

No. 44845*

**South Africa
and
Denmark**

Agreement between the Government of the Republic of South Africa and the Government of the Kingdom of Denmark regarding accelerating child and women's protection through prevention and response to violence and HIV/AIDS in South Africa (2007-2009). Pretoria, 21 December 2007

Entry into force: *21 December 2007 by signature, in accordance with article 13*

Authentic texts: *English*

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

**Afrique du Sud
et
Danemark**

Accord entre le Gouvernement de la République d'Afrique du Sud et le Gouvernement du Royaume de Danemark en vue d'accélérer la protection de l'enfant et de la femme et de prévenir la violence et l'HIV/SIDA en Afrique du Sud (2007-2009). Pretoria, 21 décembre 2007

Entrée en vigueur : *21 décembre 2007 par signature, conformément à l'article 13*

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 reproduits ci-dessous sont les textes authentiques de l'accord tel que soumis 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]

Agreement between the Government of the Republic of South Africa and the Government of the Kingdom of Denmark regarding accelerating child and women's protection through prevention and response to violence and HIV/AIDS in South Africa (2007-2009)

PREAMBLE

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

WITHIN THE FRAMEWORK OF the existing agreements which govern Danish Development Assistance in the Republic of South Africa, namely:

The Agreement between the Government of the Kingdom of Denmark and the Government of the Republic of South Africa regarding the Danish assistance programme to South Africa that was signed on the 27th of September 1996;

the Agreement between the Government of the Republic of South Africa and the Government of the Kingdom of Denmark concerning the promotion of the Reconstruction and Development Programme of South Africa that was signed on the 29th of May 1997;

the Memorandum of Understanding between the Government of the Kingdom of Denmark and the Government of the Republic of South Africa that was signed on the 6th of May 2003;

PURSUANT to a programme document outlining the Danish support to Accelerating Child and Women’s Protection through Prevention and Response to Violence and HIV/AIDS in South Africa that has been elaborated, supported and approved by the National Prosecuting Authority of South Africa;

HEREBY AGREE as follows:

ARTICLE 1

Definitions

In this Agreement, unless the context otherwise indicates—

“Competent Authorities” means—

- (a) in the case of Denmark, the Ministry of Foreign Affairs, Danish International Development Assistance hereinafter referred to as “Danida” as represented by the Royal Danish Embassy in Pretoria; and
- (b) in the case of South Africa, the National Prosecuting Authority;

“Interdepartmental Management Committee” means the Interdepartmental Management Committee of South Africa which was established during 2000 by the South African Cabinet and which is mandated by the said Cabinet to implement the National Action Plan to reduce or end violence against women and children;

“the Programme” means the programme entitled “Accelerating Child and Women’s Protection through Prevention and Response to Violence and HIV and AIDS in the Republic of South Africa”, as detailed in the Programme Documentation;

“the Programme Documentation” means the Programme Document attached hereto as Annexure A and which contains a systematic description of the Programme and which shall govern its implementation;

“Programme Manager” means the United Nations Children’s Fund (UNICEF), which for the purposes of this Agreement has been designated as the institution responsible for the management of the Programme, as more fully set out in the Programme Documentation and as will be specified in an agreement to be concluded between UNICEF and Denmark;

“this Agreement” includes Annexure A which forms an integral part of this Agreement;

“Thuthuzela Model” means a programme developed by South Africa aiming to provide victims of sexual violence with better, integrated and humane treatment by improving the process of reporting and prosecution of rape and other sexual offences as well as the care and support to survivors in a dignified and caring environment, as more fully described in the Project Documentation;

“Thuthuzela Care Centres” (or TCC) means centres where the Thuthuzela Model of caring for victims of sexual violence is implemented.

ARTICLE 2

Objectives of the Programme

The Programme’s objectives shall be to—

- (a) accelerate child and women’s protection through prevention and response to violence and HIV/AIDS;
- (b) establish additional Thuthuzela Care Centres (TCCs) in four provinces namely: KwaZulu Natal, Limpopo, Eastern Cape and Mpumalanga;
- (c) reduce violence against women and children in communities where TCCs are established;
- (d) ensure that by December 2009, there are 12 additional fully functional Thuthuzela Care Centres serving approximately 45,000 children and women in the provinces mentioned in paragraph (b) above;
- (e) undertake prevention activities in order to change attitude, behaviour and knowledge in the communities using a mix of strategies such as

community mobilisation, information, education, communication, skills and services;

- (f) capacitate the Interdepartmental Management Committee to coordinate government prevention, response, protection, care and support and to disseminate information; and
- (g) endeavour to introduce and support the Thuthuzela Model in identified SADC countries.

ARTICLE 3

Changes in Programme Document

Changes in the Programme Document are subject to the written approval of the National Prosecuting Authority of South Africa and the Danish Ministry of Foreign Affairs.

ARTICLE 4

Responsibilities of South Africa

South Africa shall—

- (a) ensure that funds are available for the payment of all expenses required for the establishment and operation of the Programme, which are not mentioned as items to be provided by Denmark, or other parties to the Programme as outlined in more detail in the Programme Documentation;
- (b) promptly inform Denmark of any condition that interferes, or threatens to interfere, with the successful implementation of the Programme
- (c) within a reasonable time, provide advice on all matters relating to the implementation of the Programme as may be requested by Denmark, in accordance with the procedures agreed by the Parties, in order not to delay or disrupt the execution of the services or the works of the Programme.

ARTICLE 5

Contribution to be provided by Denmark

- (1) Denmark shall provide DKK 40 million in 2007 (equivalent to ZAR 50 million) for the effective implementation of the Programme.
- (2) A detailed budget outlining the specific purposes of the grant is presented in the Programme Documentation.

- (3) A technical agreement shall be entered into and signed between the Royal Danish Embassy and the Programme Manager with regard to the management of the Programme.
- (4) The matters that shall be dealt with in the agreement contemplated in sub-Article (3) shall include procurement, administration, accounting and financial reporting by the Programme Manager to Denmark for the Programme.

ARTICLE 6

Obligations of the Parties

- (1) The Parties shall—
 - (a) use their best endeavours to co-ordinate their efforts under this Agreement with other development partners, be they states, international organisations or non-governmental organisations; and
 - (b) use their best endeavours to optimise the use of the Programme resources.
- (2) If misuse of funds within the Programme is discovered, the appropriate authorities of South Africa shall be asked to investigate the matter. South Africa shall, if and when it is deemed appropriate, take action against suspects including immediate interdiction or suspension of such persons from work, to avoid their interference with the investigations.
- (3) Where the Programme funds have been lost in such a manner as described above, South Africa shall repay such funds to the Programme, in order to ensure that planned activities will not be disrupted.

ARTICLE 7

Conditions for Expatriate Institutions and Consulting Companies

When institutions, consulting companies or other legal persons from other countries than South Africa or international organisations are engaged by Denmark to perform tasks in South Africa with reference to the present Agreement, the general conditions for expatriate advisers as provided for in *the Agreement between the Government of the Republic of South Africa and the Government of the Kingdom of Denmark concerning the promotion of the Reconstruction and Development Programme of South Africa that was signed on the 29th of May 1997* shall apply to the expatriate personnel of these institutions and companies.