Skillsgrid Subscription Agreement

Between

De Villiers Bester and Associates cc
Registration number **2008/044971/23**
Hereafter referred to as **DBA**

and

Company Name: _____

Registration number: _____

VAT number: _____

Physical Address: _____

_____

_____

Hereafter referred to as '**the client'**.

Whereas the client wishes to make use of the Skillsgrid system.

1. Interpretation:

1.1   In this agreement unless otherwise indicated –
i.   any expression which denotes male will include female and single will include plural and vice versa;
ii.   any reference to the client will include all employees, contractors and subcontractors employed or contracted by the client.

2. Definitions:

"**Agreement**" means this Skillsgrid Agreement;

"**Skillsgrid system**" means the internet based system, utilised to create skills-benchmark profiles, skills profiles, matching capabilities and skills reports.

"**Access code**" means the code or digital key or unique code allowing a candidate to gain access to the Skillsgrid system for purposes of creating a skills profile and making it possible to use the results from the skills capturing system in all the different functionalities of the Skillsgrid system;

"**Skillsgrid Questionnaire**" refers to a series of questions and answers enabling the data subject to indicate his/ her level of skills on a variety of skills and supporting sub-skills;

"*Use of the Skillsgrid System*" means that the client is granted the rights to use the systems functionalities for which it was intended for the period of the contract;

"*Data*" means the electronic representation of information in any form.

"*Data subject*" means any natural person in respect of whom personal information has been requested, collected, collated, processed or stored, by the Skillsgrid system

"*Data profile*" means the Skills profile created by the Skillsgrid system based on the information provided by the data subject.

"*Subscription Fee*" refers to a monthly fee (including VAT) paid by the client to DBA for access to and use of the Skillsgrid system.

"Services" refers to all value content provided by DBA through the functional capabilities of Skillsgrid, customer service interventions, research and development and the release of the new functionalities for the Skillsgrid system. It also refers to possible custom development(s) on the system for the client, developments in general, consulting advisory actions as well as training, team building and any related advisory deliverables.

"*Term*" shall mean a period of 12 (twelve) months from the commencement date.

3. Duration:

3.1. This Agreement shall commence on _____ and shall continue for a Term unless terminated by either party by giving 60(sixty) days written notice of termination to the other party. Should no notification of termination be received, the contract will renew automatically after the Term until such time that one of the parties gives written notification of termination of the contract.

3.2 The client may at any stage prior to the expiry of the Term give notice of renewal of this Agreement in writing to DBA.

3.3 In the event that the client terminates or elects not to renew this Agreement at the end of the Term, access to the Skillsgrid system shall expire with effect from the termination date.

3.4 Should the client wish to have access to the existing data after termination, this can be obtained for a reduced monthly cost and shall be view only access.

4.   DBA rights and obligations:

4.1 DBA shall during the subsistence of this Agreement grant the client unlimited access and use of the Skillsgrid System in accordance with the conditions as provided in clause 5.

4.2 DBA shall ensure that the Skillsgrid system interruptions are kept to a minimum and shall provide the client with system support at all times, during the subsistence of this Agreement.

4.3   DBA shall not cede any of its obligations under this Agreement without the client's consent, which consent shall not be unreasonably withheld.

4.4   This Agreement shall be in respect of _____ (_____) employees only (contract workers included). DBA shall be entitled to request proof of the number of employees at any time during the contract period should the number of employees exceed the contracted number of employees. No employee, employed by the client, shall be regarded as an applicant for employment.

4.5   DBA reserves the right to withhold access to the Skillsgrid system should the client be in breach of any contractual conditions hereunder.

4.6   DBA reserves the right to process all data and data profiles captured by the Skillsgrid system for research and development purposes.

4.7.   Save for the provision of access and use to the client, DBA shall further provide the client with consulting services if and when necessary. A separate agreement shall be entered into in respect of the consulting services to be rendered.

5.   Client obligations:

5.1   The Client is only authorised to use the Skillsgrid system for the interest of the client and the client will ensure that no access codes or system usage will be made available to anybody for any purpose that is not in line with the purpose that Skillsgrid was intended for.

5.2   The client will ensure that codes to individuals not employed by the client will only be for recruitment purposes.

5.3   The Client is not authorised to on-sell or make available any Skillsgrid access codes and / or any part or right to use the Skillsgrid system to any individual, business or organization outside of the client in whatever format for whatever purpose.

5.4   The Client shall not cede any rights in terms of this Agreement without the consent of DBA which consent shall not be unreasonably withheld.

5.5   The Client will ensure that the Skillsgrid system is used in the manner it was intended for as outlined in the Skillsgrid online training modules. Furthermore the Client will ensure that the access codes are used in accordance with applicable instructions.

5.6   It is the client's obligation to ensure that all employees with access to the system complete the online Skillsgrid training and understand the terms of use of the system before using it.

6. Intellectual property:

6.1 The Client acknowledges that any and all of the trademarks, trade names, copyrights, patents, data, data profiles and other intellectual property rights used or embodied in or in connection with the Skillsgrid System belong exclusively to and shall be and remain the sole property of DBA and save as set out herein, nothing contained in this Agreement shall be construed so as to confer on the Client any copyright or other intellectual property rights in respect of any particular Services provided by Skillsgrid to the Client.

6.2 The Client acknowledges that all rights in any copy, translation, update, upgrade, adaptation or derivation of the Services including without limitation any improvement or development thereof belong exclusively to and shall be and remain the sole property of DBA.

6.3 The Client shall not, in any manner, copy, remove, alter or in any manner whatsoever, tamper with any copyright and/or other proprietary notice of DBA. Nothing contained in this Agreement shall be construed so as to confer on the Client any copyright or other intellectual property rights in respect of any particular services or the use of any system provided by DBA to the Client.

6.4 DBA acknowledges that any and all of the trademarks, trade names, copyrights, patents, data, and other intellectual property rights used or embodied in the Client belong exclusively to and shall be and remain the sole property of the Client.

6.5 DBA undertakes to indemnify and hold the client harmless against any claim instituted by a third party against the client, for infringement of copyright of such third party in respect of any of the Skillsgrid system copyright and intellectual property.

7. Pricing:

In consideration for the access and use of the Skillsgrid system, the client shall pay a Subscription fee of **R _____.___** (_____ rands) exclusive of VAT for 12 months. Payments shall be effected within 30 (thirty) days after receipt of an invoice from DBA. A price increase of 5% will be effective annually on renewal of the contract.

8. Declaration of authority:

8.1 The undersigned hereby declare that they have the necessary authority to enter into an agreement on behalf of the client.

Signed: _____

Name: _____

Designation: _____

Place: _____ **Date:** _____

Witness Signature: _____ **Witness Name:** _____

8.2 The undersigned hereby declare that they have the necessary authority to enter into an agreement on behalf of De Villiers Bester and Associates CC.

Signed: _____

Name: _____

Designation: _____

Place: _____ **Date:** _____

Witness Signature: _____ **Witness Name:** _____