



UNIVERSITEIT VAN PRETORIA
UNIVERSITY OF PRETORIA
YUNIBESITHI YA PRETORIA



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

FACULTY OF LAW
UNIVERSITY OF PRETORIA

AND THE

PAN-AFRICAN PARLIAMENT

PREAMBLE

This Memorandum of Understanding (hereinafter referred to as the “MoU”) is entered into by and between the Pan-African Parliament (hereinafter referred to as “PAP”) having its headquarters at Gallagher Estate, Midrand 1685, Johannesburg, South Africa and the Faculty of Law, University of Pretoria (hereinafter referred to as “UP”) having its offices at Lynnwood Road, Hatfield, Pretoria, 0002, South Africa; hereinafter jointly referred to as the “parties”.

WHEREAS the Pan-African Parliament is established as an organ of the African Union (hereinafter referred to as the “AU”) under Article 17 of the Constitutive Act of the African Union to ensure the full participation of African peoples in the development and economic integration of the continent in order to, inter alia, contribute to the harmonisation and coordination of the laws of Member States and to promote the coordination of policies, measures, programmes and activities of RECs and their respective legislative bodies;

WHEREAS the Faculty of Law, University of Pretoria is a leading educational institution that aims at promoting research, teaching and learning on a wide range of legal subjects, including international law and human rights law, which are relevant to the mandate and activities of the Pan-African Parliament;

RECALLING the AU’s Agenda 2063 vision of “*An integrated, prosperous and peaceful Africa, driven by its own citizens and representing a dynamic force in global arena.*” In particular aspiration 3 and its goals to promote good governance, democracy, respect for human rights, justice and the rule of law as well as aspiration 7 for a strong Africa as a united and influential global player and partner;

RECALLING FURTHER Goal 16 of the United Nations Sustainable Development Goals (SDGs) urging development actors and institutions to “promote peaceful and inclusive societies for sustainable development, provide access to justice for all and build effective, accountable and inclusive institutions at all levels”;

RECOGNISING the role to be played by the Pan-African Parliament in facilitating and overseeing the effective implementation of the policies and objectives of the African Union;

GUIDED by a common vision of promoting democratic principles and well as strengthening and consolidating good governance in Africa through institutionalisation of transparency, accountability and participatory democracy;

CONVINCED that formalised collaboration and cooperation can facilitate the achievement of their respective institutional objectives and benefit the people of

Africa;

NOW, THEREFORE, the Parties have agreed to enter into, and cooperate under, this MoU as follows:

Article 1:
Objectives and Scope of the MoU

1. The strategic objective of this MoU is to strengthen the capacity of the PAP in the area of development and harmonisation of laws in line with African Union (AU) instruments. This is in line with the Strategic Pillar on institutional and capacity building.

2. The operational objectives of this MoU are to:

- i. Support the harmonization of national legislation of Member States of the African Union in line with AU legal and policy instruments;
- ii. Support the development of model laws;
- iii. Promote capacity building in the area of law, particularly human rights and democratization in Africa;
- iv. Increase the visibility of the PAP / facilitate interaction with civil society (in broad terms including universities).

2. To this end, the Parties shall act as strategic partners in all matters of common interest to them in accordance with the provisions hereinafter set forth and the respective rules, regulations and procedures applicable to each Party.

3. The Parties agree that nothing in this MoU and the activities implemented hereunder shall be interpreted or construed as a total or partial endorsement by one Party of any institutional political position of the other, neither shall it affect their respective institutional independence and their freedom in the exercise of their respective mandates.

4. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

Article 2:
Duration of the MoU

This MoU is entered into for a period of three years renewable automatically, subject to satisfactory past implementation, unless terminated by written agreement between the Parties or in the initiative of either Party in accordance with the relevant provisions of this MoU.

Article 3 Areas of Cooperation

Activities to be undertaken in pursuance of the above objectives include, but are not limited to:

- i. Research on legal issues of relevance to the mandate of PAP, by the Faculty of Law, University of Pretoria, in particular through its Centre for Human Rights (CHR) and the Institute for International and Comparative Law in Africa (ICLA);
- ii. Collaboration between PAP and UP to ensure that the Law of Africa Collection is as current and comprehensive as possible;
- iii. Ensuring full and preferential access to the Law of Africa Collection to the PAP;
- iv. Placing law students and graduates as interns at PAP and facilitating attendance of law students to PAP sessions and Committee sittings;
- v. Encouraging PAP members and staff to attend short courses presented at/by the Faculty of Law, particularly at the Centre for Human Rights;
- vi. Making available books published by Pretoria University Law Press to the PAP library;
- vii. Encouraging UP's research and teaching activities relating to the Pan-African Parliament;
- viii. Organising and facilitating meetings of civil society organisations on the eve of PAP sessions, in collaboration with the PAP, in order to increase civic involvement in the activities of the PAP.

Article 4 Modalities of Cooperation

1. Within the context of this MoU, a dialogue between the Parties shall be developed through regular joint meetings relating to policy, technical and operational issues.
2. Regular and ad hoc meetings may be held between officials of the parties to discuss practical matters of the partnership, in particular the implementation of projects and, the possibility of further collaboration.
3. The Parties may share relevant information as deemed appropriate relating to the activities of both organisations, subject to arrangements that may be required to preserve the confidential or restricted nature of certain information and documents.

4. Each Party shall endeavour, as far as is possible within its own frameworks, to respond favourably to requests for co-operation in accordance with the relevant provisions of this MoU.

Article 5 Duties of the Parties

1. The Parties shall endeavour to:
 - i. Work together to facilitate the implementation of this MoU;
 - ii. Share their technical expertise in the implementation of their joint and separate activities in the agreed areas of cooperation and collaboration;
 - iii. Undertake complementary or joint activities in the agreed areas of cooperation and collaboration, when necessary and possible.
2. This MoU does preclude the Parties from entering into or implementing other MoUs or agreements with third parties that fall under the scope of the agreed areas of cooperation and collaboration.
3. Any Party that undertakes a separate or individual activity in accordance with Paragraph 2 here above shall disclose it to the other Party.

Article 6 Responsibility

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MoU.
2. Both Parties shall indemnify, hold and defend at their own expense, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MoU due to any actions or omissions attributable to any of the Parties.

Article 7 Use of name and logo

1. Neither Party shall use the name and logo of the other Party, or any abbreviation thereof, without the express prior written approval of the other Party in each case.
2. Nothing in this MoU grants either Party the right to create a hyperlink to each other's Web site. Such a link may be created only with the other Party's written authorization and upon the conditions laid down by that other Party.

Article 8 Confidentiality

1. The handling of information shall be subject to each Party's corporate confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express, written consent of the other Party.
3. A Party's disclosure of another Party's internal and/or confidential documents to an entity which the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, shall not be considered a disclosure to a third party, and shall not require prior authorization.
4. The obligations and confidentiality stated under this Article shall remain in effect after the termination of this MoU, unless determined otherwise by mutual agreement between the Parties.

Article 9 Privileges, Immunities and Facilities of Both Parties

Nothing in this MoU shall be interpreted or construed as a waiver or a modification of the privileges, immunities and facilities, which either of the Parties enjoys by virtue of the international law.

Article 10 Financial Arrangements and Intellectual Property

1. Both Parties accept that financial arrangements will be negotiated in each case and will be dependent on the availability of funds.
2. The Parties will aim to find sources of financial assistance for the activities and exchanges to be undertaken in terms of this Agreement.
3. In each case the conditions for the ownership of any intellectual property will be determined jointly by the parties.

Article 11 Administrative Arrangements

1. The Parties shall take appropriate administrative measures to ensure effective and mutually beneficial cooperation.
2. For the purpose of the implementation of this MoU, the Parties appoint the following as focal points of the MoU:

- For the PAP: Office of the Clerk

Email: clerk@panafricanparliament.org

- For the UP: Centre for Human Rights, Faculty of Law

Email: frans.viljoen@up.ac.za

Article 12 Settlement of disputes

Any dispute between the Parties concerning the interpretation and execution of this MoU, or any document or arrangement relating thereto, shall be settled amicably between the Parties, or in such other manner as may be agreed between the Parties.

Article 13 Applicable Law

The present MoU and any document or arrangement relating thereto shall be governed by general principles of international law, to the exclusion of any single national legal system.

Article 14 Domicilium citandi et executandi

1. The parties choose for the purpose of this agreement as their *domicilium citandi et executandi*, the following addresses:

- For the University of Pretoria:

Lynnwood Road Hillcrest,
Pretoria Republic of South Africa

- For the Pan-African Parliament:

Gallagher Estate
Midrand, Gauteng 1685
Republic of South Africa

2. A Party may at any time change its *domicilium* by giving notice in writing, provided that the new *domicilium* consists of, or includes a physical address at which process can be served.

Article 15 Entry into force, Amendment and Termination

1. This MoU shall enter into force upon its signature by the Parties.
2. Either Party may at any time in writing suggest revisions to this MoU, which

will go into effect upon written agreement of both Parties.

3. Either Party may terminate this MoU by providing advance notice of three (3) months in writing, to the other Party, stating the reasons for the termination.

4. The obligations assumed by the Parties under this MoU shall survive the termination of the MoU to the extent necessary to permit the orderly conclusion of ongoing activities, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties hereto, the settlement of any contractual liabilities and compliance with any other provisions of this MoU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below to the two originals of this MoU in the English language.

For the Pan-African Parliament

Honorable Roger Nkodo Dang
President



Signature:

For the Faculty of Law, University of
Pretoria

Prof A. Boraine
Dean
(Represented by Prof F Viljoen, Director,
Centre for Human Rights)

Signature:

Place and date:

Midrand 6/11/10/2017

Place and date:

2017-10-17, Midrand, PAP