



The Association of Arbitrators (Southern Africa)



POLICY ON CONTRACTING WITH EXTERNAL TRAINING ENTITIES

Policy on Contracting with External Training Entities

1. PURPOSE OF THIS POLICY

- 1.1 To realise benefits of a synergy flowing from co-operation between the AoA and other entities involved in the training of practitioners in the field of Alternative Dispute Resolution.
- 1.2 It is intended to broaden the base of training provided by the AoA in the field of Alternative Dispute Resolution and to encourage the building of relationships and cross-pollination of ideas with others involved in this field.
- 1.3 It is aimed at:-
 - 1.3.1 raising the profile and visibility of the AoA in the marketplace; and
 - 1.3.2 ensuring consistency and transparency in the procurement of training services.

2. DEFINITIONS

- 2.1 “Alternative Dispute Resolution” means a process, other than litigation, whereby disputes are settled and/or determined, and includes negotiation, conciliation, mediation, adjudication and arbitration.
- 2.2 “External Training Entity” means any firm or other organisation other than the AoA providing training to practitioners or other interested persons in the field of Alternative Dispute Resolution.

3. FUNDAMENTAL GUIDING PRINCIPLES

- 3.1 The AoA must be, and must be seen to be, independent of and not favouring any particular External Training Entity.
- 3.2 The AoA may enter into agreements with External Training Entities, in terms of which the AoA and the External Training Entity may each contribute in some manner to the training being offered or to the marketing and/or administration of such training.
- 3.3 Neither the AoA nor the External Training Entity shall be entitled to use, for its own benefit, training material developed and presented by the other, without the written consent of the other.
- 3.4 The AoA shall pay to the External Training Entity a fee for its services.

3.5 The AoA shall then charge its members a fee for the training and if a profit is made on the training, such profit shall remain with the AoA.

3.6 The AoA is not permitted to sponsor, or in any other manner, contribute financially other than the fee referred to above, to the External Training Entity.

4. CRITERIA FOR ASSESSMENT

Tenders will be assessed using the criteria listed in the Annexure “A” hereto. Of particular importance to the AoA are the following:-

- 4.1 Value for money to the AoA and its members.
- 4.2 Sound knowledge and experience of the subject matter.

NB: The AoA is not bound to accept the lowest quote or any quote and shall not be bound to accept the preferred tenderer as a sole supplier.

5. INTELLECTUAL PROPERTY RIGHTS (IPR)

It is accepted that the rights to all course material prepared by the External Training Entity will remain with the External Training Entity.

6. NON-DISCLOSURE

- 6.1 The AoA agrees that all confidential information received by it is and remains the sole property of the External Training Entity.
- 6.2 The AoA agrees to hold in confidence and trust and to maintain as confidential all confidential information received.
- 6.3 The confidential information will not be used by the AoA for any purpose other than the purpose for which it was disclosed.
- 6.4 ‘Confidential information’ means the information which provides the External Training Entity with competitive advantage, including but not limited to trade secrets, ideas, processes, hand-outs, data and know-how, copyrightable material, research and development, business opportunities, business contacts and customer lists as related to the products, services and training (past, current and prospective) of the External Training Entity.

ANNEXURE A - PRO FORMA INVITATION TO TENDER

1. INVITATION TO TENDER

- 1.1 This particular assignment is to run a
- mediation
 - adjudication
 - arbitration

course for the AoA during or about _____ 2012.

- 1.2 The AoA requires tendering organisations to be able to demonstrate the requisite knowledge and expertise in the field within which they are tendering.

2. TIMESCALE

- 2.1 This assignment is to take place during _____ 2012 and the deadline for responses to this document is required by no later than 12pm on _____ 2012. All responses should be submitted electronically to zarina@arbitrators.co.za.

- 2.2 Any queries other than those regarding cost should be submitted electronically to zarina@arbitrators.co.za.

3. INSTRUCTIONS TO TENDERERS

The proposal should be structured as follows:

- 3.1 The content of the proposed course material.
- 3.2 The suggested length of the course.

- 3.3 The person/s nominated to undertake the training. Please also enclose all relevant CVs and any appropriate references including whether or not the course is SAQA or SETA approved and whether or not the course carries CPD points.

- 3.4 A description of any requirements you might require from the AoA to enable the assignment to be fulfilled.

- 3.5 The cost to the AoA of providing the services required.

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