

FOUNDATION FOR **HUMAN RIGHTS**

**Documents for Justice
Portfolio Committee**

August 2016



Contents

Socio-Economic Justice for All Programme (SEJA)

This pack consists of documents related to the SEJA programme. These are:

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1. THE FINANCING AGREEMENT BETWEEN AU AND DOJ & CD

Agreement N°ZA/DCI-AFS/024-552

FINANCING AGREEMENT
between
THE EUROPEAN COMMISSION
and
THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

Socio-Economic Justice for All (SEJA)
(Budget Line 21.060200)

FINANCING AGREEMENT

Special Conditions

The European Union, hereinafter referred to as "**the EU**", represented by the European Commission, hereinafter referred to as "**the Commission**",

of the one part, and

The Government of the Republic of South Africa, hereinafter referred to as "**the Beneficiary**",

of the other part,

have agreed as follows:

ARTICLE 1 - NATURE AND PURPOSE OF THE OPERATION

1.1. The EU shall contribute to the financing of the following programme:

CRIS decision number:	ZA/DCI-AFS/024-552
Title:	Socio-Economic Justice for All (SEJA)

hereinafter referred to as "**the programme**", which is described in the Technical and Administrative Provisions.

1.2 This programme shall be implemented in accordance with this Financing Agreement and the annexes thereto.

ARTICLE 2 – TOTAL ESTIMATED COST AND THE EU'S FINANCIAL CONTRIBUTION

2.1 The total cost of the programme is estimated at EUR 25 000 000 with the following components:

2.1.1 Budget support:	EUR 18 000 000
2.1.2 Complementary support:	EUR 7 000 000

2.2 The EU undertakes to finance a maximum of EUR 25 000 000. The breakdown of the EU's financial contribution into budget headings is shown in the budget included in the Technical and Administrative Provisions.

ARTICLE 3 - THE BENEFICIARY'S CONTRIBUTION

3.1 The Beneficiary undertakes to co-finance the programme with zero euro. The breakdown of the Beneficiary's financial contribution into budget headings is shown in the budget included in the Technical and Administrative Provisions.

3.2 Where there is a non-financial contribution by the Beneficiary, detailed arrangements for the delivery of such contribution shall be set out in the Technical and Administrative Provisions.

ARTICLE 4 – IMPLEMENTATION

4.1 By derogation to Article 3 of the General Conditions, the Complementary support component shall be implemented by the Commission acting for and on behalf of the Beneficiary.

4.2 The following clauses of the General Conditions shall not be applicable: Articles 1.3, 5, 6, 7, 8.2, 8.3, 11, 16.2, 17, 19.4, 20.6, 22.3, 22.4 and 22.6.

4.3 The following clauses of the General Conditions shall be replaced by the following:

4.3.1 Article 2.2: Wherever there is a risk of overrunning the global amount set in the Financing Agreement, the Commission may either scale down the programme or draw on the Beneficiary's own resources, after its approval, or on other non-EU resources.

4.3.2 Article 2.3: If the programme cannot be scaled down, or if the overrun cannot be covered by other resources including those of the Beneficiary, the Commission may decide to grant additional EU financing. Should it take such a decision, the excess costs shall be financed, without prejudice to the relevant EU rules and procedures, by the release of an additional financial contribution to be set by the Commission.

4.3.3 Article 18.1: Every programme financed by the EU shall be subject to the appropriate communication and information operations. These operations shall be defined with the approval of the Commission.

4.3.4 Article 19.1: The Beneficiary shall take appropriate measures to prevent irregularities and fraud and, on request of the Commission, bring prosecutions to recover funds wrongly paid. The Beneficiary shall inform the Commission of any measure taken.

4.3.5 Article 19.3: The Beneficiary shall immediately inform the Commission of any element brought to its attention which arouses suspicions of irregularities or fraud.

ARTICLE 5 – PERIOD OF EXECUTION

5.1 The period of execution of the Financing Agreement as defined in Article 4 of the General Conditions shall commence on the entry into force of the Financing Agreement and end 84 months after this date.

5.2 The duration of the operational implementation phase is fixed at 60 months.

5.3 The duration of the closure phase is fixed at 24 months.

ARTICLE 6 - ADDRESSES

All communications concerning the implementation of this Financing Agreement shall be in writing, refer expressly to the programme and be sent to the following addresses:

a) for the Commission

the Head of the Delegation of the European Union
P.O. Box 945
Groenkloof – South Africa

b) for the Beneficiary

Deputy Minister of Finance
National Treasury
Pretoria – South Africa

ARTICLE 7 - ANNEXES

7.1 The following documents shall be annexed to this Financing Agreement and form an integral part thereof:

Annex I: General Conditions

Annex II: Technical and Administrative Provisions

7.2 In the event of a conflict between the provisions of the Annexes and those of the Special Conditions of the Financing Agreement, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex I and those of Annex II, the provisions of Annex I shall take precedence.

ARTICLE 8 – SPECIAL CONDITIONS APPLYING TO A BUDGET SUPPORT OPERATION

8.1. The following clauses of the General Conditions shall not be applicable to the part of the programme related to the budget support operation: Articles 1.3, 2, 4.2 first sentence, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16.2, 17 and 18.2, 19.5, 20.6, 22.3, 22.4 and 22.6.

8.2. Furthermore, the following clauses of the General Conditions shall be replaced respectively by the following:

8.2.1 Article 3: The part of the programme related to the budget support operation shall be implemented by the Commission. This consists in verifying compliance with the conditions for payment, and in the payment of the amounts due for each instalment, in conformity with this Financing Agreement.

8.2.2 Article 14: The Beneficiary undertakes to apply its national foreign exchange regulations in a non-discriminatory manner to the payments made under this Financing Agreement.

The exchange rate used takes into consideration market conditions.

ANNEX I - GENERAL CONDITIONS

TITLE I - PROJECT/PROGRAMME FINANCING

ARTICLE 1 – GENERAL PRINCIPLE

- 1.1 The EU's financial contribution shall be limited to the amount specified in the Financing Agreement.
- 1.2 The provision of the EU financing shall be subject to fulfilment of the Beneficiary's obligations under this Financing Agreement.
- 1.3. The expenditure incurred by the Beneficiary before the entry into force of the Financing Agreement is not eligible for the EU financing.

ARTICLE 2 - COST OVERRUNS AND COVERING THEM

- 2.1 Individual overruns of the budget headings of the Financing Agreement shall be dealt with by reallocating funds within the overall budget, in accordance with Article 22 of these General Conditions.
- 2.2 Wherever there is a risk of overrunning the global amount set in the Financing Agreement, the Beneficiary shall immediately inform the Commission and seek its prior approval for the corrective measures planned to cover the overrun, proposing either to scale down the project/programme or to draw on its own or other non-EU resources.
- 2.3 If the project/programme cannot be scaled down, or if the overrun cannot be covered either by the Beneficiary's own resources or other resources, the Commission may, at the Beneficiary's duly substantiated request, decide to grant additional EU financing. Should the Commission take such a decision, the excess costs shall be financed, without prejudice to the relevant EU rules and procedures, by the release of an additional financial contribution to be set by the Commission.

8.2.3 Article 18.1: Every programme financed by the EU shall be subject to the appropriate communication and information operations. These operations shall be defined with the approval of the Commission.

8.2.4 Article 19.1: The Beneficiary shall take appropriate measures to prevent irregularities and fraud and, on request of the Commission, bring prosecutions to recover funds wrongly paid. The Beneficiary shall inform the Commission of any measure taken.

8.2.5 Article 19.3: The Beneficiary shall immediately inform the Commission of any element brought to its attention which arouses suspicions of irregularities or fraud.

8.3 Article 4.1 of the General Conditions shall be supplemented by the following: All payment requests submitted by the Beneficiary in accordance with the provisions set out in the Technical and Administrative Provisions shall be eligible for EU financing provided that such requests are submitted during the operational implementation phase.

8.4 Article 19.6 of the General Conditions shall be applicable mutatis mutandis in relation to any practices of active or passive corruption whatsoever in relation to the implementation of the operation.

ARTICLE 9 – ENTRY INTO FORCE OF THE FINANCING AGREEMENT

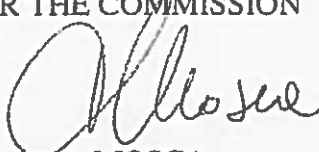
The Financing Agreement shall enter into force on the date on which it is signed by the last party.

Done in two original copies, one copy being handed to the Commission and one to the Beneficiary.

14/5/2014
Done at Pretoria, on
FOR THE BENEFICIARY



Done at Brussels, on 27/5/2014
FOR THE COMMISSION



Francesca MOSCA,
Authorising Officer by subdelegation



TITLE II - IMPLEMENTATION

ARTICLE 3 – GENERAL PRINCIPLE

The project/programme shall be implemented under the responsibility of the Beneficiary with the approval of the Commission.

ARTICLE 4 - PERIOD OF EXECUTION

- 4.1 The period of execution of the Financing Agreement shall comprise two phases:
- an operational implementation phase, in which the principal activities are carried out. This phase shall commence on the entry into force of the Financing Agreement and end with the opening of the closure phase;
 - a closure phase, during which final audits and evaluation are carried out and contracts and programme estimates for the implementation of the Financing Agreement are technically and financially closed. This phase shall end at the latest 24 months after the end of the operational implementation phase.
- 4.2 Costs related to the principal activities shall be eligible for EU financing only if they have been incurred during the operational implementation phase. Costs related to final audits and evaluation and closure activities shall be eligible up to the end of the closure phase.
- 4.3 Any balance remaining from the EU contribution will be automatically decommitted no later than six months after the end of the period of execution.
- 4.4 In exceptional and duly substantiated cases, a request may be made for the extension of the operational implementation phase and correlatively of the period of execution. If the extension is requested by the Beneficiary, the request must be made at least three months before the end of the operational implementation phase and approved by the Commission before that latter date.
- 4.5 In exceptional and duly substantiated cases, and after the end of the operational implementation phase, a request may be made for the extension of the closure phase and correlatively of the period of execution. If the extension is requested by the Beneficiary, the request must be made at least three months before the end of the closure phase and approved by the Commission before that latter date.

TITLE III – PAYMENTS TO BE MADE BY THE COMMISSION TO THIRD PARTIES

ARTICLE 5 – DEADLINE FOR PAYMENTS TO BE MADE BY THE COMMISSION TO THIRD PARTIES

- 5.1 When the Commission is making payments related to contracts implementing the Financing Agreement and awarded by the Beneficiary, the Beneficiary shall undertake to provide the Commission with the payment requests or invoice no later than 15 calendar days before the payment deadline for the initial pre-financings specified in the contract. In case of further pre-financing for grants, and interim and final payments, the Beneficiary shall undertake to provide the Commission with the payment request or invoice not later than 30 calendar days before the expiry of the payment deadline specified in the contract. The Beneficiary shall notify the Commission of the date of registration of this request. The payment request is not admissible if at least one essential requirement is not met. The time limit for payments may be suspended at any time by the Commission by informing the Beneficiary, that the payment request can not be met, either because the amount is not due or because the appropriate supporting documents have not been produced. If information which puts in doubt the eligibility of expenditure appearing in a payment request, comes to the notice of the Commission the Commission may suspend the time limit for payment for the purpose of further verification, including an on-spot check, in order to ascertain, prior to payment, that the expenditure is indeed eligible. The suspension should be communicated to the Beneficiary as soon as possible. The time limit for payment shall resume once the payment request becomes admissible.
- 5.2 The deadline referred to in paragraph 1 shall also apply when payment is conditional on approval of a report. The approval of any report is included in the payment deadline specified in the contract. To this end, the Beneficiary has to approve the report and provide the Commission with the payment request or invoice within the deadline set above in article 5.1. When the Beneficiary does not approve the report he shall send, as soon as possible, to the contractor or grant beneficiary a document formally suspending the deadline for payment and explaining the reasons for suspension. Suspension is effective from the sending of the notification. The contractor or grant beneficiary must provide clarifications, modifications or further information within 30 days of the notification. The time limit for payment begins to run again from the date on which the clarifications are registered.
- 5.3 In the event of any delay in forwarding payment requests attributable to the Beneficiary, the Commission shall not be obliged to pay the contractor the late-payment interest provided for in contracts, which will be payable by the Beneficiary. The contractor is entitled to payment of late-payment interest, unless he is a government department or public body in an EU Member State.

TITLE IV – PAYMENTS TO BE MADE BY THE BENEFICIARY TO THIRD PARTIES AND DISBURSEMENT TO BE MADE BY THE COMMISSION THROUGH PROGRAMME ESTIMATES

ARTICLE 6 – GENERAL PRINCIPLE

- 6.1 When the Beneficiary is making payments to third parties, programme estimates must be drawn up and adopted beforehand.
- 6.2 The programme estimate is a document laying down the programme of measures to be carried out and the human and material resources required, the corresponding budget and the detailed technical and administrative implementing arrangements for decentralised execution of a project/programme over a specified period by direct labour and/or by means of public procurement and/or the award of grants.
- 6.3 All programme estimates implementing the Financing Agreement must respect the procedures and standard documents laid down by the Commission, in force at the time of the adoption of the programme estimates in question.

ARTICLE 7 - DISBURSEMENT

- 7.1 The Commission shall transfer funds no later than 45 calendar days after the date on which it registers an admissible payment request from the Beneficiary. The payment request is not admissible if at least one essential requirement is not met. The time limit for payments may be suspended by the Commission by informing the Beneficiary, at any time during the period referred to above, that the payment request can not be met, either because the amount is not due or because the appropriate supporting documents have not been produced. If information which puts in doubt the eligibility of expenditure appearing in a payment request comes to the notice of the Commission, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-spot check, in order to ascertain, prior to payment, that the expenditure is indeed eligible. The suspension should be communicated to the Beneficiary as soon as possible. The time limit for payment shall resume once the payment request becomes admissible.
- 7.2 The Commission shall make payments to a bank account denominated in euro and opened at a financial institution accepted by the Commission.
- 7.3 The Beneficiary shall guarantee that funds paid by the Commission by way of pre-financing can be identified in this bank account.

- 7.4 Transfers in euro shall, if necessary, be converted into the Beneficiary's national currency as and when payments have to be made by the Beneficiary, at the bank rate in force on the day of payment by the Beneficiary.
- 7.5 The funds paid by the Commission to this bank account shall yield interest or equivalent benefits. The Beneficiary shall notify the Commission of interest or equivalent benefits yielded by those funds at least once a year.
- 7.6 Interest or equivalent benefits yielded by the funds paid of more than two hundred fifty thousand euro shall be repaid to the Commission within 45 days of receipt of the Commission's request.
- 7.7 For a programme estimate which has not given rise to any transfer of funds within three years of its signature, the corresponding committed amount shall be decommitted.

TITLE V - AWARD OF PROCUREMENT AND GRANT CONTRACTS

ARTICLE 8 – GENERAL PRINCIPLES.

- 8.1 All contracts implementing the Financing Agreement must be awarded and implemented in accordance with the procedures and standard documents laid down and published by the Commission for the award of procurement and grant contracts , in force at the time of the launch of the procedure in question.
- 8.2 The Beneficiary shall use the language of this Financing Agreement for the award of procurement and grant contracts ,
- 8.3 In cases of decentralised contracts, the Beneficiary will inform the Commission when a candidate, tenderer or applicant is in a situation of exclusion from participation in award procedures according to the relevant provisions of the Financial Regulation applicable to the general budget of the European Union or when a contractor has been guilty of making false declarations or has made substantial errors or committed irregularities and fraud, or has been found in serious breach of its contractual obligations.

In such cases, without prejudice to the power of the Commission to exclude an entity from future procurement and grant contracts financed by the EU according to the Financial Regulation applicable to the general budget of the European Union, financial penalties to contractors mentioned in the provision on "Administrative and Financial Penalties" of the General Conditions of

decentralised contracts may be imposed to the contractors by the Beneficiary if this is allowed by its national law. Such financial penalties shall be imposed following an adversarial procedure and ensuring the right of defence of the contractor.

- 8.4 The Beneficiary undertakes to take every appropriate measure to remedy any practices of active or passive corruption whatsoever at any stage of the procedure for the award of contracts or grants. "Passive corruption" shall mean the deliberate action of an official, who, directly or through an intermediary, requests or receives advantages of any kind whatsoever, for himself or for a third party, or accepts a promise of such an advantage, to act or refrain from acting in accordance with his duty or in the exercise of his functions in breach of his official duties, which has, or would have, the effect of harming the EU's financial interests. "Active corruption" shall mean the deliberate action of whosoever promises or gives, directly or through an intermediary, an advantage of any kind whatsoever to an official, for himself or for a third party, to act or refrain from acting in accordance with his duty or in the exercise of his functions in breach of his official duties, which has, or would have, the effect of harming the EU's financial interests.

ARTICLE 9 - DEADLINE FOR THE SIGNATURE OF THE CONTRACTS IMPLEMENTING THE FINANCING AGREEMENT

- 9.1 Except for those components of this Financial Agreement implemented under Joint Management or Indirect Centralised Management, the contracts implementing the Financing Agreement shall be signed by both parties within three years of the entry into force of the Financing Agreement. That deadline may not be extended.
- 9.2 The above provision shall not apply to:
- audit and evaluation contracts, which may be signed later;
 - addenda to contracts already signed;
 - contracts concluded after early termination of an existing contract and
 - cases of change of entity charged with budget execution tasks
- 9.3 At the end of the three years of the entry into force of the Financing Agreement, any balance for which contracts have not been signed, except those referred to in Article 9.2 here above, will be decommitted
- 9.4 The above provision shall not apply to any balance of the contingency reserve.
- 9.5 A contract which has not given rise to any payment within three years of its signature shall be automatically terminated and its funding shall be decommitted.

ARTICLE 10 - ELIGIBILITY

- 10.1 Participation in invitations to tender for works, supply or service contracts and in calls for proposals shall be open on equal terms to all natural and legal persons of the Member States of the EU and, in accordance with the specific provisions in the basic acts governing the cooperation sector concerned, to all natural and legal persons of the beneficiary third countries or of any other third country expressly mentioned in those acts.
- 10.2 It may be decided, on the basis of the specific conditions laid down in the basic acts governing the cooperation sector concerned, to allow third-country nationals other than those referred to in paragraph 1 to tender for contracts.
- 10.3 Goods and supplies financed by the EU and necessary for the performance of works, supply and service contracts and procurement procedures launched by the grant beneficiaries for the execution of the action financed must originate in countries eligible to participate in the terms laid down in the previous two paragraphs, except when it is provided otherwise in the basic act.

ARTICLE 11 – PUBLICATION OF INFORMATION

- 11.1 The Beneficiary undertakes to publish each year in a dedicated and easily accessible place of its internet site the title of each contract financed by the Financing Agreement, the name and nationality of the grant beneficiary or successful tenderer as well as the amount of the corresponding grant or contract.
- 11.2 If such internet publication is impossible, the information shall be published by any other appropriate means, including the official journal of the Beneficiary. Publication shall take place during the first half of the year following the closure of the year in respect of which the contracts and grants were awarded by the Beneficiary. The Beneficiary shall communicate to the Commission the address of the place of publication and reference shall be made to this address in the dedicated place of the internet site of EuropeAid . If the information is published otherwise, the Beneficiary shall give the Commission full details of the means used.

TITLE VI - RULES APPLICABLE TO THE PERFORMANCE OF CONTRACTS

ARTICLE 12 - ESTABLISHMENT AND RIGHT OF RESIDENCE

- 12.1 Where justified by the nature of the contract the Beneficiary shall entitle natural and legal persons participating in invitations to tender for works, supply or service contracts with a provisional right of establishment and residence in the Beneficiary's territory(ies). This right shall remain valid for one month after the contract is awarded.
- 12.2 The Beneficiary shall also entitle contractors (procurement and grant contracts) and natural persons whose services are required for the performance of the contract and members of their family with similar rights during the implementation of the project/programme.

ARTICLE 13 - TAX AND CUSTOMS PROVISIONS

- 13.1 The Beneficiary shall apply to procurement contracts and grants financed by the EU the most favoured tax and customs arrangements applied to States or international development organisations with which it has relations.
- 13.2 Where a Framework Agreement is applicable, which includes more detailed provisions on this subject, these provisions shall apply as well.

ARTICLE 14 - FOREIGN EXCHANGE ARRANGEMENTS

- 14.1 The Beneficiary undertakes to authorise the import or purchase of the foreign currency necessary for the implementation of the project. It also undertakes to apply its national foreign exchange regulations in a non-discriminatory manner to the contractors allowed to participate referred to in Article 10 of these General Conditions.
- 14.2 Where a Framework Agreement is applicable, which includes more detailed provisions on this subject, these provisions shall apply as well.

ARTICLE 15 – USE OF DATA FROM STUDIES

Where the Financing Agreement involves the financing of a study, the contract related to this study, signed for the implementation of the Financing Agreement, shall govern the

ownership of that study and shall include the right for the Beneficiary and the Commission to use data in the study, to publish it or to disclose it to third parties.

ARTICLE 16 - ALLOCATIONS OF AMOUNTS RECOVERED UNDER CONTRACTS

- 16.1 Without prejudice to the responsibilities of the Beneficiary, the Commission may, in accordance with the relevant provisions of the Financial Regulation applicable to the general budget of the European Union formally establish an amount as being wrongly paid under a contract financed under this Financing Agreement and proceed to its recovery by any means.
- 16.2 Amounts recovered by the Beneficiary from payments wrongly effected, from financial guarantees lodged on the basis of procedures of award of contracts or under a contract financed under this Financing Agreement, as well as from financial penalties imposed by the Beneficiary on candidate, tenderer, contractor or grant beneficiary, shall be returned to the Commission. The damages granted to the Beneficiary shall also be returned to the Commission.

ARTICLE 17 - FINANCIAL CLAIMS UNDER CONTRACTS

The Beneficiary undertakes to confer with the Commission before taking any decision concerning a request for compensation made by a contractor and considered by the Beneficiary to be justified in whole or in part. The financial consequences may be borne by the EU only where the Commission has given its prior approval. Such prior approval is also required for any use of funds committed under the present Financing Agreement to cover costs arising from disputes relating to contracts.

TITLE VII - GENERAL AND FINAL PROVISIONS

ARTICLE 18 – VISIBILITY

- 18.1 Every project/programme financed by the EU shall be subject to the appropriate communication and information measures. Unless otherwise agreed, the Beneficiary shall take the necessary measures to ensure the visibility of the EU funding for the project/programme. These measures shall be defined under the responsibility of the Beneficiary with the approval of the Commission.
- 18.2 These communication and information measures shall follow the rules in the Communications and Visibility Manual for EU External Actions laid down and published by the Commission, in force at the time of the measures.

ARTICLE 19 – PREVENTION OF IRREGULARITIES, FRAUD AND CORRUPTION

19.1 The Beneficiary undertakes to check regularly that the operations financed with the EU funds have been properly implemented. It shall take appropriate measures to prevent irregularities and fraud and, if necessary, bring prosecutions to recover funds wrongly paid.

19.2 "Irregularity" shall mean any infringement of the Financing Agreement, implementing contracts and programme estimates or of EU law resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the general budget of the EU, either by reducing or losing revenue accruing from own resources collected directly on behalf of the EU, or by an unjustified item of expenditure.

"Fraud" shall mean any intentional act or omission concerning:

- the use or presentation of false, incorrect or incomplete, statements or documents which has as its effect the misappropriation or wrongful retention of funds from the general budget of the EU;
- non-disclosure of information in violation of a specific obligation, with the same effect;
- the misapplication of such funds for purposes other than those for which they are originally granted.

19.3 The Beneficiary shall immediately inform the Commission of any element brought to its attention which arouses suspicions of irregularities or fraud and of any measure taken to deal with them.

19.4 As stated in Article 8.3, in cases of decentralised contracts, the Beneficiary will inform the Commission when a contractor has been guilty of making false declarations or has made substantial errors or committed irregularities and fraud, or has been found in serious breach of its contractual obligations.

Without prejudice to the power of the Commission to exclude a natural or legal person from future procurement and grant contracts financed by the EU according to the Financial Regulation applicable to the general budget of the European Union financial penalties to contractors mentioned in the provision on "Administrative and Financial Penalties" of the General Conditions of decentralised contracts may be imposed to contractors by the Beneficiary if this is allowed by its national law. Such financial penalties shall be imposed, following an adversarial procedure and ensuring the right of defence of the contractor.

- 19.5 The Beneficiary shall immediately inform the Commission of the name of the economic operators whom have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the EU's financial interests.
- 19.6 The Beneficiary undertakes to take every appropriate measure to remedy any practices of active or passive corruption whatsoever in the implementation of the related contracts. Definitions in Article 8.3 apply herein.

If the Beneficiary does not take the appropriate measures to remedy any practices of corruption or fraud mentioned under this article, the Commission may adopt itself such measures including the recovery of the EU funding by any means.

ARTICLE 20 - VERIFICATIONS AND CHECKS BY THE COMMISSION, THE EUROPEAN ANTI-FRAUD OFFICE (OLAF) AND THE EUROPEAN COURT OF AUDITORS

- 20.1 The Beneficiary agrees to the Commission, OLAF and the European Court of Auditors conducting documentary and on-the-spot checks on the use made of EU funding under the Financing Agreement (including procedures for the award of contracts and grants) and carrying out a full audit, if necessary, on the basis of supporting documents of accounts and accounting documents and any other documents relating to the financing of the project/programme, throughout the duration of the agreement and for seven years after the date of the last payment.
- 20.2 The Beneficiary also agrees that OLAF may carry out on-the-spot checks and verifications in accordance with the procedures laid down by EU law for the protection of the EU's financial interests against fraud and other irregularities.
- 20.3 To that end, the Beneficiary undertakes to grant officials of the Commission, OLAF and the European Court of Auditors and their authorised agents access to sites and premises at which operations financed under the Financing Agreement are carried out, including their computer systems, and to any documents and computerised data concerning the technical and financial management of those operations, and to take every appropriate measure to facilitate their work. Access by authorised agents of the Commission, OLAF and the European Court of Auditors shall be granted on conditions of strict confidentiality with regard to third parties, without prejudice to public law obligations to which they are subject. Documents must be accessible and filed in a manner permitting easy inspection, the Beneficiary being bound to inform the Commission, OLAF or the European Court of Auditors of the exact location at which they are kept.
- 20.4 The checks and audits described above shall also apply to contractors and subcontractors who have received EU funding.

20.5 The Beneficiary shall be notified of on-the-spot missions by agents appointed by the Commission, OLAF or the European Court of Auditors.

20.6 The Beneficiary shall keep the following financial and contractual supporting documents

Procurement procedures:

- Forecast notice with proof of publication of the procurement notice and any corrigenda
- Nomination of shortlist panel
- Shortlist report (incl. annexes) and applications
- Proof of publication of the shortlist notice
- Letters to non-shortlisted candidates
- Invitation to tender or equivalent
- Tender dossier including annexes, clarifications, minutes of the meetings, proof of publication
- Nomination of the evaluation committee
- Tender opening report, including annexes
- Evaluation / negotiation report, including annexes and bids received¹
- Notification letter
- Supporting documents
- Cover letter for submission of contract
- Letters to unsuccessful candidates
- Award / cancellation notice, including proof of publication
- Signed contract, amendments, riders and relevant correspondence

Calls for proposals and direct award of grants:

- Nomination of the evaluation committee
- Opening and administrative report including annexes and applications received²
- Letters to successful and unsuccessful applicants
- Concept note evaluation report
- Letters to successful and unsuccessful applicants
- Evaluation report of the full application or negotiation report with relevant annexes
- Eligibility check and supporting documents
- Letters to successful and unsuccessful applicant with approved reserve list
- Cover letter for submission of contract
- Award/cancellation notice with proof of publication
- Signed contract, amendments, riders and relevant correspondence

In case of decentralised operations:

- In addition to all of the above –mentioned supporting documents also all relevant documentation relating to payments and recovery orders.

¹ Elimination of unsuccessful bids five years after the closure of the procurement procedure.

² Elimination of unsuccessful applications three years after the closure of the grant procedure.

ARTICLE 21 – CONSULTATION BETWEEN THE COMMISSION AND THE BENEFICIARY

- 21.1 The Beneficiary and the Commission shall consult each other before taking any dispute relating to the implementation or interpretation of this Financing Agreement further.
- 21.2 Where the Commission becomes aware of problems in carrying out procedures relating to management of this Financing Agreement, it shall establish all necessary contacts with the Beneficiary to remedy the situation and, take any steps that are necessary, including, where the Beneficiary does not, or is unable to, perform the duties incumbent on it, temporarily taking the Beneficiary's place
- 21.3 The consultation may lead to the amendment, suspension or termination of the Financing Agreement.

ARTICLE 22 – AMENDMENT OF THE FINANCING AGREEMENT

- 22.1 Any amendment to the Special Conditions, Annex II and Annex III to the Financing Agreement shall be made in writing and be the subject of an addendum.
- 22.2 If the request for an amendment comes from the Beneficiary, the latter shall submit that request to the Commission at least three months before the amendment is intended to enter into force, except in cases which are duly substantiated by the Beneficiary and accepted by the Commission.
- 22.3 For technical adjustments which do not affect the objectives and results of the project/programme and alterations in matters of detail which do not affect the technical solution adopted, and with no reallocation of funds, the Beneficiary shall inform the Commission of the amendment and its justification in writing as soon as possible and apply that amendment.
- 22.4 The use of contingency reserve shall be subject to the Commission's prior written approval.
- 22.5 The specific cases of the extension of the operational implementation phase or closure phase are governed by Article 4 (4) and (5) of these General Conditions.
- 22.6 Where the Commission considers that the Beneficiary ceases to satisfy the decentralisation criteria and without prejudice to Articles 23 and 24 of these General Conditions, the Commission may decide to retake the financial implementation tasks entrusted to the Beneficiary in order to continue the implementation of the project/programme on behalf, and for the account, of the Beneficiary after informing the latter in written form

ARTICLE 23. SUSPENSION OF THE FINANCING AGREEMENT

23.1 The Financing Agreement may be suspended in the following cases:

- The Commission may suspend the implementation of the Financing Agreement if the Beneficiary breaches an obligation under the Financing Agreement, and notably if it ceases to satisfy the decentralisation criteria laid down, where relevant, in the Special Conditions
- The Commission may suspend the implementation of the Financing Agreement if the Beneficiary breaches any obligation set under the procedures and standard documents laid down and published by the Commission for the award and implementation of contracts and grants.
- The Commission may suspend the Financing Agreement if the Beneficiary breaches an obligation relating to respect for human rights, democratic principles and the rule of law and in serious cases of corruption.
- The Financing Agreement may be suspended in cases of force majeure, as defined below. "Force majeure" shall mean any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations, not attributable to error or negligence on their part (or the part of their contractors, agents or employees) and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial difficulties cannot be invoked as force majeure. A party shall not be held in breach of its obligations if it is prevented from fulfilling them by a case of force majeure of which the other party is duly informed. A party faced with force majeure shall inform the other party without delay, stating the nature, probable duration and foreseeable effects of the problem, and take any measure to minimise possible damage.

23.2 No prior notice shall be given of the suspension decision.

23.3 The Commission may take any appropriate precautionary measure before suspension takes place.

23.4 When the suspension is notified, the consequences on the ongoing contracts and programme estimates or contracts and programme estimates to be signed will be indicated.

23.5 A suspension of the Financing Agreement is without prejudice to the suspension of payments by the Commission for the sake of ensuring sound financial management or protecting the EU's financial interests.

ARTICLE 24 – TERMINATION OF THE FINANCING AGREEMENT

- 24.1. If the issues which led to the suspension of the Financing Agreement have not been resolved within a maximum period of 180 days, either party may terminate the Financing Agreement at 30 days' notice.
- 24.2. Where a Financing Agreement has not given rise to any payment within three years of its signature or no implementing contract has been signed within this period, that Financing Agreement will be terminated.
- 24.3. When the termination is notified, the consequences on the ongoing contracts and programme estimates or contracts and programme estimates to be signed will be indicated.

ARTICLE 25 - DISPUTE-SETTLEMENT ARRANGEMENTS

- 25.1. Any dispute concerning the Financing Agreement which cannot be settled within a six-month period by the consultations between the parties provided for in Article 21 of these General Conditions may be settled by arbitration at one of the parties' request.
- 25.2. In this case the parties shall each designate an arbitrator within 30 days of the request for arbitration. Failing that, either party may ask the Secretary-General of the Permanent Court of Arbitration (The Hague) to designate a second arbitrator. The two arbitrators shall in their turn designate a third arbitrator within 30 days. Failing that, either party may ask the Secretary-General of the Permanent Court of Arbitration to designate the third arbitrator.
- 25.3. Unless the arbitrators decide otherwise, the procedure laid down in the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States shall apply. The arbitrators' decisions shall be taken by a majority within a period of three months.
- 25.4. Each party shall be bound to take the measures necessary for the application of the arbitrators' decision.

2. THE TECHNICAL AND ADMINISTRATIVE PROVISIONS FOR IMPLEMENTATION

Document 2: The Technical and Administrative Provisions for implementation (TAPS)

The TAPS is central to the SEJA Programme. It describes the six Key Result Areas (KRA):

- KRA 1: Improved awareness of constitutional rights with an emphasis on Socio-Economic Rights and on vulnerable groups
- KRA 2: Enhanced participatory democracy through public policy dialogues on constitutional rights
- KRA 3: Improved and sustained collaboration between government, Chapter 9 institutions, civil society and other stakeholders in terms of justice service delivery and socio-economic rights.
- KRA 4: Increased Research on Socio-Economic Rights and Jurisprudence
- KRA 5: Improved Sector Co-Ordination and Policy Design on Constitutional Development
- KRA 6: Strengthened capacity, engagement and participation of CSOs in the realization of constitutional rights

Each KRA has one or more Key Performance Indicator (KPI) to measure whether the DOJ&CD and FHR are meeting the objectives of the KRAs, spread over three years. These can be found in the table on pages 20, 21 and 22 of the document.

Many of the KPIs have financial implications because the so-called "variable tranche" of money depends on whether we have met them or not. These indicators are in "Table A" on pages 9 to 13.

A smaller group of KPIs have political implications because they are published in the Annual Performance Plan of the DOJ&CD so these get reported to Cabinet. These are in the next document in the pack.

ANNEX II

**TECHNICAL AND ADMINISTRATIVE PROVISIONS FOR
IMPLEMENTATION**

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

Title:	Socio-Economic Justice for All (SEJA)
CRIS decision number:	ZA/DCI-AFS/024-552
Budget line	21.060200

Beneficiary country/region	Republic of South Africa		
Budget heading	Budget Line: 21.060200		
Title	Socio-Economic Justice for All (SEJA) Support Programme		
Total cost	<p>EU contribution: EUR 25 000 000</p> <p><i>of which</i></p> <ul style="list-style-type: none"> ➤ EUR 18 000 000 for Budget Support ➤ EUR 7 000 000 for Complementary Support 		
Aid method / Management mode	<p><i>Sector Reform Contract (SRC)</i></p> <ul style="list-style-type: none"> ➤ Sector Budget Support: Direct (centralised) management ➤ Complementary Support: Direct (centralised) management 		
SECTOR	Legal and Judicial Development	DAC sector code	15130
Complementary Support	Human Rights	DAC sector code	15160

1. INTERVENTION

1.1 Objectives

General objective: To assist the Government of South Africa in eradicating poverty, promoting sustainable and inclusive growth, and consolidating and improving democratic and economic governance.

Specific objectives: To support the Department of Justice and Constitutional Development (DoJ&CD), especially through its Constitutional Development Branch, to fulfil its mandate, with a particular focus on the enhancement of socio-economic rights.

1.2 Expected results

The expected results (Key Result Areas) of the SRC, which are based on the DoJ&CD Strategic Framework on Socio-Economic Justice, are as follows

- KRA1:** Improved awareness of constitutional rights with an emphasis on socio-economic rights and on vulnerable and marginalised groups;¹
- KRA2:** Enhanced participatory democracy through public policy dialogue on constitutional rights;
- KRA3:** Improved and sustained collaboration between Government, Chapter Nine Institutions, Civil society and other stakeholders in terms of justice service delivery and socio-economic rights (including support for Community Advice Offices);
- KRA4:** Increased research on socio-economic rights and jurisprudence;
- KRA5:** Improved sector coordination and policy design on Constitutional development;² and
- KRA6:** Strengthened capacity, engagement and participation of Civil Society Organisations (CSOs) in the realisation of constitutional rights.

1.3 Main activities

The main activities to implement the budget support package are policy dialogue, financial transfer, performance assessment, reporting and capacity development (technical assistance).

1.3.1 Component 1: Budget Support

The main activities will be linked to the achievement of the objectives and expected results of this programme, the verification of conditions and the payment of budget support. Supporting activities will include a series of dialogues around the implementation of SEJA through a number of fora within the framework of the South Africa-EU "Strategic Framework" under the Mogôbagôba Dialogue³ process. These fora include, but are not limited to:

- The annual EU-SA Summit, Joint Cooperation Council, and associated preparatory meetings;
- The South Africa-EU Annual Consultations and associated preparatory meetings;
- The EU-South Africa Structured Dialogue Forum on Human Rights⁴;
- Quarterly meetings of [the National Treasury], DoJ&CD, and EU prepared on the basis of quarterly and annual reports produced by the DoJ&CD with the aim of assessing progress made in the implementation of SEJA, the verification of the budget support payment criteria, and the implementation of complementary support;
- Biennial Strategic Forum with Development Partners and the DoJ&CD;

¹ Vulnerable and Marginalised groups have been defined by the South African Human Rights Commission as: (i) women; (ii) children; (iii) rural and urban poor communities; (iv) farm workers; (v) people affected by HIV/AIDS; (vi) gay, lesbian, and transgender communities; (vii) children headed households; (viii) people affected by violations of their socio-economic rights, race and xenophobia, lack of land rights, their advanced age; (ix) persons with disabilities; (x) youth including youth in prison.

² Taking notably into account Departments that are members of the Social and Justice Clusters: Basic Education, Health, Labour, Social Development, Home Affairs, as well as Chapter 9 Institutions.

³ South Africa-European Union Strategic Partnership Joint Action Plan, May 2007, and the Trade, Development, and Cooperation Agreement, December 1999.

⁴ Council Conclusions on the establishment of a Human Rights Dialogue with South Africa, 19 November 2012.

- Ad-hoc technical meetings on issues relevant to the achievement of the objectives and expected results of this programme;
- Dialogue with civil society organisations.

1.3.2 Component 2: Complementary support

Complementary support will have two components:

- *Component 2.1:* Grants to Civil Society Organisations (CSOs) on socio-economic rights;
- *Component 2.2:* Technical assistance to (i) the DoJ&CD and if requested by the DoJ&CD other relevant Government Departments and Chapter 9 Institutions; and (ii) support to Civil Society Organisations

With respect to *grants to Civil Society Organisations on socio-economic rights* the objective is to support the enhancement of socio-economic rights. An expected result will be the strengthened capacity, engagement and participation of CSOs in the realisation of constitutional rights (corresponding to KRA 1,2,3,4 and 6). This result is expected to contribute to the other KRA of the SRC. Fields of intervention will include, but not be limited to: (i) capacity building; (ii) lobbying; (iii) advocacy/awareness-raising/campaigns; (iv) networking initiatives/establishing or strengthening networks; (v) debate/discussion/dialogue; (vi) litigation to promote constitutional rights; (vii) research actions; and (viii) preparation and implementation of this component, including assessors.

With respect to *technical assistance to the DoJ&CD, and other relevant Government Departments and other Chapter 9 Institutions*, the following are the indicative key activities foreseen: (i) development of a sector coordination strategy to build complementarity and linkages between all role players involved in the realisation of constitutional rights; (ii) development of systems to assist in the formulation and evaluation of reports prepared by relevant Departments and to be submitted to international, regional and national bodies; (iii) support for the implementation of the National Action Plan to combat Racism, Racial Discrimination, Xenophobia and Related Intolerance; (iv) support for the Constitutional Development Branch with research, production, publication and dissemination of articles and on constitutional development. Within two months of the start of the SRC, the DoJ&CD, National Treasury and the EU will develop a framework for technical assistance.

With respect to *technical assistance to Civil Society Organisations*, the following are the indicative key activities foreseen: (i) support on EU grants managements, rules and procedures; (ii) institutional support, including inter alia internal governance; management, including financial management; and the development of sustainability plans; (iii) capacity building on inter alia monitoring & evaluation; advocacy, and research for advocacy; lobbying; networking; CSO coordination mechanisms; effective use of information and communication technologies. Activities such as training, workshops, seminars and conferences are foreseen in this area.

2 IMPLEMENTATION

2.1 Budget and timetable

The indicative operational implementation period of this action, during which the activities described in sections 1.3 will be carried out, is 60 months, subject to modifications to be agreed by the responsible authorising officer in the relevant agreements.

The budget breakdown of the programme is shown in Table 1 below. The indicative amounts and calendar for the disbursements of the budget support are as shown in Appendix 2, table A.

Table 1: Indicative Budget of different modules

Module	Amount (EUR)	Third party contribution (indicative, where known)
Budget Support [Sector Reform Contract]	18 000 000	N.A.
Grants to CSOs on socio-economic rights	5 000 000	20%
Technical Assistance	1 775 00	N.A.
Evaluation and Audit	200 000	N.A.
Communication and Visibility	25 000	N.A.
Total	25 000 000	N.A.

2.2 Budget support modalities

Budget support is provided as direct untargeted budget support to the National Treasury. The crediting of the euro transfers disbursed into South African Rand will be undertaken at the appropriate exchange rates in line with Article 9.2 of the Special Conditions. The budget support transfers consist of fixed and variable tranches.

2.3 Disbursement criteria

The *general conditions* for disbursement of all tranches are detailed in Appendix 2 Table B and informed by the monitoring framework in Appendix 3 Tables A, B and C. The *specific condition* for disbursement of the fixed tranches is detailed in Appendix 2 Table C. The *targets and weighting* for disbursement of variable tranches are detailed in Appendix 2 Table F.

The chosen targets and indicators specified in Appendix 1 Table A and in Appendix 2 Table F will apply for the duration of the programme. However, in duly justified circumstances, the National Authorising Officer may submit a request to the Contracting Authority for the targets and indicators to be changed. The changes agreed to the targets and indicators may be authorised by exchange of letters between the two parties.

2.4 Performance monitoring

For the Government as a whole, performance monitoring takes place on an annual cycle based around the fiscal year (FY) running from April to March. The mechanisms for carrying out monitoring and performance are included in the work of all Departments, the National Treasury, Statistics South Africa, and the Auditor General, with this work overseen by the Department of Performance Monitoring and Evaluation (DPME) established in the Presidency.⁵ The DoJ&CD is fully aligned to those requirements, through the publication of its Annual Performance Plan (APP) in April each year, followed by its Annual Report, published indicatively in August/September each year.

Based on this overall mechanism, performance monitoring for this programme, with the exception of the first payment, is expected to take place on an annual cycle consisting of four main steps: (i) the APP published in April of each year, including the SEJA objectives and indicators; (ii) the Annual Report published in August/September of each year, including the Auditor General's report and the SEJA outcomes for the previous fiscal year; (iii) the formal request for disbursement from the DoJ&CD via the National Treasury (NAO) in November of each year; and (iv) the payment based on evaluation of performance with payment planned for April (Q1) of each year. For the assessment of the general conditions regarding satisfactory progress in the sector policy, assessments in year N will as far as possible be based on the performance in year N-1 for disbursement in year N+1. The

⁵ In 2008 two new departments were created in the Presidency. One was the National Planning Commission (NPC) (which has been responsible for the DO and the NDP); and the other was the Department of Performance Monitoring and Evaluation (DPME).

exception to this annual cycle will be the first payment which is foreseen to take place, following the signature of the Financing Agreement, in Q2 of FY 2014/15.

2.5 Procurement and financial procedures for complementary support (Grants and Technical Assistance), Audit and Evaluation implemented through direct centralised management

Procurement procedures: All contracts implementing the action must be awarded and implemented in accordance with the general and specific conditions of the Financing Agreement and with the procedures and standard documents drawn up and published by the Commission for the implementation of external operations in force at the time of the launch of the procedure in question.

Payments: All payments must be made by the Commission in accordance with the general and specific conditions of the Financing Agreement and with the procedures and standard documents drawn up and published by the Commission for the implementation of external operations in force at the time of the launch of the procedure in question.

Specific rules for grants are set out below:

1. Eligibility conditions

To be eligible for a grant, the applicant must

- (i) be a legal person **and**
- (ii) be non-profit-making **and**
- (iii) be a specific type of organisations such as: non-governmental organisations, citizens' groups, organisations representing economic and social interests, community organisations, advocacy organisations, women's and youth organisations, research and scientific organisations, education institutions, independent foundations, and international (inter-governmental) organisations as defined in Article 43 RAP. However, in case of a multi-beneficiary grant, an International Organisation, a public sector operator, or a local authority cannot be the applicant **and**
- (iv) be registered in **South Africa and**
- (v) be directly responsible for the preparation and management of the action with the co-applicant(s) and affiliated entity(ies), not acting as an intermediary **and**
- (vi) be able to demonstrate to have regularly carried out activities in the field covered by this Call **and**
- (vii) be active in South Africa.

2. Essential selection and award criteria

The essential selection criteria are financial and operational capacity of the applicant. The essential award criteria are relevance of the proposed action to the objectives of the call; design, effectiveness, feasibility, sustainability and cost-effectiveness of the action.

3. Maximum rate of co-financing

The maximum possible rate of co-financing for grants under this call is 80% of the eligible costs of the action. The rate may be higher if the auto-financing capacity of the targeted beneficiaries is weak.

The maximum possible rate of co-financing may be up to 100 % in accordance with Articles 192 of the Financial Regulation and 109 of the Financial Regulation of the 10th EDF if full funding is essential for the action to be carried out. The essentiality of full funding will be justified by the responsible authorising officer in the award decision, in respect of the principles of equal treatment and sound financial management.

4. Indicative trimester to launch the call

Second trimester of 2014.

5. Exception to the non-retroactivity of costs

Not applicable.

3. EVALUATION AND AUDIT

No audit is foreseen for the SRC. For the complementary support (grants and technical assistance), the EU will contract evaluation and audits if deemed appropriate and applicable to the nature of the contract. The SRC is subject to a mid-term and final evaluation funded, contracted and managed by the DoJ&CD.

4. COMMUNICATION AND VISIBILITY

Communication and visibility activities will aim to (i) harness key events such as the SA-EU annual Summit, policy dialogue on human rights, Joint Cooperation Council (ICC), annual consultations, signing ceremonies, tranche release decisions, joint sector reviews and visits to supported areas for media coverage and press releases; (ii) support consultations with non-state actors, donors, and parliament; and (iii) popularise the information on the SRC in the country.

Public awareness activities (media coverage, press releases) will primarily target South African citizens and institutions, but also the donor community as far as transparent communication is concerned. The audience in Europe will be served through the information provided to specific EU initiatives. Information on the SRC and Call for Proposals will be disseminated through regular updates on the EU websites

Appendices

- 1 - Performance indicators used for disbursements
- 2 - Disbursement arrangements and timetable
- 3 - Assessment of general condition 1 (Public Policy)

Performance indicators used for disbursements

The purpose of this appendix is to present information on the performance criteria and indicators to be used for disbursement (variable tranches) purposes.

The performance criteria and indicators used for the disbursement of funds under this SRC have been drawn from the DoJ&CD Strategic Framework on Socio-Economic Justice for All (SEJA). These are indicated in the following tables.

The process of data collection and reporting on performance will be coordinated by the DoJ&CD Constitutional Development Branch. The use of input/output/process indicators for reporting purposes is widely accepted and embedded in the monitoring and evaluation framework of the DoJ&CD, namely the Annual Performance Plan (APP).

The tables below indicate the following with respect to the indicators selected for assessing performance towards achieving the results of the SRC: (i) the performance indicator number and name; (ii) the sector policy from where the indicator has been drawn; (iii) the objective; (iv) the action; (v) the Department responsible; (vi) the indicator type and measurement unit; (vii) method of data collection; (viii) the data source for each indicator.

Table A: Performance Indicators Used for the Variable Tranche

Indicator: <i>KPI 1.1 - Public reached by programmes to raise awareness and knowledge of the Constitution amongst vulnerable and marginalised groups</i>	
Programme:	SEJA Strategic Framework
Objective:	To raise awareness of Constitutional rights including socio-economic rights
Action:	Multi-media programmes involving Government and CSOs
Department responsible:	DoJ&CD
Description of the Indicator	
Indicator type:	Output
Measurement unit:	Audience reached
Periodicity of measurement:	Yearly
Last known result:	6 million people reached by the Access to Justice and Promotion of Constitutional Rights Programme (AJPCR) Programme (2013)
Development and quality of the indicator	
Method of data collection:	DoJ&CD Annual Report and Annual Performance Plan Progress Reports
Departments responsible for collection:	DoJ&CD
Method of calculation:	Simple count of audience reached, using data provided by the South African Audience Research Foundation (www.saarf.co.za), attendance registers and estimates of attendance at public meetings
Documentation schedule	
Delivery date:	End of fiscal years 2014-15, 2015-16 and 2016-17

Indicator: <i>KPI 1.5 - Grants to CSOs to promote awareness and access to socio-economic rights amongst vulnerable and marginalised groups</i>	
Programme:	SEJA Strategic Framework
Objective:	Raising awareness of Constitutional rights, including socio-economic rights, in partnership with CSOs
Action:	Grants awarded to CSOs
Department responsible:	DoJ&CD
Description of the Indicator	
Indicator type:	Input
Measurement unit:	Number of contracts
Periodicity of measurement:	Yearly
Last known result:	N.A.
Development and quality of the indicator	
Method of data collection:	DoJ&CD Annual Report and Annual Performance Plan Progress Reports
Departments responsible for collection:	DoJ&CD
Method of calculation:	Simple count of grant contracts signed
Documentation schedule	
Delivery date:	End of fiscal years 2014-15, 2015-16 and 2016-17

Indicator: KPI 1.6 - Design and implement a programme targeting human rights and responsibilities for the corporate sector

Programme:	SEJA Strategic Framework
Objective:	Promote partnerships between Government, business and labour with a view to strengthening the responsibility of the business sector for human rights norms and standards
Action:	Design and implement a programme based on UN Guidelines on Business and Human Rights. This programme should identify the implications for Government; provide effective guidance to business enterprises on how to respect human rights throughout their operations; raise awareness of the Guidelines; develop policy recommendations on the communication of human rights impacts by business; carry out research and build collaboration between Government, the business sector and labour on best practices; and produce a business human rights adherence index.
Department responsible:	DoJ&CD
Description of the Indicator	
Indicator type:	Process-Output
Measurement unit:	Completion of a report (i) specifying the design of the programme (including baseline status, a detailed implementation plan and use of assessment methods) and (ii) detailing the implementation of the programme (including a review of the implementation plan and a summary of activities completed) of the programme.
Periodicity of measurement:	Yearly
Last known result	N.A.
Development and quality of the indicator	
Method of data collection:	DoJ&CD Annual Report and Annual Performance Plan Progress Reports
Departments responsible for collection:	DoJ&CD
Method of calculation:	Simple count of reports received as per the measurement unit.
Documentation schedule	
Delivery date:	End of fiscal years 2014-15 and 2015-16

Indicator: KPI 2.3 –Public policy dialogues held with stakeholders in the human rights sector

Programme:	SEJA Strategic Framework
Objective:	Promote participatory democracy among stakeholders in the justice and human rights sector through policy dialogues
Action:	Policy dialogues held at national, provincial and local level
Department responsible:	DoJ&CD
Description of the Indicator	
Indicator type:	Output
Measurement unit:	Number of policy dialogues
Periodicity of measurement:	Year
Last known result	N.A.
Development and quality of the indicator	
Method of data collection:	DoJ&CD Annual Report and Annual Performance Plan Progress Reports
Departments responsible for collection:	DoJ&CD
Method of calculation:	Simple count of reports on each dialogue completed
Documentation schedule	
Delivery date:	End of fiscal years 2014-15, 2015-16 and 2016-17

Indicator: KPI 3.1 –Grants awarded to the Community Advice Offices in the human rights sector

Programme: SEJA Strategic Framework
Objective: Promote and support the work of the Community Advice Offices (CAOs) at local levels
Action: Grants awarded to CAOs
Department responsible: DoJ&CD

Description of the Indicator

Indicator type: Input
Measurement unit: Number of grants awarded
Periodicity of measurement: Yearly
Last known result: 115 Community Advice Offices supported by the AJPCRP, March 2010 – March 2013

Development and quality of the indicator

Method of data collection: DoJ&CD Annual Report and Annual Performance Plan Progress Reports
Departments responsible for collection: DoJ&CD
Method of calculation: Simple count based on completed grant contracts with beneficiary organisations.

Documentation schedule

Delivery date: End of fiscal years 2014-15 and 2015-16

Indicator: KPI 3.2 - Promote the sustainability of the Community Advice Offices

Programme: SEJA Strategic Framework
Objective: Develop regulatory framework for the CAO sector to promote the sustainability of the sector
Action: Six actions are indicatively planned: (i) survey CAOs sector; (ii) directory of CAOs; (iii) research of appropriate legal and policy framework; (iv) proposal on formalisation of the status of paralegals; (v) establishment of representative structures for CAOs; (vi) CAO regulatory framework drafted.
Department responsible: DoJ&CD

Description of the Indicator

Indicator type: Input-process
Measurement unit: Completion of progress reports on the implementation of each action
Periodicity of measurement: Yearly
Last known result: N.A.

Development and quality of the indicator

Method of data collection: DoJ&CD Annual Report and Annual Performance Plan Progress Reports
Departments responsible for collection: DoJ&CD
Method of calculation: Simple count of reports completed

Documentation schedule

Delivery date: End of fiscal years 2014-15, 2015-16 and 2016-17

Indicator: KPI 4.1 – Research programmes on the implementation of socio-economic rights

Programme: SEJA Strategic Framework
Objective: To promote the progressive realisation of socio-economic rights entrenched in the Bill of Rights
Action: Research, studies and baseline surveys linked to the minimum core content of socio-economic rights included in the constitution.
Department responsible: DoJ&CD

Description of the Indicator

Indicator type: Input
Measurement unit: Completion of progress reports on the implementation of each action
Periodicity of measurement: Yearly
Last known result: N.A.

Development and quality of the indicator

Method of data collection: DoJ&CD Annual Report and Annual Performance Plan Progress Reports
Departments responsible for collection: DoJ&CD
Method of calculation: Simple count of research completed

Documentation schedule

Delivery date: End of fiscal years 2014-15, 2015-16 and 2016-17

Indicator: KPI 4.3 – Design and implementation of a programme to improve awareness on court decisions impacting on constitutional rights with a focus on socio-economic rights

Programme: SEJA Strategic Framework
Objective: Inform Government and policy makers of the judgements and their impact on existing policies on socio-economic rights
Action: To monitor court decisions on constitutional rights with a focus on socio-economic rights
Department responsible: DoJ&CD

Description of the Indicator

Indicator type: Process-Output
Measurement unit: Completion of a report (i) specifying the design (including baseline status, a detailed implementation plan and use of assessment methods) and (ii) implementation (including a review of the implementation plan and a summary of activities completed) of the programme.
Periodicity of measurement: Yearly
Last known result: N.A.

Development and quality of the indicator

Method of data collection: DoJ&CD Annual Report and Annual Performance Plan Progress Reports
Departments responsible for collection: DoJ&CD
Method of calculation: Simple count of reports received as per measurement unit.

Documentation schedule

Delivery date: End of fiscal years 2015-16 and 2016-17

Indicator: *KPI 6.1 – Programmes securing the long-term sustainability of CSOs in the human rights sector*

Programme: SEJA Strategic Framework
Objective: Promote the sustainability of CSO in the human rights sector
Action: Five actions are indicatively planned: (i) audit of existing Government support to CSO; (ii) survey on the sustainability of the CSO sector; (iii) workshops on sustainability; (iv) workshop with CSO on governance and internal management; (v) making recommendations on the design of a funding mechanism to support CSO in the human rights sector.
Department responsible: DoJ&CD

Description of the Indicator

Indicator type: Input
Measurement unit: Completion of progress reports on the implementation of each action
Periodicity of measurement: Yearly
Last known result: N.A.

Development and quality of the indicator

Method of data collection: DoJ&CD Annual Report and Annual Performance Plan Progress Reports
Departments responsible for collection: DoJ&CD
Method of calculation: Simple count of reports completed

Documentation schedule

Delivery date: End of fiscal years 2014-15, 2015-16 and 2016-17

Indicator: *KPI 6.2 – Capacity building interventions to build and strengthen active citizenry*

Programme: SEJA Strategic Framework
Objective: Develop the capacity of CSOs and citizens to participate fully in public life
Action: Build the capacity of CSOs to support active citizenry through eight capacity building programmes
Department responsible: DoJ&CD

Description of the Indicator

Indicator type: Input
Measurement unit: Completion of progress reports on the implementation of each action
Periodicity of measurement: Yearly
Last known result: N.A.

Development and quality of the indicator

Method of data collection: DoJ&CD Annual Report and Annual Performance Plan Progress Reports
Departments responsible for collection: DoJ&CD
Method of calculation: Simple count of reports completed

Documentation schedule

Delivery date: End of fiscal years 2014-15, 2015-16 and 2016-17

Disbursement arrangements and timetable

1. Responsibilities

On the basis of the disbursement conditions stipulated in the Financing Agreement, the South African National Treasury will send a formal request to the European Commission for the disbursement of each tranche in accordance with the timetable specified in Table A and B below. The request must include: (i) a full analysis and justification for payment of the funds, with the required supporting documents attached; (ii) a financial information form, duly signed, to facilitate the corresponding payment.

2. Indicative disbursement timetable

An indicative timetable is given below (Fiscal Year goes from April to March):

Table A: Indicative timetable of disbursements of budget support (€m)

SA Fiscal Year	Fiscal Year 2014/15				Fiscal Year 2015/16				Fiscal Year 2016/17				Fiscal Year 2017/18				Fiscal Year 2018/19				Total
Type of tranche	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Fixed tranche		5			3				2				2								12
Variable tranche									2				2				2				6
Total		5			3				4				4				2				18

3. General conditions for the disbursement of each tranche

The general conditions set out below for the disbursement of each tranche shall apply to the disbursement of all tranches and all tranche release requests must be accompanied by all appropriate information and documents.

Table B: General conditions for the release of tranches

Area	Conditions	Verification source
Public Policy	Satisfactory progress in the implementation of the DoJ&CD Strategic Framework on Socio-economic Justice for All (SEJA) and continued credibility and relevance of that or any successor strategy.	(i) DoJ&CD Strategic Plan (ii) DoJ&CD Annual Performance Plan (iii) DoJ&CD Annual Report (iv) Quarterly meetings between DoJ&CD, the EU Delegation and relevant stakeholders (v) Latest Report from Biennial Strategic Forum with Development Partners and the DoJ&CD Conference

Macroeconomic stability	Implementation of a credible stability-oriented macroeconomic policy.	(i) Latest available International Monetary Fund (IMF) Article IV Consultation Report for South Africa (ii) National Budget and Medium Term Budget Policy Statement (and associated documents)
Public finance management	Satisfactory progress in the implementation of the programme to improve public finance.	(i) Latest available Auditor-General report for the DoJ&CD (ii) Latest available Public Expenditure and Financial Accountability (PEFA) report
Budget Transparency	Satisfactory progress with regard to the public availability of accessible, timely, comprehensive, and sound budgetary information.	Latest available results of the Open Budget Index (OBI) survey

4. Conditions for the disbursement of tranches

The conditions for the disbursement set out in Table C and F below shall apply to the disbursement of a specific tranche. Tranche release requests must be accompanied by all appropriate information and documents on the specific conditions.

Table C: Conditions for the release of tranches

Tranche	Amount	Indicative date of the disbursement request (month/year)	Indicative disbursement date (month/year)	Conditions/criteria/ activities for disbursement	Verification source including timing or data availability (where applicable)
First fixed tranche	€5.0m	May 2014	September 2014	(i) General Conditions set out in Table B above (ii) Specific condition: Integration of SEJA Strategic Framework into the Annual Performance Plan 2014-2015	(i) DoJ&CD Annual Performance Plan 2014-2015 (available April 2014); (ii) DoJ&CD Annual Report 2012-2013 (available August/September 2013) and (ii) other verification sources Table B
Second fixed tranche	€3.0m	November 2014	April 2015	General Conditions set out in Table B above (ii) Specific condition: Integration of SEJA Strategic Framework into the Annual Performance Plan 2014-2015	(i) DoJ&CD Annual Report 2013-2014 (available August/September 2014); (ii) Annual Performance Plan 2014-2015 (April 2014); and (iii) other verification sources Table B
First variable tranche	€2.0m	November 2015	April 2016	Evaluation of performance against the targets of Year 1 (2014-15), see Table F below	Verification sources Appendix I, Table A

Third fixed tranche	€2.0m	November 2015	April 2016	General Conditions set out in Table B above (ii) Specific condition: Integration of SEJA Strategic Framework into the Annual Performance Plan 2015-2016	(i) DoJ&CD Annual Report 2014-2015 (available August/September 2015); (ii) Annual Performance Plan 2015-2016 (April 2015); and (iii) other verification sources Table B
Second variable tranche	€2.0m	November 2016	April 2017	Evaluation of performance against the targets of Year 2 (2015-16), see Table F below	Verification sources Appendix 1, Table A
Fourth fixed tranche	€2.0m	November 2016	April 2017	General Conditions set out in Table B above (ii) Specific condition: Integration of SEJA Strategic Framework into the Annual Performance Plan 2016-2017	(i) DoJ&CD Annual Report 2015-2016 (August/September 2016); (ii) Annual Performance Plan 2016-2017 (April 2016); and (iii) other verification sources Table B
Third variable tranche	€2.0m	November 2017	April 2018	Evaluation of performance against the targets of Year 3 (2016-17), see Table F below	Verification sources Appendix 1, Table A

The disbursement conditions for the variable tranche are set for the first year and may be amended in accordance with Article 2.3 of the Technical and Administrative Provisions of the Financing Agreement.

5. Variable tranche calculation

The assessment of performance for each indicator mentioned in Appendix 1 Table A, which leads to the determination of the amount of the variable tranche, shall be made as follows:

- *Individual performance score (IPS)*: for each indicator, an assessment shall be made of each Key Performance Indicator (KPI 1.1, KPI 1.2, etc., KPI N) to determine the degree of performance against its target as indicated in Table F below, using Table D below.

Table D: Indicator assessment table

Indicator included in Table A	Individual Performance Score (IPS)		
	Values smaller than 25% of target	Values between 25% and 75% of target	Values above 75% of target
KPI N -	0% (0.0)	Actual % (0.N)	100% (1.0)

- *Weight of each indicator (W):* each indicator shall receive a weight as indicated in Table F below ;
- *Overall performance score (OPS):* the overall performance score shall be the sum of each individual performance score (IPS) multiplied by the weight of each indicator and rounded to one decimal place. On this basis $OPS = \sum_i (IPS_i \times W_i)$, expressed as a score out of 10.0.
- *Overall payment (OP):* the overall payment will be determined by applying the OPS value as a percentage, using Table E below.

Table E: Calculation of final overall payment (OP)

Overall achievement (OPS value)	Overall Payment (OP)
$OPS \geq 7.5$ (or 75%)	100.0%
$2.5 \leq OPS < 7.5$	Actual %
$OPS < 2.5$	0.0%

Where performance targets are defined in aggregate terms, and are met at a later date than foreseen in Table F below, then any undisbursed proportion of the variable tranche (based on the weighting for the key performance indicator in question) may be claimed with a subsequent disbursement request, provided that request is submitted no later than the final disbursement request foreseen in Table C above. In this case, the IPS for those eligible key performance indicators will be equal to the actual percentage performance achieved.

Table F: Variable Tranche (non cumulative indicators)

Indicators	Y1 Target Fiscal Year 2014-15	Weight	Y2 Target Fiscal Year 2015-16	Weight	Y3 Target Fiscal Year 2016-17	Weight
KPI 1.1 - Public reached by programmes to raise awareness and knowledge of the Constitution amongst vulnerable and marginalised groups	3 million people	11%	5 million people	10%	4 million people	11%
KPI 1.5 - Grants to CSOs to promote awareness and access to socio-economic rights amongst vulnerable and marginalised groups	30 grants	11%	120 grants	10%	120 grants	11%
KPI 1.6 - Design and implement a programme targeting human rights and responsibilities for the corporate sector	One programme designed	11%	One programme implemented	10%	-	0%
KPI 2.3 - Public policy dialogues held with stakeholders in the human rights sector	5 policy dialogues	11%	20 policy dialogues	10%	20 policy dialogues	11%

Indicators	Y1 Target Fiscal Year 2014-15	Weight	Y2 Target Fiscal Year 2015-16	Weight	Y3 Target Fiscal Year 2016-17	Weight
KPI 3.1 - Grants awarded to the Community Advice Offices in the human rights sector	15 multi-year grants	11%	65 multi-year grants	10%	20 multi-year grants	11%
KPI 3.2 - Promote the sustainability of the Community Advice Offices	Two programmes designed and implemented	12%	Two programmes designed and four programmes implemented	10%	Two programmes designed and implemented	12%
KPI 4.1 - Research programmes on the implementation of socio-economic rights	One research project conducted	11%	Two research projects conducted	10%	Two research projects conducted	11%
KPI 4.3 - Design and implementation of a programme to improve awareness on court decisions impacting on constitutional rights with a focus on socio-economic rights	-	0%	Programme designed	10%	Programme implemented	11%
KPI 6.1 - Programmes securing the long-term sustainability of CSOs in the human rights sector	Two programmes designed	11%	Two programmes designed and four programmes implemented	10%	One programme designed and implemented	11%
KPI 6.2 - Capacity building interventions to build and strengthen active citizenry	Three capacity building programmes designed	11%	Three capacity building programmes designed and six programmes implemented	10%	Two capacity building programmes designed and implemented	11%

Assessment of General Condition 1 (Public Policy)

The following list of indicators and other assessment criteria will be used to form the basis of assessment for the first General Condition, namely "Satisfactory progress in the implementation of the DoJ&CD Strategic Framework on Socio-economic Justice for All (SEJA)". The indicators have been selected from the SEJA Key Result Areas (KRA, *Table A*), the DoJ&CD Annual Performance Plans 2012/13 and 2013/14 (*Table B*), and are subject to change in line with the evolution of DoJ&CD policy. Other assessment criteria (*Table C*) have been negotiated and agreed with the DoJ&CD to ensure monitoring and sustainability to the Programme.

Assessments, reviews and dialogue will focus on performance in line with the overall longer term trends evident for each of the indicators. This is done with the aim to take into consideration additional factors that will influence performance, which might be beyond the control of the Government of South Africa.

Table A: Indicators used for assessment (drawn from the DoJ&CD SEJA)

Key Result Area	N	Indicator	FY1 2014-15	FY2 2015-16	FY3 2016-17
Improved awareness of constitutional rights, with an emphasis on socio-economic rights and marginalized groups (KRA 1)	1.1	Public reached by programmes to raise awareness and knowledge of the Constitution amongst vulnerable and marginalised groups	3 million people	5 million people	4 million people
	1.2	Raise awareness of constitutional rights among 3 million beneficiaries (cumulatively)	-	-	3 million people
	1.3	Implement programmes to increase awareness and knowledge of Constitutional rights in schools	-	1 programme designed and implemented	2 programmes designed and implemented
	1.4	Develop and implement a human rights based approach training programme for public servants	-	1 programme designed and implemented	-
	1.5	Grants to CSOs to promote awareness and access to socio-economic rights amongst vulnerable and marginalised groups	30 grants	120 grants	120 grants
	1.6	Design and implement a programme targeting human rights and responsibilities for the corporate sector	1 programme designed	1 programme implemented	-
Enhanced participatory democracy through public policy dialogues on constitutional rights (KRA 2)	2.1	Support policy forums/stakeholder engagements between civil society and government	12 engagements signed	12 engagements signed	12 engagements signed
	2.2	Design and implement innovative strategies to ensure that marginalised and vulnerable groups have more direct input into policy-making	-	3 programmes designed and implemented	3 programmes designed and implemented
	2.3	Public policy dialogues held with stakeholders in the human rights sector	5 policy dialogues	20 policy dialogues	20 policy dialogues

Improved and sustained collaboration between government, Chapter 9 institutions, civil society and other stakeholders in terms of justice service delivery and socio-economic rights (KRA 3)	3.1	Grants awarded to the Community Advice Offices in the human rights sector	15 multi-year grants	65 multi-year grants	20 multi-year grants
	3.2	Promote the sustainability of the Community Advice Offices	2 programmes designed and implemented	2 programmes designed and implemented	2 programmes designed and implemented
	3.3	Support a programme to include paralegals at justice service delivery points	-	1 programme designed and implemented	-
	3.4	Support an engagement between government and other stakeholders (including business, labour and Community Advice Offices) to develop a clear human rights policy to be adopted by the corporate sector	-	1 programmes designed and implemented	-
Increased research on socio-economic rights and jurisprudence (KRA 4)	4.1	Research programmes on the implementation of socio-economic rights	1 reasearch project conducted	2 reasearch projects conducted	2 reasearch projects conducted
	4.2	Conduct a review on the laws and policies impeding access to socio-economic rights	-	1 programme designed and implemented	-
	4.3	Design and implementation of a programme to improve awareness on court decisions impacting on constitutional rights with a focus on socio-economic rights	-	programme designed	programme implemented

<p>Improved Sector co-ordination and policy design on Constitutional Development (KRA 5)</p>	5.1	<p>Support research programmes on the implementation of socio-economic rights</p> <p>(i) A study on the laws and policies impeding access to socio-economic rights</p> <p>(ii) The benchmarking, measurement and monitoring of the realisation of socio-economic rights</p> <p>(iii) Research into the horizontal and vertical application of constitutional rights</p> <p>(iv) The development of strategies for the incorporation of international and regional treaties into domestic law and the development of strategies for redress mechanisms</p> <p>(v) Assessment of the efficacy of the laws and administrative provisions that give effect to the Bill of Rights</p> <p>(vi) Research on the barriers faced by vulnerable and marginalised groups in accessing justice, and the development of effective remedies</p>	1 programme realised and implemented	2 programmes realised and implemented	3 programmes realised and implemented
<p>Strengthened Capacity, Engagement and Participation of CSOs in the realisation of Constitutional Rights (KRA 6)</p>	6.1	Programmes securing the long-term sustainability of CSOs in the human rights sector	2 programmes designed	2 programmes designed and 4 programmes implemented	1 programme designed and implemented
	6.2	Capacity building interventions to build and strengthen active citizenry	3 capacity building programmes designed	3 capacity building programmes designed and 6 programmes implemented	2 capacity building programmes designed and implemented

Table B: Indicators used for assessment (drawn from the DoJ&CD Strategic Plan 2013-2018 and the Annual Performance Plans 2012-2013 and 2013-2014)

Strategic Objective (SO)	Indicator	FY1 2012-13	FY1 2013-14	FY1 2014-15	FY2 2015-16	FY3 2016-17
Complete regulations to finalise implementation of Truth and Reconciliation Commission recommendations (SO 6)	Number of regulations for providing assistance to the Truth and Reconciliation Commission (TRC) victims approved	2 Community rehabilitation and housing	3 Basic, Higher Education and health	2 Community rehabilitation and housing	tbd	tbd
Increased promotion and protection of vulnerable groups (SO9)	Number of re-established sexual offences courts completed	42	9	15	26	tbd
Promotion of Constitutional Development and strengthening of Participatory Democracy to ensure respect for fundamental human rights (SO17)	Number of activities towards improving Promotion of Administrative Justice Act (PAJA) compliance	6	4	tbd	tbd	tbd
Administration of the implementation of the Promotion of Access to Information Act (PAIA) of 2000 (SO18)	Percentage level of compliance with Promotion of Access to Information Act (PAIA) by DoJ&CD	100%	100%	100%	100%	tbd
	Annual surveys on the implementation of PAIA by public bodies concluded	NA	1	1	1	tbd

Table C: Other assessment criteria

Fiscal Year	Criteria
FY1 2014-2015	(i) Completion of a Constitutional Rights Awareness Baseline Survey
FY2 2015-2016	(i) Review of the policy framework for engagement with CSOs and good governance of the DoJ&CD
FY3 2016-2017	(i) Completion of a mid-term evaluation of the SRC (ii) Development of a series of proposals for the establishment of a funding mechanism for CSOs in the justice and human rights sector

3. THE ANNUAL PERFORMANCE PLAN 2015/2016 FOR THE DOJ &CD



Document 3: Annual Performance Plan 2015/2016 for the DOJ&CD

The KPIs in this document have political implications because they are published in the Annual Performance Plan of the DOJ&CD and get reported to Cabinet on a bi-annual basis. It is extremely damaging to the programme and to the Department if these targets are missed, which is why there is such a heavy emphasis on achieving them.

These are the targets for this financial year (2015/16) and will change at the end of March 2016 when the Department adopts their Annual Performance Plan for 2016/17.

6.7.2 Programme performance indicators and annual targets for 2015/16

Table 1: Performance indicators and annual targets (Detail information on the indicators have been provided in Annexure A)

Performance Indicators	Audited performance			Estimated Performance 2014/15	Targets			Sub-Programme
	2011/12	2012/13	2013/14		2015/16	2016/17	2017/18	
16.1 Number of activities completed to improve awareness of constitutional rights	-	-	-	9	9	-	-	Constitutional Development
16.2 Number of activities to improve sector co-ordination and socio economic rights	-	-	-	4	4	-	-	
16.3 Number of activities completed to improve capacity and engagement of civil society organisations in constitutional rights	-	-	-	4	4	-	-	
16.4 Number of municipalities which participated in the NAP dialogues	-	-	-	-	70	70	70	

6.7.3 Programme performance indicators and quarterly targets for 2015/16

Table 2: Quarterly targets

Performance Indicators	Reporting period	Annual target 2015/2016	Quarterly targets			
			Quarter 1	Quarter 2	Quarter 3	Quarter 4
16.1 Number of activities completed to improve awareness of constitutional rights	Bi annually	9	-	4	-	9
16.2 Number of activities to improve sector co-ordination and socio economic rights	Bi- annually	4	-	2	-	4
16.3 Number of activities to improve capacity and engagement of civil society organisation in constitutional rights	Bi-annually	4	-	2	-	4
16.4 Number of municipalities which participated in the NAP dialogues	Quarterly	70	20	35	55	70

OBJECTIVE 16: ENHANCING AND IMPROVING BROAD BASED KNOWLEDGE ABOUT AND SUPPORT FOR THE VALUES OF EQUALITY, HUMAN DIGNITY AND FUNDAMENTAL HUMAN RIGHTS

Indicator title	16. Percentage of people with an awareness of the constitution
Short definition	The indicator measures the percentage of people who are aware of the constitution
Purpose/importance	To empower people with knowledge of constitutional values
Source/collection of data	Survey Report
Method of calculation	Percentage = (Number of people participated in the survey who are aware of the constitution/total number of people participated on the survey)x100
Data limitations	None
Type of indicator	Outcome
Calculation type	Cumulative
Reporting cycle	Annually
New indicator	Yes
Desired performance	The branch to fully empower people with constitutional knowledge
Indicator responsibility	Chief Director: Constitutional Implementing Unit
Reporting person	Adv OM Sewpaul
Type of information to be extracted from the source data	<ul style="list-style-type: none"> • Number of people with the understanding of the Constitution • Number of people who participated on the survey
Source data capturing frequency	Annually

Indicator title	16.1 Number of activities completed to improve awareness of constitutional rights
Short definition	This indicator measures the number of activities that will be completed to raise awareness on constitutional rights
Purpose/importance	To improve knowledge and understanding of constitutional rights amongst vulnerable and marginalized groups and to improve collaboration amongst government, chapter 9 institutions and civil society to improve democracy in South Africa.
Source/collection of	DOJ&CD with assistance from FHR

data						
Method of calculation	Simple count					
	Activity	Indicator	Semester 1 target	Supporting documents	Semester 2 target	Supporting documents
	Public reached by programmes to raise awareness and knowledge of the Constitution with an emphasis on Socio-Economic rights and on vulnerable and marginalised groups	5million people reached	2,5 Million	Annual reports and relevant data from partners and stakeholders	2,5 Million	Annual reports and relevant data from partners and stakeholders
	Grants awarded to CSOs to promote awareness and socio economic rights among vulnerable and marginalised groups	120 grants	45 grants	Financial reports, contracts with CSOs	75 grants	Financial reports, contracts with CSOs
	Support policy forums/stakeholder engagement between civil society and government	12 forums/engagements	6 forums/engagements	Signed engagements	6 forums/engagements	Signed engagements
	Support public policy dialogues on various human rights issues	20 dialogues	10 dialogues	Attendance registers	10 dialogues	Attendance registers
	Support research programmes on the implementation of socio-economic rights	2 research programmes	-	-	2 research programmes	Research report
Data limitations	None					
Type of indicator	Output					
Calculation type	Cumulative					
Reporting cycle	Biannually					
New	No					

indicator	
Desired performance	All the activities towards increasing of awareness and knowledge of the Constitution
Indicator responsibility	Chief Director: Constitutional Implementing Unit
Reporting person	Adv OM Sewpaul
Type of information to be extracted from the source data	Supporting documents may include: Attendance registers; relevant data from partners and stakeholders, including the South African Audience Research Foundation; contracts/grants with CSOs; any relevant supporting document(s)
Source data capturing frequency	Biannually

Indicator title	16.2 Number of activities completed to improve sector coordination and socio-economic rights					
Short definition	The indicator measures the number of activities aimed at facilitating public policy dialogues between the state and civil society on human rights issues as well as improving participation of vulnerable and marginalised groups in the development and implementation of policies					
Purpose/importance	To improve participatory democracy in South Africa					
Source/collection of data	DOJ&CD with assistance from FHR					
Method of calculation	Simple count					
	Activity	Indicator	Semester 1 target	Supporting documents	Semester 2 target	Supporting documents
	Grants awarded to the Community Advice Offices (CAOs) in the Human Rights sector	65 grants	30 grants	Contracts for multi-year grants awarded	35 grants	Contracts for multi-year grants awarded
	Technical support for programmes within the Branch: Constitutional Development	Technical Assistance (TA) Request for 2 programmes	1 TA programme request submitted and approved by the Director	Approved Memo for TA request	1 TA programme request submitted and approved by the Director	Approved Memo for TA request

			General		General	
Data limitations	None					
Type of indicator	Output					
Calculation type	Cumulative					
Reporting cycle	Biannually					
New indicator	No					
Desired performance	All the activities towards meeting the target completed					
Indicator responsibility	Chief Director: Constitutional Implementing Unit					
Reporting person	Adv OM Sewpaul					
Type of information to be extracted from the source data	Contracts/Grants with CSOs, signed Memo for TA request					
Source data capturing frequency	Biannually					

Indicator title	16.3 Number of activities completed to improve capacity and engagement of Civil Society Organisations in constitutional rights					
Short definition	This is the number of activities completed to improve collaboration between government, Chapter 9s, civil society and other stakeholders on justice services and socio-economic rights					
Purpose/importance	To support the work of the CAO sector through grants awarded to CAOs in the human rights sector					
Source/collection of data	DOJ&CD with assistance from FHR					
Data limitations	None					
Method of calculation	Simple count					
	Activity	Indicator	Semester 1 target	Supporting Documents	Semester 2 target	Supporting documents
	Design and implement programmes to promote the sustainability of the Community Advice Offices	2 programmes	1 programme designed	Programme report	1 programme designed	Programme report
	Design and implement capacity	3 designed and 6 implement	3 designed	Programme report(s)	6 programmes	Programme implementation

	building interventions to build and strengthen active citizenry	ed			implement ed	report(s)
Type of indicator	Output					
Calculation type	Cumulative					
Reporting cycle	Biannually					
New indicator	Yes					
Desired performance	All the activities completed to support the sustainability and effectiveness of the CSO sector					
Indicator responsibility	Chief Director: Constitutional Implementing Unit					
Reporting person	Adv OM Sewpaul					
Type of information to be extracted from the source data	Signed Programme report(s) or any relevant supporting document					
Source data capturing frequency	Biannually					

Indicator title	16.4 Number of municipalities which participated in NAP dialogues
Short definition	Number of stakeholders in municipalities participated in the discussion of the National Action Plan for combating racism, racial discrimination, xenophobia and related intolerance conducted during the financial year
Purpose/importance	To build non-racialism through finalising the NAP to combat racism, racial discrimination, xenophobia and related intolerance
Source/collection of data	Attendance register
Method of calculation	Simple count
Data limitations	None
Type of indicator	Output
Calculation type	Cumulative
Reporting cycle	Annually
New indicator	Yes

Desired performance	The branch to fully participate in the finalisation of the NAP to combat racism, racial discrimination, xenophobia and related intolerance
Indicator responsibility	Chief Director: Social Justice and Participatory Democracy
Reporting person	Ms D Franzman
Type of information to be extracted from the source data	Number of municipalities that participated in dialogues) towards the implementation of the NAP Racism
Source data capturing frequency	Quarterly



Document 4: Memorandum of Agreement between DOJ&CD and the FHR

This document defines the relationship between the Department and the FHR, and obliges us to:

- implement SEJA in partnership with the DOJ&CD in accordance with the Financing Agreement;
- be responsible for meeting the indicators set out in the TAPS;
- prepare a detailed indicative Workplan and Implementation Strategy, including an indicative budget for the programme.

It is important to note that in terms of this MOA, we are legally obliged to meet the indicators in the TAPS, otherwise we will be in breach of the contract.

The MOA also describes the role of a Working Group for the purpose of monitoring and providing oversight on the implementation of SEJA.

4. THE MEMORANDUM OF AGREEMENT BETWEEN DOJ &CD AND THE FHR



the doj & cd

Department
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA



MEMORANDUM OF AGREEMENT

between

**THE DEPARTMENT OF JUSTICE AND
CONSTITUTIONAL DEVELOPMENT**

and

THE FOUNDATION FOR HUMAN RIGHTS

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Preamble

The Department of Justice and Constitutional Development and the Foundation for Human Rights, hereinafter jointly referred to as the "Parties" and separately as a "Party";

RECOGNISING that the European Union and the Government of the Republic of South Africa signed a Financing Agreement, which provides for funding under Sector Budget Support to the Government of the Republic of South Africa under a new programme titled "Socio-Economic Justice for All" under Financing Agreement No Z/DCI-AFS/024-552;

RECOGNISING FURTHER that the general objective of the Socio-Economic Justice for All Programme is to assist Government in eradicating poverty, promoting sustainable and inclusive growth, and consolidating and improving democratic and economic governance;

ACKNOWLEDGING that the Socio-Economic Justice for All Programme is also intended to support the Department of Justice and Constitutional Development, through support to its Constitutional Development Branch, to fulfil its constitutional mandate, with a particular focus on the enhancement of socio-economic rights by empowering civil society;

ACKNOWLEDGING FURTHER that the Department of Justice and Constitutional Development is the line function department overseeing the Socio-Economic Justice for All Programme with the Foundation for Human Rights as the Implementing Agency;

ACKNOWLEDGING FURTHER that the Foundation for Human Rights was established by the Government of the Republic of South Africa together with the European Union (EU) in 1996 as an Independent Grant Making Agency for the eradication of the Apartheid legacy of human rights violations, the promotion of a human rights culture and the strengthening of civil society;

RECOGNISING that the initial agreement initiated by late Minister Dullah Omar, establishing the Foundation for Human Rights, was signed by the late President Nelson Mandela on behalf of the Government of the Republic of South Africa and that the Foundation for Human Rights implemented three programmes between 1996 and 2014 funded by the European Union, the last of which is the Access to Justice and Promotion of Constitutional Rights programme implemented on behalf of the Department of Justice and Constitutional Development; and

THEREFORE the Foundation for Human Rights and the Department of Justice and Constitutional Development will partner to implement the Socio-Economic Justice for All Programme,

HEREBY AGREE as follows:

1. Definitions

In this Agreement, unless clearly inconsistent with or otherwise indicated by the context, the words and acronyms bear the following meanings:

"Agreement" means this Memorandum of Agreement and includes all Annexures attached thereto;

"CSOs" means Civil Society Organisations;

"DOJ&CD" means the Department of Justice and Constitutional Development;

"EC" means the European Commission;

"EU" means the European Union;

"FHR" means the Foundation for Human Rights;

"Financing Agreement" ("FA") means the agreement signed between the European Union and the Government of the Republic of South Africa, which provides for funding under Sector Budget Support to the Government of the Republic of South Africa under a new programme titled "Socio-Economic Justice for All" under Financing Agreement No ZA/DCI-AFS/024-552, attached hereto as Annexure 1;

"Parties" means the DOJ&CD and the FHR;

"SBS" means Sector Budget Support;

"SEJA" means the Socio-Economic Justice for All Programme; and

"TAPS" means the Technical and Administrative Provisions for Implementation – of the Financing Agreement (F.A.), attached hereto as Annexure 2.

2. Parties to Agreement and Competent Authorities

2.1 The Parties to this Agreement are the DOJ&CD and the FHR.

2.2 The Competent Authorities responsible for the implementation of this Agreement shall be—

(a) in the case of the DOJ&CD, the Deputy Director-General of the DOJ&CD Branch: Constitutional Development or a nominee; and

(b) in the case of the FHR, the Executive Director of the FHR or a nominee.

3. Rationale and Purpose of Agreement

3.1 The SEJA is linked to the constitutional mandate of the DOJ&CD, as the national custodian of constitutional development and human rights in Government.

3.2 The SEJA objectives are to be achieved through assisting Government to deliver on socio-economic rights through the DOJ&CD.

3.3 A Strategic Framework on the SEJA has been developed and is aligned with the National Development Plan (NDP 2030).

3.4 The FHR has been appointed by the DOJ&CD as the Implementing Agency and shall assist the DOJ&CD in respect of the SEJA.

3.5 The Parties shall promote the following outcomes of the SEJA:

(a) improved awareness of constitutional rights, with an emphasis on socio-economic rights and on vulnerable groups;

- (b) enhanced participatory democracy through public policy dialogues on constitutional rights;
- (c) improved and sustained collaboration between Government, Chapter Nine institutions, civil society and other stakeholders in terms of justice service delivery and socio-economic rights (including support for community advice offices);
- (d) increased research on socio-economic rights and jurisprudence;
- (e) improved sector co-ordination and policy design on constitutional development; and
- (f) strengthened capacity, engagement and participation of CSOs in the realisation of constitutional rights.

4. Implementation of SEJA

The SEJA will be implemented jointly by the DOJ&CD and the FHR in accordance with this Agreement.

5. Obligations of the FHR

5.1 The Parties hereby agree that the FHR's mandate is to—

- (a) implement the SEJA in partnership with the DOJ&CD in accordance with the Financing Agreement ZA/DCI-AFS/024/552, attached hereto together with TAPS, as Annexure 1 and 2, respectively;
- (b) be responsible for meeting the indicators set out in the TAPS, attached hereto as Annexure 2 attached, and the applicable corresponding indicators set out in the Annual Performance Plan of the DOJ&CD for the three year period commencing 2014/2015, 2015/2016 and 2016/2017; and
- (c) prepare a detailed Indicative Workplan and Implementation Strategy, including an indicative budget for the SEJA.

5.2 The FHR will execute activities relevant to the SEJA as set out in the Workplan and Implementation Strategy and will timeously meet all of the indicators relevant to the SEJA, as set out in the Appendix 1 to the TAPS, attached hereto as Annexure 2, and the DOJ&CD's Annual Performance Plans, respectively.

5.3 The Workplan and Implementation Strategy will be developed by the FHR in consultation with DoJ&CD.

5.4 The FHR will, in pursuance of its grant-making responsibilities, adopt a grant making strategy promoting transparency, equality of opportunity and fairness in its procedures relating to the SEJA. It will in addition, also incorporate a pro-active grant-making strategy to facilitate the award of grants and services to Community Based Organisations supporting vulnerable and marginalised groups in respect of the SEJA

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- 5.5.1 The DOJ&CD recognises the need to respect the independence of Civil Society. Therefore, the FHR in fulfilling its mandate to empower Civil Society shall enjoy independence in its decision-making pertaining to the awarding of grants and services in line with the processes described above. The principles of equity, transparency and fairness (avoidance of conflict of interest) will be mainstreamed throughout the grant making process in respect of the SEJA.
- 5.5.2 Notwithstanding the independence of the FHR, and due to DOJ&CD's accountability emanating from the Financing Agreement with EU, the DOJ&CD shall be actively involved in decision making in respect of the grant making process or any matter related to it.
- 5.5.3 To ensure DOJ&CD's accountability and active participation in decision making, the Minister will appoint senior officials of the Department to serve on the Supervisory Board of the Foundation from the following Branches: Director-General/nominee, Deputy Director-General: Constitutional Development/nominee and Deputy Director-General: Court Services/nominee.
- 5.6 The FHR will provide Monthly and Quarterly reports on the achievement of indicators to the DOJ&CD Branch, Constitutional Development. In addition to this, the Semester (six monthly) report to the Strategy and Monitoring Unit of the DOJ &CD in full compliance with its requirements.
- 5.7 The FHR will also provide Quarterly reports to the DOJ&CD Branch: Constitutional Development on Outcome 14 of the Medium Term Strategic Framework (MTSF 2014-2019) for submission to the Presidency. The Medium Term Strategic Framework and Appendix 14 thereto on Outcome 14: Nation Building and Social Cohesion are attached hereto as Annexures 3 and 4, respectively.
- 5.8 The FHR will provide updated Quarterly progress and expenditure reports to the Programme Management and Donor Funds Unit of the DOJ&CD. It will, within a reasonable period after the end of the financial year, submit Annual audited Financial Statements to the Programme Management and Donor Funds Unit of the DOJ&CD.
- 5.9 The FHR will, on request and by mutual arrangement, provide technical expertise on human rights issues to the DOJ&CD.
- 5.10 The FHR must ensure timely delivery of indicators and conditions set out in the TAPS, Annexure 2 attached hereto, noting that the variable tranche payments are linked to the achievement of the indicators.
- 5.11 The FHR shall not undertake or support external programmes/projects that are not consistent with the spirit and intent of this programme.
- 6. Responsibilities of DOJ&CD**
- 6.1 The DOJ&CD is responsible for—
- (a) the achievement of the conditions pertaining to Sector Coordination, the National Action Plan against Racism, Racial Discrimination, Xenophobia and Related Intolerance ("NAP"); and

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- (b) the development of systems to assist in the formulation and evaluation of reports prepared by the relevant Government Departments, and to be submitted to international, regional and national bodies, as well as the indicators set out in Table B of the TAPS.
- 6.2 The DOJ&CD is responsible for achieving the indicators set out in Annexures 1 and 2 attached hereto, under Key Result Area ("KRA") 5 of the TAPS, which will be carried out in conjunction with the FHR.
- 6.3 The DOJ&CD will participate in the joint events and joint projects under the SEJA and will report to the working group, referred to in clause 7 of this Agreement, on their activities in terms of the SEJA.
- 6.4 The DOJ&CD will facilitate access to those Government Departments and institutions necessary for the achievement of indicators under the SEJA.
- 6.5 The Programme Management and Donor Funds Unit of the DOJ&CD shall convene Quarterly meetings between National Treasury, EU Delegation, FHR and DoJ&CD on the progress of SEJA.
- 6.6 The DOJ&CD must ensure the timeous delivery of the indicators and conditions set out in the TAPS, contained in Annexure 2 attached hereto, noting that the variable tranche payments are linked to the achievement of the indicators.
7. Working Group
- 7.1 A Working Group will be established with the purpose of monitoring and exercising oversight on the implementation of the SEJA.
- 7.2 The Parties agree that the Working Group will comprise of—
- (a) the Deputy Director-General of the DOJ&CD Branch: Constitutional Development or a nominee;
 - (b) the Chief Director of the Constitutional Implementation Unit of the DOJ&CD or a nominee;
 - (c) the Chief Director of Social Justice and Participatory Democracy of the DOJ&CD or a nominee;
 - (d) the Head of the Programme Management and Donor Funds Unit of the DOJ&CD or a nominee;
 - (e) the Executive Director of the FHR or a nominee;
 - (f) two senior staff members of the FHR;
 - (g) the Deputy Director-General of the DOJ&CD Branch: Court Services or a nominee;
 - (h) the Chief Financial Officer of the DOJ&CD or a nominee;

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- (i) the Head of Strategy, Monitoring and Evaluation Unit of the DOJ&CD or a nominee;
- (j) the Chief Director of International Legal Relations of the DOJ&CD or a nominee;
- (k) the Chief Director of Policy Coordination of the DOJ&CD or a nominee; and
- (l) the Chief Director Promotion of the Rights Vulnerable Groups of the DOJ&CD or a nominee.

7.3 The Working Group will meet quarterly and may meet more often at the request of either the DOJ&CD or FHR, depending on the exigencies of the situation.

7.4 The responsibilities of the working group shall include—

- (a) oversight of the implementation strategy;
- (b) monitoring the implementation of the Programme and the achievement of the indicators set out in the TAPS;
- (c) ensuring that the reporting requirements to the DOJ&CD and the EU are met timeously;
- (d) ensuring that the Mid-term review and Final Evaluation of the Programme are carried out timeously in accordance with the TAPS;
- (e) approving the audited financial statements submitted by the FHR in respect of the Programme implementation;
- (f) facilitating the operationalisation of the Programme; and
- (g) co-ordinating activities to avoid duplication.

7.5 The working group will be chaired by the Deputy Director-General of the DOJ&CD Branch: Constitutional Development or the Executive Director of the FHR or persons nominated by them. Meetings will be coordinated by the Deputy Chief State Law Adviser of the Constitutional Implementation Unit of the DOJ&CD. The Chairperson will determine the quorum for meetings.

7.6 All decisions of the working group will be made by mutual agreement between the Parties.

8. Financial arrangements

8.1 The FHR will be administering on behalf of the DOJ&CD, the total cost of the SEJA relating to Budget Support (Sector Reform Contract) referred to in Article 2 of Annexure 1, attached hereto. The total Budget is 25 000 000 EUR to be distributed as follows:

- Budget Support [Sector Reform Contract] 18 000 EUR
- Grants to CSOs on socio-economic rights 5 000 EUR
- Technical Assistance 1 775 EUR
- Evaluation and Audit 200 EUR

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- Communication and Visibility 25 EU. The DOJ&CD will through the FHR, administer 18 000 000 EUR (Budget Support).

- 8.2 The DOJ&CD will receive notification of receipt of the EU annual tranche, inclusive of both fixed and variable tranches by National Treasury. Within seven days of receipt of such notification, the Office of the Chief Financial Officer of the DOJ&CD shall request National Treasury to transfer the said tranche to a designated DOJ&CD bank account. This money will be ring-fenced for immediate transfer to the FHR.
- 8.3 On receipt of the transfer of funds from the EU for the SEJA by National Treasury, the DOJ&CD will request remittance of such funds and "ring-fence" it for transfer to the FHR. Within seven days of receipt of such funds by DOJ&CD, the funds shall be transferred to the FHR.
- 8.4 The Parties agree that all currency exchange gains will be utilised in the SEJA, as well as interest earned on funds earmarked for the SEJA.
- 8.5 The Accounting Officer of the DOJ&CD may suspend payments in terms of this Agreement after considering the recommendations of the working group.
- 8.6 The Accounting Officer must inform both Parties, in writing, and set out the reasons for the suspension, if he or she is satisfied that—
- (a) conditions attached to the transfer payment have not been complied with;
 - (b) the agreed objectives have not been attained; or
 - (c) the payments do not provide value for the money in relation to its purpose, and the steps set out in Clause 11 above have been complied with.
- 8.7 On receipt of a notification from the Accounting Officer, as contemplated in clause 8.6, either Party may reply to the Accounting Officer and inform him or her of the reasons for the non-compliance and steps the Party intends to take to immediately rectify the situation.

9. Duration of Agreement

The operational duration of this Agreement will be 60 months from the signing of the Finance Agreement between the EU and the DOJ&CD, to be followed by a 24 month closure period, (as stipulated in Article 5 of Annexure 1 attached hereto). Further extensions to facilitate closure shall be agreed upon between the Parties, in writing.

10. Amendments

Any amendments to this Agreement shall be done by Agreement between the Parties, reduced to writing, signed by the duly authorised representatives of the Parties and recorded in the form of an Addendum to this Agreement.

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11. Arbitration or Mediation

- 11.1 The Parties shall endeavour to resolve, in good faith, and settle by negotiation any dispute which arises in connection with this Agreement, within a period of **14 days** from the date that either Party declares a dispute by written notice to the other.
- 11.2 If negotiation fails, the dispute shall be referred for mediation by a mutually approved mediator upon **14 days** written notice by the aggrieved Party.
- 11.3 If the mediation is unsuccessful, the matter will be referred to a mutually agreed arbitrator upon **30 days** written notice by the aggrieved Party. The decision of the arbitrator will be final and binding on all the Parties.
- 11.4 If the Parties are unable to agree to a mutually acceptable mediator or arbitrator within **14 days**, the President of the Law Society of South Africa will be requested to appoint a mediator or arbitrator, as the case may be. The time periods involved in such a situation will be added to the time periods set out in clauses 11.2 and 11.3.

12. Breach

Should a Party breach a term of this Agreement and fail to rectify such breach within **14 days** of a written request by the aggrieved Party, then the aggrieved Party shall be entitled, without prejudice, to any other rights that it may have, to terminate this Agreement: Provided that the conditions in clause 11 have been complied with.

13. Termination

It is agreed that, in the event that the European Commission suspends or stops payments or financing of the SEJA in terms of this Agreement, then the DOJ&CD or the FHR shall be entitled to terminate this Agreement, in terms of the Financing Agreement, subject to the steps in clause 11 having been complied with.

14. Addresses of Parties

For the purpose of serving any notices, the addresses of the Parties are as set out below, unless either Party advises, in writing, of a change of address for the service of notices.

14.1 THE DOJ & CD

Street Address: 329 Pretorius Street,
East Tower, Momentum Building,
Pretoria

Postal Address: Private Bag X81,

Pretoria,

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15.2 For the FHR:

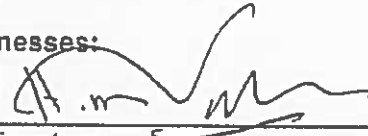
Signed by the FHR at PRETORIA on this 13th day of JULY 2015


Signature

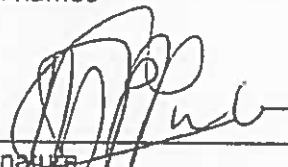
Nandisile Flavouw Thoko Mphumelwana
Full Names

Chairperson of the Board
Designation

As Witnesses:

1. 
Signature

Ari. F. M. Vally
Full names

2. 
Signature

Pume Moses Pume
Full name

5. BASELINE SURVEY SUMMARY FACTS 'SHEET
NOVEMBER 2014

AWARENESS OF, ATTITUDE AND ACCESS TO CONSTITUTIONAL RIGHTS

November 2014

BACKGROUND

In January 2009 the Department of Justice and Constitutional Development (DOJ&CD) implemented the Access to Justice and Promotion of Constitutional Rights Programme (AJPCR) in partnership with the Foundation for Human Rights (FHR).

Since the elections of 1994, basic citizenship and political rights have been extended to the entire population of South Africa, without discrimination on grounds of race, colour, sex, ethnicity, age, language, religion, politics, national or social origin and disability.



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA



PROBLEM

Despite South Africa's range of anti-poverty legislation and policies, and efforts by both government and civil society to implement them, citizens are faced with widespread poverty, deep inequality and recurrent human rights violations.

Our country remains structurally divided, with the majority of the population residing at the bottom of the socio-economic ladder.

In particular, vulnerable and marginalised groups such as black women, rural dwellers, persons with disabilities and refugees/migrants are hit hardest.



SOCIO-ECONOMIC LADDER

“Poverty is not just a lack of money; it is not having the capability to realize one’s full potential as a human being.”

Amartya Sen, winner of the Nobel Memorial Prize in Economic Sciences in 1998

? QUESTION

DO MEMBERS OF VULNERABLE AND MARGINALISED GROUPS UNDERSTAND THAT THEY HAVE RIGHTS TO:



ADEQUATE HOUSING



EDUCATION



HEALTH



LAND



SUFFICIENT FOOD & WATER



A HEALTHY ENVIRONMENT



SOCIAL SECURITY

DO THEY KNOW THEY HAVE THESE RIGHTS AND HOW TO ACCESS THEM?

PREVIOUS STUDIES

1. The South African Human Rights Commission Economic and Social Rights Report of 1998
2. The Foundation for Human Rights' CASE survey of 1998.
3. National Institute for Public Interest Law and Research study of 2000.
4. Human Sciences Research Council 2001 public opinion survey.
5. Survey on protection of human rights: perceptions and awareness of 2004.

Previous studies showed that knowledge about the Bill of Rights was worryingly low, with 45% of the population saying that they had not heard about it.



55% SAID YES



45% SAID NO



Figure 1: Core finding from the 1998 FHR survey

THE AJPCR BASELINE SURVEY

PURPOSE OF THE BASELINE SURVEY:

What is the understanding of the Bill of Rights by members of vulnerable and marginalised groups? They are the citizens most in need of understanding their rights.

METHODOLOGY:

A site-based survey, designed to obtain detailed information from specifically targeted vulnerable and marginalised groups.

THE AJPCR BASELINE SURVEY

RESPONSES FROM 4,200 PEOPLE FROM THESE 20 SITES WERE COLLECTED AND ANALYSED:

COMMUNITY	NUMBER	LOCATION
Farming communities	5	Malmesbury (WC), Belabela (LP), Ermelo (MP), Mnguma (EC), Lejweleputswa (FS)
Rural poor	5	Magusheni (EC), Ilangakazi (KZN), Riemvasmaak (NC), Taung (NW), Dihlophaneng (LP)
Urban poor	6	Orange Farm (GT), Soshanguve (GT), Manenberg (WC), Khayelitsha (WC), Mzamomhle, East London (EC), Ntuzuma (KZN)
LGBTI communities	2	Johannesburg (GT), Durban (KZN)
Migrants	2	Berea (GT), Musina (LP)

WHAT WERE THEY ASKED?

- 1. Demographic details about the respondent**
Gender, age, population group, home language, economic status, source of income, employment status, education
- 2. Household data**
Size, tenure status, household quality, source of energy
- 3. Awareness of human rights**
Legislation, institutions, information sources
- 4. Attitudes to basic human rights**
Affirmative action, death penalty, freedom of press, LGBTI rights, women's rights
- 5. Access to basic human rights**
Distance to police stations, magistrate's courts & other institutions of justice
- 6. Participation in political processes**
Belonging to a political party or trade union

WHAT DID WE FIND?

At the heart of the survey were two questions: 'Have you heard about the Constitution of South Africa?' and 'Have you heard about the Bill of Rights?'

The responses indicated that only 46% of respondents were able to answer 'yes' to either of these two questions. Less than the previous studies had shown.

Less than 10% of respondents had read these documents, or had either of the documents read to them.

AWARENESS OF EITHER THE CONSTITUTION OR THE BILL OF RIGHTS



So members of vulnerable and marginalised communities are particularly lacking in awareness of their basic rights. Those most in need of asserting their rights are those who are least aware of the legislation that they have at their disposal.

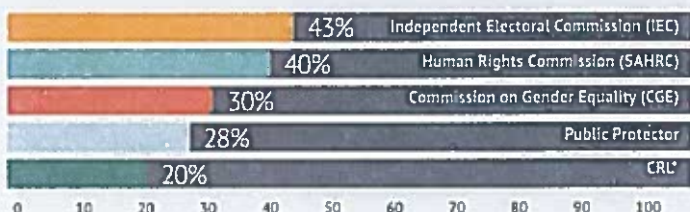
Respondents did show fairly high level of knowledge of some specific rights, despite the low levels of general awareness about the constitution.

ALMOST THREE-QUARTERS (75%) OF RESPONDENTS ANSWERED THESE FOUR STATEMENTS CORRECTLY:

- ✓ Anyone has the right to join a trade union
- ✓ Everyone has the right to basic health care, food, water and social security
- ✓ Everyone has the right to a basic education, including adult basic education
- ✓ No one may be evicted from their home, or have their home demolished without an order of court

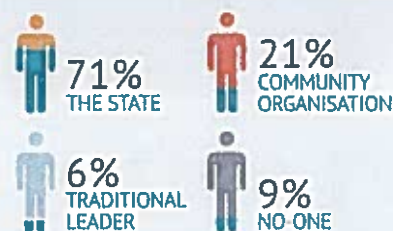
75%

DID THEY KNOW ABOUT THE CHAPTER 9 INSTITUTIONS THAT HAVE BEEN ESTABLISHED TO PROTECT THE BILL OF RIGHTS?



*Commission for the Promotion & Protection of the Rights of Cultural, Religious & Linguistic Communities (CRL)

WHERE THEY WOULD GO FOR ASSISTANCE IF THEY BELIEVED THAT THEIR RIGHTS HAD BEEN VIOLATED?



ATTITUDES TOWARDS A NUMBER OF BASIC HUMAN RIGHTS ISSUES:

- 77% I think that affirmative action to assist disadvantaged people is still necessary in South Africa
- 43% I think it was a mistake to take away the death penalty in South Africa
- 55% If the government represents the majority of the people of South Africa it should be able to decide what information newspapers print
- 63% Homosexuals should not have the same rights as heterosexual people
- 65% A political party or organisation should be able to operate freely in my area even if I strongly disagree with their viewpoints
- 65% A woman cannot refuse to have sex with her husband if he demands it

FACTORS AFFECTING AWARENESS OF HUMAN RIGHTS

- Respondents falling into the 'Low' socio-economic group were less likely to have this basic awareness compared to their counterparts in the 'Medium' and 'High' groups.
- Education levels of respondents made a large difference to their awareness of their rights as well as the likelihood that they would take action if they had been discriminated against.
- Respondents in rural and farming communities were somewhat less likely to have a basic level of knowledge compared to their urban counterparts.
- Members of the group with no regular source of information were the least likely to have a basic level of awareness of their rights.

5.1. SEJA PILOT BASELINE BASELKINE SURVEY 2016

The pilot Baseline Survey

In March 2011, the FHR completed a Baseline Study of awareness of the Constitution and its Bill of Rights as part of its Access to Justice and Promotion of Constitutional Rights (AJPCR) programme.

The survey was a site-based survey, as opposed to being a national, sample-based survey, designed to obtain detailed information from vulnerable and marginalised groups. Responses from 4,200 people from 20 sites were collected and analysed.

The survey found that a minority (46%) of respondents were aware of the existence of either the Constitution or the Bill of Rights and that less than 10% of respondents had read these documents, or had either of the documents read to them.

In the light of these findings, the DOJ&CD and the FHR has begun the execution of a nation-wide survey as part of the SEJA programme, using an expanded questionnaire to measure the awareness of the Constitution of the population at large.

This is a medium-term project with multiple role-players, with the objective of laying the foundation for regular on-going surveys of the state of governance in the country.

The first stage was to carry out a pilot survey of 1 200 respondents to gather data to measure the DOJ&CD's Indicator 16 in the Annual Performance Plan 2015/2016 and to test a simplified questionnaire.

Respondents were asked if they had heard of the Constitution of South Africa and if they had heard of the Bill of Rights. Approximately six out of every ten (62%) respondents had heard about the Constitution and a similar proportion (60%) stated that they had heard about the Bill of Rights. This figure is higher than the 2011 Baseline Survey conducted by the FHR, which found that less than half (46%) of respondents had heard of either of the two.

As shown in Figure 1, respondents in North West were least likely to have heard about the Constitution (59%) or the Bill of Rights (49%). In addition, slightly more respondents in Gauteng and Mpumalanga had heard of the Bill of Rights as opposed to the Constitution.

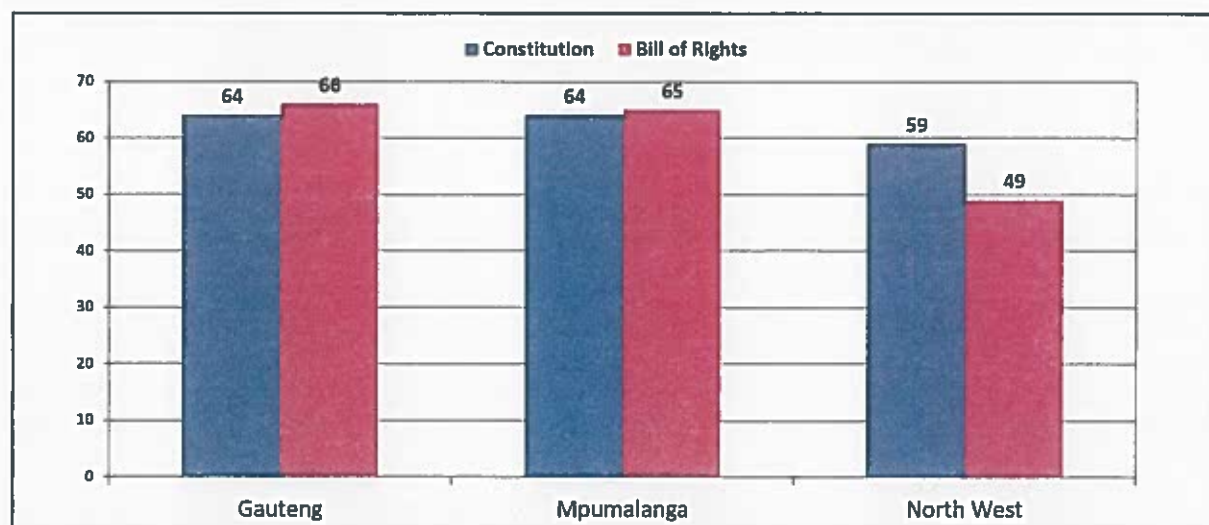


Figure 1: Level of awareness of the Constitution and Bill of Rights by province

Project plan

- Literature review and focus group research finalised by mid-May 2016.
- Questionnaire design finalised by end May 2016.
- Terms of Reference for the baseline survey finalised and published by end May 2016.
- Fieldwork provider contracted by end of July 2016.
- Testing of survey instrument by mid-August 2016.
- Recruitment and training of fieldworkers by end of August 2016.
- Fieldwork to commence in September 2016 and be completed by end November 2016.
- Data cleaning and processing to be completed by mid-January 2017.
- Dataset and tabulated results to be handed over to FHR by end January 2017.
- Baseline survey report to be completed by end March 2017.



SEJA pilot Baseline Survey results

Ross Jennings and Gerald O'Sullivan
Knowledge Management Centre
29 March 2016

Objectives

- DOJ&CD Annual Performance Plan for 2015/2016 includes Indicator 16: “Percentage of people with an awareness of the constitution”
- SEJA Baseline Survey will measure Indicator 16, but is a large-scale, medium-term project with multiple role-players, so data will not be available by 31 March 2016
- Working group decided to execute a pilot survey:
 - Get data for Indicator 16
 - Test a slim-line questionnaire
 - Trial computer assisted survey techniques

Methodology

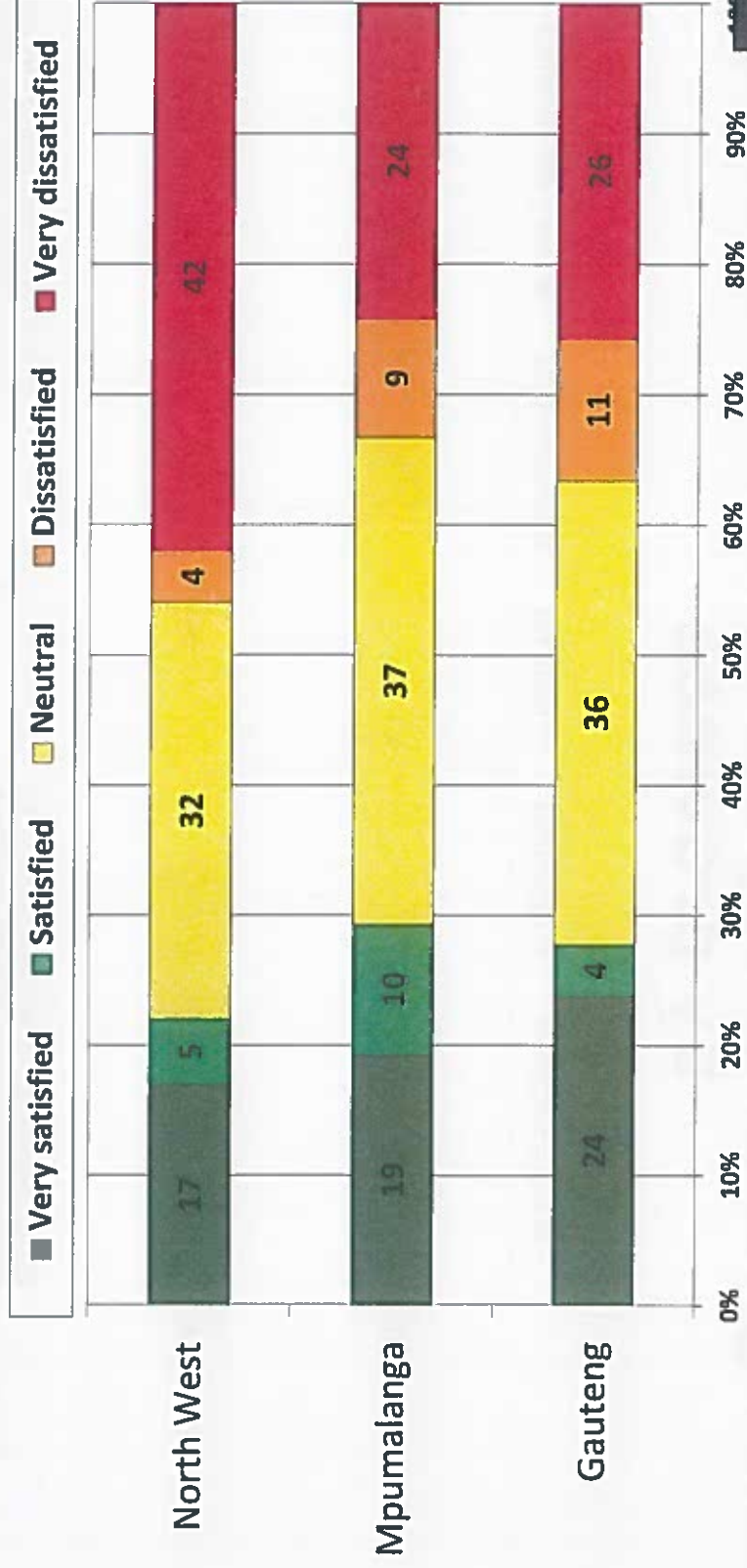
- Face-to-face interviews of 1 209 respondents
- Three provinces: Gauteng, Mpumalanga and North West
- Two thirds (67%) urban areas, one third (33%) rural
- Housing: formal 72%, informal 16%, traditional 11%

	Number	Percentage (%)
Gauteng	403	33
Mpumalanga	406	34
North West	400	33
Urban	805	67
Rural	404	33
Formal	873	72
Informal	199	16
Traditional	137	11

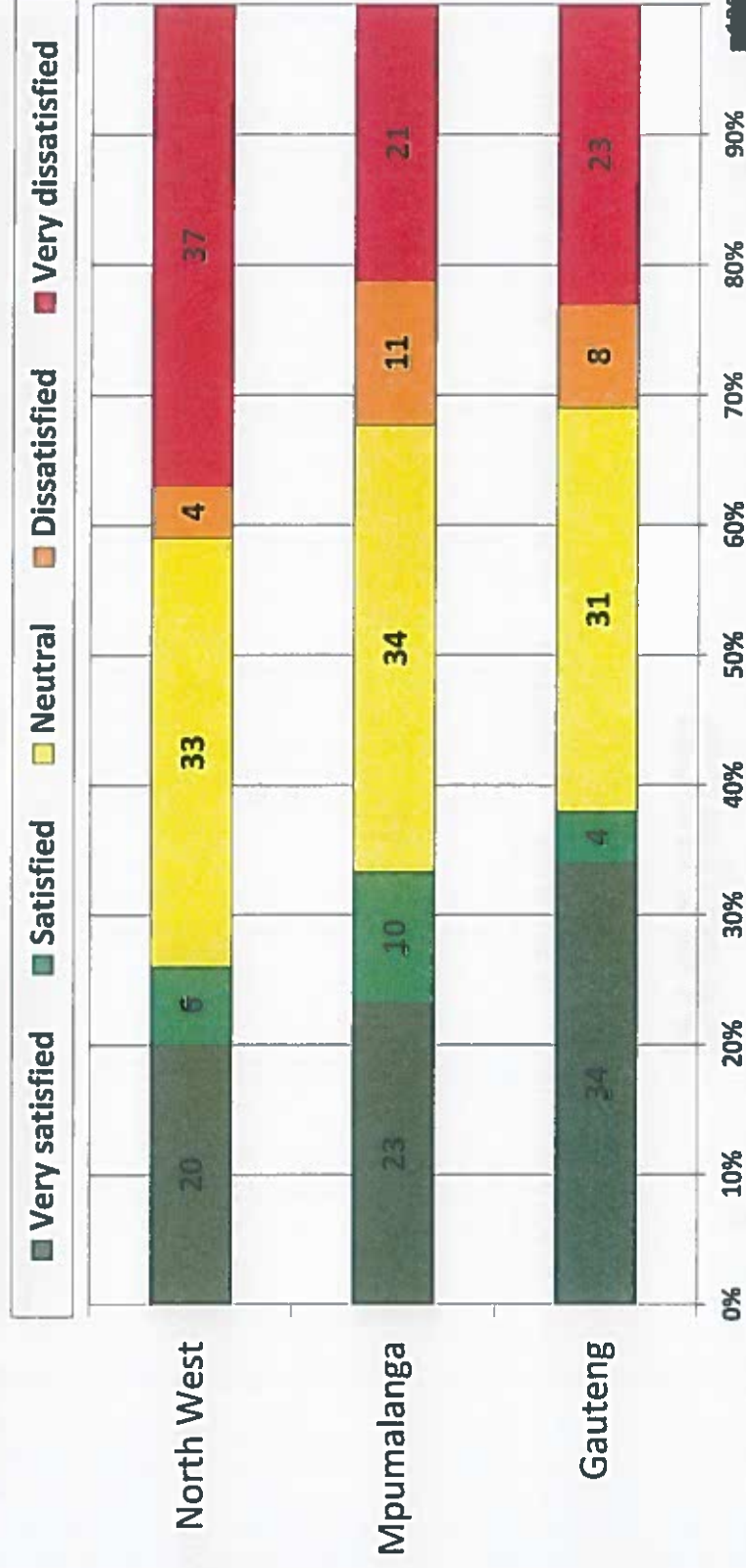
Methodology cont'd

- Randomised sampling to select Enumerator Areas (EA)
- Random walk procedure to select households within EA
- Randomised process to select the qualifying respondent within each household
- Majority (86%) of sample were Africans, whites (9%), coloureds (3%) and Indians/Asians (2%)
- More females (58%) than males (42%) in the sample
- Interviews done in vernacular
- Glossary of terms in relevant languages to assist interviewers

“How satisfied are you with the way democracy works in South Africa” by province



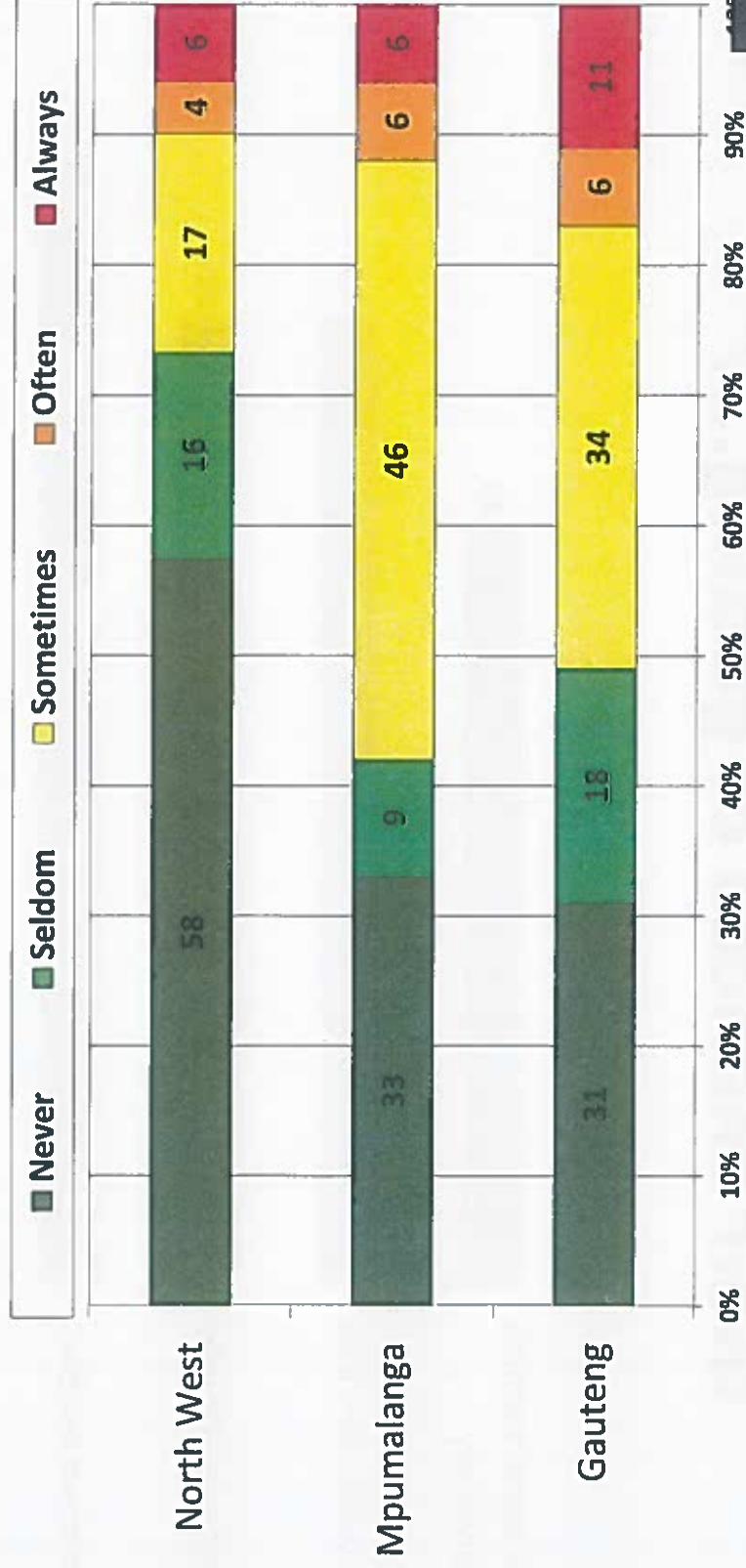
“How satisfied are you with the way that human rights are respected in this country” by province



FOUNDATION FOR
HUMAN RIGHTS

A just society for all

"To what extent do you feel that people treat you unfairly" by province

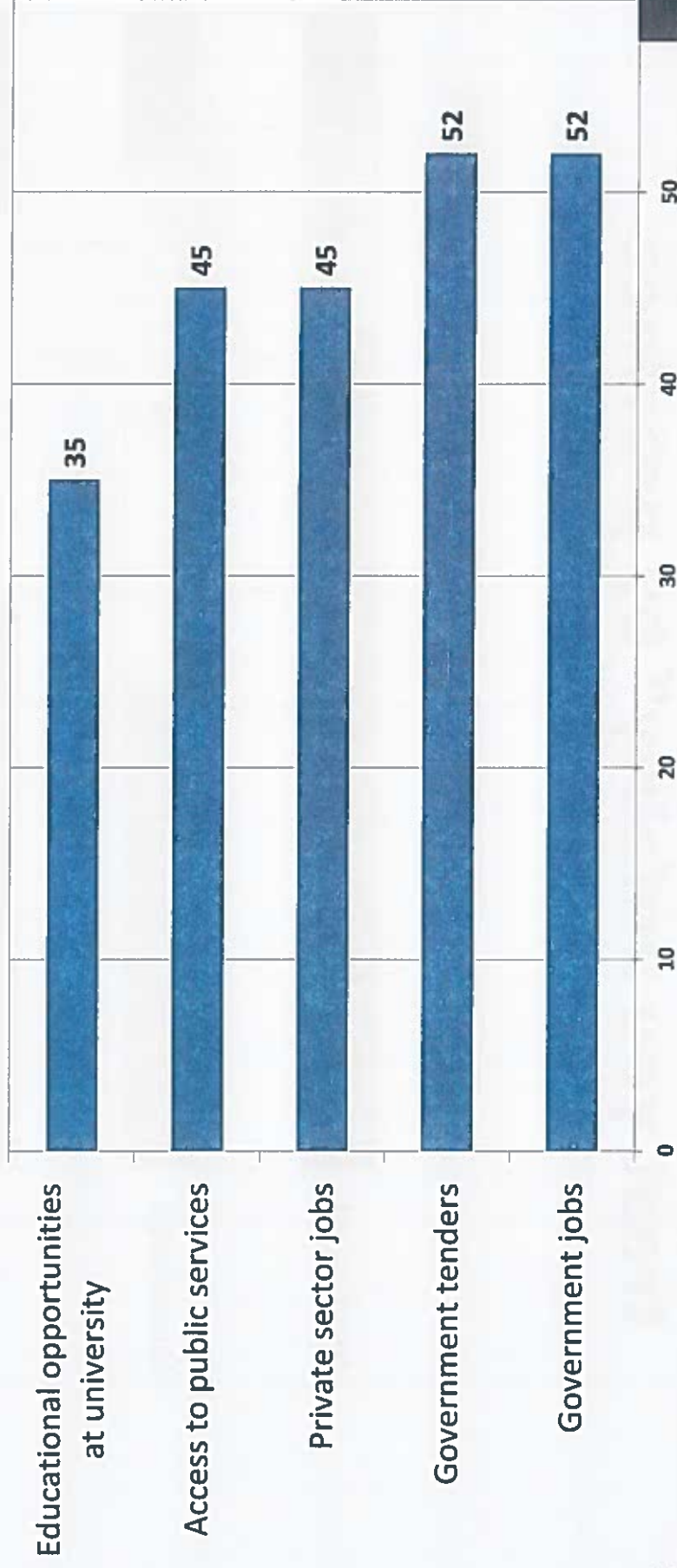


FOUNDATION FOR
HUMAN RIGHTS

A just society for all



"Does someone's race or ethnicity affect their chances of getting...?"

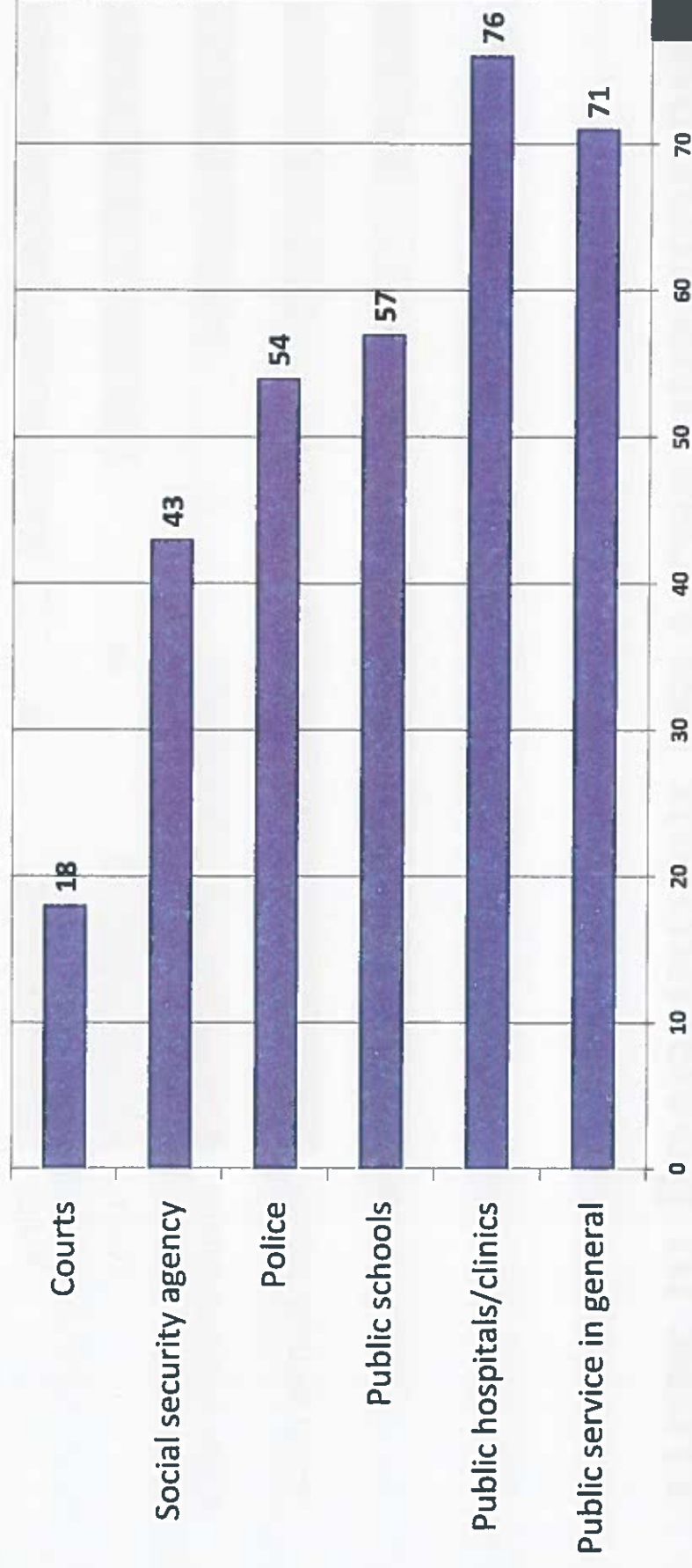


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Use of government services/institutions

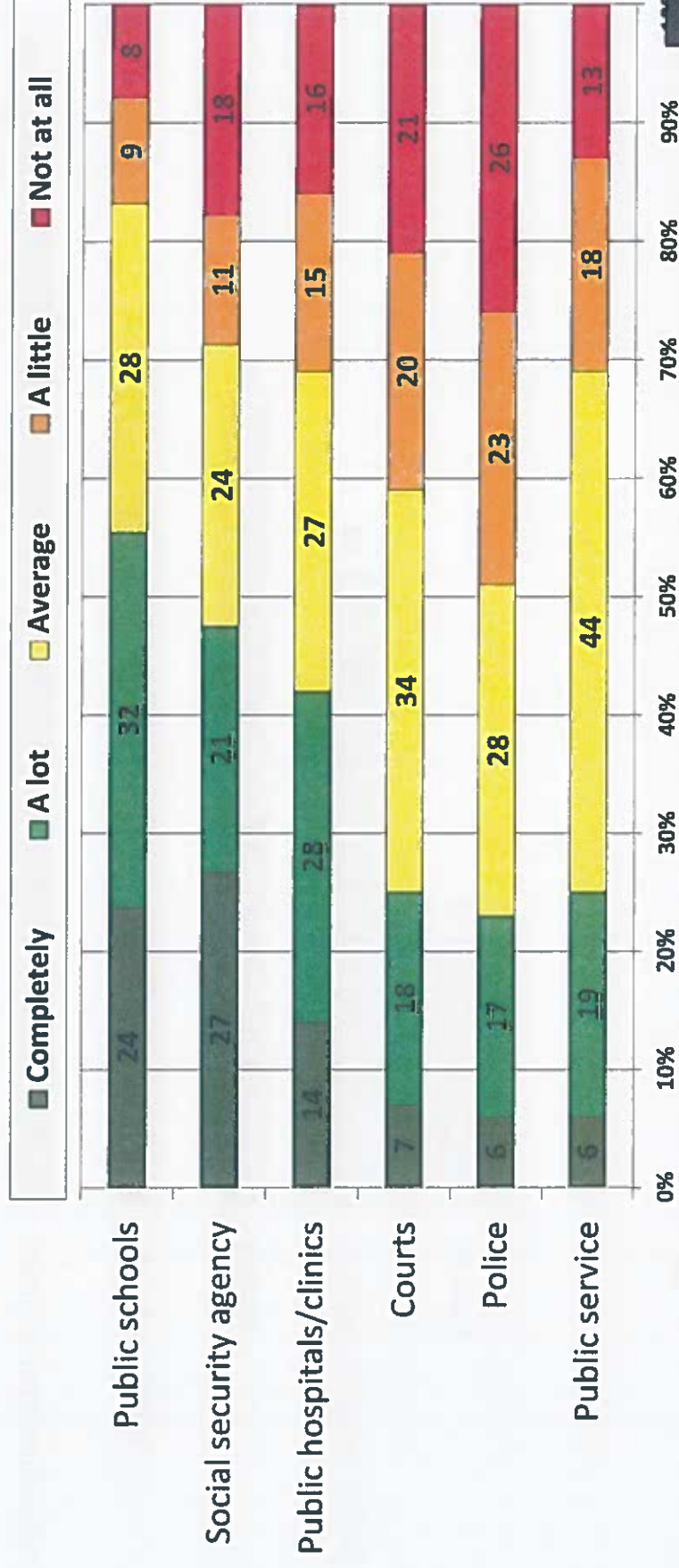


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Trust in government services/institutions

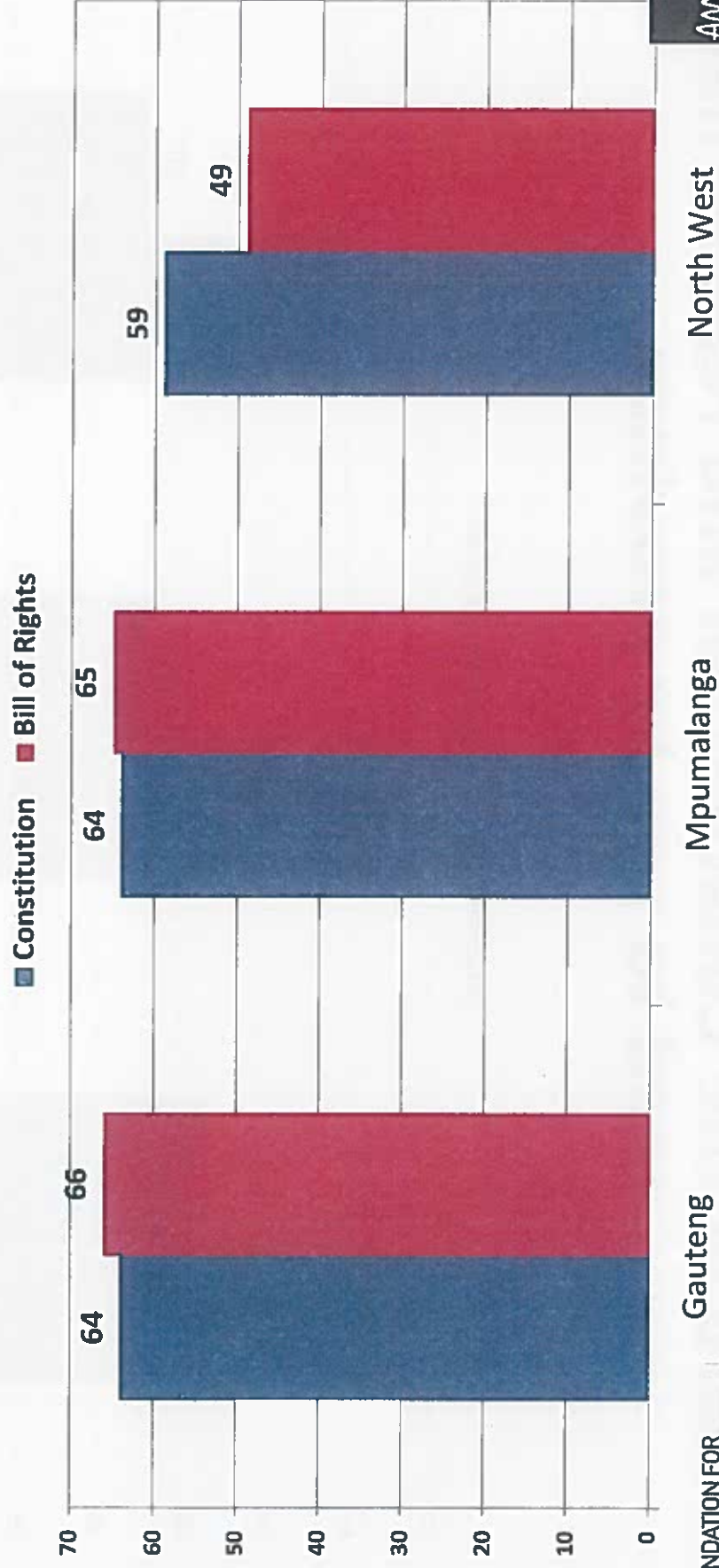


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Heard of the Constitution and Bill of Rights by province



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Gauteng

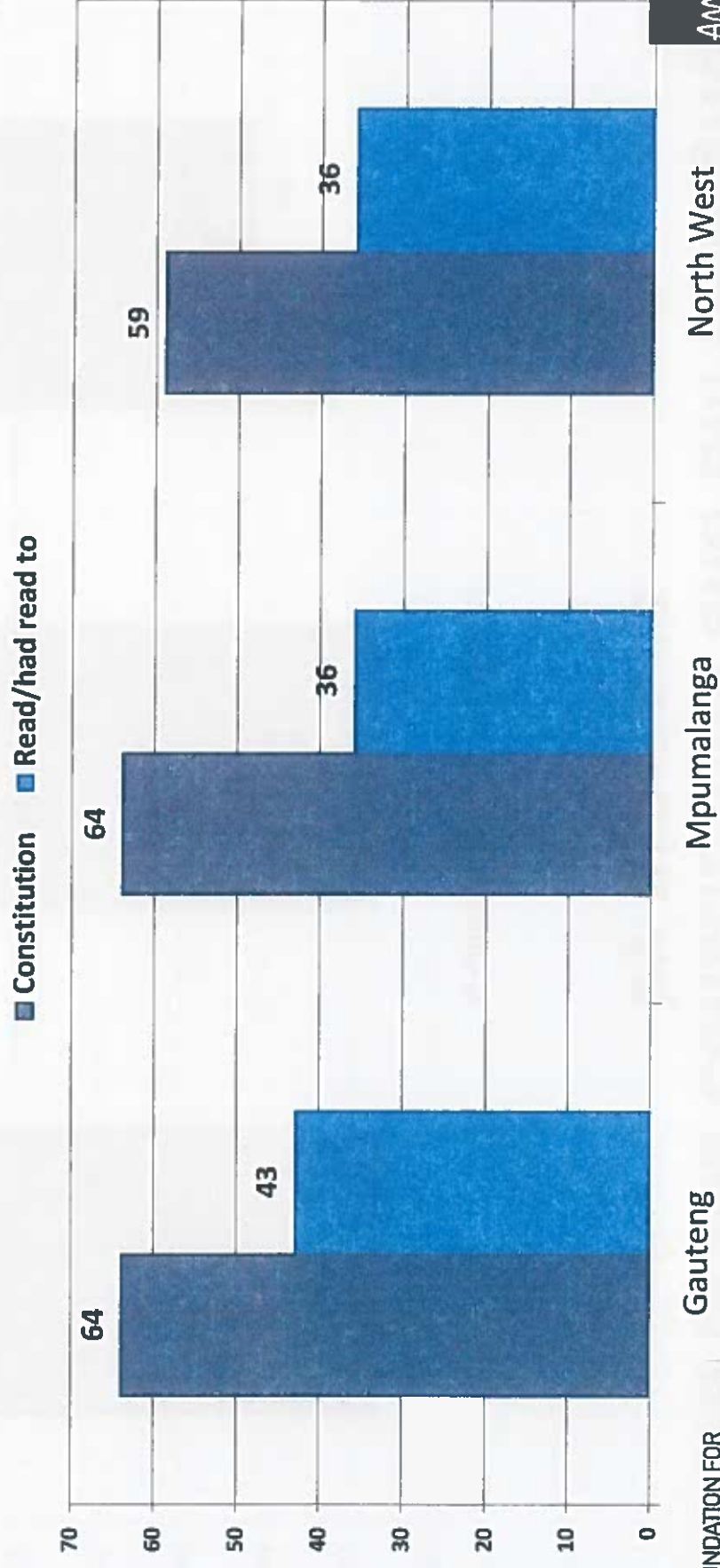
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Mpumalanga

North West

AMARIGHTZA

Heard of the Constitution and read it/had read to you by province



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HUMAN RIGHTS

Gauteng

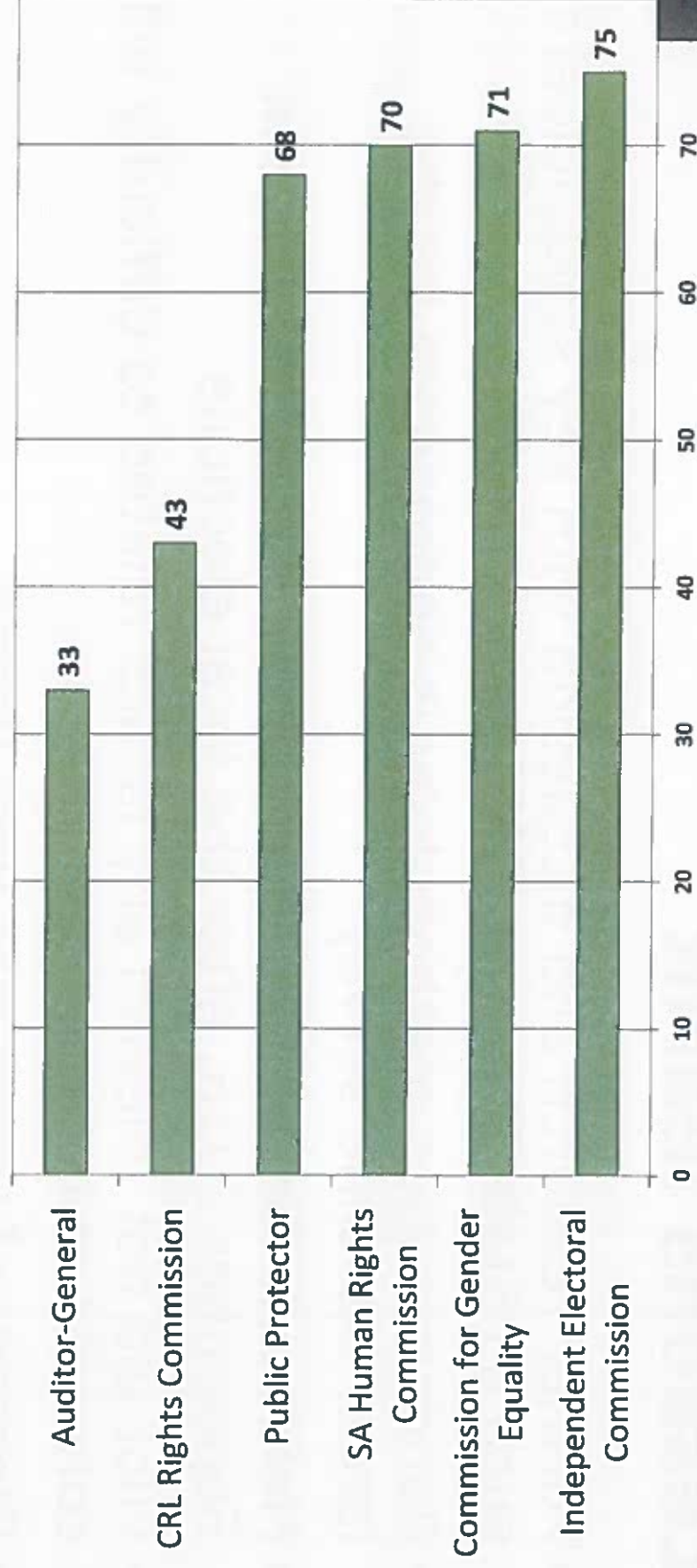
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Mpumalanga

North West

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"Have you ever heard of...?"



FOUNDATION FOR
HUMAN RIGHTS

A just society for all

AMARICHTA

Lessons learnt

- Further research and discussion with key stakeholders such as StatsSA about CAPI versus PAPI
- Randomisation methodology is appropriate for the larger baseline survey
- Fieldwork for full baseline survey should be done in September 2016, after the local elections
- Pilot did not unearth any issues related to difficulty with concepts or terminology
- Glossary of terms was very useful

Way forward

- Literature review and focus group research finalised by mid-May 2016
- Questionnaire design finalised by end May 2016
- Terms of Reference must be finalised and published by end May 2016
- Fieldwork provider contracted by end of July 2016
- Testing of survey instrument by mid-August 2016
- Recruitment and training of fieldworkers by end of August 2016
- Fieldwork commence in September 2016 and complete by November
- Data cleaning and processing to be completed by mid-January 2017
- Dataset and tabulated results to be handed over to FHR by end January 2017
- Baseline survey report to be completed by end March 2017

6. STORIES OF CHANGE- BOLAND FARM PROJECT

Boland Area Human Rights Awareness Project

Stories of Change

March to October 2014



A Partnership Project
between
Foundation for Human Rights (FHR)
and
Department of Justice & Constitutional Development (DOJ&CD)

Acknowledgements

First and foremost, we acknowledge the lives and struggles of farmworkers and farmdwellers in South Africa who remain one of the most vulnerable and marginalised sections of our country. The floor of rights set out in South Africa's Bill of Rights continue to be elusive for most farmworkers and their families and their efforts to stay on the land that they work and in jobs that provide for their family needs.

This booklet simply reports on the work of a set of civil society organisations in the wider Boland Area that responded to Calls for Expression of Interest, and that were successful in being awarded and completing their contractual commitments. In fact most organisations excelled in their efforts and contribution. It is this passion and human rights activism, well planned and well executed, that we acknowledge and celebrate. These organisations have told their own 'interim' stories of change for this booklet as it neared its end. The range and depth of activities demonstrate concrete results in improving human rights awareness in the region:

Centre for Rural Legal Studies, Citrusdal Farmworkers Farmworkers & Migrants Forum with funding through Surplus Peoples Project, Environmental Monitoring Group, Sandveld Local Development Agency, Valley fm, Witzenberg Rural Development Centre, Women on Farms Project.

About the Foundation for Human Rights

The Foundation for Human Rights (the Foundation) is a grant making institution supporting civil society organisations in South Africa, and the region, to implement programmes which promote and protect human rights. The Foundation's mission is to address the historical legacy of apartheid, to promote and advance transformation in the country and to build a human rights culture using the Constitution as a tool.

The Foundation, in partnership with the Department of Justice and Constitutional Development (DoJ&CD), initiated a 5 year human rights programme for 2010 to 2014 entitled: Access to Justice and Promotion of Constitutional Rights (AJPCR), (Strengthening Civil Society). This Programme is in pursuance of Government's objectives to build a vibrant constitutional democracy in which civil society plays an active role.

The overall aim of the AJPCR Programme has been to contribute to the promotion, protection and realisation of the rights established in the Constitution through three key objectives:

- Improving access to justice.
- Raising awareness of constitutional rights.

- Strengthening democracy through partnerships with civil society.

The 2015 to 2019 programme, to be known as the Socio Economic Justice for All (SEJA) Programme, will continue this partnership between the Foundation and DOJ&CD. The SEJA Programme articulates with the National Development Plan (NDP) in its endeavour to 'eliminate poverty and reduce inequality in the country by 2030, through uniting South Africans, realising the potential of its citizens, growing an inclusive economy, building capabilities, enhancing the capacity of the state and leaders working together to solve complex problems'. Key elements of the SEJA Programme are:

- Improved awareness of constitutional rights, with an emphasis on socio-economic rights and on vulnerable groups.
- Enhanced participatory democracy through public policy dialogues on constitutional rights.
- Improved and sustained collaboration between Government, Chapter 9 institutions, Civil Society and other stakeholders in terms of justice service delivery and socio-economic rights (including support for Community Advice Offices (CAOs)).
- Increased research on socio-economic rights and jurisprudence.
- Improved sector co-ordination and policy design on constitutional development.
- Strengthened capacity, engagement and participation of Civil Society Organisations (CSOs) in the realisation of constitutional rights with an emphasis on socio-economic rights.

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Background & Results Overview

This project is a targeted response to the Western Cape Farmworkers Strike of late 2012 to early 2013. The focus is to improve Human Rights Awareness in the wider Boland Area of the Western Cape as a response to a **Memorandum from the then Minister of Justice, Jeff Radebe**, in September 2013. DOJ&CD requested FHR (Foundation for Human Rights) to design and deliver a dedicated and ring-fenced strategy to improve rights awareness in the area.

This project forms part of a broader initiative by the DEVCOM of the JCPS (Justice & Crime Prevention Safety and Security) Cluster Priority Committee

KPI 1: Criminal cases (130) are fast tracked and concluded

KPI 2: Legal Aid SA plays an active role in the lives of those arrested (half arrested required Legal Aid SA support)

KPI 3: A Human Rights Awareness programme is delivered in the area in partnership with the FHR

KPI 4: An SAHRC police action report is produced

After developing a Concept Proposal, the FHR convened a **Consultative Workshop** in Cape Town in October 2013 that was attended by 38 representatives from a cross section of government departments, statutory bodies, CBOs, NGOs and trade unions. The proposed strategy was endorsed.

A set of targeted competitive **calls for proposals** were then circulated by the FHR between November 2013 and January 2014, resulting in around 30 applications. Following standard FHR assessment procedures, **nine awards** were made between December and February 2014 for activities to run over 8 months to a ceiling value of R2,5 million.

While most of the project activity **geographical reach** has been in the Boland area itself reaching into the Koue Bokkeveld, activity has also stretched as far as Doringbaai up the

West Coast and Gansbaai on the Southern Coast. This project has had direct beneficiary activity in **forty one towns and areas of the wider Boland region** through contracted human rights awareness activities between March and September 2014.

The project **direct beneficiaries** through **mass media** reach via television, community radio and theatre will be in the region of **680,000** once the Cape TV play is flighted in early October 2014. For the **small scale local activities**, the direct beneficiary target was **16,500** individuals.

The projects have yielded a rich and wide variety of HRA approaches and methodologies:

- One key feature being '**mass reach**' activities that involved three professional, amateur and community performed plays, as well as weekly dedicated community radio slots on farmworker rights. Valley fm listenership is over 100,000 people across 31 towns in the wider Worcester valley area. This work included collaborative work by the radio station and the CSO partner organisations in this Boland HRA Project. The professionally produced play has been televised for Cape TV with an estimated reach of at least 600,000 viewers plus 100 DVDs of the play are circulating for use by CSOs in their work.
- On a more **localized and smaller scale activities**, the six funded projects have delivered substantive learning through 1-3 day workshops on Constitutional Rights, BCEA, ESTA, OHSA, Labour Inspectors, H&S Inspectors, CCMA. There have been media activities that have produced pamphlets, posters and a community newspaper. A youth camp on restorative justice was successfully held with 'troubled youngsters'. There were a number of door to door awareness campaigns, information sessions were held in towns and on farms, as well as road shows on 'Know your Rights'. These visits gather evidence and information to improve support interventions. Two more local amateur actor plays were put on in 3 towns each - 'Jou Plaas, My Hart', 'Farmworker Renaissance'. Peacebuilding & conflict resolutions brought specialised capacity development within rural and farm communities creating safe and trusted spaces to mediate differences. Skills development and capacity building involved community newspaper journalism skills. Advocacy involved Farmworker Speak Outs; Sessions with the Dept of Labour on community problems.
- A Popular Paralegal Pilot course has been developed for testing in two Boland area locales (Caledon and Malmesbury) in September to October 2014. It is a 2 module 'popular' course in so far as it aims to offer skills to NGO and CBO staff and activists, as well as the usual community advice office staff. Participants engage in at least 50 contact hours of learning through course time and assignment mentoring and feedback. The course is designed to support activists to have a clearer substantive knowledge of the law and to use the law as a transformative tool of social justice and human rights activism. Two Western Cape attorneys have been contracted to co-design the course with FHR and DOJ&CD, and to then develop the curriculum and materials for testing in the pilot. After the pilot, a Paralegal Course Materials Reference Group will be convened to review these and other materials developed to date in

order to streamline them, modularize them and prepare for training requirements to respond to the new vision for paralegal court support under the Legal Practice Act.

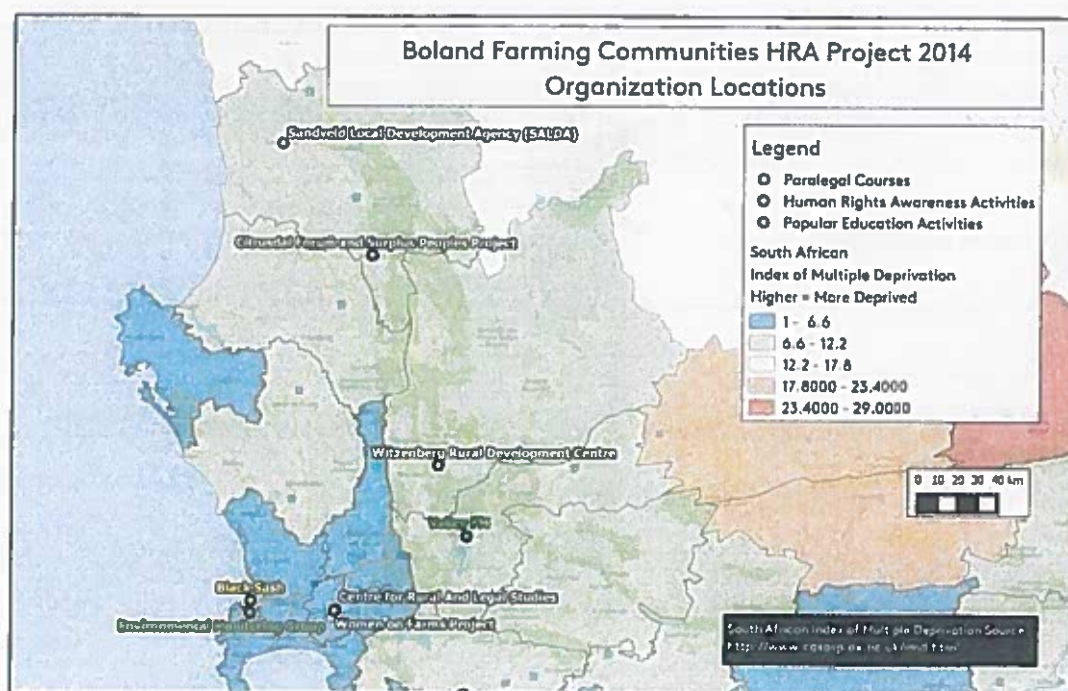
Boland Area towns and surrounding areas reached through this project

Activities have been conducted in the following towns and areas between March 2014 and September 2014 and including mass media reach will yield around 650,000 direct beneficiaries of which 16,500 will be through small scale local activities:

1. Ashton	17. Koue Bokkeveld	32. Stellenbosch
2. Barrydale	18. Lamberts Bay	33. Swellendam
3. Bo-Swaarmoed	19. Lambertsbaai	34. Tulbach
4. Bonnievale	20. McGregor	35. Villiersdorp
5. Botrivier	21. Moreesburg	36. Vredendal
6. Ceres / Witzenberg	22. Montagu	37. Warm Bokkeveld
7. Citrusdal	23. Op-die-Berg	38. Wellington
8. Clanwilliam	24. Paarl	39. Wolseley
9. Clanwilliam	25. Piketberg	40. Worcester
10. De Doorns / Stofland	26. Porterville	41. Wupperthal
11. Dreivlei	27. Rawsonville	Also 5 farms were named specifically ¹ : Leipoldtsville, Paleisheuvel, Middelduin, Klipfontein, Jakkalsvlei
12. Gansbaai	28. Robertson	
13. Graafwater	29. Saron	
14. Grabouw	30. Soetsmelsvlei	
15. Klapmuts	31. Somerset Wes	
16. Klipheuvel		

Contracted organisations are based in these areas on the map:

¹ Many more farms are likely to have been reached but are not named yet in reports received.



Timelines of project

- | Milestone | Dates |
|--|--|
| 1. Conceptual Meetings with DOJ&CD Western Cape | Between June and August 2013 |
| 2. Concept Document produced by FHR | September 2013 |
| 3. Stakeholders Consultative Meeting (38 delegates from 30 government departments and CSOs) | Friday 25 October 2013 – Cape Town |
| 4. Calls Published for HRA Activities | Tuesday 12 November 2013 |
| 5. Assessor Panel | December 2013 – January 2014 |
| 6. FHR Director review of award | End January 2014 recommendations |
| 7. FHR Evaluation Committee approves | End January 2014 awards |
| 8. Announcements of awards & regret letters | 22-31 January 2014. |
| 9. Popular Paralegal Pilot Course | Targeted Call circulated 25 Feb 2014. |
| Revised approach discussed by FHR & DOJ&CD after the Consultative Workshop to use local expertise if possible. | Assessment and FHR Evaluation Committee Board ratification: 24 May 2014 to strive Award: Black Sash – 1 May 2014 |
| <i>See #16 for continuation of implementation</i> | |
| 10. Due Diligence Visits | Between 31 January and 4 February 2014. |
| 11. Contracts negotiated, generated, signed & | Feb to Mar 2014 first tranches paid |
| 12. Progress Reflection Day (22 partner delegates) | 29 May 2014 |
| 13. Site visits to all 9 projects | Begun Sat 31 May 2014 with completion by 30 Sep 2014 |

14. Extension requests 31 August to 30 September 2014 to all projects by email September 2014 granted

15. Stories of Change Report (Progress Report	This document 16 Sep 2014 to DOJ&CD Sep 2014)
16. Popular Paralegal Pilot Course – Adjusted and rollout by Black Sash with Block 1	Caledon – Wednesday 10th Saturday 13th contract
Ratula Beukman as Malmesbury – Tuesday 16th Friday 19th materials developers and facilitators	September 2014 September 2014 Ashraf Mahomed &
Block 1 September September	
Continuation of #9 above	Caledon – Tuesday 7th Friday 10th
	Block 2 October October
	Malmesbury – Tuesday 21st Friday 24th
	Block 2 October October
17. Deputy Minister of Justice & Malmesbury Block 2 – Wednesday 22 October 2014 Constitutional Development visit	
18. Final Reports Activity completion by 30 September 2014.	Reports due in by 31 October 2014
19. Evaluation commissioned & completed	Part of FHR external evaluation of the Access to Justice &
20. DOJ&CD and JCPS Cluster Closure & Way Forward	

Promotion of Constitutional Rights Programme
(November 2014 to February 2015)
Approach and dates still to be agreed

Wide Reach HRA Activity (Popular Education)

These two projects used highlight the power of a 'mixed medium approach' to mass reach education with an all inclusive reach of around 650,000 direct beneficiaries:

- The worker unity 'Saamstaan' Play was professionally produced based on a detailed brief and brainstorming with the FHR-contracted CSO whose idea this was. The play was performed in three different towns and was recorded for DVD and for Cape TV at the final performance.
- Valley fm's targeted outreach programmes in 12 areas of the wider Boland valley has brought over 50,000 farmworkers and farmdwellers the possibility to tell their own stories of their human rights struggles on community radio and to discuss ways to overcome challenges and seek advice and assistance. Partnering with a range of CSOs the station strengthens collaboration while ensuring expert advice is at hand.

Environmental Monitoring Group (Project 5166)

Purpose

To produce a play/musical which is intended to raise awareness amongst farm workers, farm dwellers and migrant workers of their rights, raise important issues facing their communities like racism, xenophobia and exploitation in the workplace and the need for solidarity amongst farm workers.

Geographical Reach

- Stellenbosch
- Piketberg
- Worcester

Outcomes

A play reaching over 680,000 audience members through live performances, DVDs and on Cape TV will lead to:

- Increased awareness of rights amongst farm workers/dwellers/migrants in the Western Cape, a result of learning from participation in the theatre activity, listening to radio and watching Cape TV.
- Stronger civil society awareness of farm workers and farm dwellers of rights, struggles and issues they face.
- Strengthened partnerships between civil society stakeholders who support farm workers and rural communities, government and other stakeholders based on participatory development of the performance.
- Deeper understanding of the constitution and labour laws by farm workers and civil society resulting in more effective implementation of the countries laws.
- The campaign will focus on key demands related to human rights issues on farms like racism and xenophobia, build increased awareness amongst farm workers and farm dwellers of their rights particularly in light of the aftermath of the 2012 strikes in the Worcester/Rawsonville, Piketberg/Cirtusdal, Stellenbosch/Paarl/Wellington areas. Highlight the importance of solidarity amongst workers.

Activities

- Activity 1: Script writing and educational material for distribution at theatre events
- Activity 2: Radio publicity – music talk shows
- Activity 3: Play performed for workers - Stellenbosch
- Activity 4: Play performed for workers - Worcester
- Activity 5: Play performed for workers - Piketberg
- Activity 6: Play screened on Cape TV

Our Story of Change & Challenges



The Play

"SAAMSTAAN is a play about Joyce, a farm worker and mother who takes on the challenge of changing her life and the life of everyone on the farm she works. Come and see our Hip Hop Musical, meet Joyce, watch her fill in love and learn about your roles as a farm worker."



Three generations of Women

Joyce, her mother Ma Susie and her daughter Tammy represent three different generations on the farm. Ma Susie represents the old conservative and self-deprecating attitude that is indicative of the country's apartheid past with its patriarchal nature.

While Tammy, her granddaughter, represents the idealism of the post-apartheid dream. Joyce is caught between the two as her family and our society race to transition to a better South Africa.



Joyce Challenges gender stereotypes

Joyce is the protagonist of our play. She is a prominent farm worker and lives on the farm with her mother and daughter. Joyce is heroic and is a strong female role model. She is a single mother who takes the time to share her experience with her daughter and at the same

time learn from her daughter's struggles in her own silence.

Joyce teaches us then by believing in yourself, working with others, staying true to your beliefs while at the same time being willing to change your ways so you can in fact change the world.



Amos: Challenges racial stereotypes

Amos is a seasonal worker on the farm. He lives in the township and is the union shop steward.

He is trying to recruit Joyce to join the union. Amos also likes Joyce personally.

Amos has a strong set of principles and a goal.

Knowledge of labour laws, the socio-economic situation of the country and of the farm workers.

Amos's character watches us to stand up for what we believe in and what is right. His relationship with Joyce challenges racial prejudice.



The Union Meeting

One of the scenes in the union meeting where workers raise their voices and problems.

Amos as the shop steward gives brief answers to workers about the issues and problems they raise.

In the meeting workers call attention to the importance of pay slips,

problems with election changes,

increase in food prices, deductions from wages, and late-

ness in the payments around workers' rights with regard to remuneration and no minimums are also raised and discussed.



The bosses

Sarel Bushoff is the owner of the farm. Ma Somo was his nanny while he was growing up. The race is rough between the old South Africa and the new. While he clings to the paternal relations of the past he is also drawn to Joyce and the promises of a new change different.

Sarel embodies the paternal

relations attitudes of some farm owners who have not embraced change.

The Internal Advisor La Rous is a more progressive farm owner who runs a Fair trade farm and has told Sarel that change should change but it is the worker's who ultimately force Sarel to realize that it is better to



negotiate and try to work together.

The Music

Music was adapted for the play by The 5-roads of the South (SOS). SOS is a network of activists from Khayatshe who use hip hop and poetry to spread revolutionary messages, raise consciousness and critique neo-liberalism.

The songs support the themes raised in the play including workers' struggles on farms, gender and activists' struggles to change a system.



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Government Departments Show their support

Government departments were invited to attend the performances and space was allocated for them to set up information tables.

They also played a role in the learning process as they were able to inform workers of what their roles are and provide workers with information and advice.

The following Departments were present: Department of Labour—who also invited consultants to follow up on Department of Justice and Constitutional Development, Department of Commercial Services, Local Municipalities offices in the different areas and the CIDA.



Farm Workers

200 people (12% Men and 88% Women) attended the plays which were held in Pekaia on the 12 July, Wintervier on the 13 July and Sutherland on the 26 July 2014. There was exceptionally good feedback from all those who attended and many requests for us to bring the show closer to workers in the smaller towns.

Workers expressed great appreciation for the way

the play reflected their lives, raised issues and provided information on issues that affect their lives and are important for them. Some said the play inspired them to take up challenges on their farms.

They also appreciated the opportunity to chat to government officials in person and to find out more about the opportunities to report problems to the department of labour.



Working with Radio

To build on learning, in partnership with Valley FM we held interviews with workers and experts on issues affecting workers. In this program Catherine from Valley FM interviews Absheem, a worker from Lortone

farm. Issues the interviews focused on included pay slips, health and safety, overtime, workers rights and the grier. The interviews were broadcast on valley FM which has a listenership of 120 000.



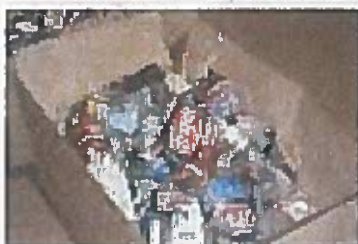
A few more pics...



The plays were also attended by other NGOs and Unions. Here is a picture of Mphahlela from the International Union of Total Workers (IUTW) and Howard from FAWT.



A Great time was had by all!



Everyone who came got a sack full of air, clips and a chocolate.



There were a great deal of smiles and laughter and even some impromptu dancing to the music.



The final performance was filmed by Simba Shira and will be aired in September on Cape Town TV with a viewership of over 200,000. DVD's will be distributed to CIO's, NCU's and unions.



The Cast, Director, Writer and Organisers

Characters	Actors
Jonas	Jojo Enslinbach
Anna	Thando Babu
Tammy/ Shirley	Andria Franklin
Omni Willie/ Adrian	Lee Booth
Saul Blochhoff/ David	Vivian Cronin
Ma Smau/ Dora/ Shonnie	Vanessa Lee
Director and Producer:	Amreman Hurnagh
Writer:	Touman Adams



The project was developed, designed, managed and coordinated by the Environmental Movement Group's (EMG) Fairtrade Project Manager Mandy Moushams and Doreen Samuel the Assistant to the Executive in Trade's (AITT) Project Coordinator.



Back row from left to right Thando Babu, Ma Smau, Lee Booth, Tammy/ Shirley, and Jon.

Front row from left to right Lee Booth, Thando Babu, Vivian Cronin, and Vanessa Lee. Andria Franklin, Jojo Enslinbach, and Amreman Hurnagh.



The project was funded by the Foundation for Human Rights and the South African Department of Justice and Constitutional Development as part of the Biko and Aza Human Rights Awareness Project.

Valley fm – Worcester (Project 5311)

Purpose

To give farmworkers and farmdwellers community radio audiences in the 12 targeted towns and rural areas reached by the station, a chance to tell their own stories, engage radio programme panelists and have learned more about their rights and responsibilities.

Geographical Reach

Targeted work in Montagu, Op-die-Berg, De Doorns, Rawsonville, Bonnievale, Robertson, Ceres, Tulbagh, Wolseley, Ashton, Stofland/ De doorns, McGregor (12 of the station's 31 towns and areas reached)

Outcomes

- Over 50,000 farmworker & farmdweller radio listeners in the Valley fm coverage area have engaged with broadcast programmes, through outreach activities, where listeners have had a chance to tell their own stories, engage radio programme panelists and have learned more about their rights and responsibilities.
- Radio broadcast programmes have brought information to farmworkers and farmdwellers, supporting the efforts of government to educate about policies and legislation.
- The trained farmdweller community radio activists are working with Valley fm to reach outlying farm communities.
- A database of resource institutions and resource persons is offering farmdwellers and farmworkers recourse when their rights are violated through access to services from such resource organizations.
- The programme review group has strengthened partnerships between stakeholders and improved collaboration around farmworker and farmdweller rights.



Activities

Two outreach programmes per week across the 12 targeted areas on Valley fm's key slots: Kontras and Youth Journal.

Our Story of Change & Challenges

Valley *fm* is reaching listeners across three municipalities: Witzenberg, Langeberg and Breede Valley covering more than 3 000 farms. Valley *fm*'s is motivated to be part of this project to strengthen farm dwellers' understanding of their rights and to advance a culture of human rights in our communities. This report, accompanied by an edited version of the programme, documents a recent live broadcast from De Doorns, 10 July 2014.



The purpose of the De Doorns broadcast was to bring information to farm dwellers about issues that had been identified through interaction with NGOs and farm dweller communities. Topics discussed during the interviews:

- Early Childhood Development (ECD) initiatives in De Doorns and surrounding areas
- Youth empowerment
- The Payslip Campaign
- Saartjie Baartman Centre for Abused Women and Children
- Extension of Tenure Act (ESTA)

Live Broadcast: De Doorns

10 July 2014

Interview with Mr Mubelelo – Foundation for Community Work

Valley *fm* interviewed the coordinator – Mr Mubelelo - Early Childhood Development programme in De Doorns for FCW (The Foundation for Community Work). FCW is the implementation agency for the Toy Truck Programme funded by the National Development Agency (NDA).

FCW is active involvement in De Doorns since 2013. The NDA contracted FCW to use ECD as springboard for other community development initiatives, but for now the project in De Doorns is focusing on ECD. The Toy Truck Programme is assisting home-based mothers in Stofland, De Doorns, Orchard and outlying farms.

We also had an interview with Thuleka - one of the home-based caregivers that benefit from this programme. Thuleka told us more about her home-based ECD centre and explains the daily programme for kids.

Interviews with Chantelle Hendricks and Wilmarie Van Wyk - Lovelife

LoveLife is a national HIV prevention initiative for young people, combining information and education campaigns with community-level outreach and support programmes to promote healthy, HIV-free living among South African teens. We interviewed a representative of the Boland and Overberg area – Ms Chantelle Hendricks and Ms Wilmarie Van Wyk, a Ground breaker working in De Doorns. Ground breakers are young who benefit from the support and services that Lovelife provides that enable them to become leaders in their communities. Young people living on farms are marginalised and experience a range of challenges such as access to opportunities for further learning and skills

development; teenage pregnancies, abuse, substance abuse and gangsterism. Ground breakers work with these young people to support them in their quest to better their lives.

Interviews with Rodney van Rooyen and Dawid Mouwers – Payslip Campaign

Rodney Van Rooyen of the Middleburg Advice Office and a farm worker Dawid Mouwers are activists for farm dweller rights that initiated a special campaign – the Payslip Campaign - to create awareness among farm workers about their right to a payslip and the information that should be reflected on the payslip. In addition, the campaign wants to ensure that farm workers keep their payslips safe and file it as a record for future reference should the need to claim benefits and/ or query deductions should arise.

Interview with Dorothea Gertse – Saartjie Baartman Centre

Saartjie Baartman Centre provides services for women and children who experience domestic and sexual abuse. Dorothea Gertse explained the experiences women, the myths with regards to domestic violence and encouraged women to, despite many obstacles towards getting support from SAPS and others to get continue knocking on doors until they are heard and receive help.

Interview with Carmen Louw - Women on Farms

Women on Farms have programmes focusing on empowerment of women on farms. Carmen Louw from Women on Farms shed more light on Extension of Security of Tenure Act (ESTA). Currently there are farm dwellers facing evictions. There are misunderstandings as to how ESTA regulates victims and the criteria for legal evictions.



Conclusion

Valley *fm* is committed to enhancing the realisation of human rights, especially for marginalised communities such as farm dwellers through the content of our programmes and community outreach initiatives.

Local HRA Activity

These six projects had a wide range of self-defined activities awarded to organisations with a track record in human rights work in the Boland Area of the Western Cape. The contracted targets for direct beneficiary reach for the six projects is 16,500 individuals:

- **Workshops:** Constitutional Rights, BCEA, ESTA, OHSA, Labour Inspectors, H&S Inspectors, CCMA
- **Legal Advice & Assistance (Advice Offices):** Ongoing case handling and advice giving
 - **Door to Door Awareness Campaigns:** Farmworker Rights; Women and Children's Rights
 - **Roadshows:** Know your Rights
 - **Plays:** 'Jou Plaas, My Hart', 'Farmworker Renaissance'
 - **Peacebuilding & Conflict Resolution:** Specialised capacity development within rural and farm communities creating safe and trusted spaces to mediate differences
- **Information Sessions in town and on farms:** Farmworker rights
 - **Skills Development & Capacity Building:** Community Newspaper Writing & Photo Skills
 - **Media Products:** Pamphlets on Children's Rights; Community Newspaper
 - **Advocacy:** Farmworker Speak Outs; Sessions with the Dept of Labour on community problems
 - **Monitoring:** Gather evidence and information to improve support interventions

Surplus Peoples Project – Citrusdal Farmworker, Farmdweller & Migrants Forum (Project 5191)

Purpose

Die belange groepe se sosio-ekonomiese omstandighede verander

Geographical reach

- Moreesburg
- Piketberg
- Saron
- Porterville
- Citrusdal
- Clanwilliam
- Lambertsbaai
- Vredendal
- Wupperthal
- Wolseley



Outcomes

Plaaswerkers / bewoners en immigrante werkers en selfs buitelanders:

- is bewus van hul regte en oefen dit uit.
 - verstaan die faktore wat aanleiding gee tot hul onderdrukking (deur die staat, kommersiële boere, en ander met mag) en het strategieë om daarmee te deel.
- se kapasiteit is gebou en hulle neem hul eie stryde vorentoe

Activities

Activity 1: Inligtingstukke / Information Sessions

Activity 2: Toneelstuk / Play

Activity 3: Werkswinkel / Workshop on the BCEA, ESTA, OHSA, Labour Inspectors, H&S Inspectors, CCMA

Activity 4: Vaardigheids Ontwikkeling en kapasiteits bou / Skills Development & Capacity Building

Our Story of Change & Challenges

Play – Farmworker Renaissance: According to our minutes this was an activity planned since Andries Titus was working for SPP. There was a need for such an activity and the fact that we can play it now in Citrusdal, Vredendal and Wolseley is obvious a great opportunity. We had 3 planning meetings and 17 people (8 female, 6 male, 3 children), amongst them the majority was youth, took part in debating, discussing and analyzing the actual activities around the “script”. The 3rd planning meeting finalized the ideas around the “script” and after that we had 6 training sessions. All the training sessions was on the farm Korhaanshoogte and participants was offered a breakfast in the morning and lunch. During the Project, 4 people resigned or are no more interested; amongst them the very important white commercial farmer (a white person), a black person and others. The fact that we have a real white person playing as the commercial farmer and a real black person playing the role as the migrant worker was just making this play a wonderful scene to watch, but after their



resignation we were forced to make substitutions, but even after a long search, we did not find a real white commercial farmer again!

The first 2 training sessions was to combine the script with the characters, and to make sure that we have the right characters for the different roles. We built a police 'van' which will be used by the police on the stage to do arrests. The commercial farmer will drive his bakkie in



the rain on the stage. We spent a significant portion of the budget to build all the equipment which will be used by the actors. Most of the costumes like police uniforms are borrowed.

Information Sessions & Community Newspaper: Some of the Forum members (4 male, 3 female, 2 youths) formulated the main objectives of the Community Newspaper during the end of April 2014 at SPP office,

Citrusdal. The 2nd meeting was on May 27, 2014 at SPP

office, Citrusdal. SPP was represented by Pedro and the 8 page sample design was finalized. After the session with Pedro Melvin continued to work on the initial newspaper. He put the logo of the FSC at the right upper corner and news such as:

- a. Farm worker rights (a story about an eviction, intimidation)
- b. Our Stolen Land
- c. Woman Rights and the Youth
- d. Seeds of a freedom formation

Farm Workshop: We had a fieldtrip to the Vredendal/Lutsville farms (8 June 2014) and that particular Sunday afternoon after the workshop we distributed pamphlets, the newspaper etc. Jacobus Maarman from the farm Blydskap invited us to his house for coffee. After several attempts, we finally decided to join him. He has a beautiful face brick house, but no water inside, no electricity, no flush toilet and no nothing.

These activities (Play, Newspaper) in our Project are basically more difficult for us to master because it's completely new. We believe it's worth investing so much in the play because it's innovative, challenging; it brings laughter and makes people feel stronger in the reality of suffering and anger...

Challenges and lessons learned: "Our struggle is not against white people, but against everyone who oppress the poor", somehow this phrase of Nelson Mandela contextualizes our struggle as the issues reflects itself in our daily cause. Citrus



Forum is a very young Forum, but it's resourceful, because SPP is supporting the Forum with an office, communications, and transport costs to workshops and meetings. Except this, it's still a challenge for our members to work in the project on a volunteer basis and also



individuals commitment are not what we first expected, because they did not get payment (salaries/wages). It's also a challenge to bring all members to a good understanding, given the skills level and education of those who wish to work in the activities of our Project.

The fact that the white & black men resigned from the Play supports the above argument and basically takes us to the doorstep of the other version of looking of the rural poor and grass roots movement building, where the actual activities are driven by the needy people themselves. We asked ourselves: "How these new forms of peoples driven organizations should look like?" Activists, professionals and everyone who visits our workplace are proud and very positive about the future of the Play. It's very clear that the actual Play to come is not what's really the success, but the work to make it happen and to sustain the future for these kind of awareness raising and lobbying.

As the project coordinator, I worked planning and designing the things that we need on the plot/set of the play. During our work as a team, after a long working day, I discovered that 99% of the mechanical/electrical things what I designed and what we worked on was for the Police and the commercial farmer. All the machines engineered will be used against the poor farm workers/dwellers & migrants, and we can just visualize the vicious capitalist system with its modern 'Scientific Inventions' that we are fighting against!!



Sandveld Local Development Agency – Graafwater (Project 5158)

Purpose

To support, educate and equip farmworkers from different farming areas and towns in the Weskus Sandveld area, with tools to seek their own solutions to their problems through a human rights approach to problem solving.

Geographical Reach

- Graafwater
- Clanwilliam
- Citrusdal
- Lamberts Bay
- 5 farms: Leipoldville, Paleisheuwel, Middeltuyn, Klipfontein, Jakkalsvlei

Outcomes

Reaching around 1000 people, to raise awareness about farmworkers and farm dwellers rights:

- Educate about their rights and responsibilities as citizens of South Africa
- People are able to tackle their own problems and being in a position to creating their own solutions to their problems
- Strengthening relationships between relevant stakeholders involved - state , civil society organizations, farm owners and the farmworkers and dwellers .
- Intended interventions to make a positive change in the situations of the farmworkers and farm wellers

Activities

Activity 1: Human rights educational information distributed

Activity 2: Workshop on farmworker rights

Activity 3: Awareness raising on women and children's rights

Activity 4: Advocacy session with the Department of Labour

Our Story of Change & Challenges

Through the project actions we were able to reach 10 farms, 6 towns and approximately ±702 people in the Sandveld area spreading from Piketberg to Doornbaai. The project focussed on rights based educational awareness to farmworkers and dwellers, as well as women and children's rights awareness.

What really stands out in the Project is the Visits to the farms in the nights, the faces of the people enlightened, through all the hardships and struggles actually is there someone who are able to listen to their complains and that they can teach someone to the most valuable lesson. To learn was the interaction and friendship that we developed with the rural farming communities. Over 15 volunteers helped at different stages of the project. Through our Intervention we found that there is still lots of challenges out there for farmworkers and dwellers. Problems such as the living conditions on some farms, are not up to standard and that there can still be working on a better working relationship between the employers and employees as emphasized by the organization SALDA throughout the project.





One of the highlights throughout the project was according to us, a model operating farm in our area where the people was eager to tell us that they have no work related problems or issues, which was wonderful to us as we can learn that it is possible if relations are restored that we can work together.

With the Interaction we distributed information materials as well as we ran surveys, took notes, cases and took photos. We educated people about their rights and responsibilities, handled all other social aspects such as the children, elderly persons and all the people in households got ID's and if they are on the All Pay system as well as social and health issues.

We have achieved significant progress in bringing services and information to the rural farming communities, through the Foundation for Human Rights Project. The community is now able through the interventions to access services and support. We have managed to partner and work together with 12 community based organizations / institutions within the scope of the project.



From our side the actions and interactions was needed and much appreciated by the communities of the Sandveld area, but the challenge is to keep up with the good work and to follow-up on the situations.

Women on Farms Project (Project 5159)

Purpose

To strengthen women's self-organising through awareness and knowledge of their rights, especially their labour rights and tenure rights.

Geographical Reach

- Rawsonville and Worcester
- Klapmuts and Stellenbosch
- Paarl and Wellington
- Ceres and Wolesley

- Grabouw and Villiersdorp

Outcomes

Around 6,500 women's awareness and knowledge of their rights, especially their labour rights and tenure rights, is enhanced and women are meeting regularly:

- Women are enabled to assert their rights, especially their labour and tenure rights
- Women know what resources are available in their areas to address/assist with human rights abuses, especially those pertaining to labour and tenure rights
- Women's labour rights groups in various communities are strengthened and supported

Activities

Activity 1: Design, print and distribute 10 pamphlets

Activity 2: Deliver 5 workshops on key human rights issues facing women farm workers

Activity 3: Monitor information gathering to improve support interventions

Our Story of Change & Challenges

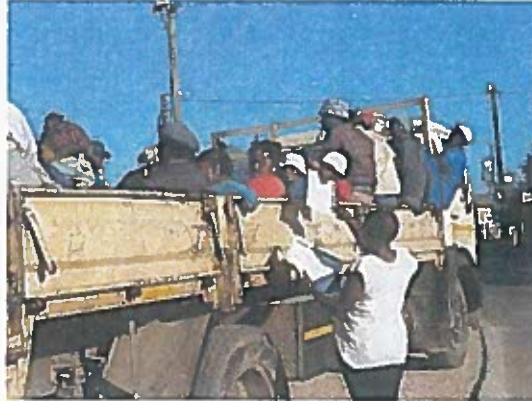
Farm workers who have little knowledge of their basic and labour rights and are exposed to violations and exploitative practices. This labour rights training programme trains farm women with regards to minimum legal labour standards. Through this programme farmwomen have been equipped to know their basic rights, assist others, organise collectively, challenge farmers (employers) and access institutional assistance. The training is done by means of training workshops, local level information sharing and distribution of pamphlets. Five training workshops were planned for this FHR farmworker support programme. Four of which were completed by the end of August 2014. The four workshops covered the following areas:

1. Employment contract – written particulars, changes to conditions of employment, recourse, labour link to tenure security.
2. Working hours, rest and meal times, overtime, leave, non-compliance and recourse
3. Payslip requirements, minimum wage, deductions and exemptions
4. Disciplinary procedures, dismissals and CCMA referrals.

Between 40 and 50 women attended the workshop at a time. Five thousand pamphlets were prepared for distribution. Linda Norman attended all the trainings and she had the following story to share.

My name is Linda Norman from Wolesley. I am a seasonal worker. I am part of WFP's Labour Rights Structure in my area. I attend all the trainings provided by WFP. I learned a lot from the training and became a stronger person. I could never negotiate with the farmer, I never knew how to deal with evictions but now I can. I am also able to address other people who are in authority positions such as school principles.

During season time I February. During off my daughter or All Pay contractor from Paarl, me. He called and asked to work on a farm in told me they will get R1, day. Once we started paid R1,10 per bag and less than a day's



work from October to season time I rely on money. In April 2014 a Ian Kenny, approached if I can organise people Citrusdal. He 70 per bag or R120 per working, we were only the total amount was minimum wage.

Because of my training I knew we had to get at least the minimum wage a day. I confronted him and told him there is no such thing as piece work. People worked themselves to death and they don't earn a day's wages. The workers also said that their wages was not in an envelope and they did not receive payslips. I told them they are entitled to a payslip that indicates their earnings and all deductions. There were no UIF deductions and safety rules were not explained. We slept in containers. The containers were wet and open which allowed for a lot of wind to come through.

Because of the trainings I was able to convey all the relevant information to my fellow workers. Before the trainings I never knew the things that an employer had to comply with, and just accepted whatever he paid, or did. After I explained all the things that the employer had to comply with one of the workers managed to go to the CMMA, but came back saying the CCMA can't help. I called WFP and explained our challenges and the fact that the CCMA can't assist us. WFP linked me up with a partner organisation who works in the area. Petrus from the Citrusdal Farmworkers forum contacted me and came out to the farm. When the contractor heard that we were knew our rights and received advice and assistance from WFP and the Citrusdal Forum he terminated his contract on the farm. He rounded up some of the workers and took them back to their homes.

I remained there and negotiated with another farmer for better salaries for the remaining workers. They moved to a different farm and received their wages through the bank and were given payslips.

The Citrusdal Farmworkers Forum also contacted the Dept of Labour who sent a labour inspector from Cape Town. He inspected the container and said it does not meet the standards for decent living conditions. He also investigated the contractor and the wages that he paid. The matter is not finalised yet. The inspector called me recently to say that they are still following up on the matter. The contractor did not keep proper records of the workers; he did not pay UIF and was not properly registered. The investigation is being delayed because of his incomplete paper work. The inspector assured me they will conclude the matter and all outstanding moneys will be paid to those who worked for him. It feels

good to be able to assist others. Through my actions the other workers can see that I have power and they agreed to unite and oppose unfair treatment.

During our trainings we also do activities that focus on us and about how women feel. We can share the challenges that we experience at home and can celebrate our achievements. This encourages us to care for one another and creates a sisterhood that is more than just knowing about our rights.

Witzenberg Rural Development Centre - Ceres (Project 5161)

Purpose

To build capacity amongst farm workers in the Witzenberg area through a Speak Out Project, so that farm workers can respond to the crises on the farms. Door-to-door awareness raising, distributing information pamphlets and capacity building workshops cluster farmworkers, education about how to go about claiming rights. The clustering assists the groupings to assist other farmworkers with challenges on various farms and to get better organized.

Geographical Reach

- Ceres
- Witzenberg
- Koue and Warm Bokkeveld
- Bo-Swaarmoed

Outcomes

Reaching around 1000 people, the Speak Out Project will:

- Develop a pamphlet that can act as a resource tool for farm workers as well as the rural community
- Raise maximum awareness of farmworkers about their rights via door-door campaigns distributing Human Rights pamphlets
- Capacitate identified farm workers that can act as mobile advisory resources centres
- Educate farmworkers on their rights and what they can do about it if violated
- Strengthen the relationship with local government and the organization
- Discuss and debate building organization with the farmworker sector in the Witzenberg region

Activities

Activity 1: Legal advice and assistance

Activity 2: Workshops on farmworker rights

Activity 3: Farmworker Speak Outs

Activity 4: Information pamphlets Door-to-Door campaign

Activity 5: Know Your rights roadshows

Our Story of Change & Challenges

LEGAL ADVICE AND ASSISTANCE

DE VLAKTE FARM

On the 12 of May 2014 the life of Hermanus Thomas and his family drastically change for himself and his family. On that day Hermanus and his family has been forcible remove from the farm, De Vlake without a court order. His belongings has just been dumped on the backyard of his brother in the informal settlement in Prince Alfred Hamlet. His 16 year daughter Hermanus had to leave behind as they did not wanted to disturb her learning as they were not sure about schools and what the process will be. Immediately we took Hermanus to lay a criminal charge against the farm owner and were we shocked how the police handled the matter. We made contact with Department Rural Development & Land Reform and until recently there were no response. After 20 years of service, Hermanus only received R724.50 as a package but only if they empty the house. Matter is still pending.



BREWISWIL FARM

Nicolaas Ockhuis from Brewiswil visited our office in July 2014 to seek advice and support. He had been working on the farm as a water man, assisting with water pipe's on the farm. While working on the farm he got injured and did the employer never gave any attention to the injury. While consulting with Nicolaas it came under our attention that Nicolaas and his family are living in very harsh conditions and that his children cannot visit himself and his wife.

The office immediately went out to farm to look at the housing conditions and simultaneously set up a meeting with the employer. It was unacceptable to see the house Nicolaas and his wife are living and we demanded alternative housing immediately. Within 5 working days Nicolaas and his wife have been reallocated to a better house. The injury on duty matter are still pending.



LAASTEDRIF FARM – FRANS VAN WYK

One of the rich farmers in our area, Mr Rossouw Cillie laid a drunk and drive case against a farmworker, Frans Van Wyk. Oom Frans has been driving on the gravel road of the farm, Rossouw and his son followed him to his house, pulled oom Frans out of the car and slammed him on his chest. Rossouw then took a rope, threw oom Frans on his double cab bakkie and tied his wrist to the bakkie. He then drove with oom Frans to the dam and again assaulted him and waited for the police to come. The police took oom Frans to the hospital where nothing happened and from there to the cells at the SADP office in Ceres until the Monday morning. When oom Frans came to our office we immediately assisted the oom Frans to open up an assault case against the farmer, Rossouw Cillie. Oom Frans has also been dismissed unfairly and have the matter been referred to the CCMA whereby a settlement of R1300.00 was paid out to Oom Frans. With all the support we provided to oom Frans the criminal case against him was thrown out by the court. With great shock he had to find out that he assault case against Rossouw Cillie was thrown out by the prosecutor. Matter pending as we believe the prosecutor was bias towards the farmer.

LACK OF SOCIO ECONOMIC RIGHTS IN THE WITZENBERG

The following 3 farms came under our attention:

Die Bossie Farm; Mendoza Farm; Daytona Stud Farm

EVICITION MATTERS

Witzenberg Rural Development Centre are currently in discussion with Witzenberg Municipality about families facing evictions. They include:

- Koelfontein Farming : 7 people affected
- De Rust Farming : 11 people affected
- Morceaux Farm - Legal Evictions : 2 Families being affected

In the absence of an emerging housing plan for farmworkers we strategically put pressure on the municipality to discuss serviced land for families being evicted. After our discussion with the Witzenberg municipality we were requested to facilitate monthly consultative meeting with them and other important role-players.

ACTIVITY 2: CAPACITY BUILDING WORKSHOPS

Witzenberg Rural Development Centre has been in a fortunate position to organize 3 capacity building workshops with a focus on the following:

Date of Session	Topic Covered	Participants
27 May 2014	Labour Law	23 Participants
31 May 2014	Esta Law	32 Participants
21 June 2014	Maintenance Bills, Grants and Housing Assemble	34 Participants

HOUSING ASSEMBLY

Of our engagement with farmworkers and other working class communities, the crisis around housing and the lack thereof was highlighted. We decided to join the Housing Assembly / ILRIG SA to support WRDC with training and building grassroots organization.



We have been in a fortunate position to organize the following activities:

- Information Table – Pamphlet distribution in Tulbagh
- Understanding the World Workshop
- Study group around Housing
- Play “Jou Plaas My Hart” performed in Ceres and Op-die-Berg

Centre for Rural Legal Studies - Stellenbosch (Project 5162)

Purpose

To assist farming communities to apply conflict management techniques as a mechanism to manage social diversity in a sustainable, confidence-inspiring and constructive manner.

Geographical Reach

- Grabouw
- Villiersdorp
- Swellendam
- Barrydale
- Gansbaai

Outcomes

Building trust through social dialogue involving around 300 people across 4 areas of the Boland, communities will:

- Seek alternative conflict resolution mechanisms to settling differences through understanding and building peace.
- Have safe and trusted spaces (peace tables) within communities where differences can be mediated, solutions can be reached through a win-win approach.
- Develop specialised capacity within rural and farm communities for effectively resolving community disputes.
- Have local people based within communities leading and facilitating dispute resolution mechanism, empowered through knowledge and skills to effectively resolve differences and disputes.
- Facilitate change within community-based organisations/structures (CBO's, NGOs, Churches, Youth groups, worker organisation, etc) where community activators are located. To ensure that their change is held, sustained and institutionalised.
- Have community mediation and peace building processes integrated in community social relations.

Activities

Activity 1: Develop Specialised capacity within rural and farm communities for effectively resolving community disputes.

Activity 2: Creating safe and trusted spaces within communities to mediate differences.

Our Story of Change & Challenges

Swellendam is located in the Overberg region of the Western Cape, an area surrounded by a beautiful mountain range and an atmosphere filled and fresh air. In the midst of the refreshing air lurks a potent cloud of racial discrimination, inequality, abject poverty and, hatred. The lack of sustainable development is seen as being at the heart. The little development taking place is always described as being skewed towards racial lines and political affiliations – it's about who is in charge. At a previous occasion in 2011 a service delivery protest drastically changed



into a racist and xenophobic protest where White people were randomly attacked and African foreigner's shops were looted.



On 14 August 2014 a group of 20 foreign (African) business community and local business owners gathered at a Church Hall for a joint dialogue session. This was a four-hour evening session attended by 5 women and 15 men – no women from the foreign National. Most accepted the invitation, but minutes before the start of the session the majority of foreigners withdrew and did not pitch. The few who

attended indicated that they were very scared to attend because of previous incidents of violence. They ventured to come because they had some degree of trust on the conveners and knew some of them personally, otherwise they would never have ventured. Those who stayed away either did not know or trust the conveners or they were new in the community. One could sense the fear – they were very quiet and reserved at the beginning of session. You could clearly see the discomfort of being in the hall with the locals. This was the first time ever that they had a one-on-one meeting with locals to raise and discuss their concerns. They did not trust the locals, although the locals tried their utmost to be friendly and welcoming.

Michael who is part a group of foreigner business community originates from Senegal. He fled his country in the early 90's. He said he travelled through various countries destined for South Africa in pursuit of peace and prosperity. In 1997 he landed in Swellendam, through sheer chance, and with the little money he had, became a street vendor selling mostly clothing. Within two years he negotiated his way up and leased a small space in the middle of town where he ran his business. He met a local woman, an activist and a development worker in one of the local CBO's. They have two



children together. Interestingly, Michael said that he decided to stay aloof from the friends and family of his local girlfriend in fear of rejection despite the position his girlfriend occupies within the community. He feels that he doesn't "fit in". He insisted that this is a general problem amongst them as foreigners because they do not acquaint themselves with the cultural practices and traditions and, as a consequence remain on the fringes of these communities. The two communities scantily communicate and do not understand each other, resulting in myths and fears of the 'other'... A key question posed was: *"But why do you locals attack us when you say you fighting the Whites – we are black like you?"* *"Because you have money, you are rich like them"* was a response.



Intense discussions ensued and resulted in both the foreigners and the locals lamenting the high rate of crime and the ineffectiveness of law enforcement. A clear demonstrated of prevailing distrust of the rule of law in the community. This common issue paved the way for them to together speak and seek means to tackle this. This encouraged the foreigners, for the first time, to put their fears aside. They also resolved to establish their own structures that could in turn be the

Approach to this training

The Universal Declaration of Human Rights, the Constitution of the Republic of South Africa Act 108 of 1996 and various international and domestic legal instruments, provide the framework for this human rights training course.

The focus of this course is on popular paralegal training. It is based on the needs identified in consultation with various partners and stakeholders in government, civil society and the trade union movement. The training is designed for non-governmental organisations advice offices, community support organisations and human rights educators.

The vision of human rights and our understanding of human rights education are reflected in our work. The training course centers on the knowledge, skills, values, attitudes and behaviors needed for participants to understand and defend human rights. It incorporates the following sequence of learning within each of the themes: sensitization or background to the issue, knowing the law, where to go, and tackling obstacles.



The course model adopted is based on principles of adult experiential learning, with the underlying belief that the purpose of popular education should be social change, that people learn through their own experiences, most especially when they are actively part of the process of social change. This means that it is an experiencebased model where participants commit themselves to engage in process of learning and social

change. The emphasis of the learning is on practical application and the development of human rights strategies and tactics for future intervention. (Picture inset: Caledon Course Group – Block 1 with course designer-facilitators Ashraf Mahomed and Ratula Beukman, and Bheki Mbonani DOJ&CD.

The training course is designed in a way that allows much of the content to come from the participants themselves. The course serves as a framework to guide participants. Participants bring their knowledge, experience, expertise and skills to the training course, while the facilitators provide the additional (note to drafters – otherwise the impression is that participants are incapable of theoretical inputs) inputs. The coming together of these ingredients creates fertile ground for participant engagement, empowerment, learning and social change. Consequently, it rests on the shoulders of participants to become effective agents of social justice and change.

All participants receive a 170 page file, the SA Constitution, Human Rights Acts pocket book, plus a set of 6 Juta Pocket Statutes (Domestic Violence Act & Regulations; Land & Tenure Acts & Commentary; Labour Relations Act; Basic Conditions of Employment Act; Understanding the CCMA Rules & Procedure; Promotion of Equality & Prevention of Unfair Discrimination Act (including PAIA & PAJA); Succession Law). The pilot course curriculum appears below.

Assignment topics are offered on the closing day of Block 1. Delegates are required to work in pairs or teams to sketch the assignment that they will undertake. They are required to complete the assignment between the block and to present it to the class in the first session of the second

block. Collaborative work is encouraged, as is work that is directly relevant to the current needs of delegates' organisations.

Curriculum of the Popular Paralegal Pilot Course

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Demographic reach of the course

In terms of geographic representivity and spread, the following **25 towns** have organisational delegates participating in the courses.

- **13 towns were represented in the Malmesbury course:** Abbotsdale, Ceres, Citrusdal, Darling, Doringbaai, Kalbaskraal, Malmesbury, Morreesburg, Paarl, Piketberg, Porteville, Saron, Sandveld-Graafwater.
- **12 towns were represented in the Caledon course:** Botrivier; Caledon; De Doorns; Grabouw; Gansbaai; Heidelberg; Montagu; Riviersonderend; Robertson; Swellendam; Theewaterskloof; Worcester.

Malmesbury Area Course	Caledon Area Course
1. Abbotsdale Community Development Forum	1. Botrivier Advice Office
2. BAWUSA Bawsi Agricultural Workers Union South Africa	2. Commercial Stevedoring Agricultural and Allied Workers Union (CSAAWU) - Robertson
3. Bathesda Ministry	3. Community Advocacy Rural Empowerment (CARE)
4. Citrusdal Farmworker, Farmdweller & Migrants Forum	4. Gansbaai Advice Office
5. Doringbaai Multi Purpose Resource Centre	5. Genadendal Legal Information Desk (GLID)
6. Kalbaskraal Community Forum	6. Heidelberg Advies Kantoor
7. Movement for Rural Development	7. His Way Ministries Community Centre Grabouw
8. Malmesbury Town Council	8. Human Rights & Development Centre (Gansbaai)
9. Plaas werkers Suid-Afrika	9. Mawubuye – Robertson
10. Paarl Advice Office	10. Overberg Empowerment and Development Centre
11. Porteville Advice Office	11. Passop
12. Progressive Women's Movement of South Africa (Chatsworth – Malmesbury)	12. Rural Legal Development Centre - Robertson
13. Rural Development Project (Malmesbury)	13. Swellendam Advice and Development Centre
14. Sandveld Local Development Agency (SALDA)	14. Theewaterskloof Community Empowerment Centre
15. Saron Community Advice Office	
16. The Ezekiel 36 Foundation	
17. United Commuters Voice	
18. Witzenberg Rural Development Centre	

Visit by the Deputy Minister of Justice & Constitutional Development

29 Oktober 2014

• JUSTISIE BIED KURSUS AAN Mense leer hul regte ken



Bo: 'n Groep studente by die kursus van die Stigting vir Menseregte en die Departement Justisie, wat op Malmesbury aangebied is.

Regs: Sarah Fabie doen 'n voorlegging oor vroeë regte.



Die noodsaak van programme om mense in te lig en meer bewus te maak van hul grondwetlike regte en om menseregte te bevorder, was een van die redes vir 'n onlangse opleidingskursus op Malmesbury.

Die opleiding is deur die Stigting vir Menseregte en die Departement Justisie aangebied en was 'n uitvloeisel van die 2012/2013 plaaswerkersstaking by De Doorns.

John Jeffery, Minister of van Justisie, het die gepraat en verduidelik dat dit deel is van 'n program wat 'n oplossing te vind vir die arbeidsgeskille op plase, om ander arbeidsgeskille te besleg, om beter lewensomstandighede vir plaaswerkers te bekom en om armoede te help verlig.

"Daar is onvoldoende toegang tot reg, veral vir landelike- en arm gemeenskappe in die Boland-areas. Onregmatige uitsettings vind steeds plaas en toegang tot regverteenwoordiging en regdienste is onvoldoende.

dienste en omsien na plaaswerkers en hul gesinne. Suidke boere stel 'n voorbeeld vir ander."

Tussen Maart en September vanjaar is 41 dorpe en omliggende gebiede besoek deur die Stigting vir Menseregte en die Departement. Hieronder is plaaslike gebiede soos Abbotssdale, Chatsworth, Kalbaskraal, Malmesbury, Darling, Moornesburg, Piketberg, Porterville en Saron besoek. Verder weg: Botmwer, Ceres, Caledon-Citrusdal, De Doorns, Doringbaai, Grabouw, Gansbaai, Montagu, Paarl, Robertson, Swellendam, en Worcester.

Die projek het 650 000 begunstigdes bereik deur gemeenskapsradio en die opvoer van drie teaterstukke. 'n Kort kursus is op Malmesbury en Caledon aangebied om nie-regeringsorganisasies en gemeenskapsorganisasies, aktriste en gemeenskapsadviespersoneel toe te rus. Mense is ingelig oor hul regte en ook waar hulle hul griewe kan lig en eise kan stel.

Verskeie kursusgangers het kwessies aan die

A highlight of the very last event of this project, the final block of the Malmesbury Popular Paralegal course was a visit by the Deputy Minister of Justice & Constitutional Development, Honourable John Jeffery, on Wednesday 22 October 2014. While the Caledon group had completed their course the previous week, they eagerly boarded taxis and headed for Malmesbury to join the other course group in this celebration.

A DOJ&CD Western Cape Region delegation also attended, led by Adv Hishaam Mohammed, Regional Head.

FHR's Deputy Director, Mr Hanif Vally chaired the proceedings and there was significant TV, community radio and newspaper coverage of the event. The Deputy Minister stayed for the morning and after a round of speeches reflecting on progress and challenges around farmworker rights, course participants presented their group assignments that highlighted their collaborative work and their commitments to sustained rights activism.

This brought the course and the set of projects to

conclusion on a high note.

Conclusion

As a targeted FHR-DOJ&CD response, to the Western Cape Farmworkers Strike of late 2012 to early 2013, the demographic and content range and depth of this R2,5 million project that has been active over an 8 month period, has contributed in a small but concerted way to improving Human Rights Awareness in the wider Boland Area of the Western Cape.

Forty one towns have been reached, and over 16,500 individuals have benefitted directly from human rights awareness activity that may have been a training workshop on issues such as the law on evictions or farmworker sectoral determination or restorative justice for young offenders, or an educational play, or door to door rights awareness including pamphlet distribution. Through community radio and the flighting of one of the three plays on Cape TV, the reach has extended to around 650,000 beneficiaries.

Moving forward, FHR's 2014-2017 programme 'Socio Economic Justice for All (SEJA)' has a dedicated component to continue targeted and responsive interventions such as this

Boland initiative, in addition to continued grant making for farmworker and farmdweller rights promotion and realisation activity.

7. FHR COMMISSIONERS OF OATH TRAINING REPORT



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HUMAN RIGHTS**

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A just society for all

Programme Report

Programme title:	Customised Capacity Building – Strengthening Advice office Sector through Commissioner of Oaths Training
Key performance indicator:	6.2.3
Project number:	Call: 397 Project#: <u>6115</u>
Report date:	15 March 2016
Author:	Seehaam Samaai

Submitted by: Seehaam Samaai

Name

Signature

23 March 2016

Date

Approved by:

Yasmin Sooka

Name

Signature

23 March 2016

Date

Foundation for Human Rights, NPC, (Registration No. 195/08044/08)

Supervisory Board: Ms Thoko Mpumtswana (Chairperson), Judge Siraj Dhesai (Deputy Chairperson), Judge Jody Kollagen (Treasurer), Ms Louise Asmal, Adv Dumisa Ntsebeza SC, Judge James Yekiso, Prof Errol Hotland, Ms Shirley Mabusela, Ms Zibusiso Kganyago. Executive Director: Ms Yasmin Sooka

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1 Programme description

Cross-Programme Customised Capacity Building – Strengthening Advice office Sector through Commissioner of Oaths Training

1.1 Objectives

- Secure the long-term sustainability of CSOs in the human rights sector;
- Strengthen the capacity of CSOs and citizens to participate fully in human rights realization activity;
- Capacity building interventions to build and strengthen active citizenry;
- Capacitating advice offices/paralegals to link with Justice Services (under KRA 3.3);
- Assessment of the number of applications as Commissioner of Oaths;

1.2 Rationale

The project locates its implementation within the Socio-Economic Justice for All Programme (SEJA) of the Foundation for Human Rights. KRA 6.2 specifically deals with capacity building interventions to build and strengthen active citizenry who engages with government in dialogue which impacts on laws, policies and implementation strategies.

SEJA will also for the purpose of this result area draw on the UNDP's definition of "capacity development" which calls for an understanding of the obstacles that inhibit people, governments, international organizations and non-governmental organizations from realizing their developmental goals while enhancing the abilities that will allow them to achieve measurable and sustainable results. UNDP defines capacity building as a long-term continual process of development that involves all stakeholders; including ministries, local authorities, non-governmental organizations, professionals, community members, academics and more.

One of the capacity building programme under KRA 6 is the **Cross-Programme Customized Capacity Building Programme** for identified CSOs with a specific focus on the development of community based advice offices.

The Cross-Programme Customized Capacity Building Programme supports other programmes through capacity building activities and strategies which will involve a systematic process that utilizes different customized per interventions tailored to the needs of the intervention. Support can be provided through mapping / surveys / participatory research, thematic Dialogues, refining Education Materials refining, skills development etc. The capacity building allows the CSO to further enhance its own organisational capacity which will strengthen the outputs of other programmes. It will also ensure the sustainability of the organisation and the programme within the Sector and the community.



Community based advice offices have been identified for further strengthening through capacity building programmes which support existing interventions.

KRA 3.3 supports the integration of paralegal and/or advice offices with justice service delivery points so as to promote community access to the court and justice system.

The capacity building programme will provide training to identified paralegals and/or community based activists (who have or are currently being supported by FHR) on how to apply and become Commissioners of Oaths in terms of the Justices of the Peace and Commissioners of oaths Act of 1963.

2 Programme design

2.1 Introduction

The main purpose of this programme is to conduct a comprehensive Commissioner of Oaths training programme to strengthen "meaningful and effective participation" at a local / community level and to give support to JCPS departments through the provision of Commissioner of Oath Services.

The project to be implemented over a three phase process as follows:

The *first phase* will involve the identification and training of participants who qualify in terms of the Commissioner of Oaths Act to apply to become a commissioner of oaths in terms of Section 5 of the Act.

Second phase will involve the completion and submission of the application of successful participants who attended the Course to the respective Justice Regional offices.

Third phase will involve the linking of the paralegal to a justice service point (to KRA 3.3)

2.2 Modality

Internal FHR own projects that include closed Calls for Expression of Interest and service contracts to commission appropriate expertise

2.3 Programme Description

First phase: Design and Implementation of a Pilot Training Course

The first phase includes the design and implementation of a commissioner of Oaths training programme. The training programme will highlight the role of COOs in making the administration of justice more accessible, lay down procedures which have to be followed in the administration of an oath or affirmation, procedures relating to the taking of a solemn or attested declaration and the rules and regulations relating to the certification of documents.

Paralegals will have to be identified within existing programmes and approximately 10/20 participants to be identified in two /three provinces.

Regional Heads of the respective provinces to be advised of the 1 day programme which includes the completion of the application.

Second Phase: Application as COO

Successful participants to apply in terms of Section 5 of the Act to become a Commissioner of Oaths.

The Minister of Justice or any official with the rank of a Director, or an equivalent or higher rank, delegated thereto in writing by the Minister may appoint any person as a Commissioner of oaths an area fixed by the Minister or his delegated authority.

Successful applicants to be assisted with the purchasing of a COO stamp.

Third Phase: Linking to Justice Service Points

Regional Heads to be requested to introduce the successful COOs to SAPS police stations within their jurisdiction and/or other service points where support can be given.

2.4 About the Course

The aim of the course is to provide a comprehensive introduction to the theory and practice of socio-economic justice. The Course to be designed as a 1 (one) day comprehensive introduction course on the rules, regulations and responsibilities of a Commissioner of Oaths and how to apply to become a COO. The course must be designed for community based activists, organizations, advice offices, care givers supporting and promoting access to justice within marginalized communities and promoting the interests of vulnerable groups.

2.5 Anticipated achievements

- *Capacity building interventions to build and strengthen active citizenry through collaborative activity with the Justice Crime Prevention Cluster departments*
- Community based paralegals successfully trained and appointed as Commissioners of Oaths;
- COO services within community and support can be given to Justice Crime Prevention departments in respect of COO services. Example SAPS can be assisted.

3 Implementation plan

1	Design Programme (with a focus on capacitating advice office to linking them to Justice Services)	Programme Manager (PM)	30 November 2015
2	Research and Develop Training Materials	PM	30 December 2015
3	Identify paralegals within the Community Based Advice office Sector	PM	15 December 2015
4	Selection of advice offices /community based paralegals;	PM	15 December 2015
5	Arrange & finalise training schedule	PM & PM of Advice offices	15 December 2016
6	Facilitate Training in terms of training schedule	PM & PM of Advice offices	
6.1	Gauteng, Northwest, Limpopo and Mpumalanga & Free State	PM & PM of Advice offices	25 February 2016
6.2	Cape Town	PM & PM of Advice offices	10 March 2016
6.3	KZN	PM & PM of Advice offices	24 March 2016
6.4	Eastern Cape	PM & PM of Advice offices	23 March 2016
6.5	Northern Cape	PM & PM of Advice offices	29 March 2016
7.	Evaluation and Assessment on the number of Applications (2 months after training)	PM & PO	

4 Achievements & Progress report

4.1 Design of Programme

Programme was designed. See report submitted 31 December 2016.

4.2 Researched and Developed Training Materials

Training Manual was developed. See attached.

4.3 Identified Community Based Paralegals

The following organisations were selected and identified for the training. Each organisation had to delegate two persons to attend the training.

4.3.1 Gauteng /Limpopo Organisations

- ❖ Etwatwa
- ❖ Etuka
- ❖ Centre for research

4.3.2 Northwest

- ❖ Ukuthula

4.3.3 Free State

- ❖ Henneman

4.3.4 Mpumalanga

- ❖ Bloodriver
- ❖ Manthata
- ❖ Ditenteng
- ❖ Mankweng
- ❖ Mesina
- ❖ Mamadi
- ❖ Ga Ba Mothibi
- ❖ Opret

4.3.5 KZN

- ❖ Clermont Community Resource Centre
- ❖ Greater Molweni Community Resource Centre
- ❖ Plessislaer Community Advice and Support Centre
- ❖ CCJD
- ❖ CLRDC

4.3.6 Western Cape

- ❖ Heideveld District Advice Office
- ❖ Langa Community Advice Services
- ❖ Sandveld Local Development
- ❖ Citrus Advice Office
- ❖ Step Up Association
- ❖ Witzenberg Rural Development Centre

4.3.7 Eastern Cape

TBA

4.3.8 Northern Cape

- ❖ LHR
- ❖ Bopanang
- ❖ Neighbour help Neighbour
- ❖ Age in Action
- ❖ Upington Police Forum
- ❖ Lovellife Trust Hopetown
- ❖ Diocese Aids Ministry
- ❖ South African Police Service (Upington)
- ❖ Surplus People Project
- ❖ Rooiwal/ Vloosdrift Farmworkers Forum
- ❖ Hantam Emerging Farmers Association (REFA)

5. Selection of advice offices and training schedule

The organizations selected were advice offices identified under KRA 3 and they are existing grantees (advice offices) who required governance and organizational training.

The organizations were placed in three provincial clusters as listed below.

Northern Cape had a few organizations and it was agreed to provide selected targeted training to advice offices identified under the Northern Cape Farmworker Paralegal Training Programme (KRA 6.2.4)

Cluster 01	Cluster 02 /4	Cluster 03
Dates : 24 - 25 February 2016	9 - 10 March 2016 & 29 March	23 - 24 March 2016
Gauteng: Free State, Mpumalanga, Limpopo and North West	Western Cape 6 Advice Offices identified were identified.	Eastern Cape and Kwa - Zulu Natal
16 Advice Offices were identified in total	Northern Cape 25 Organisations were identified	16 Advice Offices were identified

6. Facilitation of training & Sources of Verification



a. Cluster 1 - 25 February 2016 (Gauteng, Limpopo, Mpumalanga, Free State, Northwest)

32 paralegals attended the training. See attached registered

b. Cluster 2 - 10 March 2016 (Cape Town)

12 paralegals attended. See attached registered

c. Cluster 3 - 29 March 2016 (Northern Cape)

The NORTHERN CAPE will be conducted on the 29 March 2016 as part of the Farmworker Popular Paralegal Training. 50 paralegals will be trained from 25 organisations.

d. Cluster 4 - 6 April 2016 (Eastern Cape)

20 paralegals will be trained in the Eastern Cape on the will trained on the 6 April 2016

e. Cluster 5 - 19 April 2016 (Kwa Zulu Natal)

30 paralegals from 15 Advice offices will be trained.

The Cluster 4 & 5 Area (KZN and EASTERN CAPE) must be completed in April 2017.

Phase two of the Programme will be implemented 2/3 months after the training has been completed to assess and evaluate if advice offices applied to become Commissioner of Oaths and the number of successful applications.

8. SCHOOL ANTI- RACISM PROJECT



basic education

Department:
Basic Education
REPUBLIC OF SOUTH AFRICA



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

Social Cohesion, Equity and Anti xenophobia in Schools

Sarah Motha: Vulnerable Groups

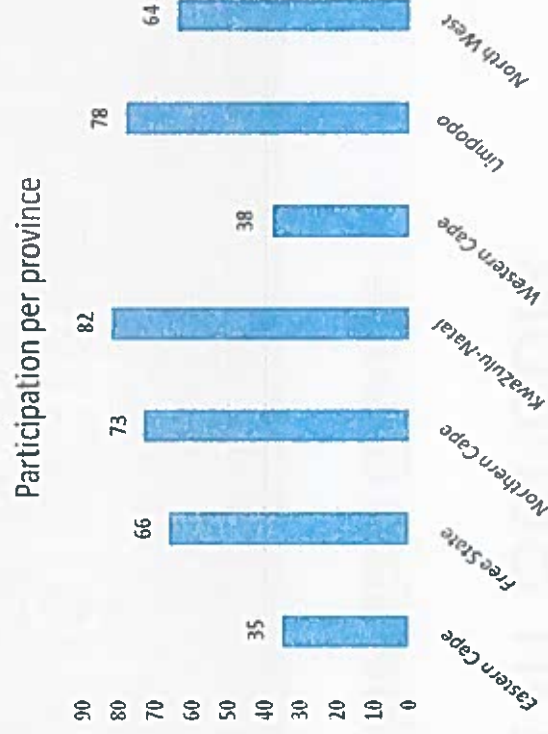
A just society for all



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Background

- FHR, the Department of Basic Education (DBE) the Department of Justice (DoJ) responded to the 2015 xenophobic attacks by piloting “Dialogues: on Xenophobia and Related Intolerances” by hosting 14 Interprovincial dialogues with schools (see provincial spread on adjacent slide)



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Demographics

- Learners were diverse, from different African countries, 'ethnic' groups, and different languages.
- Ages ranged from 12 years to 18 years.



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Curricular content

1. HIV/AIDS: THE RIGHTS OF LEARNERS AND EDUCATORS
2. SEXUAL VIOLENCE: THE RIGHTS OF LEARNERS AND EDUCATORS
3. EDUCATOR RIGHTS OF REFUGEES, ASYLUM SEEKERS AND MIGRANTS
4. LANGUAGE RIGHTS AND SCHOOLS
5. RACISM AND SCHOOLS
6. DISABILITY: THE RIGHTS OF LEARNERS
7. SCHOOL GOVERNANCE: BOARDS, RULES AND RESPONSIBILITIES
8. THE GOVERNMENT'S OBLIGATIONS TO REFUGEES
9. AFRICAN POLICY: FROM POLICY TO PRACTICE
10. THE RIGHTS OF ASYLUM SEEKERS
11. CONSTITUTIONAL PROTECTION AND BEST PRACTICE: THE RIGHTS OF LEARNERS
12. EARLY CHILDHOOD DEVELOPMENT AND EDUCATION RIGHTS
13. THE RIGHTS OF EDUCATION: PROTECTION FROM DISCRIMINATION

The booklet is dedicated to all those young people from other lands who seek refuge in our country, who request our understanding, comfort and sympathy, and who strive for dignity after years of humiliation. It is particularly dedicated to refugees from the DRC (see page 3), the memory of Aliko Chibinda and Mchombene Mumbwa from Zimbabwe (see page 7), Ziyad from Palestine, Ahmed from Sudan (see page 21) and Bao from Burma.

It is also dedicated to the memory of Yagine Kohe and Fode Touré from Guinea (15) and Fode (16) from Guinea who were found dead in the landing gear of a plane in Brussels, Belgium in August, 1997. A note was found in one of their pockets. It read in part "... it is to your solidarity and generosity that we appeal for help... If you see that we have sacrificed ourselves and lost our lives, it is because we suffered much... and need your help to struggle against poverty and war... Please excuse us very much for daring to write this letter."

education rights project
Tel: (011) 717 3076
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www.erp.org.za

Supported by
 Save the Children Sweden
 Foundation for Human Rights

Education Rights for Learners, Parents and Educators
book 3

education rights project
 Wits Education Policy Unit

THE EDUCATION RIGHTS OF REFUGEES, ASYLUM SEEKERS AND MIGRANTS IN SOUTH AFRICA

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Way forward: Voices of learners

- “It was very inspiring coming together as young people and having a say in what is happening in our country. I really enjoyed it.”
- “ I will start with my circle of friends and exchange ideas around this and convince them that xenophobia should end. I will go to different classes and share this and also go to our history teacher to create a workshop for the whole school to engage in dialogue with all learners in my school.”
- “We should start an awareness campaign in the school against xenophobia on facebook, creating positive message posters, and speaking at the .”
- “I often hear racial comments about different nationalities at my school. I will try to educate them to them not to say these things as it s insensitive and does not create tolerance.”
- “This was really an amazing opportunity. I learnt a lot. I never knew about xenophobia.”

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Thank you

Thanks: Mafikeng - NW

Thanks: Welkom - FS



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9. EXTRACT FROM FRAMEWORK OF REPORTING ON
MEASURES ADOPTED & PROGRESS ON
ICESCR

ICESCR DATA GROUP ASSIGNMENT: FRAMEWORK DOCUMENT

A Framework for South Africa's First Report on the Measures Adopted and the Progress Made in Achieving the Rights Recognized in the ICESCR

Background and Aims of the Framework Document

South Africa's ratification of the International Covenant on Economic, Social and Cultural Rights (ICESCR) in January 2015 was widely welcomed both in and outside of government. Since the adoption of the Constitution in 1996, South Africa has been a torch bearer regionally and internationally for giving effect to justiciable socio-economic rights. The ratification of the ICESCR – which makes the treaty (and the rights recognized therein) legally binding in South Africa – signals a renewed commitment from government to ensure that everyone has access to, among others, adequate housing, health care, sufficient food and water, education, social security and decent work.

Since the Covenant entered into force in South Africa in April 2015, various meetings and workshops¹ have taken place between government, Chapter 9 institutions and civil society organisations. Under the stewardship of the South African Human Rights Commission, a "Data Group" was formed, comprising government and non-governmental partners committed to providing the necessary expertise to assist government in the compilation of a comprehensive First Report to the Committee on Economic, Social and Cultural Rights (CESCR). The broad aims of these (ongoing) meetings are to ensure that the report will be submitted on time and be concluded in line with the guidance provided by the CESCR, and ultimately, provide the groundwork for effective implementation of the Covenant by the State. The Data Group includes the following institutions and organisations:

- Department of Justice and Constitutional Development (DoJ&CD)
- Department of Arts and Culture (DAC)
- Department of Planning, Monitoring and Evaluation (DPME)
- National Treasury
- Statistics South Africa (StatsSA)
- South African Human Rights Commission (SAHRC)
- Foundation for Human Rights (FHR)
- Studies in Poverty and Inequality Institute (SPII)

A key task assigned to the Data Group was the drafting of a "Framework Document" to fulfil the following aims:

- Provide structure to the information that is required for the State Report
- Unpack and provide guidance on the rights and obligations enshrined in the Covenant
- Map linkages between the rights in the Covenant and the rights provided for in the Constitution
- Give a better understanding of the linkages between the Covenant and the National Development Plan
- Identify the relevant Ministry's and line Departments responsible for implementing these rights
- Provide guidance on the information required from Departments to complete the First Report
- Determine what indicators and reporting formats already exist so that data collection is streamlined and existing processes for the compilation of such data are harnessed and where necessary, improved

The remainder of this document draws on the following United Nations sources to achieve the above aims:

- The ICESCR and General Comment's issued by the CESCR
- The UN Guidelines on treaty-specific documents to be submitted by States parties under articles 16 and 17 of the ICESCR

And the following South African sources:

- Constitution of the Republic of South Africa
- National Development Plan
- Medium-Term Strategic Framework

¹ Attach Annexure listing the meetings and workshops (Nada can provide)

- Relevant Legislation
- Relevant Jurisprudence of South African Courts

Table 1: Summary of Rights recognized in the ICESCR, Constitution, NDP Outcome Agreements and Ministry's and Department's responsible for implementation

Rights guaranteed in the ICESCR	Rights guaranteed in the Constitution	Outcome Agreement	Coordinating Ministry	Ministerial Implementation Forum	Technical Implementation Forum	Responsible Department / Institution
Article 1. The right to self-determination ²	Section 235. Self-determination	Cross-cutting	Not applicable	Not applicable	Not applicable	The Commission for the Promotion and Protection of the Rights of Cultural, Religious and Linguistic Communities
Article 2 is cross-cutting and applies to all the rights in the Covenant						
Article 3. The right to equality between men and women	Section 9. Equality.	Outcome 14: Nation Building and Social Cohesion	Women	Minister of Women		Department of Women; The Commission for Gender Equality
Articles 4 and 5 are provided for in the Common Core document						
Article 6. The right to work	No constitutional right to work, only a right to choose ones occupation freely under Section 22: Every citizen has the right to choose their trade, occupation or profession freely.	Outcome 4: Decent employment through inclusive economic growth. Outcome 5: A skilled and capable workforce to support an inclusive growth path	Trade and Industry Higher Education and Training	Ministers of Trade and Industry, Higher Education and Training, Labour Finance, Economic Development, Small Business Development, Public Works and Public Enterprises	DTI, HE&T, NT, DoL, EDD, DSB, DPW, DPE	Trade and Industry, Higher Education and Training, Labour, Public Works, Small Business Development

² Reading Article 1 of the ICESCR in full leads me to conclude that this right is both cross-cutting and not applicable to any particular Outcome or Ministry, do you agree that this is a fair conclusion to make? In particular, Article 1(3) is not relevant.

Article 7. The right to just and favourable conditions of work	Section 23. Labour relations. (1) Everyone has the right to fair labour practices	Outcome 4: Decent employment through inclusive economic growth.	Trade and Industry	Minister of Trade and Industry	DTI	Trade and Industry, Labour
Article 8. The right of everyone to form and join trade unions and to strike	Section 23. Labour relations. (2) Every worker has the right - (a) to form and join a trade union; (b) to participate in the activities and programmes of a trade union; and (c) to strike.	Outcome 4: Decent employment through inclusive economic growth.	Trade and Industry	Minister of Trade and Industry	DTI	Trade and Industry, Labour
Article 9. The right of everyone to social security, including social insurance	Section 27 (1) Everyone has the right to have access to - (c) social security, including, if they are unable to support themselves and their dependents, appropriate social assistance. Section 28 (1) Every child has the right to - (c) ... basic ... social services.	Outcome 13: An inclusive and responsive social protection system	Social Development	Ministers Council for Social Development (MINMEC)	MINMEC	Social Development, Women and Children
Article 10. The widest possible protection and assistance should be accorded to the family	Section 27 (1) Everyone has the right to have access to - (c) social security, including, if they are unable to support themselves and their dependents, appropriate social assistance. Section 28 Children (1) Every child has the right - (b) to family care or parental care; (c) ... basic ... social services (e) to be protected from exploitative labour practices; and (f)	Outcome 13: An inclusive and responsive social protection system	Social Development	Ministers Council for Social Development (MINMEC)	Social Development Technical MINMEC	Social Development; Women and Children
Article 11. The right to an adequate standard of living, including	Section 27 (1) Everyone has the right to - (b) sufficient food and water. Section 28 (1) Every child has the right - (c) to basic nutrition	Outcome 7: Comprehensive rural development and land reform	Rural Development and Land Reform	Ministers Council for Rural Development and Land Reform (MINMEC)	Rural Development and Land Reform Technical MINMEC	Rural Development and Land Reform; Agriculture, Forestry and Fisheries.