



**forestry, fisheries
and the environment**

**Department
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA**

MEMORANDUM OF UNDERSTANDING

Entered into by and between

**THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
IN ITS DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT**

Hereinafter referred to as "the Department"

Represented by Dr. Nonhlanhla Mkhize, in her capacity as

Deputy Director-General: Environmental Programmes

And duly authorised thereto

And

UMDOWI LOCAL MUNICIPALITY

Hereinafter referred to as "the Partner"

Represented by Mr. DD Naidoo, in his/her capacity as

Acting Municipal Manager

And duly authorised thereto

**FOR THE
IMPLEMENTATION OF A PARTNERSHIP FOR ENVIRONMENTAL AND RELATED
INITIATIVES WITHIN THE MANDATE OF THE DEPARTMENT**

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PREAMBLE

WHEREAS the Department of Forestry, Fisheries and the Environment ("the Department"), through Environmental Programmes (EP), implements Projects under the auspices of the Expanded Public Works Programmes (EPWP) through seeking ways to address environmental challenges as per the Department's strategic objectives while addressing unemployment targeting the unemployed and previously disadvantaged people such as women, youth and people living with disabilities;

AND WHEREAS Umdoni Local Municipality agrees to deliver in accordance with this Memorandum of Understanding (MoU) and its Annexures;

AND WHEREAS the Parties aim to establish a basis for collaboration between the Department and the Partner based on identified capacity needs;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

For the purposes of this MoU and unless the context requires otherwise, the expressions defined below shall have the meanings assigned to them -

"Business Day" means all weekdays, Monday to Friday, excluding those defined as public holidays, by the Department of Employment and Labour;

"Commencement Date" means a date that shall be aligned to the date of signature of the Partnership Letter.

"Department" means the Department of Forestry, Fisheries and the Environment;

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"Expanded Public Works Programme" refers to the Expanded Public Works Programme, a medium to long term government funded programme that promotes the use of labour-intensive methods to create work opportunities, services and assets, thus contributing towards poverty alleviation and reduction of unemployment thereby contributing to development;

"MoU" means this Memorandum of Understanding together with its annexures or schedules, if applicable as may be amended or supplemented or modified in accordance with the provisions of this MoU;

"Parties" mean the Department and the Partner Name, and "Party" means either of them as indicated by the context;

"Partner" means the institution/organisation entering into this MoU with the Department

"Partnership Acceptance Letter" means the letter signed by the Accounting Officer, or his/her delegate, of a Partner organisation confirming acceptance of a specific Project of mutual benefit to the Parties, attached hereto as Annexure A

"Partnership Proposal Letter" means the invitation to partner and participate in a joint specific Project of

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mutual benefit to the Parties, attached as
Annexure A to the MoU;

"Personal Information"

means information relating to an
identifiable, natural person, including, but
not limited to—

- (a) information relating to the race,
gender, sex, pregnancy, marital
status, national, ethnic or social origin,
colour, sexual orientation, age,
physical or mental health, wellbeing,
disability, religion, conscience, belief,
culture, language and birth of the
person;
- (b) information relating to the education
or the medical, financial, criminal or
employment history of the person;
- (c) any identifying number, symbol, e-
mail address, physical address,
telephone number, location
information, online identifier or other
particular assignment to the person;
- (d) the biometric information of the
person;
- (e) the personal opinions, views or
preferences of the person;
- (f) correspondence sent by the person
that is implicitly or explicitly of a
private or confidential nature or further
correspondence that would reveal the
contents of the original
correspondence;
- (g) the views or opinions of another
individual about the person; and

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- (h) the name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person.

"POPI Act"

means the Protection of Personal Information Act, 2013 (Act No. 4 of 2013);

"Project"

means the EPWP Projects as stated in each Annexure under this MoU;

"Project Activities"

mean the carrying out of Project tasks, provision of the services and the exercise and performance of all other rights and obligations by the respective Parties under this MoU;

"Project Deliverables"

mean the measurable and specific outputs resulting from activities in a particular timeframe and budget for a specific Project;

"Project Manager"

means an official of the Department based in a regional office, who is responsible for managing the Project stated in the Annexure/s;

"Project Participant"

means EPWP participant or any beneficiary placed under this partnership;

"Project Plan"

means the defined scope, timelines, deliverables and budget

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"Signature Date"

means the date on which the last Party signs this MoU;

"Termination Date"

means the date following the last day of this MoU, unless this MoU is terminated earlier in terms of clause 3.3 below or is extended for a further period based on mutual agreement between the Parties.

2. For purposes of this MoU, the following shall apply, unless otherwise provided and/or the context otherwise requires:
 - 2.1. a reference to any one gender, whether masculine or feminine includes the other;
 - 2.2. any word or expression defined in, and for the purposes of, this MoU shall if expressed in the singular include the plural and vice versa, and a cognate word or expression shall have a corresponding meaning;
 - 2.3. references to a statutory provision include any subordinate legislation made from time to time under that provision and references to a statutory provision includes that provision as from time to time modified or re-enacted as far as such modification or re-enactment applies, or is capable of applying, to this MoU or any transaction entered into in accordance with this MoU;
 - 2.4. words and expressions defined in any law which is referred to in this MoU and which are not defined in this MoU shall, if and in the context of and/or in relation to that law, have the same meanings in this MoU as those ascribed to them in that law;
 - 2.5. any word and expression defined in any clause shall, unless the application of the word or expression is specifically limited to the clause in question, bear the meaning ascribed to the word or expression throughout this MoU;
 - 2.6. if any provision in a definition is a substantive provision conferring a right or imposing an obligation on any party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this MoU;
 - 2.7. no rule of construction shall be applied to the disadvantage of a party to this MoU because that party was responsible for or participated in the preparation of this MoU or any part of it;

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- 2.8. the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s;
- 2.9. if any period is referred to in this MoU by way of a reference to a number of days or weeks or months or other intervals, the period shall be reckoned exclusively of the first day and inclusively of the last day of the relevant interval, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;
- 2.10. any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, months or years, as the case may be;
- 2.11. if the due date for performance of any obligation in terms of this MoU is a day which is not a Business Day then the due date for performance of the relevant obligation shall be the following Business Day;
- 2.12. if any obligation or act is required to be performed on a particular day it shall be performed by 16h30 (local time at the place where the obligation or act is required to be performed) on that specified day;
- 2.13. no provision of this MoU shall constitute a stipulation for the benefit of any person (stipulation *alteri*) who is not a Party to this MoU;
- 2.14. words or expressions having a meaning which is similar to any word or expression which is defined in this MoU shall have the same meaning as the word or expression which is so defined;
- 2.15. in the event of any conflict between the main body of this MoU and any annexures hereto, the provisions of the main body of this MoU will prevail between the Parties;
- 2.16. all the headings and sub-headings in this MoU are for convenience only and are not to be taken into account for the purposes of interpreting it;
- 2.17. this MoU shall bind the Parties and their respective successors-in-title; and
- 2.18. in the event that any of the terms of this MoU are found to be invalid, unlawful or unenforceable, such term will be severable from the remaining terms, which will continue to be valid and enforceable.
- 2.19. The MoU shall be read and interpreted in its fullness and all other documents relating to the MoU shall be deemed to form Annexures to the MoU.

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3. COMMENCEMENT AND DURATION

- 3.1 Notwithstanding the Signature Date, the MoU shall Commence on the date of signature of the Partnership Acceptance Letter, as agreed upon between the Parties and shall remain in force for a period of three (3) years or until any initiative linked to the MoU is completed.
- 3.2 Subject to the provisions of clause 14.3. below, this MoU may be extended for a further period, by agreement between the Parties, under the same or any other terms and conditions, as agreed upon between the Parties.
- 3.3 Notwithstanding the provisions above, either Party may terminate this MoU by giving the other Party 2 (two) months' written notice to such effect. Such request for termination shall not be entertained if it is initiated where there is an active employment contract that binds the Department as termination of such a contract might result in legal implications and shall only cease to exist at termination of the employment contracts at the end of the contract period.
- 3.4 The Parties agree that there shall be no automatic renewal or expectation of future renewal/extension of this MoU. Any decision to renew or extend shall be taken in consultation between the Parties and require written consent by each Party.

4. OBJECTIVES

- 4.1 The objectives of the initiatives under this MoU are to provide support in the implementation of initiatives that advance environmental benefits for both Parties and the citizens, focusing on the following:
- 4.1.1 contribution to job creation through utilisation of local labour, with priority given to the participation of youth, women and people living with disabilities;
 - 4.1.2 contribution towards the improvement of life of local inhabitants through the implementation of EPWP Projects;
 - 4.1.3 better improvement of the environmental management practices towards biodiversity conservation objectives under the National Biodiversity Strategies and Action Plans and Global Biodiversity Framework; and
 - 4.1.4 improved support for sound environmental management.

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5. AREAS OF COOPERATION

- 5.1 Notwithstanding the rights of the Parties to agree on the scope of work of collaboration and in alignment with clause 4 above, the following areas shall form a framework for collaboration between the Parties: Working for Water, Working for the Coast (for coastal provinces/municipalities), Working on Waste, Working on Wetlands, People and Parks (Environmental monitors), Youth Empowerment and Development and Local government support services. The areas may be considered after consultation between the Parties to ensure alignment with the Strategic interventions of the Department.

6. ROLES OF THE PARTIES

- 6.1. The MoU serves as a strategic framework to regulate a partnership with roles to be determined on a case-by-case basis, which case can be initiated by either party, with specific scope and roles and responsibilities applicable.
- 6.2. The roles and responsibilities are to be negotiated and agreed to by both parties before commencement of any initiative, including but not limited to:
- 6.2.1 In the case of EPWP projects and notwithstanding the roles and responsibilities of Parties as required in each project, the Partnership Proposal and Acceptance letters serve to provide standards roles and responsibilities which may be reviewed and agreed to depending on the needs of each project.
- 6.2.2 The Parties agree to define a detailed Project plan with timelines and milestones, which project Plan shall be attached as an Annexure to this MOU.
- 6.3. Parties agree that any addition of projects/initiative under this MoU shall be done in writing and confirmed by signed partnership invitation and its acceptance letters, which shall be attached to this MoU as Annexures.
- 6.4. Such roles and responsibilities to be agreed to between the Parties may not be ceded to a third party without prior written agreement between the two Parties.

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- 6.5. The Parties agree that no initiative under this MoU shall commence without expressed consent from the other Party.

7. GOVERNANCE STRUCTURES

- 7.1. The Parties agree to establish a Project Advisory Committee (PAC) which is a project governance structure which supports the implementation of all projects initiated under this MoU specifically monitoring and reporting on the progress delivery of the project outputs and achievement of the project from planning and implementation to close-out phases. The PAC shall operate according to the approved Terms of Reference (Annexure B).

8. CO-OPERATION

- 8.1 Each Party shall co-operate with the other in the exercise and performance of their respective rights and obligations under this Agreement. The Parties agree that any other agreements entered into between the Partner and its implementing partners, to which the Department is not a signatory, will not be binding on the Department.

9. MANAGEMENT AND OVERSIGHT OF THE AGREEMENT

To oversee the execution of this MoU, the Parties shall each appoint one Principal Manager through whom all requests and plans will be made.

Partner:

Accounting Officer/delegated official: Name, her/his delegate or his/her successor in title.

The Department:

Deputy Director General: Programmes or his/her delegate or his/her successor in title.

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Each Party shall be bound to show the utmost good faith to the other to all matters arising from or in terms of this MoU.

11. CONFIDENTIALITY

11.1. Notwithstanding the cancellation or termination of this MoU, neither Party ('Receiving Party') shall, at any time after the conclusion of this MoU, disclose to any person or use in any manner whatever the other Party's Confidential Information or the existence and contents of this MoU; provided that:

11.1.1 the Receiving Party may not disclose another Party's Confidential Information and the existence and contents of this MoU;

11.1.2 to the extent required by law (other than in terms of a contractual obligation of the Receiving Party), to permit the use thereof by, its employees, representatives and professional advisers to the extent strictly necessary for the purpose of implementing or enforcing this MoU or obtaining professional advice or conducting its business. It is specifically recorded that any disclosure or use by any such employee, representative or adviser of such confidential or other information for any other purpose shall constitute a breach of this clause.

11.2. The provisions of this clause shall cease to apply to any Confidential Information of a Party which:

11.2.1 is or becomes generally available to the public other than as a result of a breach by the Receiving Party of its obligations in terms of this clause; and

11.2.2 is also received by the Receiving Party from a Third Party who did not acquire such Confidential Information subject to any duty of confidentiality in favour of another Party; or was known to the Receiving Party prior to receiving it from another Party.

12. DISPUTE RESOLUTION

12.1. Any disagreement or dispute arising between the Parties with regards to implementation, application, interpretation or breach of this MoU shall be settled as follows:

12.1.1 a disagreement or dispute must be initiated in writing;

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- 12.1.2 the Parties must initially make all reasonable efforts to settle any such difference or dispute through consultation and negotiation;
- 12.1.3 should either Party allege that there has been any non-compliance by the other Party, in respect of any of the material terms and conditions of this MoU, the duly appointed on-site representatives of the Parties must first attempt to resolve the matter amicably;
- 12.1.4 should settlement not be achieved in terms of clause 12.1.3 above, the Party alleging non-compliance with this MoU shall, in writing, advise the other party of its non-compliance;
- 12.1.5 the Party against whom material non-compliance is alleged must respond to the written allegation of the other party within 7 (seven) days of receiving written notification of non-compliance from the other Party;
- 12.1.6 the Parties should convene a meeting within 10 (ten) calendar days after the date of the correspondence referred to in clause 12.1.5 above has been received by the particular Party;
- 12.1.7 at the aforesaid meeting, the Parties shall attempt to reach agreement in relation to whether or not any party has failed to comply with any of the material terms and conditions of this MoU;
- 12.1.8 if the Parties fail to reach agreement as envisaged in clause 12.1.7 above, a formal intergovernmental dispute may be declared by the aggrieved party in terms of section 41 of the Intergovernmental Relations Framework Act, 2005 (Act No. 13 of 2005); and
- 12.1.9 if a formal intergovernmental dispute is declared, the procedures set out in sections 42 to 45 of the Intergovernmental Relations Framework Act, 2005 (Act No. 13 of 2005) shall apply.

13. DOMICILIUM AND NOTICES

13.1. Notices

- 13.1.1 Any notice to be given in terms of this MoU shall be given in writing and shall be deemed validly served within 1 (one) calendar day after the day on which it shall have been transmitted by email to the other Party.

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- 13.1.2 Any notice posted by prepaid registered post to the postal address of the other Party that is mentioned in this MoU shall be deemed validly served within 10 (ten) calendar days after the day on which it shall have been posted.

Postal Address

The Department:

The Deputy Director-General : Environmental Programmes
Department of Forestry, Fisheries and the Environment
Private Bag X 447
Pretoria,
0001

Att : Dr Nonhlanhla Mkhize
Tel: 012 399 9510
Email: npmkhize@dfle.gov.za

The Partner

The Acting Municipal Manager
Umdoni Local Municipality
PO Box 19
SCOTTSBURGH
4240

Att: Mr. DD Naidoo
Umdoni Local Municipality
Tel: 039 976 1202
Email: ddnaidoo@umdoni.gov.za

13.2. Domicilium

The following addresses are respectively chosen by the Parties as their domicilium citandi et executandi for all purposes arising out of this MoU and for the service of legal documents and delivery of notices:

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Physical Address

The Department:

The Director-General

Department of Forestry, Fisheries and the Environment

473 Steve Biko Road

Arcadia Pretoria

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The Partner

The Acting Municipal Manager

Umdoni Local Municipality

Corner Bram Fischer & Williamson Street

SCOTTSBURGH

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13.3. Any hand-delivered notice shall be deemed validly delivered to the Party on the date of delivery.

13.4. Each Party shall have the right at any time to substitute its said *domicilium* / postal address with another address by giving written notice of the appointment of the new address to the other Party in accordance with the terms of this MoU, which change of its said *domicilium* / postal address shall only become applicable 10 (ten) calendar days after the date of receiving such notice.

14. GENERAL

14.1. This MoU and its annexures constitute the whole record of the MoU between the Parties in relation to the subject matter hereof.

14.2. No Party shall be bound by any representation, warranty, promise or the like not recorded in this MoU.

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14.3. No addition to, variation, or agreed cancellation of this MoU shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

14.4. No indulgence which any Party may grant to any other shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

14.5. This MoU (including its validity, existence and implementation, the interpretation and application of its provisions, the respective rights and obligations of the Parties in terms of and arising out of the conclusion, breach and termination of the provisions of this MoU), shall be interpreted and governed in terms of the South African law.

14.6. All costs, charges and expenses of every nature whatever which may be incurred by any Party in enforcing its rights in terms of this MoU, including without limiting the generality of the foregoing, legal costs on the scale as between attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from the Party against which such rights are successfully enforced.

14.7. Notwithstanding the conclusion of this MoU, the Department will not transfer any funds to the Partner.

14.8. This MoU is valid until the completion of the Project.

15. PROTECTION OF PERSONAL INFORMATION

15.1. In Implementation of the Agreement, the Parties undertake to: -

15.1.1 comply with the provisions of the POPI Act as amended or substituted from time to time;

15.1.2 treat all Personal Information strictly confidential as defined within the parameters of the POPI Act;

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- 15.1.3 process Personal Information only in accordance with the consent for which it was obtained in terms of the empowering legal provision / agreement, or for the purpose agreed to and any lawful and reasonable written instructions received from them (alternative may be: supplier of such information or Disclosing Party) and as permitted by law;
 - 15.1.4 process Personal Information in compliance with the requirements of all applicable laws;
 - 15.1.5 secure the integrity and confidentiality of any Personal Information in its possession or under its control by taking appropriate, reasonable technical and organizational measures to prevent loss, damage, unauthorised destruction, access, use, disclosure or any other unlawful processing of Personal Information;
 - 15.1.6 not transfer any Personal Information to any third party in a foreign country unless such transfer complies with the relevant provisions of the POPI Act regarding transborder information flows; and
 - 15.1.7 not retain any Personal Information for longer than is necessary for achieving the purpose in terms of this MoU or in fulfilment of any other lawful requirement.
- 15.2 The Parties further undertake to ensure that all reasonable measures are taken to:
- 15.2.1 identify reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;
 - 15.2.2 establish and maintain appropriate security safeguards against the identified risks;
 - 15.2.3 regularly verify that the security safeguards are effectively implemented;
 - 15.2.4 ensure that the security safeguards are continuously updated in response to new risks or deficiencies in previously implemented safeguards;
 - 15.2.5 provide immediate notification to the other Party if a breach in information security or any other applicable security safeguard occurs and provide immediate notification to the other Party where there are reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person;
 - 15.2.6 remedy any breach of a security safeguard in the shortest reasonable time and provide the other Party with the details of the breach and, if

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applicable, the reasonable measures implemented to address the security
safeguard breach;

- 15.2.7 provide immediate notification to the other Party where either Party has,
or reasonably suspects that, Personal Information has been processed
outside of the purpose agreed to or consented to;
- 15.2.8 provide the other Party, upon request, with all information of any nature
whatsoever relating to the processing of the Personal Information for the
purpose in terms of this MoU and any applicable law; and
- 15.2.9 notify either Party, of the receipt of any request for access to Personal
Information, in its possession and relating to the Department or Umdoni
Local Municipality
- 15.3 Each Party reserves the right to inspect the Personal Information processing
operations, as well as the technical and organisational information security
measures employed by the other Party to ensure compliance with the provisions
of this MoU.
- 15.4 The provisions of this clause will survive the termination of this MoU, regardless
of cause, in perpetuity.

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Signed at Pretoria on this 14 day of May 2026 in the presence of the
undersigned witnesses.

[Signature]

FOR THE DEPARTMENT

DR NONHLAMHLA MKHIZE WHO BY HER
SIGNATURE HERETO WARRANTS THAT
SHE IS AUTHORISED TO SIGN ON BEHALF
OF THE DEPARTMENT

AS WITNESSES:

1.

[Signature]

2.

[Signature]

Signed at Scottburgh on this 11 day of April 2026 in the presence of the
undersigned witnesses.

[Signature]

FOR UMDONI LOCAL MUNICIPALITY

MR DD NAIDOO

BY HIS/HER SIGNATURE HERETO WARRANTS
THAT HE/SHE IS AUTHORISED TO SIGN ON
BEHALF OF THE MUNICIPALITY

S WITNESSES:

1.

Inga Msimpi
[Signature]

2.

[Signature]
[Signature]

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT AND
UMDONI LOCAL MUNICIPALITY, FOR THE IMPLEMENTATION OF A PARTNERSHIP FOR ENVIRONMENTAL AND RELATED INITIATIVES
WITHIN THE MANDATE OF THE DEPARTMENT

ANNEXURE A- PARTNERSHIP PROPOSAL AND ACCEPTANCE LETTERS

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ANNEXURE B-TERMS OF REFERENCE



forestry, fisheries
& the environment

Department of
Forestry, Fisheries and the Environment
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE (ToR)

FOR THE ESTABLISHMENT AND MANAGEMENT OF

A PROJECT ADVISORY COMMITTEE (PAC)

FOR EPWP FUNDED PROJECTS IMPLEMENTED

BY THE BRANCH: ENVIRONMENTAL PROGRAMMES

Department of Forestry, Fisheries and the Environment

February 2016

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MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT AND
UMDONI LOCAL MUNICIPALITY FOR THE IMPLEMENTATION OF A PARTNERSHIP FOR ENVIRONMENTAL AND RELATED INITIATIVES
WITHIN THE MANDATE OF THE DEPARTMENT

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TOR FOR PAC - BRANCH ENVIRONMENTAL PROGRAMMES (FEBRUARY 2025)

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MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT
UMDONI LOCAL MUNICIPALITY, FOR THE IMPLEMENTATION OF A PARTNERSHIP FOR ENVIRONMENTAL AND RELATED INITIATIVES
WITHIN THE MANDATE OF THE DEPARTMENT

ACRONYMS

CBOs	Community-Based Organisations
CPA	Community Property Associations (CPAs)
DFFE	Department of Forestry Fisheries and the Environment
EP	Environmental Programmes
EPWP	Expanded Public Works Programmes
MoA	Memorandum of Agreement
NGOs	Non-Governmental Organisations
OHS	Occupational Health & Safety
PAC	Project Advisory Committee
PM	Project Manager
SMMEs	Small Medium & Micro Enterprises
SOP	Standard Operating Procedures
ToR	Terms of Reference

TOR FOR PAC - BRANCH ENVIRONMENTAL PROGRAMMES (FEBRUARY 2025)

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1. INTRODUCTION

- 1.1 This document provides an overview of the Terms of Reference (ToR) and its related components that will guide the establishment and management of a Project Advisory Committee (PAC). The ToR is related to the Expanded Public Works Programmes (EPWP) funded projects implemented by the Branch, Environmental Programmes (EP) of the Department of Forestry, Fisheries, and the Environment (DFFE). Having a PAC and a related ToR in place for EPWP projects implemented by the Branch, EP is a requirement as per the Branch, EP's Standard Operating Procedures (SOP).
- 1.2 This document seeks to assist Project Managers (PM) of the Branch, EP, its Service Providers, DFFE Public Entities as well as interested and affected stakeholders in the establishment and management of the PAC to foster standardisation across the EP programmes. The PAC's role is to monitor and report on the progress of delivery of the project outputs and achievement of project outcomes, establish gaps/challenges in the process and provide guidance and advice for the advancement of the project for EP's consideration during the project management lifecycle. The ToR will clearly define the roles and responsibilities of the PAC members as well as their powers and their limitations.
- 1.3 The chairperson of the PAC, who is a DFFE official from the Branch, EP, should take stakeholders through the ToR during the first meeting of the PAC.

2. BACKGROUND

- 2.1 The Branch, EP is responsible for implementing the DFFE mandate through the Expanded Public Works Programmes (EPWP) approach. As a public employment intervention, EPWP contributes towards addressing unemployment, poverty, and inequality. EP liaises with other branches of the DFFE and, where possible, ensures the implementation of policy commitments through a labor-intensive EPWP approach. In its implementation activities, EP prioritizes compliance with the national demographic targets of vulnerable sectors of society (60% women, 55% youth, and 2% people living with disabilities). In job creation, EP integrates skills development and supports the development of SMMEs.
- 2.2 To ensure efficient project management of EP projects, the branch collaborates with public entities, municipalities and national and provincial departments. The branch also engages with academia, community-based organisations (CBOs), non-governmental organisations (NGOs), Community Property Associations (CPAs), traditional authorities etc., in implementing its

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projects. Other stakeholders include EPWP participants, Service Providers and DFFE public entities.

- 2.3 EP projects include those that are implemented by service providers appointed by the Branch EP, DFFE public entities and those that use the in-house implementation model.

3. PURPOSE OF THE TERMS OF REFERENCE

- 3.1 The EP Branch SOP requires the identification and confirmation of a PAC with ToR for all EPWP projects funded by Branch EP. It is deemed necessary to have a standardised approach to a ToR for a PAC and to clearly outline the mandate and management of the PAC to ensure that all stakeholders have a meaningful understanding of this structure.

- 3.2 The main purpose of the PAC is to ensure that all relevant stakeholders are apprised and actively participate in advising on project processes pertaining to the implementation of EPWP-funded projects within the Branch EP.

4. OBJECTIVES OF THE TERMS OF REFERENCE

- 4.1 This ToR seeks to assist the Branch EP, its Service Providers, DFFE Public Entities as well as interested and affected stakeholders, in the establishment and management of the PAC to foster standardisation across the EP programmes and to enhance collaboration in the implementation of EP projects.

5. APPLICATION OF THE TERMS OF REFERENCE

- 5.1 These terms of reference shall apply to all members of the PAC that have been established for EPWP projects implemented and/or funded by the Branch EP.

6. FUNCTIONS OF THE PAC

The functions of the PACs shall include:

- 6.1 Creating a platform where relevant stakeholders are informed and updated on the project during the planning, implementation and closeout project management phases (as outline in the Branch SOP), for the successful implementation of EPWP projects implemented by the Branch EP.
- 6.2 Provide an opportunity for stakeholders to actively participate, share experiences, identify gaps/challenges as well as to make recommendations and advise on mechanisms and solutions to address them.

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- 6.3 Monitor and report on the delivery of the project outputs and achievement of project outcomes
- 6.4 Ensuring community participation in the project, to develop a sense of inclusion and ownership during project implementation and post-project close-out or handover
7. COMPOSITION, MEMBERSHIP AND QUORUM
- 7.1 The PAC comprises representatives from various stakeholders that are interested in and affected by the project
- 7.2 The following representatives must form part of the Project Advisory Committee, at a minimum, to form a quorum for meetings to take place
- i) The EP Project Manager (or delegated EP official) responsible for the project (compulsory)
 - ii) The Service Provider/Public Entity appointed by EP to implement the project (compulsory)
 - iii) A representative from the local and district municipality (compulsory)
 - iv) A representative from the EP Local Government Support unit (compulsory)
- 7.3 The following representatives should be encouraged to form part of the PAC because their involvement helps to ensure broad representation, facilitates local engagement, and contributes to a more comprehensive understanding of community, environmental, and governmental needs that could impact the successful implementation of the project
- v) Representatives from the Trust / Communal Property Association (CPA) and Traditional Authorities where applicable
 - vi) A representative from the provincial department
 - vii) Interested parties (including Local Businesses or Chambers of Associations where applicable)
 - viii) DFFE Public Entities (where applicable).
 - ix) Other relevant stakeholders (including landowners, NGOs, CBOs etc where applicable)
 - x) Where applicable, additional members shall include the Occupational Health & Safety (OHS) officer

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x) EPWP participants and SMME team leaders or representatives

- 7.4 For consistency and accountability purposes, each stakeholder shall formally nominate a permanent representative and a seconded to attend PAC meetings.
- 7.5 A list of all nominees with their contact details must be compiled and kept by the secretariat.
- 7.6 For PAC meetings to be declared duly representative, the representatives of this structure should be invited and present at the meetings.
- 7.7 The PAC should meet at least quarterly.

8. POWERS AND LIMITATIONS

8.1 The responsibilities of the Project Advisory Committee are limited to:

- Monitoring and reporting on the delivery of the project outputs and achievement of project outcomes.
- Providing advice to the project during the implementation and closeout stages.
- Keeping all relevant stakeholders informed and updated about the projects.
- Participating in the process of selection of participants based on the approved recruitment policy or strategy.

8.2 The limitations of the Project Advisory Committee include amongst others:

The limitations of the Project Advisory Committee encompass, among others

- Participation should not be influenced by political ideologies.
- Non-involvement in the daily operation of the project.
- Avoidance of direct or indirect financial involvement with programme and project participants.
- Restriction regarding family relationship between members and project participants.
- Prohibition against making or discussing any decision that adversely affects the project or its budget.
- Avoidance of prescribing to the Branch EP on project management or action that could adversely affect the deliverables as recorded in the contract documents.
- Prohibition to taking over the implementation of the projects from the appointed EP Service Provider/Public Entity.
- Inhibition against acting on behalf of the Branch EP or EP-appointed Service Provider/Public Entity in the management of the project.

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MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT AND
UMDONG LOCAL MUNICIPALITY, FOR THE IMPLEMENTATION OF A PARTNERSHIP FOR ENVIRONMENTAL AND RELATED INITIATIVES
WITHIN THE MANDATE OF THE DEPARTMENT

- Avoidance of communicating messages that have not been sanctioned by the appointed Service Provider/Public Entity and the Branch EP

that members reported and/or found to have breached any of the above limitations will be recused from participating in the PAC

9 ACCOUNTABILITY AND REPORTING

- 9.1 The EP official shall chair all PAC meetings, or a representative will be assigned by the choosing of the EP official.
- 9.2 The chairperson will induct all stakeholders on the ToR for a PAC
- 9.3 Establishment of the PAC is the responsibility of EP Project Manager.
- 9.4 The EP representative and/or EP-appointed Service Provider/Public Entity will present progress on the project to the PAC members for information-sharing purposes, highlighting the successes and challenges as well as obtaining their advice.
- 9.5 Reporting at the PAC meeting shall be done in the prescribed format by the Branch EP and will include but not be limited to project progress, challenges, financial expenditure and business plan amendment.
- 9.6 Monitoring will be done by the Branch EP and EP appointed Service Provider/Public Entity in terms of meeting deliverables and compliance.

10. PAC SITTINGS

- 10.1 The PAC shall convene at least quarterly. The schedule of meetings of the Project Advisory Committee shall be determined by the committee in its first meeting.
- 10.2 The roles and responsibilities of the different representatives or members of the Project Advisory Committee shall be outlined in the first meeting. The roles should be in line with the provisions of this document together with all other EP policy and guideline documents, including the Branch SOP

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11. MEETINGS AND RECORDS

- 11.1 The Project Advisory Committee meetings will be coordinated by the EP Project Manager, as the chairperson and based on an agreed schedule
- 11.2 For in-house projects: The PAC Chairperson shall appoint the secretariat to keep written records of the meetings including, but not limited to attendance registers, minutes etc. The draft minutes shall be submitted to the chairperson of the PAC for confirmation prior to circulating it to other stakeholders. The final minutes and attendance register of every meeting should be circulated to all stakeholders within two weeks after the meeting. Such records will form part of the project report. The Secretariat will arrange all the logistics for the PAC meetings.
- 11.3 For projects implemented by SPs/Public entities, the secretariat, who will be a representative of the SP/Public entity will be responsible for keeping written records of the meetings including, but not limited to attendance registers, minutes etc. The draft minutes shall be submitted to the chairperson of the PAC for confirmation prior to circulating it to other stakeholders. The final minutes and attendance register of every meeting should be circulated to all stakeholders within two weeks after the meeting. Such records will form part of the project report. The Secretariat will arrange all the logistics for the PAC meetings.

12. DURATION

- 12.1 The tenure of the Project Advisory Committee shall be for the duration of the project.
- 12.2 The composition and membership of the PAC should be reviewed every 24 months (at a maximum) to ensure the rotation of their representatives and maintain continuity of representation on the PAC.
- 12.3 For projects that are ongoing and/or overlapping local government election terms the duration, the newly elected councillor could be invited to the PAC to ensure continuity.

13. RECOMMENDATIONS

- 13.1 Any recommendation made by the Project Advisory Committee which has an impact on the implementation of the project or any budgetary implications, shall be officially communicated in writing to the Branch: EP for consideration and a viable way forward.
- 13.2 Any other recommendations made solely for the efficient operation of the project can be implemented with the EP Project Manager and Service Provider/Public Entity's consent.

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- 13.3 The PAC's authority is limited to recommending and advising and will have no decision-making powers relating to the project itself.

14. REMUNERATION

- 14.1 No remuneration or payment of any kind, including costs relating to logistical arrangements, will be provided to members of the Project Advisory Committee.

15. USE OF EXISTING STRUCTURES

- 15.1 The use of existing structures will be considered if the following conditions are met:
- a) **Written Approval:** If an existing structure can replace and serve the same role as a PAC, prior written approval from the ODG must be obtained before deviating from the PAC requirement (as outlined in the Branch SOP).
 - b) **Utilising the TOR:** The TOR for the establishment of the PAC should be used as a guideline to ensure that project discussions are structured appropriately, including a minimum frequency of quarterly meetings.
 - c) **Clarification of Roles:** Existing structure stakeholders should be informed, in writing, that they have no decision-making powers regarding the project. Their role should clearly be communicated as advisory, focussing on information sharing.
 - d) **Proper Record Keeping:** Proper record-keeping practices should be implemented and all documentation, including the TOR, agendas, minutes of meetings, and attendance registers (as outlined in the Branch SOP) should be properly recorded and filed.

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