MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS DEVELOPMENT PROGRAMME

AND

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA ON COOPERATION IN THE FIELD OF RURAL DEVELOPMENT AND LAND REFORM
Preamble

WHEREAS the United Nations Development Programme and the Government of the Republic of South Africa (hereinafter jointly referred to as the "Parties" and separately as a "Party"), desire to enter into a cooperation memorandum of understanding;

RECALLING the Agreement between South Africa and the United Nations Development Organisation signed on 3 October 1994;

WHEREAS the United Nations Development Programme (hereinafter referred to as the "UNDP"), serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

WHEREAS the UNDP is interested in enhancing its development activities by strengthening the institutional capacity of the public sector in the areas of organizational development, policy formulation and implementation on rural development and land reforms programmes, and by encouraging monitoring and evaluation and knowledge based management; and

WHEREAS the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts to mainly achieve the 12 National Outcomes and the implementation of the UNDP 2011-2012 repositioning programme scope in partnership with the South African Government towards a better South Africa, a better Africa, and a better World.

NOW THEREFORE, the Parties agree to cooperate as follows:

Article 1
Purposes

(1) The purposes of this Memorandum of Understanding (hereinafter referred to as "this MOU"), are to provide—

(a) a framework of cooperation and to facilitate collaboration between the Parties in areas of common interest; and

(b) technical support to the competent authority of the Government of the Republic of South Africa in order to improve organizational effectiveness, monitoring, capacity building and strategic planning within the field of rural development and land reform.
(2) The envisaged outcome of this MOU is an effective and efficient Department of Rural Development and Land Reform that provides services to other government departments and the citizens of the Republic of South Africa.

Article 2
Competent Authorities

The competent authorities responsible for the implementation of this MOU shall be—

(a) in the case of the UNDP, the UNDP Mission in the Republic of South Africa; and

(b) in the case of the Government of the Republic of South Africa, the Department of Rural Development and Land Reform.

Article 3
Areas of Cooperation

The Parties agree to cooperate in the following areas:

(a) Technical Assistance in the development of an Integrated Rural Development Strategy.

(b) Organisation and facilitation of international exchange programmes to share experience with other countries on equitable access to land.

(c) Coordination and facilitation of an inclusive multi-stakeholders platform in order to discuss the impact of access to land and poverty reduction.

Article 4
Consultation and Exchange of Information

(1) The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which, in their opinion, are likely to lead to mutual collaboration.

(2) Consultation and exchange of information and documents pursuant to the implementation of this MOU shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents, and such arrangements shall survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.
(3) The Parties shall, at such intervals as deemed appropriate by the Parties, convene meetings to review the progress of activities being carried out under this MOU and to plan future activities.

(4) A Party may invite the other Party to send observers to meetings or conferences convened by the former Party or under their auspices in which the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Article 5
Implementation

(1) The Parties shall, in order to implement the specific activities envisaged in this MOU, conclude cost-sharing agreements in accordance with the applicable UNDP regulations, rules and procedures, and in accordance with the domestic law in force in the territory of the Republic of South Africa.

(2) The cost-sharing agreements contemplated in sub-Article (1) shall—

(a) specify the costs or expenses relating to the activity concerned;

(b) specify how such costs and expenses shall be borne by the Parties;

(c) include a provision incorporating this MOU by reference, which shall be applicable to the cost-sharing agreements and the activities to be financed therefrom.

(3) All activities shall be carried out on the basis of agreed terms of reference and work plan between the Parties.

(4) Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder.

(5) Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

(6) All obligations and functions performed by the Government of the Republic of South Africa pursuant to the provisions of this MOU shall be done subject to and in accordance with the domestic law in force in the territory of the Republic of South Africa.
Article 6
Amendment

This MOU may be amended by mutual consent of the Parties through an Exchange of Noted between the Parties through the diplomatic channel.

Article 7
Settlement of Disputes

Any dispute between the Parties arising out of the interpretation, application or implementation of the provisions of this MOU shall be settled amicably through consultation or negotiations between the Parties.

Article 8
Entry into force, Duration and Termination

(1) This MOU shall enter into force on the date of last signature thereof.

(2) This MOU shall remain in force for a period of two (2) years whereafter it may be renewed in writing by the Parties for a further period of two (2) years, unless terminated in accordance with sub-Article (3).

(3) This MOU may be terminated by either Party giving two (2) months written notice in advance through the diplomatic channel to the other Party of its intention to terminate it.

(4) In the event of termination of this MOU, any cost sharing or project cooperation agreements concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, the cost-sharing agreements and project cooperation agreements are brought to a prompt and orderly conclusion.