

PC WOMEN 2012/1129



**rural development
& land reform**

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

CHIEF DIRECTORATE: LEGAL SERVICES
Private Bag X833, Pretoria, 0001; Tel: 012 312 8314; Fax: 012 324 2118

MEMORANDUM

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF WOMAN, CHILDREN AND PEOPLE WITH DISABILITIES AND THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

Our Reference: JG 6/3/3/112

CHIEF DIRECTOR: LEGAL SERVICES

1. The attached file was referred to the Chief Directorate: Legal Services for comment and vetting purposes.
2. Having perused the agreement, it is submitted that the agreement is legally sound and that the Department may enter into the agreement with the Department of Woman, Children and People with Disabilities.

MS L GOSLETT
ACTING CHIEF DIRECTOR: LEGAL SERVICES
DATED: 15 AUGUST 2012

The purposes of this Memorandum of Understanding are to:

- 1 Create the basis for collaboration between the Department for Women, Children and Persons with Disabilities and the Department of Rural Development and Land Reform to give effect to the vision of a fully inclusive society that is free from unfair discrimination, inequality, exploitation and abuse.
2. Establish a tool to monitor and evaluate the performance of the Department of Rural Development and Land Reform in meeting the needs, interests, priorities and targets for women, children and people with disabilities towards this vision and mandate:

PREAMBLE

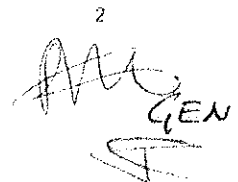
WHEREAS the Department of Women, Children and People with Disabilities aims to promote the achievement of equality and eradicate discrimination against women, children and people with disabilities;

AND WHEREAS the Department of Women, Children and People with Disabilities intends to address the current challenges faced by women, children and people with disabilities in rural areas;

AND WHEREAS the Department of Women, Children and People with Disabilities strives to accelerate efforts of mainstreaming considerations of gender and the rights of children and people with disabilities across South African society;

AND WHEREAS constitutional imperatives and national legislative mandates, compel all Departments to promote the needs, interests and priorities of women, children and people with disabilities;

AND WHEREAS the Department of Rural Development and Land Reform has been identified as a key partner towards the achievement of the vision and mission of Department for Women, Children and People with Disabilities.

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The block contains a handwritten signature in black ink, which appears to be 'A. G. GEN'. Below the signature is a rectangular stamp, partially obscured, with the word 'GEN' visible in capital letters.

NOW THEREFORE the Department of Women Children and People with Disabilities and Department of Rural Development and Land Reform agree as follows:

1. INTERPRETATION AND DEFINITIONS

In this Memorandum of Understanding, unless the context indicates otherwise -

- 1.1 words importing the singular shall include the plural;
- 1.2 any word or expression importing the masculine gender shall include the feminine;
- 1.3 **'this agreement'** refers to the Memorandum of Understanding, together with all annexures attached hereto;
- 1.4 **'CRDP'** refers to the Comprehensive Rural Development Policy;
- 1.5 **'DRDLR'** refers to the Department of Rural Development and Land Reform;
- 1.6 **'DPO'** refers to Disabled Peoples' Organization;
- 1.7 **'DWCPD'** refers to the Department of Women, Children and People with Disabilities;
- 1.8 **'MOU'** refers to the Memorandum of Understanding;
- 1.9 **'Parties'** refers to DWCPD and DRDLR; and
- 1.10 **'Project leader'** refers to the individual appointed by the Parties by agreement to manage this agreement.

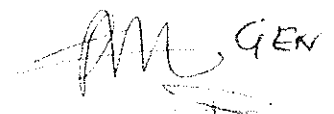
2. COMPETENT AUTHORITY

The competent authorities responsible for the implementation of this MOU are –

- 2.1 for DWCPD, the Director-General, and or Minister
- 2.2 for DRDLR, the Director-General, and or Minister

3. PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

The purpose of this MOU is to formulate a partnership and regulate the working relationship between DWCPD and DRDLR to co-ordinate the roles and functions of both Parties in realising the aspiration that all people targeted by the Department of women, children and people with disabilities in South Africa, irrespective of sex, age



and ability are able to enjoy unimpeded fundamental freedoms, dignity and human rights

4. ROLE OF THE DRDLR

The DRDLR recognizes that its target beneficiaries are rural communities, of which the majority are women. The Parties therefore agree that the DRDLR will:

- 4.1 Engender all policies, programs and procedures of the department.
- 4.2 Ensure that policies and budgets on land reform and rural development are responsive to the rights of women, children and people with disabilities;
- 4.3 Ensure that women, children and people with disabilities access the departmental products and services;
- 4.4 Ensure a 50% of women ownership and a minimum of 4% ownership by people with disabilities of the 411 recapitalized farms;
- 4.5 Ensure an enabling environment created for children to participate in the development agenda of the department.

5. ROLE OF DWCPD

The Parties agree on the overall oversight mandate of the Ministry for Women, Children and People with Disabilities and that, with regard to the initiatives of DRDLR set out in clause 4 above, the DWCPD will

- 5.1 Create an enabling environment for translating government policy mandates into empowerment, advancement and socio-economic development programmes for women and the transformation of gender relations;
- 5.2 Mainstream women's empowerment and gender equality considerations into government policies, governance processes and programmes through the establishment of relevant structures, mechanisms and catalytic projects; and
- 5.3 Facilitate, co-ordinate, oversee and report on the national gender equality programme as well as those programmes which form part of South African regional, continental and international initiatives.

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- 5.4 Coordinate and bring together relevant role players and stakeholders that would collaboratively and jointly seek to achieve the set goals.
- 5.5 Advocate mainstreaming of the human rights issues pertaining to women, children and people with disabilities within the core work of DRDLR;
- 5.6 Collect, compile, collate information and data and report on international and continental agreements

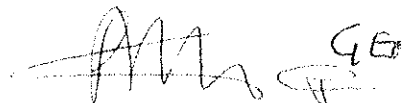
6. SPECIFIC ISSUES

The parties agree

- 6.1 that a stakeholder mobilization team consisting of representatives of DWCPD and DRDLR will mobilise stakeholder support for projects in terms of this agreement.
- 6.2 that DRDLR will formulate policies and programmes that are aimed at promoting women, children and people with disabilities and supporting them by creating a more enabling environment for them to participate as equals; and
- 6.3 create and promote equal opportunities for women and people with disabilities by increasing the employment equity plan targets from 30% to 50% for women and a minimum of 4% for people with disabilities.

7. AD HOC REQUIREMENTS

In the event that a requirement arises, which is not indicated within the terms of this MOU, the competent authorities, or the officials designated by them for that purpose, may agree on the principles and actions for such a requirement in accordance with the aims and objectives of this MOU.



8. MANAGING THE IMPLEMENTATION OF THE AGREEMENT

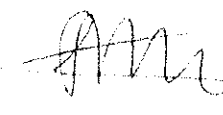
- 8.1 The implementation of this MOU shall be overseen by a management steering committee established by the Parties and consisting of an equal number of representatives nominated by all Parties.
- 8.2 The management steering committee shall
- 8.2.1 Appoint a project leader
- 8.2.2 Establish sub-committees for projects/programmes conceptualization/ design and develop an implementation plan where appropriate.
- 8.2.3 Ensure that sufficient human and financial resources are available to ensure successful implementation of the projects.

9. GOOD FAITH AND REASONABLENESS

- 9.1 The Parties undertake to, in their dealings with each other for purposes of the MOU, act in good faith and reasonable, and warrant that they shall not do anything or shall refrain from doing anything that might prejudice or detract from the rights or obligations of each other and the realisation of the project.
- 9.2 This agreement does not limit in any way any statutory powers and functions of the Parties.

10. CONFIDENTIALITY

- 10.1 Any Party shall treat information furnished by another Party or another person for purposes of the execution of this agreement, as confidential
- 10.2 Subject to this clause, the Party(s) so furnished with information shall not disclose such information to another person without the prior written consent of the other Party and shall take reasonable steps to ensure that such information is not disclosed to another person.
- 10.3 The parties agree that this agreement is not intended to restrict use or disclosure of any portion of such information, which is

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- a) made known to the public through no default by the receiving Party of its obligations under this agreement.
- b) rightfully received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party;
- c) independently developed by the Receiving Party by persons who did not have access to Confidential Information of the Disclosing Party; or
- d) disclosed by the Receiving Party after receipt of written permission from the disclosing Party

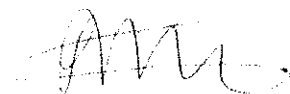
11. DURATION, EXECUTION AND AMENDING THE AGREEMENT

- 11.1 This MOU will commence on the date of last signature by the Parties.
- 11.2 This MOU will be subject to review two (2) years after commencement.
- 11.3 The MOU together with annexures constitutes the whole agreement between the Parties
- 11.4 No Party shall be entitled to, without the prior written consent given by the duly authorised official of the other Parties, to cede, delegate or otherwise transfer any of its rights and/or obligations in terms of this agreement.
- 11.5 No Party will have the right, in terms of this agreement, to make a supposition to the effect that it is allowed to act as an agent or official of the other Party.

12. NON-VARIATION

- 12.1 No amendment, alteration, addition or variation of the agreement shall be of any force or effect unless reduced to writing and signed by all the Parties.
- 12.2 Such changes shall be incorporated as a written change to the agreement, and the agreement shall be reissued in full as a new version.
- 12.3 The amended agreement will commence on the date of last signature by any of the parties.
- 12.4 An amendment of this agreement shall not affect any rights and obligations arising from the agreement before the effective date of the amendment unless the Parties agree otherwise in writing.

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13. INTERVENING CHANGES IN LAW

If any change in law renders any material provision on this agreement illegal or void, any Party may cancel the agreement forthwith in accordance with the cancellation/termination clause of this agreement

14. BREACH

14.1 In the event of any Party failing to perform its obligation to the satisfaction of another Party, the aggrieved Party shall give the defaulting Party a written notice detailing such failure.

14.2 Upon receipt of such notice, the defaulting Party shall have (14) fourteen days from date of receipt of the notice to remedy such failure

14.3 In the event of the defaulting Party failing to remedy a failure after being put in *mora*, the aggrieved Party shall have the right to cancel the agreement.

15. DOMICILIUM CITANDI ET EXECUTANDI

15.1 DWCPD chooses as its *domicilium citandi et executandi* for the service of legal process and notices:

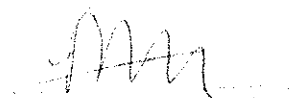
Room B101, 36 Hamilton Street, Arcadia, Pretoria

15.2 DRDLR chooses as its *domicilium citandi et executandi* for the service of legal process and notices:

184 Jeff Masemola Drive, Pretoria

15.3 Notice of change of address shall be given in writing, by the Party concerned and delivered by registered mail to the other Parties

15.4 Any notice in terms of this agreement shall either be --



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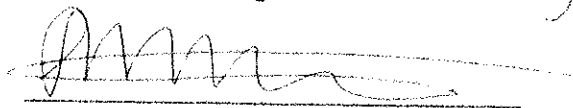
- a) Delivered by hand during normal business hours of the recipient; or
- b) Sent by prepaid registered post to the address chosen by the addressee
- c) A notice in terms of the MOU will be considered to be duly received if –
- d) Hand-delivered on the date of delivery.
- e) Sent by registered post as indicated herein 10 days after the date it was posted, unless the contrary is proved
- f) Notwithstanding anything to the contrary contained or implied in the MOU, the written notice or communications actually received by one of the parties from the other, including by way of facsimile transmission, will be adequate written notice or communication to such party.

16. MISCELLANEOUS PROVISIONS

16.1 No Party is entitled without prior written consent given by the duly authorised official of another Party to cede, delegate or otherwise transfer any of its rights and/or obligation in terms of this agreement.

16.2 No Party will have the right in terms of this agreement, to make a supposition to the effect that it is allowed to act as an agent or official of another Party

Thus done and signed at Johannesburg on this 16 day of August 2012



Minister Lulu Xingwana, MP

FOR DWCPD being duly authorised hereto

AS WITNESS:

1. _____ 2. J. Mkhabela signed as
K. Mosele

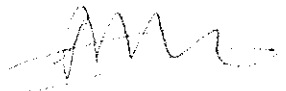
Thus done and signed at Johannesburg on this 15 day of August 2012



Minister Gugile Nkwinti

FOR DOE being duly authorised hereto

AS WITNESS:

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