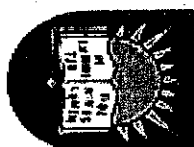


O.R. TAMBO
DISTRICT MUNICIPALITY



University of Fort Hare
Together in Excellence

MEMORANDUM OF AGREEMENT
BETWEEN
UNIVERSITY OF FORT HARE
AND
O.R.TAMBO DISTRICT MUNICIPALITY

20th May 2014

L.S.B.
M.B.
H.T.

1. PREAMBLE

1.1 The ORTDM, as one of the six district municipalities within the Eastern Cape, is required to be a catalyst for development, an enabler of economic growth and an instrument for poverty alleviation. To this end, the ORTDM has identified capacity and policy research needs towards meeting its development objectives.

1.2 The UFH is a higher education institution offering teaching, training, capacity building, research and development support to both students and its immediate community in the Eastern Cape.

1.3 The UFH and the ORTDM entered into a new era of support and co-operation after discussions were held between UFH Vice-Chancellor and the ORTDM Executive Mayor. The objective was to crystallise the partnership activity that has already existed between the two institutions albeit in an uncoordinated and ad hoc manner.

2. PARTIES

2.1. The parties to this agreement are-

2.1.1. O.R.Tambo District Municipality; and

2.1.2. University of Fort Hare.

3. DURATION OF AGREEMENT

2.1 The agreement will remain in effect from (20th May 2014) to (19th April 2017).

4. DEFINITIONS AND INTERPRETATIONS

4.1 In this agreement, unless clearly inconsistent with or otherwise indicated by the context the following are definitions provided:

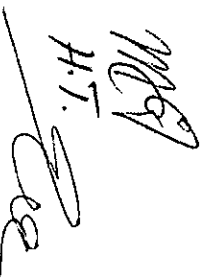
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- 4.1.1 **ORTDM**” Means O.R.Tambo District Municipality, a Category ‘C’ Municipality, established in terms of section 12 of the Municipal Structures Act 117 of 1998 and herein represented by Councillor Meth Nomakhosazana authorised thereto;
- 4.1.2 **“MOA”** Means this memorandum of agreement set out in this document ;
- 4.1.3 **“Parties”** Means University of Fort Hare and ORTDM and each individual shall be referred to as “the party”;
- 4.1.4 **UFH**” means University of Fort Hare, a public higher education Institution duly established in terms of section 20 of the Higher Education Act 101 of 1997 and herein represented by Professor Edwin Ijeoma, he being duly authorised thereto to sign on behalf of the University ;
- 4.1.5 **Service Provider:** UFH as service provider in terms of advisory and technical support and capacity building
- 4.1.6 Any reference in this agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature hereof and as amended and /or re-enacted from time to time.
- 4.1.7 Words importing singular shall include the plural ,and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing natural persons shall include legal persons, and vice versa.
- 4.1.8 The head notes to the clauses to this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 4.1.9 If any provision in the definition clause is substantive provision conferring rights or imposing obligation on a party, then notwithstanding that such provision is contained in this clause, effect shall be given thereto as if such provision were a substantive provision in the body of the agreement.
- 4.1.10 When any numbers of days are prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day.

5. PURPOSE OF AGREEMENT

This agreement is established for the following purposes:

- 5.1 To provide a framework for the mutual development of a developmental and policy support regime between ORTDM and UFH.

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5.2 To work together to grow and establish a cooperative relationship between the UFH and ORTDM for the extension and maintenance of support in institutional development capacity building, policy research and monitoring and evaluation and other capacity and advisory support for ORTDM.

5.3 Agreeing on the joint strategy on the implementation of the agreed development and support programmes

6. DESCRIPTION OF ROLES AND RESPONSIBILITIES BETWEEN PARTIES

6.1 The co-operation between the UFH and the ORTDM will entail the following roles and responsibilities of the parties.

6.2 Mr. H.T Hlazo the Municipal Manager will be the Key contact for ORTDM.

6.3 Prof Edwin Ijeoma will be the key contact for the UFH

6.4 These individuals are responsible for ensuring the responsibilities of the parties as listed below are adhered to:


6.5 Responsibilities of UFH: UFH will in collaboration with ORTDM plan, coordinate, and implement this agreement through the following interventions:

6.5.1 Human resource capacity-building:

- i. Accredited academic programmes and short courses for local government officers, local leaders, development practitioners, and community-based development workers as identified by ORTDM. These include, full time pre-and post-graduate courses; part time pre-and post-graduate courses;
- ii. Short courses and skills training focused on building certain capacity competencies of local government and community based practitioners deemed necessary by ORTDM

6.5.2 Research, Policy support and advocacy: UFH interventions at the request of and with the cooperation of the ORTDM will include the following:

- i. The collection, storing and dissemination of local socio-economic data and information including monitoring and evaluation of local government development and service delivery programme;
- ii. Provide critical briefings and advice to ORTDM and the development sector on key intervention programmes at the local level.

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- iii. Provide a platform for critical dialoguing on local development interventions through a number of structured conversations such as seminars, colloquia and debates.


6.5.3 Systems & Development support: UFH intervention will entail the following:

- i. Demand- driven interventions around organisational development, the development of tools and other support mechanisms towards enhancing the organisational effectiveness and efficiency of ORTDM in local governance and development efforts.
- ii. Addressing a set of specific systems improvement interventions that will be prioritised per understanding with the ORTDM
- iii. Assisting ORTDM develop and introduce tools for performance management, monitoring and evaluation of local governance and development programmes and systems.

6.6 Responsibilities of ORTDM: ORTDM will, cooperate and collaborate with

UFH in the above interventions through the following:

- 6.6.1 On request to provide UFH with comprehensive information (e.g. reports) on capacity and skills gaps and needs.
- 6.6.2 Identify priority needs of the district in terms of capacity building, research and policy, as well as systems and development support.
- 6.6.3 Identify and develop agreed sets of deliverables to this effect
- 6.6.4 Work with UFH to develop needed Terms of Reference for projects and programmes associated with the different intervention areas
- 6.6.5 Provide logistical and institutional support to UFH research and policy experts when and where needed
- 6.6.6 Provide and administer financial compensation for services provided by UFH to ORTDM as a service provider.

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7 PROPOSED PLANNING AND IMPLEMENTATION FRAMEWORK:

7.1 The agreement will remain in effect for the period of three years beginning from the **20th May 2014 to 19th April 2017**.

7.2 That the two institution set up a Technical Team comprised of persons from both institutions that will work together and advice on the following:

7.1.1.1 Identification of research, training and development support areas

7.1.1.2 Definition and delimitation of areas for duties, responsibilities and cooperation on individual projects and programmes where and when necessary.

7.1.1.3 Identify programme areas based on agreement time-line that will be planned and budgeted for within a fiscal year.

7.1.1.4 Act as project planning, implementation and monitoring co-ordination team.

8 GENERAL TERMS AND CONDITIONS

8.1 As far as possible programmes and projects between the two institutions will be based upon the principle of reciprocity, thus, the parties, hereby, agree to abide by the following principles

- i. To honour each other's mandate;
- ii. This **MOA** is only between the **UFH** and the **ORTDM**.
- iii. Each party is accountable for the implementation of its own mandate; and
- iv. This **MOA** contemplates a joint responsibility and commitment by the parties in regard to the matters covered by this memorandum.

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H.T. [Signature]
[Signature]

- v. Both parties undertake to regularly liaise and consult with one another in all the work involved in providing the development support activities
- vi. Both parties commit themselves to implement and fulfil this MOA in a spirit of mutual co-operation, and respect the fulfilment of the partnership.

9 ENTIRE AGREEMENT AND VARIATION

9.1 This document embodies the entire agreement between the parties hereto.

9.2 No amendment or variation of any of the provisions of this MOA shall be of any force or effect unless reduced to writing and signed by both parties.

10 DISPUTE RESOLUTION

Any dispute arising out of or in connection with this agreement may be decided either by way of arbitration or litigation as set out below.

10.1 The party commencing legal action shall decide whether the dispute will be resolved by way of arbitration or litigation;


10.2 In the case of arbitration:

10.2.1 the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of South Africa ("AFSA") from time to time;

10.2.2 AFSA shall be responsible for the appointment of an arbitrator and, where the parties agree, more than one arbitrator may be appointed;

10.2.3 the arbitration will include the right of appeal provided for by the rules of AFSA;

10.2.4 notwithstanding the institution and commencement of arbitration proceedings, either party may nonetheless approach a court of law for relief of an urgent nature in circumstances in which such relief cannot be given or cannot urgently be given by the arbitrator;

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10.2.5 in making an award, the arbitrator appointed shall also in his discretion make a decision with regard to the costs of the arbitration, including any value added tax, charges and disbursements and fees of a like nature incurred by the successful party in successfully enforcing or defending any of the provisions of this agreement, or any claim hereunder, and shall be for the account of the unsuccessful party. In so doing, the arbitrator shall be entitled to appoint a taxing master to determine the amount of the fees.

10.3 In the case of litigation:

10.3.1 the parties consent to the jurisdiction of the appropriate of the High Court of South Africa in respect of all proceedings which may arise out of or in connection with this agreement;

10.3.2 a successful party shall be entitled to recover all costs of litigation incurred on an attorney-client scale from the other party, provided that a court of competent jurisdiction awards the costs of litigation in the party's favour.

11 LEGAL COMPLIANCE

11.1 Without derogation from the specific instance of compliance required elsewhere in this agreement, both the ORTDM and the UFH undertake to execute their tasks and fulfil their obligations under this agreement in full compliance with all applicable legal and statutory regulations and requirements.

11.2 UFH hereby indemnify the ORTDM in respect of loss or damage that may occur as a result of its fulfilment or non-fulfilment to this agreement.

11.3 It is accepted and acknowledged by all parties to this agreement that this agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

L.S.B.
M.B.
H.T.

12 DOMICILIUM

12.1 The parties hereby select the addresses respectively set out below as the addresses at which all notices, legal processes and other communications must be delivered to them for the purposes of this agreement.

12.2 **ORTDM Address:** OR Tambo District Municipality House
Nelson Mandela Drive Umtata 5100

12.3 **UFH Address :** No. 1 King William's Town Road Alice 5700

Thus done and signed at East London... on this day of *20th* *MAY*.....2014

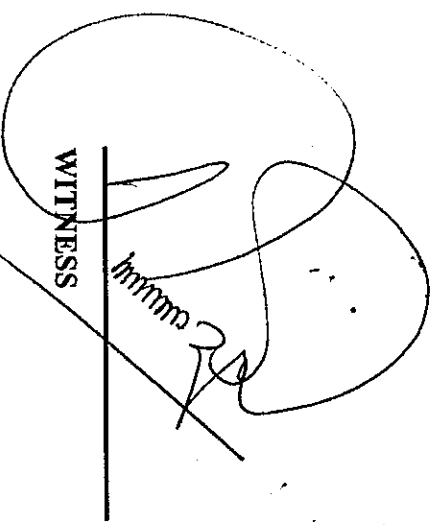
In the presence of the undersigned witnesses:



H.T. HLAZO

MUNICIPAL MANAGER

O.R. TAMBO DISTRICT MUNICIPALITY



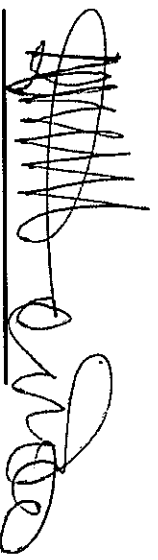
WITNESS

Thus done and signed at East London on this day of *20th* *MAY*.....2014



DR. Mvuyo Tom

Vice Chancellor University of Fort Hare



WITNESS

