



SITA-MICT SETA Hackathon participation
terms of reference

1 Definitions

- 1.1 For the purpose of this Agreement, unless the context indicates otherwise, the following words and phrases shall have the meanings assigned to them below and cognate expressions shall have corresponding meanings:
- 1.1.1 “**Administrator**” means a person tasked to manage administration of the Hackathon;
- 1.1.2 “**Agreement**” means this Hackathon participation agreement as envisaged and includes all documentation appended or annexed hereto and signed by the Parties;
- 1.1.3 “**confidential information**” means, in relation to either Party any and all information which is:
- 1.1.3.1 lawfully not in the public domain;
- 1.1.3.2 may reasonably be regarded as being sensitive to the Party concerned, including in circumstances where that Party communicates such sensitivity to the other Party; and/or
- 1.1.3.3 by its nature or content, any information that ought reasonably to be identifiable as confidential and/or proprietary to the Party disclosing such information (“**disclosing Party**”), including information regarding either Party’s business, business practices and trade secrets material to the business of the disclosing Party, which information may be furnished orally or in writing, or in any form, including in computer language and whether marked with proprietary legend or not. Such confidential information, without limiting it to such, may include details of finances, price files, contracts, earnings, volume of business, methods, systems, practices, plans and/or fee schedules.
- 1.1.4 “**intellectual property**” means collectively the patents, copyright, trademarks, designs, models, trade names, trade secrets, confidential information and know-how of the parties whether registered or unregistered, including applications for and rights to obtain or use same;
- 1.1.5 “**participant**” means any person who takes part in the Hackathon in terms of this Agreement;
- 1.1.6 “**Parties**” means SITA and the participant, and “**Party**” will mean, as the context requires, any one of them.
- 1.1.7 “**person**” means a natural person, juristic person or organ of state, for the purposes of this Agreement;
- 1.1.8 “**proprietary information**” means any and all data whether of a historical, current or future nature, irrespective of whether same is stored, recorded or embodied in handwritten, printed, visual, electronic, audible or other format or medium, whether in the possession or under the control of either Party or any third party, including without limiting its ordinary meaning, all data, computer data, agreements and other documentation, programming code, codes, letters, telefaxes, telegrams, faxes, specifications, and strategic plans;
- 1.1.9 “**SITA**” means the State Information Technology Agency established in terms of the SITA Act, 1998, and registered under the Companies Act, 1973 (Act 61 of 1973) under registration number 1999/001899/30;

2 Regulation of the event

- 2.1 SITA, in partnership with the Media, Information and Communication Technologies Sector Education and Training Authority (MICT SETA), plan to carry out a Hackathon under the theme of “**Fostering**

innovation to address business process challenges” – being open to new ideas, technology and unexplored markets to collaborate on SITA and government-specific solutions and product development. This will be done in partnership with small, medium and macro enterprises (SMMEs), academia and industry partners . This Hackathon will take place between May 2023 and June 2023, and it will be governed by the provisions of these terms and conditions (terms).

3 Purpose

- 3.1 The Hackathon will promote a technological challenge over a five-day period with the main goal of creating solutions to address business process challenges in the identified SITA internal line functions.
- 3.2 The aim is to showcase creative talents that solve business problems with solutions that can be implemented at either SITA or government for citizens’ convenience.
- 3.3 Innovators will investigate and develop solutions and produce minimum viable products to address the current internal business process problems as identified.
- 3.4 The Hackathon will be directed at SMMEs, students and internal SITAZens to co-develop solutions in order to improve and automate identified SITA internal business processes.
- 3.5 Technology requirements and support:
 - 3.5.1 The targeted innovator will utilise technologies of choice as an enabler.
 - 3.5.2 Innovators will also be encouraged to utilise open-source technologies to build solutions and promote innovation in the open-source community.
 - 3.5.3 Mentors will be provided to support participants throughout the development and submission period.

4 Problem statements

- 4.1 The Hackathon will focus on the following problem statements:
 - 4.1.1 **Problem statement 1:**
 - 4.1.1.1 The e-Recruitment system is that it is not linked to a business process system (BPS) vacancy or organisational design (OD) structure to enable easy tracking of outstanding approved vacancies against filled. It does not provide workflows, no templates for ease of scoring and report-generation, feedback to candidates, etc. This creates more manual activities for all involved in the system.
 - 4.1.1.2 On-boarding is currently manual and not standardised. The ideal process would be to create a platform for candidates to be engaged with triggers and reminders of things to do, days before joining SITA. Once in SITA, a system must assist to guide and track the new employee on completing a packaged on-boarding programme, providing a completion report for probation confirmation purposes. Human Capital Management (HCM) interacts with a lot of documentation – they capture data and make corrections manually. Similarly, off-boarding also involves many activities such as exit interviews, revoking access and signing of relevant documentation, which can be time-consuming and has the possibility of human error. Leveraging digital tools and artificial intelligence (AI) to drive automation and accuracy for on-boarding, off-boarding and personalised training of employees can boost employee engagement.

4.1.1.3 Currently, corporate induction is done virtually on an internal platform (SITAVarsity) when there is a number of ten or more new recruits. This disadvantages employees who join the company in fewer numbers because they have to wait for new recruits joining in later months.

4.1.2 **Problem statement 2:**

4.1.2.1 The procedure to publish, receive and review tenders will fall within strict deadlines and policy guidelines. The process to receive tenders is currently being done manually and has proven to be a tedious and time-consuming process.

4.1.2.2 With a highly automated e-Tendering system, advertising and responses to tenders will reduce the turnaround times on finalisation of tenders. Integration with the Central Supplier Database to verify prospective suppliers' information and compliance will speed up evaluations. There is a requirement to automate the supply-chain management (SCM) process, including client-facing processes (end-to-end) (demand management, tender management, requests for information and requests for quotation). The requirement is for a solution that can provide a platform for SCM to manage, monitor and coordinate the tender publication and receipt and pre-qualification process.

4.1.3 **Problem statement 3:**

4.1.3.1 Transversal contracts are contracts negotiated for government wherein departments can buy from instead of negotiating a new contract.

4.1.3.2 Currently, there is limited purchase visibility on the use of transversal contracts. Departments source goods available on transversal contracts due to the misconception that these are "cheap", not having a view of the value-add of established contracts regarding total cost of ownership or enterprise requirements. There is a need to get the necessary transparency and at the same time provide departments with the customer experience required, to set guidelines aligned to public policy and manage non-contract purchases.

4.1.3.3 There is a requirement for developing an online buy-site (like an Amazon.com or Takealot.com for government) where government departments can view and purchase products that are available on transversal contracts.

4.1.4 **Problem statement 4:**

4.1.4.1 The contract management lifecycle is currently managed manually and not optimally defined.

4.1.4.2 The procedures for managing contracts and contract lifecycles exist but the process stages) is not being monitored and controlled sufficiently.

4.1.4.3 Automating major parts of the process can speed up the contracting process, eliminate loss of documents and data, provide improved access, and limit errors, providing reliable and efficient service.

4.1.4.4 There is a requirement for a robust, scalable and streamlined system for the management of contracts throughout the stages.

4.1.5 **Problem statement 5:**

4.1.5.1 The management of recognition and rewards is currently a manual process. It is time-consuming and weighs those involved down with administrative tasks. Employee recognition has been linked to increased productivity, improved performance, lower staff turnover, improved relationships between team members and overall employee morale. An automated approach to employee rewards and recognition will make the implementation of the policy easier with less margin for error and might lead to increased take-up by lines of business to

reward staff and it will also free them up to concentrate on their core business rather than manually rewarding staff reporting to them.

- 4.1.5.2 HCM is looking for a rewards and recognition solution that will assist to automate the process to reward employees, to recognise employees at scale while at the same time still provide the personalisation needed to keep employees engaged.

NOTE A problem-statement-curated document will be made available on the Open Innovation platform. Participants can propose a solution based on any of the identified problem statements.

5 Organisation

- 5.1 The Hackathon is organised by SITA in partnership with the MICT SETA. The terms and the event will be promoted through the official website of the event at smartidea@sitaco.za.

6 Facilities and infrastructure

- 6.1 The Hackathon will be held at the SITA Innovation Centre in Centurion, from 8:00 on 8 June to 12 June 2023, with an expected duration of 40 consecutive hours.
- 6.2 SITA reserves the right to change the location and date of the event provided for in the preceding paragraph due to logistical reasons and at its sole discretion.
- 6.3 Participants consent that the SITA Innovation Centre facilities and infrastructure are for the exclusive use of this event.
- 6.4 SITA will ensure that the technical infrastructure necessary for the event, including Wi-Fi and web access, are available.
- 6.5 Participants will be responsible for their own IT equipment, such as laptops or mobile devices.
- 6.6 SITA will be responsible for providing food to all participants during the event.

7 Participants and applications

- 7.1 Qualifying SMMEs, academia (students) and individual youths are eligible to participate in the Hackathon:
- 7.1.1 Individuals must be 18 years or older, and must be a student at a recognised university, studying towards an IT-related field.
- 7.1.2 SMMEs must be a qualifying exempt micro enterprise (EME) or qualifying small enterprise (QSE).
- 7.2 Formal applications shall be submitted on the official SITA Open Innovation platform, <https://smart-solution.co.za/>, between 8:00 on 26 May 2023 and 24:00 on 29 May 2023.
- 7.3 Applications must be accompanied by the complete identification of each one of the team members, particularly full name, birth date and email address. SITA will ensure the confidentiality and protection of all personal data provided for participation in the Hackathon, which will not be transferred or used for any other purpose.

8 Event details

- 8.1 The Hackathon is a competition intended to encourage the creation, design and development of solutions that respond to the internal business process challenges posed.

- 8.2 The duration of the event is 120 hours, and the competition is expected to start at 8:00 on 8 June 2023.
- 8.3 The event will start with a team briefing and the delivery of an electronic copy of these terms to all participants.
- 8.4 Teams will have approximately five days to create a minimum viable product. During this period, there will be a stage for considering the ideas of the teams. The goal of this stage is to select the finalist solutions that will be presented to a panel of judges at the end of the Hackathon.
- 8.5 After the presentation of the solutions, judges will deliberate in accordance with the criteria provided for in paragraph 13 of these terms to select the winners.
- 8.6 The event will conclude after the announcement of the winning teams.

9 Panel of judges

- 9.1 The panel of judges will be composed of SITA and MICT SETA members, and other guests with recognised experience in the subject matter of the Hackathon.
- 9.2 One of the panelists will be appointed as a chairperson, who will be responsible for coordinating and ensuring the progression of the work and the panel's final decision.
- 9.3 The decisions of the panel will be made by simple majority. The chairperson will have the right to cast the deciding vote, if needed.
- 9.4 These decisions will be made at the panel's sole discretion. No team or team member shall make any claim or appeal against the decisions, either interlocutory or final, of the panel.
- 9.5 Participants will be required to present their proposals via an online platform to a panel of judges where shortlisted proposals will be selected.
- 9.6 The criteria for adjudicating proposals will be made available to participants for purposes of transparency and fairness.

10 Categories

- 10.1 The technology used for providing a solution to a problem statement/challenge will not be confined to a specific technology platform. The biggest focus will be on the solution; the technology used will be adjudicated as an enabler. Participants will therefore need to be innovative with no limitations. The technology can be a single or an integration of multiple technologies.

11 Solution development

- 11.1 The participants who have been selected from the adjudication process will be allocated a mentor, who will assist them throughout the duration of the processes until the technical solution demonstration.
- 11.2 Mentors will strictly be forbidden from coding, so that the main burden of development should lie with the participants. Mentors will be required to:
 - 11.2.1 assist the teams to unpack the proposal into a high-level solution design;
 - 11.2.2 assist teams to gain more insight on the problem or solution they are hacking;
 - 11.2.3 assist teams to think through their hacking process;
 - 11.2.4 provide teams with tips and tricks to ensure a winning solution; and
 - 11.2.5 motivate the team when their spirit is low.

- 11.3 The participants will be allowed to work independently under the supervision of the mentor. Quality review sessions will be held with the intention to review progress, identify and resolve challenges and provide guidance, where required.

12 Solutions deployment

- 12.1 The winning solutions will be packaged and where resources (infrastructure, finances, etc.) are available, the solutions will be deployed at the identified areas.

13 Selection of winning team(s)' solution

- 13.1 For the selection of the winning team(s), the evaluation criteria of the apps to be used by the panel will be as follows:

Criteria	Weight	Value
Minimum viable product quality	10%	From 0 to 10
Potential impact, commercial viability and sustainability	30%	From 0 to 10
Tech quality and feasibility	20%	From 0 to 10
Functionality, value and user experience	40%	From 0 to 10

14 Prizes

- 14.1 Prizes will be awarded to the winning teams as follows:

14.1.1 1st prize: R200 000.00

14.1.2 2nd Prize: R100 000.00.

14.1.3 3rd Prize: R50 000.00

- 14.2 Prizes will be delivered at an award ceremony by the 30th June 2023.

- 14.3 SITA reserves the right not to deliver prizes (in whole or in part), should the quality of the final products not meet the requirements of the challenge and/or should the panel of judges decide not to do so, at its sole discretion. No team or team member shall dispute or make any claims about the decision.

- 14.4 Payment of any taxes, fees, charges or contributions related to the prizes is the sole responsibility of each individual team member of the winning team(s).

- 14.5 The awards ceremony will take place at the end of the event following the announcement of the winners. If the winners are not present at the time of the announcement, they will be notified (via phone or email) by SITA, which will include an alternative method for delivering the prize. Awarding of prizes to third parties will not be allowed.

15 Proposal submission

- 15.1 Participants will choose problem statements from the predefined internal business process challenges in line with SITA's strategic requirements.

- 15.2 Participants will be required to create proposals indicating the chosen problem statement and the proposed solutions.
- 15.3 Participants will be provided with the necessary documentation and/or templates to allow them to develop proposals. Participants will be required to work in teams of a minimum of three (3) to a maximum of five (5) members.
- 15.4 Proposals must be submitted via a standard proposal template, which will be made available electronically and on the Open Innovation platform.

16 Acceptance of and agreement to terms and conditions

- 16.1 Application for participation in the SITA / MICT SETA Hackathon implies full acceptance of these terms and conditions.
- 16.2 Participants agree to the following conditions for application and participation in the Hackathon:
 - 16.2.1 The solutions developed shall not feature any references of a sexual nature, explicit or suggestive, shall not be offensive, obscene, pornographic or violent or derogatory to any ethnic, racial, religious, professional or age group. They should not encourage any form of hate or group hate nor contain derogatory comments about SITA or its products or services, or other people, products or companies.
 - 16.2.2 The solutions developed shall not present registered trademarks or logos owned by third parties or advertise or promote any brand or product of any kind.
 - 16.2.3 The solutions developed shall not contain materials protected by copyright or property of third parties (including photographs, sculptures, paintings and other works of art or images published on websites or on television, movies or other media). Participants shall ensure that the ideas/ prototypes/apps proposed are innovative and original.
 - 16.2.4 The solutions developed shall not present any names, images, photographs or other evidence that identifies any person, living or dead, without the explicit authorisation from them or their representatives.
 - 16.2.5 During the bootcamp, participants shall act with the utmost courtesy and respect for all persons and entities involved in the event.
- 16.3 Failure to comply with the terms and conditions provided for in this clause may result in, by decision of the panel of judges, at its sole discretion, the summary exclusion of the participant and/or team from the Hackathon with no claim or appeal.

17 Intellectual property

- 17.1. License grant:
 - 17.1.1 By participation and submission of proposals, participants grant to SITA an irrevocable, perpetual, paid-up, non-exclusive, royalty-free, assignable, transferable, worldwide licence to use any information contained in the participants' submitted proposals for use by SITA in the subsequent development and deployment of viable solutions.
- 17.2 By participating in the Hackathon, participants acknowledge and accept, for all legal purposes, that:
 - 17.2.1 SITA shall be the sole and exclusive owner of all right, title and interest (including, without limitation, all intellectual property rights) in any solution developed, conceived or reduced to practice during and after the Hackathon challenge, including copyright and related rights on the ideas/

prototypes/apps and their components, whose design and development the participants have been involved in during the Hackathon. Participants therefore assign, freely and for an unlimited time, all intellectual property rights they may have on these ideas/prototypes/apps and their components to SITA.

- 17.2.2 SITA shall not have, at any time, any obligation to inform or request any type of authorisation regarding the use, development and/or change of ideas/prototypes/apps and their components whose design and development the participants have been involved in during the Hackathon.
- 17.2.3 Participants represent and warrant that they have permission to use proprietary information and that it does not infringe on the intellectual property of third parties. Permission for use of any third-party material must be submitted to SITA before or during the Hackathon. For avoidance of doubt, “proprietary information” means any and all data, whether of a historical, current or future nature, irrespective of whether same is stored, recorded or embodied in handwritten, printed, visual, electronic, audible or other format or medium, whether in the possession or under the control of either Party or any third party, including without limiting its ordinary meaning, all data, computer data, agreements and other documentation, programming code, codes, letters, telefaxes, telegrams, faxes, specifications, and strategic plans.
- 17.2.4 SITA reserves the right to request removal of any content that may infringe any third-party intellectual property rights.

18 Liability

- 18.1 Organisers cannot be held liable for any loss, damage, personal injury, or death occurring as a result of participation in the Hackathon.

19 Code of conduct

- 19.1 Participants must agree to a conduct that promotes fairness, equality and respect for all participants.

20 Disqualification

- 20.1 Any violation of the Hackathon’s terms and conditions or engagement in any misconduct may lead to the participants being disqualified from the Hackathon.

21 Marketing and publicity

- 21.1 Participants agree that SITA may use the title of their entry, name, photographs and details of the expertise on the Hackathon and SITA website and promotional or marketing material without compensation.
- 21.2 Participants agree that they will direct any media enquiries or enquiries from anyone looking to publish information about the Hackathon 2023 to the designated SITA Hackathon programme manager.
- 21.3 Participants understand that they may be requested to undertake media interviews in relation to the Hackathon.
- 21.4 There will be correspondence with the winning teams should SITA embark on a process of implementing the solutions. SITA is not under any obligation to use the winning proposals for any purpose.

Notwithstanding the provisions of section 5 of the Copyright Act 98 of 1978, SITA will partner with the participants of the viable developed solutions at its own discretion.

22 Domicilia citandi et executandi

22.1 The Parties choose as their *domicilia citandi et executandi* for all purposes arising from this Agreement the following addresses:

22.1.1 For SITA (SOC) Ltd

22.1.1.1 Street address: Managing Director
State Information Technology Agency (SOC) Ltd
459 Tsitsa Street
Erasmuskloof
Pretoria
0048

22.1.1.2 Postal address: Managing Director
State Information Technology Agency (SOC) Ltd
PO Box 26100
Monument Park
0105

22.1.2 For the Participant

22.1.2.1 Street address: [Name of participant]

22.1.2.2 Postal address: [Name of participant]

22.3 Any Party may change its *domicilium citandi et executandi* by means of a written notice to the other Party provided that such *domicilium* shall be a physical address within the Republic of South Africa

22.4 All notices contemplated under this Agreement shall be delivered by email.

23 General

23.1 Even if not expressly confirmed in writing, participation in the Hackathon means that each participant has accepted these terms and conditions. Participants must accept the terms and conditions prior to entering the challenge.

23.2 All decisions of the organiser are final and binding.

23.3 SITA reserves the right to hold void, suspend, cancel, or amend the whole Hackathon where it becomes necessary to do so at any time without prior notice.

- 23.4 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 23.5 SITA reserves the right, in its sole discretion, to cancel, modify or suspend the Hackathon in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Hackathon is compromised, without liability to the participants.
- 23.6 SITA reserves the right, in its sole discretion, to disqualify any participant as determined by SITA.
- 23.7 This Agreement constitutes the entire contract between the Parties as to its subject matter and may only be altered or varied in writing.
- 23.8 No alteration of, variation of or amendment to this Agreement, including this clause, shall be of any force and effect unless it is reduced to writing and signed by the Parties.

24 Questions or suggestions

- 24.1. A briefing session will be held with registered participants on the 25 May 2023.
- 24.2 For further clarification, applicants and participants shall first refer to the information available on the Open Innovation platform website.
- 24.3 For any further information or suggestions, the following email address should be used:
infosmart-solution@sita.co.za.
- 24.4 Any omission shall be settled by the panel of judges, pursuant to clause 8 of these terms.

25 Signatures

The signatories hereof, being duly authorised thereto, by their signatures hereto confirm their acceptance of the contents hereof and authorise the implementation or adoption thereof, as the case may be, for and on behalf of the parties represented by them.

25.1 For the Participant

Thus done and signed at _____ on this ____ day of _____ 2023

Full names:

Witnesses:

- | | | |
|----|-----------|-----------|
| 1. | _____ | _____ |
| | Full name | Signature |
| 2. | _____ | _____ |
| | Full name | Signature |

25.2 For SITA (SOC) Ltd

Thus done and signed at _____ on this ____ day of _____ 2023

Full names:

Executive: Corporate and Digital Strategy, for and on behalf of the State Information Technology Agency (SOC) Ltd

Witnesses:

- | | | |
|----|-----------|-----------|
| 1. | _____ | _____ |
| | Full name | Signature |
| 2. | _____ | _____ |
| | Full name | Signature |

Annex A: Acceptance by the Participant

Ithe undersigned, hereby acknowledge and accept the terms and conditions for participation in the Hackathon.

Signature: _____

Date: _____