

**No. 44840\***

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**South Africa  
and  
Uganda**

**Memorandum of understanding between the Government of the Republic of South Africa and the Government of the Republic of Uganda regarding the renovation of the OR Tambo School of Leadership. Pretoria, 6 March 2007**

**Entry into force:** *6 March 2007 by signature, in accordance with article 11*

**Authentic texts:** *English*

**Registration with the Secretariat of the United Nations:** *South Africa, 19 March 2008*

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**Afrique du Sud  
et  
Ouganda**

**Mémorandum d'accord entre le Gouvernement de la République d'Afrique du Sud et le Gouvernement de la République de l'Ouganda relatif à la rénovation de la OR Tambo School of Leadership. Pretoria, 6 mars 2007**

**Entrée en vigueur :** *6 mars 2007 par signature, conformément à l'article 11*

**Textes authentiques :** *anglais*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Afrique du Sud, 19 mars 2008*

\* *The texts reproduced below are the original texts of the agreement as submitted. For ease of reference, they were sequentially paginated. Their final UNTS version is not yet available.*

*Les textes reproduit ci-dessous sont les textes authentiques de l'accord tel que soumises pour l'enregistrement. Pour référence, ils ont été présentés sous forme de la pagination consécutive. Leur version finale RTNU n'est pas encore disponible.*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

Memorandum of understanding between the Government of the Republic of South Africa and the Government of the Republic of Uganda regarding the renovation of the OR Tambo School of Leadership

**PREAMBLE**

**WHEREAS** the Government of the Republic of South Africa recognizes and acknowledges the support which the Government of the Republic of Uganda gave to the South African freedom fighters during their liberation struggle against the apartheid regime;

**AND WHEREAS** the Government of the Republic of South Africa recalls the historical role of the OR Tambo School of Leadership camp;

**AND WHEREAS** the Government of the Republic of South Africa seeks to have an appropriate place for their fallen combatants who died in the Republic of Uganda and were buried in Kampala and Kaweweta;

**AND WHEREAS** the Government of the Republic of South Africa commits to the reconstruction and rehabilitation of the OR Tambo School of Leadership, to be used by the Government of the Republic of Uganda in recognition of the support which the latter government gave during the Apartheid era:

**AND WHEREAS** the Government of the Republic of South Africa seeks to promote, encourage, develop and strengthen the existing friendly relations and cooperation between itself and the Government of the Republic of Uganda:

**NOW THEREFORE THE GOVERNMENT OF THE REPUBLIC OF UGANDA AND THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (HEREINAFTER JOINTLY REFERRED TO AS THE "PARTIES" AND SEPARATELY AS A "PARTY" HEREBY AGREE AS FOLLOWS:**

**ARTICLE 1**  
**DEFINITIONS**

1. In this Memorandum of Understanding , unless the context indicates otherwise;
  - (a) **“Competent authority”** means the competent authorities specified in Article 8;
  - (b) **“DFA”**, means the Department of Foreign Affairs of the Republic of South Africa;
  - (c) **“Equipment”** means medical equipment of a fixed nature;
  - (d) **“Project”** means the Project contemplated in Article 2 (1)
  - (e) **“MoU”** means Memorandum of Understanding’
  - (f) **“RSA”** means the Republic of South Africa;
  - (g) **“RU”** means the Republic of Uganda.

**ARTICLE 2**  
**PURPOSE**

1. The purpose of this MoU is to implement a project that entails the-
  - (a) the construction, renovation and refurbishing of the OR Tambo School of Leadership in the RU;
  - (b) the equipping of a health centre; and
  - (c) \ the erection of a Remembrance Wall.
2. The Parties shall for the purpose of sub-Article (1)-
  - (a) co-operate in the fields of procurement and construction towards the execution of the project; and
  - (b) contribute financial, human and logistical resources to discharge their respective obligations in the execution of the project.

**ARTICLE 3**  
**SCOPE OF WORK**

1. The scope of work on the project shall include the following:
  - (a) Renovations and completion of the Great OR Tambo Hall and construction of an ablution block;
  - (b) completion and equipping a health centre and support structures;
  - (c) construction of an administration block;
  - (d) construction of the Commanding Officer's residence;
  - (e) construction of staff quarters for nurses, doctors and officers;
  - (f) construction of an additional block of seven (07) classrooms;
  - (g) supply of essential services of the above facilities referred to in paragraphs (a) to (f): and
  - (h) consolidation and memorialisation of the graves of the fallen combatants and erection of a Remembrance Wall.

**ARTICLE 4**  
**FINANCING AND DISBURSEMENT OF FUNDS**

1. The Government of RSA shall finance the Project to the value of R 15.5 m (fifteen and a half million Rand)
2. Interim payments shall be made to the contractor for work done and certified by the consultant
3. The finance referred to in sub-Article (1) shall:
  - (a) cover the costs involved in the implementation of the Project in accordance with the scope of work contemplated in Article 3: and
  - (b) include consultant's fees.

**ARTICLE 5**  
**OBLIGATIONS OF THE GOVERNMENT OF THE RSA**

1. The Government of the RSA shall donate the funds referred to in Article 4.
  
2. The Government of the RSA shall:-
  - (a) provide consultants, who shall work in conjunction with their counterparts in the Government of the RU;
  - (b) pay for international and local costs of travel, accommodation and subsistence of its officials while on project duties in the RU;
  - (c) pay for the dispatch of the equipment and the courier of any documents regarding the project to the RU;
  - (d) assist with the coordination of logistical arrangements, exclusive of costs, for the local travel of visitors from the RU while on project duties in the RSA;
  - (e) prepare preliminary assessments, detailed designs and Bills of Quantities of the project;
  - (f) participate in the process of the selection and appointment of a contractor for the project;
  - (g) monitor the progress and quality of the work on the project;
  - (h) give procedural guidance and assistance with regard to the exhumation and relocation of the graves; and erection of Remembrance Wall in the capital city in memory of the fallen combatants..

**ARTICLE 6**  
**OBLIGATIONS OF THE GOVERNMENT OF THE RU**

1. The Government of the RU shall-
  - (a) appoint a Project Manager for the project;
  - (b) conduct a pre-qualification tender process;
  - (c) put the project to tender;
  - (d) evaluate the tenders and appoint a contractor for the project;
  - (e) coordinate the project generally;
  - (f) pay for international and local costs of accommodation, travel and subsistence of its officials while on project duties in the RSA;
  - (g) assist with coordination, exclusive of costs, of logistical arrangements for the local travel of officials from the RSA while on project duties in the RU;
  - (h) exhume and relocate the graves to Kaweweta and the costs associated herewith; to provide a site in the capital city for the erection of a Remembrance Wall; and
  - (i) maintain the facilities after construction

**ARTICLE 7**  
**PROJECT PLAN**

- (1) The Parties shall implement this MoU in accordance with the final agreed Project Plan.
- (2) The Project Plan contemplated in sub-Article (1) shall include the following:
  - (a) The tendering process for the contract (45 – 60 days);
  - (b) The tender award; and
  - (c) handing over of the site to the contractor.

**ARTICLE 8**  
**COMPETENT AUTHORITIES**

The competent Authorities responsible for the implementation of this MoU shall be-

- (a) in the case of the RU, the Ministry of Defence; and
- (b) in the case of the RSA, the Department of Public Works and the Department of Defence.

**ARTICLE 9**  
**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 of negotiations between the Parties.

**ARTICLE 10  
AMENDMENTS**

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

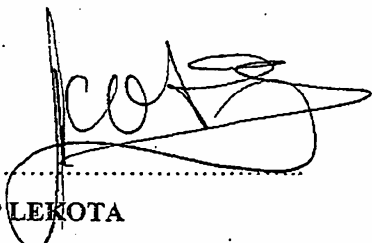
**ARTICLE 11**

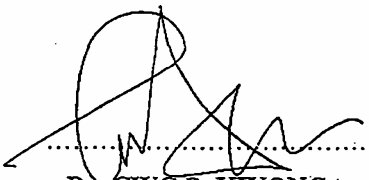
**ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This MoU shall enter into force on the date of signature thereof.
2. The MoU shall remain in force until completion of the Project, unless terminated in accordance with sub-article (3)
3. The MoU may be terminated by either Party giving six (06) months written notice in advance through the diplomatic channel to the other Party of its intention to terminate it.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed and sealed this MoU in duplicate in the English language, each text being equally authentic.

DONE at PRETORIA on this 6<sup>TH</sup> day of MARCH in the year  
Two Thousand and Seven

  
.....  
**MGP LEKOTA**  
Minister of Defence  
FOR THE GOVERNMENT OF  
THE REPUBLIC OF SOUTH AFRICA

  
.....  
**Dr. CWC B. KIYONGA**  
Minister of Defence  
FOR THE GOVERNMENT OF  
THE REPUBLIC OF UGANDA