - 8.4.1 to sign all such documentation and otherwise assist Wordworks in such ways as it may require from time to time, to confirm with any appropriate regulatory authority the vesting in Wordworks of the Creative Common 4.0 BY NC SA license rights protected by and referred to above; and
 - 8.4.2 to assist Wordworks in such ways as it may reasonably require to protect such Creative Commons 4.0 BY NC SA license rights.
 - 8.5 Each provision of this clause is separate, severable and separately enforceable from every other provision of the agreement and shall continue to subsist notwithstanding the termination of the agreement.

9. TERMINATION

- 9.1 Should any disputes arise between the partners in connection with this Agreement or any items not covered by this Agreement, the partners shall use their best efforts to resolve the dispute through negotiation between the parties.
- 9.2 If the dispute is not resolved as per 9.1, either party will have the right to terminate the contract by giving two week written notice to the other party
- 9.3 The termination of the Services provided by the Consultant in terms of this agreement, for any reason whatsoever, shall not affect the operation of any provisions of this agreement to the extent to which they confer rights or impose obligations upon the parties which are exercisable or enforceable after the termination date, and such provisions shall to that extent continue to be of full force and effect.
- 9.4 If the agreement is terminated for any reason whatsoever, and without prejudice to such other rights as the parties may have, the Consultant shall forthwith return to Wordworks all items and information belonging or owing to Wordworks including, without limiting the generality of the foregoing, the following items:
 - 9.4.1 all samples of any Products, which may have been provided to the Consultant; and
 - 9.4.2 all reports and information relating to Wordworks in whatever form and howsoever stored or compiled, including any copies made thereof.

10. CONFIDENTIALITY

- 10.1 The Consultant will during the existence of the agreement obtain access to Wordworks confidential information, all of which are of a proprietary and protectable in nature.
- 10.2 The Consultant shall not (save so far as is necessary and appropriate in the ordinary course of the agreement) disclose to any person whatsoever, without the prior written consent of Wordworks, during the existence of the agreement or thereafter, the confidential information. Without limiting the

therefore, the Consultant shall not pass or make available to any other person any information whatsoever relating to Wordworks, including its products, their composition or ingredients.

- 10.3 The Consultant shall not for her own benefit or that of others, attempt to make use or avail herself of or derive any benefit from the confidential information or other knowledge which specifically relates to the business or affairs of Wordworks, which the Consultant shall or may have acquired by virtue of his/her association hereunder with Wordworks, at any time during the currency of the agreement or thereafter.

11. RELATIONSHIP BETWEEN THE PARTIES

- 11.1 The relationship between the Consultant and Wordworks under the agreement is that of an independent Consultant / Consultancy and a Company. The Consultant shall not represent themselves as an agent, representative, employee or partner of Wordworks, and the Consultant shall not have any authority to incur any liability whatsoever for Wordworks.
- 11.2 The Consultant acknowledges that the acceptance by Wordworks of the Services provided by the Consultant in terms of this agreement, does not create any expectation, whether reasonable or not, that the agreement will be renewed and that their relationship with Wordworks will be ongoing.
- 11.3 As the Consultant is an independent Contractor, there shall be no reporting to the Consultant relating to staff matters and the Consultant will not be entitled to any employment related benefits
- 11.4 It is acknowledged by the Consultant that no expectation, prospects, rights or claims for further appointment are created in terms of the agreement should the relationship between the parties terminate.
- 11.5 The Consultant's appointment in terms of the agreement shall not constitute an appointment on the permanent salaried staff of Wordworks. The Consultant acknowledges that Wordworks is under no obligation to register the Consultant as an employee in terms of any legislation that may require an employer to register an employee.
- 11.6 The Consultant fully indemnifies Wordworks against any loss or harm they may suffer as a result of a breach by the Consultant of the provisions of this clause.

12. GOVERNING LAW

The entire provisions of the agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

13. GENERAL

- 13.1 This document constitutes the sole record of the agreement between the parties in regard to the subject matter thereof.
- 13.2 No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.

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- 13.3 No addition to, variation or consensual cancellation of the agreement shall be of any force or effect, unless in writing and signed by or on behalf of all the parties.
- 13.4 No party shall be entitled to cede, assign, sub-contract or otherwise transfer all or any of its rights, interest or obligations under and in terms of the agreement, except with the prior written consent of the other party.

14. DOMICILIUM

- 14.1 The parties hereto choose domicilia citandi et executandi for the serving of notices and all other purposes of and in connection with the agreement as follows:

Wordworks: 46 Main Rd, Heathfield, Cape Town, 7945

Matogen Digital: 2 Makou Street, Mooivallei Park, Potchefstroom, 2531

- 14.2 A party hereto shall be entitled to change in domicilium from time to time, provided that any new domicilium selected by it shall be situated in the Republic of South Africa, shall be an address other than a box number, and any such change shall only be effective upon receipt of notice in writing by the other party of such change.
- 14.3 A notice sent by one party to another party shall be deemed to be received
- 14.3.1 on the same Business Day, if delivered by hand;
- 14.3.2 on the same Business Day, if sent by telefax, unless the contrary is proved;
- 14.3.3 on the seventh Business Day after posting, if sent by prepaid registered mail.
- 14.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent or delivered at its chosen domicilium.

APPENDIX ONE: SCOPE OF WORK FOR DISCOVERY PHASE

Note, the hours allocated to each area of responsibility are indicative and may change, but the total budget for this phase is understood to be fixed at R75000.

It is understood that the Discovery Phase will help inform the Development Phase and will provide a framework to establish costings and timelines for realising development outlined in the Discovery Phase.

OBJECTIVES	TIMEFRAME	ROLES AND RESPONSIBILITIES	PROJECTED HRS	COSTING @ R850/hr
Orientation to Wordworks and existing project documentation.	17 - 21 June	Introductory meeting(s) with project lead and technical advisor to orient the Consultants to Wordworks, to introduce WW department heads, and to outline process for Discovery Phase, review project documentation provided and meet project lead and technical advisor to engage issues arising.	6	R5 100
Design baseline questionnaire	17 - 21 June	Establish a questionnaire to inform the discovery phase covering online and offline workflow, and including functionality and expectations for each platform (website, resource hub, LMS, user dashboards, and any integrations with third parties like CRM, mailing platform). Engage project lead and technical advisor in the drafting process. Submit to project lead to facilitate feedback from teams by the 5 July.	4	R3 400 Invoice estimate end June: R8500
Review answers and structure Workshop/s	8 - 12 July	Review feedback from WW team leaders, and user responses to guide the design of workshop(s) needed for the teams to unpack and refine a shared understanding of the functionality needed	6	R5 100
Run workshop/s	15 - 26 July	Working with project lead and technical advisor, complete workshop/s with WW team leaders. Produce a report summarising the outcomes of workshops and detailing areas that still require engagement. Meet with the project lead and technical advisor to discuss.	32	R27 200 Invoice estimate end July: R32 300
Develop workflow, sitemap and development plan with costing	29 July - 8 August	Drawing from the results of the baseline questionnaire and outcomes from the workshops: <ul style="list-style-type: none"> ● finalise a detailed workflow that maps processes and people responsible, ● finalise detailed site map showing relationships between main website, resource hub (including database and framework for uploads), LMS and and a unifying user experience (including single login and various user dashboard adjusted to meet their role) ● finalise a detailed development plan with costing including design and development process, technical infrastructure and integrations, costing for hosting and any other subscriptions / services (including security and performance optimisations), internal and external user testing, delivery and payment milestones. 	40	R34 000 Invoice estimate end August: R34 000

Signature Page

Wordworks

Designation: _____

Full Names: _____

Signature: _____

Date: _____

Witnesses

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Matogen Digital

Designation: _____

Full Names: _____

Signature: _____

Date: _____

Witnesses

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____