



**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**THE COLLEGES OF MEDICINE OF SOUTH AFRICA**

**AND**

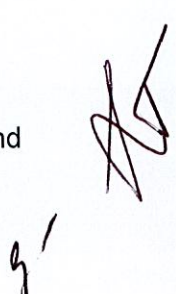
**THE HEALTH PROFESSIONS COUNCIL OF SOUTH AFRICA**

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## **1.0 PREAMBLE**

- 1.1 The following constitutes the complete Service Level Agreement (SLA) between the CMSA and the HPCSA pursuant to the Memorandum of Understanding (MoU) concluded between the parties, dated 17<sup>th</sup> June 2014.
- 1.2 The SLA is to be read in conjunction with the applicable CMSA examination rules, regulations and policies as contained in the Memorandum of Understanding and CMSA General Guidelines as well as the pre-examination requirements of universities together with the regulations of these specific institutions.

## **2.0 INTRODUCTION**

- 2.1 The SLA takes cognizance of the mandates and legal precepts governing the roles and responsibilities of the key qualification stakeholders, including the Council of Higher Education (CHE) and Higher Education Qualification Council (HEQC), the Department of Higher Education and Training (DoHET), the HPCSA, the Universities and the CMSA.
- 2.2 Further to the afore-going, the parties agree to the following:
- 2.2.1 Annual joint review of all assessments, involving all stakeholders directly involved in assessments, including the management of issues, problems and complaints of the past year.
- 2.2.2 Annual review and planning of interventions for disciplines with poor output pass rates.
- 2.2.3 Acknowledge the role of the Universities in determining the syllabi, curricula and research component.
- 2.2.4 Principles and requirements of formal assessments.
- 2.2.5 Criteria and requirements for the research component for University and CMSA qualifications.
- 2.2.6 Authority of the universities in determining the eligibility of individual candidates to enter examinations.
- 2.2.7 Agreements around the award of University qualifications (MMed) and CMSA specialist qualifications and requirements for registration of specialized qualifications with the HPCSA.
- 2.2.8 Admission requirements for entry to the Primary and Intermediate (Part I) examinations and acknowledgement of other examinations.
- 2.2.9 Admission requirements for entry to the Final (Part II) examinations.
- 2.2.10 Reliability, feasibility and validity of examination assessments.
- 2.2.11 Availability of examination resources. Refer to the CMSA General Guidelines and all other policies referred to in 1.2 above.
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### **3.0 EXAMINATION SCHEDULE, RESULTS AND FEEDBACK**

The CMSA shall:

- 3.1 Publish dates and venues of examinations thirty (30) months in advance.
  - 3.1.1 Frequency of examinations by type.
  - 3.1.2 Timing of examinations.
  - 3.1.3 Examination hosting centre as per rotation schedule.
- 3.2 Ensure formal and timeous liaison with the Executive of the health institutions where examinations are planned to take place.
- 3.3 Publicise opening and closing dates for examination applications and the relevant fees levied.
- 3.4 Receive and process applications for entry into the examinations.
- 3.5 Encourage constituent colleges where possible to offer preparatory courses to examine candidates.
- 3.6 Develop policies, rules and guidelines relating to the internal and external moderation of all assessments.
- 3.7 Inform candidates who passed the written examination of the venue for the clinical/practical component as well as the time slots for their examination.
- 3.8 Provide written feedback to candidates about their examination and whether failed candidates will have an opportunity to participate in future examinations.
- 3.9 Ensure access to examination scripts by candidates as per policy and guidelines.
- 3.10 In accordance with Clause 8 of the MoU, provide for an appeal mechanism for candidates who are dissatisfied with the result and shall on quarterly basis provide HPCSA with a report on the grievances or complaints lodged, indicating the outcomes thereof.
- 3.11 Facilitate re-marking of scripts as appropriate.
- 3.12 Provide for deferral of examinations for candidates who meet the criteria.
- 3.13 After each examination provide written feedback to the universities about the performance of their candidates.

### **4. REPORTS**

- 4.1 The CMSA shall submit a written report to the HPCSA after every completed examination. The report to address the following aspects of the completed examination:

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4.1.1 Candidate performance, examination breaches, process issues, complaints, quality assurance (i.e. statistics sheet, final list of candidates, minutes of examiners meeting and relevant excerpts from the Examinations and Credentials Committee meetings).

4.2 HPCSA to acknowledge receipt and content of the Report.

## **5.0 DATABASE MAINTENANCE**

The CMSA shall:

5.1 Maintain secure question banks to provide backup for unplanned paper changes.

5.2 Develop and implement protocols for storage and security of multi-choice questions (MCQ) and other question papers.

5.3 Allow controlled access to past question papers as appropriate (except MCQ databases).

5.4 Determine ownership of databases as per agreement.

## **6.0 THE EXAMINATION**

### **6.1 Examination setting**

6.1.1 Setting of examinations will be subject to the roles and responsibilities of the Examinations and Credentials Committee and the Constituent College Councils as reflected in the CMSA General Guidelines.

6.1.2 The composition of examination panels will be inclusive of input from academic heads of departments.

6.1.3 The language of examination will be English in all parts of the examination including written, practical and oral.

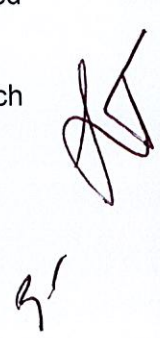
### **6.2 The marking process**

6.2.1 Marking of the examination in all its parts will be in accordance with the CMSA Examiners Guidelines.

6.2.2 Preliminary results will be published after consideration and approval by the Examinations and Credentials Committee or a sub-committee delegated thereby.

6.2.3 Final results will be recorded after ratification by the CMSA Senate or its delegated authority.

6.2.4 Convenor and Moderator reports on the examination will be filed after each examination.

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### 6.3 Examination moderation

- 6.3.1 All examinations in their entirety (written, practical and oral) will be subject to moderation.
- 6.3.2 The motivation, principles and process of moderation are captured in the Moderator Guidelines (see CMSA General Guidelines).

### 6.4 Examination Results

- 6.4.1 Examination results will be managed as in 6.2.2 and 6.2.3 above.
- 6.4.2 Publication of examination results
  - 6.4.2.1 Provisional results will be published on the CMSA website after every sitting where applicable.
  - 6.4.2.2 Final results will be published on the CMSA website and the journal transactions after ratified by the CMSA Senate.
  - 6.4.2.3 All results will be published in an anonymized fashion with candidate numbers only.
- 6.4.3 Detailed examination results will be provided to every candidate after Senate ratification.
- 6.4.4 Composite results by institution will be submitted to the Faculty Deans after Senate ratification.

### 6.5 Cost of CMSA examinations

The CMSA shall

- 6.5.1 Publish an examination entry fee schedule annually on the CMSA website at the beginning of the CMSA financial year.
- 6.5.2 Disclose to the HPCSA its annual review of examination fees.
- 6.5.3 Cause revised fees to be published when the website opens for registration of the relevant set of examinations and to be valid for a period of twelve (12) months.
- 6.5.4 Agree on examination cost sharing (where applicable) with host departments in advance of such examinations.
- 6.5.5 Detail all fees payable in respect of candidate examination review applications.

### 7.0 QUALITY ASSURANCE

- 7.1 The CMSA shall develop and implement protocols to assure the quality, validity and reliability of the assessments.
- 7.2 In this regard, performance indicators will be established and recorded and benchmarking conducted every three (3) years to ensure that the exit level of the



CMSA qualifications compares with that of countries that support an outcomes-based, integrated and problem-based curriculum for training in the clinical disciplines.

**8.0 HPCSA ACCREDITATION PROCESS OF THE CMSA NPE (NATIONAL PROFESSIONAL EXAMINATION)**

8.1 The agency function of the CMSA for delivery and management of the NPE shall be for an initial period of five years as detailed in the MoU concluded between the parties.

8.2 Further to 8.1 above, the mandate for managing the NPE shall be renewable subject to satisfactory performance by the CMSA, provided that –

8.2.1 The CMSA shall enjoy the right of first refusal after the initial period of five years as the HPCSA's agent for management of the NPE.

8.2.2 Re-accreditation of the CMSA shall be subject to a performance review conducted once per contract term of five years at a time suitable to both parties but not within one calendar month of the commencement of written examinations.

8.2.3 Performance indicators shall be agreed beforehand and these to include specialist qualification rates and examiner training.

8.2.4 The parties to agree on criteria for success in the assessment, commit to remediation where appropriate and define an appeal mechanism for accreditation disputes.

**9.0 FORCE MAJEURE**

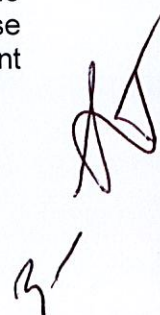
Except in respect of payment liabilities, neither party will be liable for any failure or delay in the performance under this Agreement due to reasons beyond its reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, government act or failure of the internet, provide the delayed party gives the other party prompt notice of the reasons for such cause.

**10.0 GOOD FAITH**

The parties shall display good faith in their dealings with each other.

**11.0 CONFIDENTIALITY**

11.1 The parties recognize that information, agreed to or noted by the parties to be confidential, may be passed from one party to the other party for purposes of the SLA and/or service level agreement, and that confidential information may arise from the implementation of the SLA and or the service level agreement ("confidential information").

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11.2 A party shall not divulge and shall ensure that all and any of its employees or agents shall not divulge to any person, other than the duly authorized representatives of the other party and its own staff, and only if this is necessary for the proper rendering of the services under the SLA and/or the service level agreement, any confidential information arising out of the performance of, related to or discovered in the course of the performance of the services required under this SLA and/or the without the prior written authority of the other party, unless ordered by a court of law.

11.3 The parties shall ensure that examiners, invigilators and moderators act in accordance with this clause.

## **12.0 PUBLICATION**

Neither party may publish or publicly disclose any confidential information without the prior written consent of the other party, which consent may not be unreasonably withheld, unless ordered by a court of law.

## **13.0 INTELLECTUAL PROPERTY**

13.1 All reports in paper, electronic or any other recorded format, produced by the HPCSA as a result of this SLA and/or the service level agreement, shall remain the property of the HPCSA which shall be entitled to use same for any purpose whatsoever and without payment to the CMSA.

13.2 Notwithstanding the above, intellectual property rights shall vest in the party originating or holding legal title to such property.

13.3 Any question paper/s in respect of the examinations shall remain/s the property of the CMSA.

13.4 The portfolio template shall be the property of the CMSA, while the contents thereof shall be the property of the candidate who shall have completed the template during the examinations.

13.5 Examination results shall be the property of the HPCSA.

## **14.0 GENERAL**

This SLA shall not affect the independence of either party, nor shall a party be entitled or have the power or authority, for any purpose or in any form whatsoever, to –

14.1 Enter into an agreement in the name of the other party.

14.2 Give any warranty, indemnification or undertaking on the other party's behalf, or

14.3 Create any liability for or against the other party.

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**15.0 DISPUTE RESOLUTION**

- 15.1 In the event of a dispute arising out of this SLA, the party arising the dispute shall give the other party the notice of such a dispute whereupon parties shall endeavor to resolve the dispute within thirty (30) days through negotiations.
- 15.2 In the event that the dispute remains unresolved, the parties hereby agree to refer the dispute to be arbitrated upon by a neutral arbitrator mutually agreed upon. The decision of the arbitrator so appointed shall be final and binding upon the parties. The parties shall equally share the costs of arbitration.

**16.0 DOMICILIUM AND NOTICES**

- 16.1 The parties choose as their *domicillium citandi et executandi* for purposed of any notice or service of any document under this SLA, the following addresses:

16.1.1 HPCSA

PHYSICAL ADDRESS	POSTAL ADDRESS
553 Madiba Street ARCADIA PRETORIA 0083	P O Box 205 PRETORIA 0001
Tel: 012 338 9492	Fax: 012 338 9432

16.1.2 CMSA

17 Milner Road RONDEBOSCH CAPE TOWN 7000	17 Milner Road RONDEBOSCH CAPE TOWN 7000
Tel: 021 689 9533	Fax: 021 685 3766

- 16.1.2 A party shall, immediately after the change in such party's address under sub-clause (1), and if already available, notify the other party in writing of the new address for the purposes of an amendment to this clause.
- 16.1.3 A notice of change of address shall be served on the other party by means of a prepaid registered mail or facsimile.


**17.0 COMMENCEMENT, DURATION AND TERMINATION OF THIS SLA**

Notwithstanding the date of signature of this SLA commences on 17 June 2014 and shall terminate on the date on which the MoU terminates.

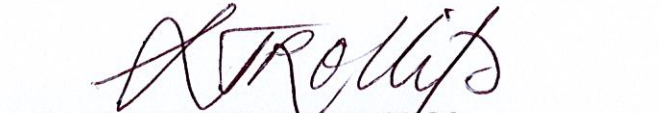




This signed at PRETORIA on this 29 day of APRIL 2015.

  
**FOR AND ON BEHALF OF THE HPCSA  
REGISTRAR/CEO (Duly authorized)**

Witness: 1. Adv. T. Bokanye 2. (FPKHU MALO)

  
**FOR AND ON BEHALF OF CMSA  
CHIEF EXECUTIVE OFFICER (Duly authorized)**

Witness: 1. [Signature] 2. [Signature]