



SPECIFIC AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

AND

**THE GOVERNMENT OF THE
KINGDOM OF BELGIUM**

ON

**POST SETTLEMENT AND
DEVELOPMENT SUPPORT TO LAND
REFORM BENEFICIARIES**

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PREAMBLE

The Government of the Republic of South Africa (hereinafter referred to as "South Africa") and the Government of the Kingdom of Belgium, (hereinafter referred to as "Belgium"), (hereinafter jointly referred to as the "Parties" and separately as a "Party");

HAVING regard to the "General Agreement on Development Cooperation between the Government of the Kingdom of Belgium and the Government of the Republic of South Africa", signed on 8 July 2002, of which this Agreement is a subsidiary Agreement that will be executed within the provisions of the General Agreement and within the provisions of any other Agreement that may complete, replace or amend it;

HAVING regard to the "Agreement regulating Technical Assistance" signed on 18 October 2002, between the Parties;

HAVING regard to the Indicative Cooperation Programme between the Parties;

HAVING regard to the "Specific Agreement on Post Settlement and Development Support to Restitution Beneficiaries for the Commission on Restitution of Land Rights in the Department of Land Affairs" between the Government of the Kingdom of Belgium and the Government of the Republic of South Africa, signed on 30th of November 2006;

HAVING regard to the Note Verbale of the 23rd of March 2007, referring to the new management contract signed between the Government of the Kingdom of Belgium and its implementing agency, Belgian Technical Cooperation (BTC), entered into force on the 1st of January 2007;

CONSIDERING the relations of friendship and solidarity between the two states;

HEREBY AGREE as follows:

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ARTICLE 1
CANCELLATION OF PREVIOUS AGREEMENT

The Parties agree to cancel the “Specific Agreement on Post Settlement and Development Support to Restitution Beneficiaries for the Commission on Restitution of Land Rights in the Department of Land Affairs” between the Government of the Kingdom of Belgium and the Government of the Republic of South Africa, signed on 30th of November 2006. The cancellation shall enter into effect on the date of entry into force of this Agreement.

ARTICLE 2
OBJECT OF AGREEMENT

- (1) The Parties shall fund the implementation of the “Post Settlement and Development Support to Land Reform beneficiaries” project (hereinafter referred to as “the Project”).
- (2) The overall objective is to reduce Poverty through the creation of rural sustainable livelihoods of land reform beneficiaries within the context of the Land Reform programmes.
- (3) The specific objective of the Project is to support institutions to provide effective and coherent post-settlement support through efficient service delivery to beneficiaries of the Land Reform programme in South Africa.

ARTICLE 3
DESIGNATION OF COMPETENT AUTHORITIES

- (1) In the case of South Africa, the Department of Rural Development and Land Reform shall be responsible for the implementation of the Project.
- (2) The Chairperson of the Land Reform Trust Fund shall be responsible for the financial follow-up of the Project.
- (3) The Department of Rural Development and Land Reform shall recruit a programme manager, responsible for the technical, administrative and financial management of the Project.
- (4) In the case of Belgium, the Directorate General for Development Cooperation within the Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation (hereinafter referred to as “DGDC”) shall be responsible for the Belgian contribution. The Attaché for Development Co-operation within the Embassy of Belgium in Pretoria represents the DGDC in the Republic of South Africa.
- (5) The Belgian Technical Cooperation, a public-law company with social purposes (hereinafter referred to as “BTC”) shall be responsible for the implementation and follow-up of the Project. The Resident Representative of BTC in Pretoria represents the BTC in South Africa.

ARTICLE 4
CONTRIBUTION OF PARTIES

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- (1) Belgium shall contribute the total amount of six million and fifty thousand euros (6.050.000 EUR) for the financing of the Project.
- (2) The modalities for use of this budget are detailed in the attached Technical and Financial File (hereinafter referred to as the "TFF").

ARTICLE 5 TECHNICAL AND FINANCIAL FILE

The Project shall be implemented in accordance with the attached TFF which forms an integral part of this Agreement.

ARTICLE 6 OBLIGATIONS OF PARTIES

The Parties shall undertake all necessary institutional, administrative and budgetary measures to fulfil their obligations as defined in this Agreement.

ARTICLE 7 JOINT STEERING COMMITTEE

- (1) The Parties shall entrust the follow-up of the Project to the Joint Steering Committee (hereinafter referred to as the "JSC").
- (2) The composition, responsibilities, attributions and operating mode of the JSC shall be as provided for in the TFF.
- (3) The JSC shall set up its internal rules and regulations in accordance with this Agreement. Minutes of the meeting shall be compulsory and signed by JSC members. Copy of the minutes shall be transmitted to the Attaché for Development Co-operation of Belgium.
- (4) The JSC shall meet not later than three months after the signature of this Agreement and subsequently at least every 6 months.
- (5) The JSC shall meet to examine and approve the final report of the Project, prepared by the implementers and according to the BTC format, not later than three months before the end of the validity of this Agreement.

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ARTICLE 8
AVAILABILITY OF INTERNATIONAL TECHNICAL ASSISTANCE
FUNDED BY BELGIAN CONTRIBUTION

An international technical assistant funded by the Belgian contribution shall be recruited and hired by the BTC. The recruitment of the candidate shall be subject to the approval of the Department of Rural Development and Land Reform.

ARTICLE 9
TAXES, TAXATION AND IMPORT

- (1) The contribution shall, under no circumstances be used for paying taxes, customs duties, import duties and other fiscal or administrative charges (i.e. VAT) on the supplies, works and services which are part of the Project.
- (2) If, in accordance with the domestic law in force in South Africa, taxes or duties are due, they shall be paid by South Africa.

ARTICLE 10
MUTUAL ACCOUNTABILITY

The Parties shall provide all necessary information allowing the smooth execution of the Project.

ARTICLE 11
REPORTING, CONTROL AND EVALUATION

The TFF indicates the administrative, operational, accounting and financial procedures for reporting. The Parties may, at any time after the other Party has been informed, proceed jointly or on its own, to institute an audit, evaluation, monitoring or control of the Project. The Parties shall inform each other about the results and conclusions of such audit, evaluation, monitoring or control measure.

ARTICLE 12
THE POST-PROJECT PERIOD

South Africa shall undertake all the necessary institutional, administrative and budgetary measures to sustain the results of the Project.

ARTICLE 13
ENTRY INTO FORCE, DURATION, EXTENSION, TERMINATION,
AMENDMENTS AND DISPUTES

- (1) This Agreement shall enter into force on the date of signature thereof.
- (2) This Agreement shall remain in force for a period of five years.

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- (3) This Agreement may be amended by mutual consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel.
- (4) Notwithstanding sub-Article (2), the Parties may terminate this Agreement by giving three months written notice in advance through the diplomatic channel of its intention to terminate it.
- (5) At the conclusion of the Project, the Parties shall, through an Exchange of Notes through the diplomatic channel, agree on the use of the Funds transferred to the bank account(s) but not utilised. Funds not committed nor transferred to South Africa by the end of the Project shall not be allocated. However, contracts signed with third parties before the termination of this Agreement shall have to be respected.
- (6) Any dispute between the Parties arising out of the interpretation, implementation or application of this Agreement, shall be settled amicably through consultation or negotiation between the Parties.

ARTICLE 14 ADDRESSES

- (1) All notifications related to this Agreement and any amendments to this Agreement shall be sent to the following addresses:

For Belgium:

Attaché for Development Co-operation
C/o Embassy of Belgium
625 Leyds Street
Muckleneuk, Pretoria 0002
South Africa

For South Africa:

Chief Director
National Treasury
International Development Cooperation
Private Bag X115
Pretoria 0002
South Africa

- (2) All notifications related to the technical execution of this Agreement shall be addressed to the following institutions:

For Belgium:

BTC

490 Fehrsen Street
Brooklyn, Pretoria
South Africa

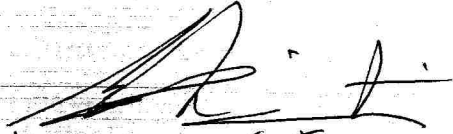
For South Africa:

The Department of Rural Development
and Land Reform
Private Bag X833
Pretoria 0001
South Africa

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IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this Agreement in duplicate in the English language, both texts being equally authentic.

DONE at PRETORIA on this 23rd day of JUNE 2010.



NKWINTI, G. E.
**FOR THE GOVERNMENT OF
THE REPUBLIC OF SOUTH**



JAN F. MUTTON
**FOR THE GOVERNMENT OF
THE KINGDOM OF BELGIUM
AFRICA**

Annex: - Technical and Financial File