

MEMORANDUM
OF
UNDERSTANDING
BETWEEN
THE DEPARTMENT OF FOREIGN AFFAIRS
AND
THE ELECTORAL COMMISSION
REGARDING THE PROVISION OF ELECTORAL ASSISTANCE
AND SUPPORT FOR ELECTORAL PROCESSES IN VARIOUS
AFRICAN COUNTRIES

PREAMBLE

The Department of Foreign Affairs (DFA) and the Electoral Commission (Commission) of the Republic of South Africa (hereinafter jointly referred to as the "Parties" and separately referred to as a "Party");

CONSIDERING the increasing need for co-operation between the Parties when responding to requests to the South African Government for assistance and support of electoral processes in African countries;

RECOGNISING that the Commission as a statutory institution created by South African legislation cannot itself become involved in the management of the elections of other countries; and

DESIRING that the Memorandum of Understanding should constitute the foundation for the co-operation between the Parties,

HEREBY AGREE as follows:

Article 1

PURPOSE OF THE MOU

The Parties shall co-operate in the field of providing electoral assistance to support electoral processes in various African countries, where the Commission have been requested to play a role.

Article 2

COMPETENT AUTHORITIES

- 2.1 The competent authorities responsible for the implementation of this Memorandum of the Understanding shall be, in the case of the DFA, the Director-General and the case of the Commission, the Chief Electoral Officer.
- 2.2 The competent authorities shall jointly decide on detailed arrangements to facilitate the application and implementation of this Memorandum of Understanding if necessary.
- 2.3 The competent authorities shall review the application of this Memorandum of Understanding as and when required.

Article 3

OBLIGATIONS OF THE DFA

- 3.1 The DFA shall upon request issue diplomatic passports to members of the Commission, the Chief Electoral Officer and the Deputy Chief Electoral Officers.
- 3.2 In respect of their health and safety, the DFA shall at all times accept responsibility for and exercise a duty of care towards members and officials of the Commission as if they were officials of the DFA. More particularly:-
 - 3.2.1 The DFA shall provide at its own cost all the necessary medical aid and assistance to members and officials of the Commission whilst abroad in the course of such co-operation. The DFA shall evacuate members and officials of the Commission when safety and security situations make this necessary.
 - 3.2.2 The DFA shall formally approach the receiving state in advance with a request that immunities and privileges, similar to those granted to members of peace missions, also be granted to members and officials of the Commission. The DFA shall inform the Commission in advance if such approach has been unsuccessful to enable the Commission to decide whether to proceed with such co-operation in that particular case.

Article 4

OBLIGATIONS OF THE COMMISSION

- 4.1 The Commission to the extent that its own operational needs allow, shall make available members and officials to the Commission to render technical and other assistance to election management bodies in African countries where countries have requested the South African Government for such assistance.
- 4.2 In such cases the Commission shall assist, where necessary, in obtaining the services of people with the necessary skills from the private sector to be made available to the election management bodies of such countries.
- 4.3 Where members or officials of the Commission are assisting election management bodies in other countries they shall operate with and provide updates on their work to the South African Head of Mission/Charge d'Affaires as if they were officials of the DFA.
- 4.4 The Commission shall submit the budget for all activities to be undertaken in the course of such co-operation to the DFA. The DFA shall put at the disposal of the Commission in advance all the funding necessary to cover the projected expenditure to be disbursed by the Commission in respect of assistance to be rendered by its members or officials. Such funding shall be managed by an official designated for this purpose by the DFA. The DFA is accountable in respect of all such funds expended pursuant to Section 6 (1) of the African

Renaissance and International Co-Operation Fund Act, (Act 51 of 2000) ("the Act"). The Commission is accountable to the DFA in respect of all funds expended in terms of paragraph 3.3.

- 4.5 The Commission shall in co-operation with the Foreign Service Institute of the DFA provide training modules to cadets, diplomatic trainees and counsellors in DFA.

Article 5

CONTACT POINTS

- 5.1 For the purposes of ensuring implementation of and effective co-operation within the framework of this MOU, the signatories hereby appoint the following persons as their contact points for all matters within the scope of this MOU:
- (a) for the DFA
 - name
 - designation
 - contact details
 - (b) for the Commission
 - name
 - designation
 - contact details
- 5.2 The signatories will inform each other in writing if there are any changes in respect of the details of the abovementioned contact points.

Article 6

FINANCIAL OBLIGATIONS

The funding shall be provided from the African Renaissance Fund and will be made available upon receipt of project proposals for the projects requiring the Commission's electoral assistance on the continent.

Article 7

SETTLEMENT OF DISPUTES

Any dispute arising from the interpretation or implementation of this MOU shall be settled amicably by the signatories. In particular, no dispute shall be referred to any third person or tribunal for settlement.

Article 8

ENTRY INTO FORCE, DURATION AND TERMINATION

- 8.1 This MOU shall enter into force on the date of signature thereof.
- 8.2 This MOU shall remain in force for an indefinite period, unless terminated by either Party in accordance with sub-article 8.3.
- 8.3 This MOU may be terminated by mutual consent between the Parties, or by either Party giving at least three (3) months written notice in advance through the Head of Department of its intention to terminate it.

IN WITNESS WHEREOF, the undersigned, have signed this Memorandum of Understanding in two originals in the English language all texts being equally authentic.

Done at _____ on this _____ day of _____ 2008

Dr A Ntsaluba
Director-General: Foreign Affairs

Advocate P Tlakula
Chief Electoral Officer