



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: Department Forestry, Fisheries and the Environment

And duly authorised thereto

And

UMNDONI LOCAL MUNICIPALITY

Hereinafter referred to as "the Municipality"

Represented by Mrs AN Dlamini, in her capacity as Acting Municipal Manager

And duly authorised thereto

For

KZN - WftC Umthavuna River to Mahlongwa River (25/26)

(The Project)

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PREAMBLE

WHEREAS the Department of Forestry, Fisheries and the Environment (Department) through Environmental Programmes (EP) Branch 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;

WHEREAS Umndoni Local Municipality agrees to deliver in accordance with this Memorandum of Understanding (MoU);

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

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS

In this MoU:-

"Business Day"	means all weekdays, Monday to Friday, excluding those defined as public holidays, by the Department of Home Affairs;
"Department"	means the Department of Forestry, Fisheries and the Environment or its agents;
"EPWP"	means Expanded Public Works Programme;
"MoU"	means this Memorandum of Understanding together with its annexures or schedules, if applicable as may be amended or

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supplemented or modified in accordance with the provisions of this MoU;

"Municipality"

means Umndoni Local Municipality

"Parties"

mean the Department and the uMndoni Local Municipality, and
"Party" means either of them as indicated by the context;

"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
- (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;

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MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT AND UMNDOMI LOCAL MUNICIPALITY, FOR KZN – WfTC UMTHAVUNA RIVER TO MAHLONGWA RIVER (25/26)

"POPI Act"	means the Protection of Personal Information Act, 2013 (Act No. 4 of 2013);
"Project"	means the KZN – WfTC Umtlavuna River to Mahlongwa River (25/26)
"Project Deliverables"	mean the carrying out of project activities and provision of the Services and the exercise and performance of all other rights and obligations of the Department under this MoU;
"EPWP Project Participant"	means Project Participant contracted for the KZN – WfTC Umtlavuna River to Mahlongwa River (25/26)
"Provincial Project Manager"	means an official of the Department based in a regional office, who is responsible for managing the KZN – WfTC Umtlavuna River to Mahlongwa River (25/26)
"Signature Date"	means the date on which the last Party signs this MoU.
"Stipend"	means monthly allowance payable to a EPWP Project Participant placed in the Project under this MoU. The stipend will be paid at a rate determined by the Department; and
"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;

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- 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. 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;
- 2.8. 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;
- 2.9. 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;
- 2.10. 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;
- 2.11. 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;

- 2.12. 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;
- 2.13. 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;
- 2.14. 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;
- 2.15. 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;
- 2.16. this MoU shall bind the Parties and their respective successors-in-title; and
- 2.17. 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.

3. COMMENCEMENT AND DURATION

- 3.1 This MoU shall come into operation on the Signature date and shall terminate on 30 November 2025.
- 3.2 The Parties agree that the Project will only be implemented once the MoU has been signed by both Parties.
- 3.3 Notwithstanding the provisions above, either Party may terminate this MoU by giving the other Party 1 (one) month' written notice to such effect.

4. OBJECTIVES

- 4.1. The objectives of this Project are to:
 - 4.1.1 contribute to job creation through utilisation of local labour;
 - 4.1.2 strengthening support for Small Medium and Micro Enterprises (SMMEs); and
 - 4.1.3 better the environmental management practices from the source rivers and along the coast.

5. ROLES OF THE PARTIES

5.1. The Department shall:

- 5.1.1. be and remain at all times the employer of any EPWP Project Participants placed within the Municipality employed through this Project;
- 5.1.2. sign the contracts directly with the EPWP Project Participants for the duration of the Project;
- 5.1.3. be solely responsible for the payment of the EPWP Project Participants' stipends placed within the Municipality in accordance with Ministerial Determination No. 4: Public Works Programmes as contained in Government Gazette No. 35310 of 04 May 2012, as amended from time to time and wage rate provided for in the approved Departmental project business plan on the 15th day of each month following the reporting month. If the 15th falls on a weekend or a public holiday, the working day thereafter shall be regarded as the due date;
- 5.1.4. be responsible for the capturing of Project plans online;
- 5.1.5. be responsible for the payment of Compensation for Occupational Injuries and Diseases (COID) and Unemployment Insurance Fund (UIF) on behalf of the EPWP Project Participants;
- 5.1.6. administer the daily, weekly and monthly wage registers facilitated by the team of supervisors and clerks employed by the Project;
- 5.1.7. manage the project and supervise the EPWP Project Participants for the duration of the programme, with the assistance from the Municipality; and
- 5.1.8. conduct together with the Municipality compulsory induction training for EPWP Project Participants focussing on health and safety related, EPWP requirements and signing of employment contracts.

5.2. The Municipality shall:

- 5.2.1. not, in any way, undermine the implementation of this Project but shall use its best endeavours to support the Project fully;
- 5.2.2. be responsible for the recruitment of the EPWP Project Participants in line with the EPWP Guidelines for the Recruitment and Appointment of Workers, as amended from time to time, preferably those who are residing within the affected areas to avoid

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- spending stipend on transport (travelling to and from home); and work within the agreed scope;
- 5.2.3. submit to the Department's Provincial Project Manager the final list of recruited EPWP Project Participants together with the relevant compliance documents (Certified and Clear Identity Document copies, Bank confirmation letters, Disability Declaration forms) for processing;
- 5.2.4. the recruited EPWP Project Participants shall comprise of 55% Youth, 60% of Women and 2% People living with disabilities;
- 5.2.5. conduct together with the Department compulsory induction training for EPWP Project Participants focussing on health and safety, waste management, EPWP requirements and signing of employment contracts;
- 5.2.6. establish a good working relationship with the Department's Provincial Project Manager;
- 5.2.7. identify the coastal sites where the EPWP Project Participants will work with the aim of ensuring maximum impact and to avoid too much over spreading of EPWP Project Participants;
- 5.2.8. procure and supply EPWP Project Participants with personal protective clothing (PPC): (conti-suits, safety boots and gloves) before the project starts,
- 5.2.9. procure and supply EPWP Project Participants with tools and equipment: (rakes, brooms, refuse bags and litter picking sticks) before the project starts. No project shall start without proof that PPC, tools and equipment are available for the EPWP Project Participants,
- 5.2.10. provide storage for tools and equipment;
- 5.2.11. provide workstation for Project administration support;
- 5.2.12. provide medical screening (where required / applicable);
- 5.2.13. assist with the compliance of the Project with regards to the requirements of Occupational Health and Safety Act, 1993 (Act No. 83 of 1993);
- 5.2.14. assist with daily managing and monitoring of the EPWP Project Participants for the duration of the MoU;
- 5.2.15. provide transport, where necessary, such as waste management trucks to transport waste to the landfill site and the recyclables to the buy-back centres;

- 5.2.16. administer the daily wage registers and other EPWP related documents and submit them to the Department for processing.
- 5.2.17. secure venues for induction training and signing of employment contracts;
- 5.2.18. manage the project and supervise the EPWP Project Participants for the duration of the MoU, with the assistance from the Department; and
- 5.2.19. avail yourselves and relevant stakeholders for bi-monthly progress meetings.

5.3 The Parties agree that the EPWP Project Participant shall only be responsible for litter picking, sweeping, cleaning, clearing of gutters and walkways along the coastal areas.

6. CO-OPERATION

Each Party shall co-operate with the other in the exercise and performance of their respective rights and obligations under this MoU.

7. MANAGEMENT AND OVERSIGHT OF THE MOU

To supervise the execution of this MoU, the Parties each appoint the following Principal Coordinator through whom all requests and plans will be made.

uMndoni Local Municipality: Acting Municipal Manager: Mrs AN Dlamini, his delegate or his successor in title.

And

The Department: Chief Director: Mr. Ahmed Khan Environmental Programmes
Region 2 or his delegate or his successor in title.

8. GOOD FAITH

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.

9. CONFIDENTIALITY

9.1. 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:

9.1.1. the Receiving Party may disclose another Party's Confidential Information and the existence and contents of this MoU;

9.1.2. 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.

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

9.2.1. 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

9.2.2. 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.

10. DISPUTE RESOLUTION

- 10.1. Any disagreement or dispute arising between the Parties with regards to implementation, application, interpretation or breach of this MoU shall be settled as follows:
- 10.1.1. a disagreement or dispute must be initiated in writing;
 - 10.1.2. the Parties must initially make all reasonable efforts to settle any such difference or dispute through consultation and negotiation;
 - 10.1.3. should either Party alleges 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;
 - 10.1.4. should settlement not be achieved in terms of clause 10.1.3 above, the Party alleging non-compliance with this MoU shall, in writing, advise the other party of its non-compliance;
 - 10.1.5. 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;
 - 10.1.6. the Parties should convene a meeting within 10 (ten) calendar days after the date of the correspondence referred to in clause 10.1.5 above has been received by the particular Party;
 - 10.1.7. 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;
 - 10.1.8. if the Parties fail to reach agreement as envisaged in clause 10.1.7 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
 - 10.1.9. if a formal intergovernmental dispute is declared, the procedures as set out in sections 42 to 45 of the Intergovernmental Relations Framework Act, 2005 (Act No. 13 of 2005) shall apply.

11. DOMICILIUM AND NOTICES

11.1. Notices

11.1.1. 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 telefax to the other Party or on the same day should transmission be by way of email.

11.1.2. 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:

11.1.2.1 The Department:

Postal Address:

The Director-General

Department of Forestry, Fisheries and the Environment
Environment House

473 Steve Biko Road, Cnr Soutspansberg Road,
Arcadia,
Pretoria,
0001

Att : Mr. Ahmed Khan

Tel: 021 441 2729

Email : akhan@dfre.gov.za

11.1.2.2 The Municipality

Postal Address:

Mrs A.N Dlamini

Acting Municipal Manager

Umdoni Local Municipality

Cnr Bram Fischer & Williamson

P.O Box 19

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Att : Mrs A.N Dlamini

Tel: 083 637 0905

Email: Nandidlamini1977@gmail.com
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11.2 *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:

Physical Address:

The Department:

The Director-General

Department of Forestry, Fisheries and the Environment

473 Steve Biko Road

Arcadia

Pretoria

0083

The Municipality

Municipal Mayor

Umdoni Local Municipality

Cnr Bram Fischer & Williamson

P.O Box 19

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

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- 11.4 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 ten (10) calendar days after the date of receiving such notice.

12. GENERAL

- 12.1. This MoU and its annexures constitute the whole record of the MoU between the Parties in relation to the subject matter hereof.
- 12.2. No Party shall be bound by any representation, warranty, promise or the like not recorded in this MoU.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. Notwithstanding the conclusion of this MoU, the Department will not transfer any funds to the Municipality.
- 12.8. This MoU is valid until the termination or end date of the Project.

13. PROTECTION OF PERSONAL INFORMATION

13.1 The Parties undertake to: -

- 13.1.1 comply with the provisions of the POPI Act as amended or substituted from time to time;
- 13.1.2 treat all personal information strictly confidential as defined within the parameters of the POPI Act;
- 13.1.3 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 the (alternative may be: supplier of such information or Disclosing Party) and as permitted by law;
- 13.1.4 process personal information in compliance with the requirements of all applicable laws;
- 13.1.5 secure the integrity and confidentiality of any personal information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss, damage, unauthorised destruction, access, use, disclosure or any other unlawful processing of personal information;
- 13.1.6 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
- 13.1.7 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.

13.2 The Parties further undertake to ensure that all reasonable measures are taken to:

- 13.2.1 identify reasonably foreseeable internal and external risks to the personal information in its possession or under its control;
- 13.2.2 establish and maintain appropriate security safeguards against the identified risks;
- 13.2.3 regularly verify that the security safeguards are effectively implemented;
- 13.2.4 ensure that the security safeguards are continuously updated in response to new risks or deficiencies in previously implemented safeguards;
- 13.2.5 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

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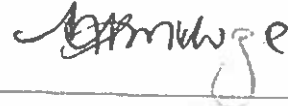
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- where there are reasonable grounds to believe that the personal information has been accessed or acquired by any unauthorised person;
- 13.2.6 remedy any breach of a security safeguard in the shortest reasonable time and provide the other Party with the details of the breach and, if applicable, the reasonable measures implemented to address the security safeguard breach;
- 13.2.7 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;
- 13.2.8 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
- 13.2.9 notify either Party, of the receipt of any request for access to personal information, in its possession and relating to the Department or Municipality.
- 13.3 The 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.
- 13.4 The provisions of this clause will survive the termination of this MoU, regardless of cause, in perpetuity.

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT AND UMNDONI LOCAL MUNICIPALITY, FOR KZN - WFTC UMTHAVUNA RIVER TO MAHLONGWA RIVER (25/26)

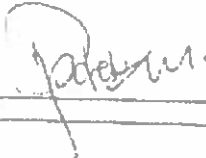
Signed at Pretoria on this 20 day of June 2025 in the presence of the undersigned witnesses.



FOR THE DEPARTMENT

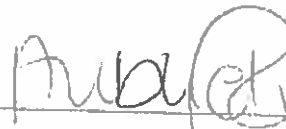
DR NONHLANHLA MKHIZE WHO BY HER SIGNATURE HERETO WARRANTS THAT SHE IS AUTHORISED TO SIGN ON BEHALF OF THE DEPARTMENT

AS WITNESSES:

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Signed at Scottburgh on this 12 day of June 2025 in the presence of the undersigned witnesses.



FOR UMNDONI LOCAL MUNICIPALITY, MS AN DLAMINI WHO BY HER SIGNATURE HERETO WARRANTS THAT SHE IS AUTHORISED TO SIGN ON BEHALF OF THE MUNICIPALITY

AS WITNESSES:

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2. 