

# MEMORANDUM OF UNDERSTANDING

entered into between

## THE GENADENDAL MISSION MUSEUM

herein represented by DR. ISAAC BALIE, in his/her capacity as  
Director

(hereinafter referred to as "GENADENDAL MUSEUM")

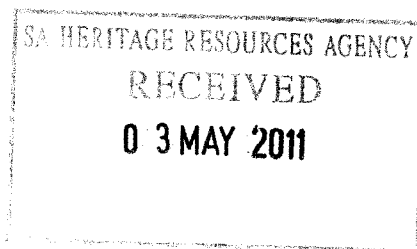
and

## SOUTH AFRICAN HERITAGE RESOURCES AGENCY

herein represented by SIBONGILE VAN DAMME, in her capacity as  
Chief Executive Officer

(hereinafter referred to as "SAHRA")

[collectively referred to as the "Parties"]



LS W

## **1. THE PARTIES**

- 1.1 The GENADENDAL MUSEUM was established by the Moravian Mission Society in 1738. It houses about 5 000 heritage objects, declared as a cultural treasure in 1991 by the National Monuments Council. The museum complex, consisting of a number of historical buildings, dating from the eighteenth and early nineteenth century, was declared a national monument in 1980 and is currently a provincial heritage site.
- 1.2 The South African Heritage Resources Agency ("SAHRA") is a statutory organization established under the National Heritage Resources Act 25 of 1999 ("NHRA"), as the national administrative body responsible for the protection of South Africa's cultural heritage. The object of SAHRA is to co-ordinate the identification and management of the national estate.

## **2. PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING**

- 2.1 The purpose of this Memorandum of Understanding ("MoU") is to establish a partnership between the GENADENDAL MUSEUM and SAHRA for the purposes of undertaking an inventorying and digitization project ("the project") within the Museum.
- 2.2 This MoU will set out the responsibilities of both parties and what is expected of them as the project comes into operation, and the project plan is implemented.

## **3. MUTUAL BENEFIT AND INTEREST**

- 3.1 SAHRA has a duty to fulfill its statutory obligations in terms of section 39 of the NHRA. The National Audit Project funded by the national Department of Arts and Culture is developed to undertake obligatory functions of SAHRA in this regard.
- 3.2 SAHRA will assist the GENADENDAL MUSEUM with equipment, as well as remuneration and training of the local community members who shall be employed in the execution of the project. SAHRA will also provide

LS V

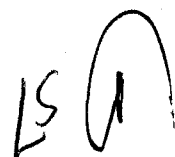
technical and advisory support in undertaking this Project in accordance with clause 4 of this MoU.

- 3.3 The GENADENDAL MUSEUM will be providing infrastructure, office space and any form of logistical support required on the project.

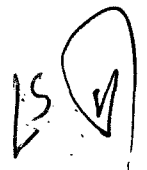
#### **4. OBLIGATIONS OF THE PARTIES**

##### **GENADENDAL MUSEUM SHALL:**

- 4.1 Provide secure premises and logistical support for all tasks undertaken on this project, including for the training to be undertaken.
- 4.1 Provide insurance for all hardware provided on the project, at their own cost. To do this, the hardware will be placed on the Museum 's asset register.
- 4.2 Provide electricity for the use of the hardware needed by the project and ensure that a IT Policy is put in place to govern the responsible use of the IT hardware and software.
- 4.3 Provide for IT support of the hardware and the software, including the collection management system software, provided to them by SAHRA. This will include the downloading of databases and programs for peripheral hardware attached to the computers.
- 4.4 Cover all costs in terms of upkeep and maintenance of the hardware and software, once delivered.
- 4.5 Maintain thorough security protocols on all hardware and software, eg. A secure, controlled access location in which the work will take place and adequate firewalling and virus security on all computers.
- 4.6 Keep up to date on standards and new technology in storing and accessing data and provide for upgrades where necessary.



- 4.7 Provide premises and logistical support in the form of Human Resources personnel for the recruitment and hiring of members of the local community who will be doing the bulk of the work on the project.
- 4.8 Provide a Project Execution Plan, which should include a Site Audit Plan in which sections of their collection are prioritized for the project, in a phased approach.
- 4.9 Make available as a team leader, the Curator of the GENDADENAL MUSEUM, for the Project, to keep the Project successfully operational and to whom the staff would report.
- 4.10 Undertake an initiative to raise funds for the continuity of the work accomplished, including payment of salaries, if needed after the expiry of this agreement.
- 4.11 The team leader/curatorial support must provide to SAHRA a monthly report on the progress made with the project. Included should be, number of items inventorised; number of items digitized; successes; problems; requirements and a general project overview.
- 4.12 At the expiry of the MoU the GENADENDAL MUSEUM shall continue with the audit of their collection as outlined in the project plan, should the project be prolonged beyond 1 year, and shall continue to provide SAHRA with progress reports on a quarterly basis on the progress made with the project.
- 4.13 Make the inventory and digital images generated during the audit available to SAHRA for incorporation into the South African Heritage Resources Information System (SAHRIS), subject to conditions for public access, as agreed mutually between the parties. The inventory and digital images should be made available to SAHRA every six months during the 1<sup>st</sup> year of the project, and thereafter on a quarterly basis.



**SAHRA SHALL:**

- 4.14 Provide the following for the project: hardware (x3 desktop computers; x2 scanners; X1 printer; x1 external hard drives; x3 USB flash drives; x1 digital camera;) and software (MSOffice; audit software; peripheral hardware programs) as it deems necessary for the project.
- 4.15 These hardware items will be provided to the GENADENDAL MUSEUM as a long-term loan, but will appear on their asset register for insurance purposes. After 1 year, the then defunct equipment will be donated to the GENADENDAL MUSEUM for continual use on the project.
- 4.16 Ensure that all hardware and software is delivered to the GENADENDAL MUSEUM premises.
- 4.17 Provide collection management system software to the GENADENDAL MUSEUM at no cost and without payment of a license fee, as well as provide initial support in the use of the software.
- 4.18 Organize and make provision for training for selected community members and GENADENDAL MUSEUM Curator on inventorying, digitization and other peripheral activities pertinent to the project. This training will take place at the GENADENDAL MUSEUM before the commencement of the actual inventorying of the collections.
- 4.19 Provide a monetary salary for the community members working on the project, for a period of 12 months, inclusive of the training. This will not include any benefits, but a straight forward cash payment each month, with the normal SAHRA pay-run.
- 4.20 Provide Human Resources support in the recruitment of the local community members in the form of placing a recruitment advertisement and assisting the GENADENDAL MUSEUM with interviews and the final selection of candidates.
- 4.21 Identify a training service provider(s) to undertake the training in 4.18 and cover the costs of this service provider(s).
- 4.22 Provide project management support for the project.

## **5. COMMENCEMENT AND TERMINATION**

- 5.1 This MoU takes effect when the last of the Parties attend to signature hereof and shall continue for eighteen months.
- 5.2 Either Party may not terminate this MoU.

## **6. RESPONSIBILITIES OF THE PARTIES**

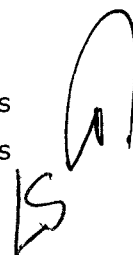
- 6.1 The Parties shall handle their own activities and utilize their own resources in the execution of the terms of this MoU.
- 6.2 Each Party shall carry out its separate legislative mandate in a coordinated and mutually beneficial manner.
- 6.3 The Parties shall, in dealings with each other, display utmost good faith, reasonableness, integrity, and co-operate in the implementation of the MoU and the execution of the Project Execution Plan, referred to in 4.9 above.
- 6.4 Both parties undertake to do all such things, perform all necessary acts and procure the taking of all necessary steps and sign all such other documents that may be necessary to give effect to the intention and the terms and conditions of this MoU, while at the same time not compromising themselves in respect of applicable legislation.

## **7. NON ESTABLISHMENT OF RESPONSIBILITY**

- 7.1 This MoU is not intended to, and does not create any right, expectation, benefit or trust responsibility, either substantive or procedural, which may be enforceable in law by either Party.

## **8. DISPUTE RESOLUTION**

- 8.1 In the event of any dispute arising between the Parties, the process below will be followed, the idea being to keep the resolution as simple as

Handwritten signature or initials, possibly 'LS' with a large flourish above it.

possible so as to resolve the dispute as expediently as reasonably possible:

8.1.1 The Party raising the dispute must serve the other Party with a notice within 7 days of the dispute arising, notifying the other Party of the nature of the dispute, with sufficient particularity;

8.1.2 Within 14 days of receipt of the notice the Parties' respective Chief Executive Officers ("CEO"), or any Accounting Officer at that time, will meet to discuss the dispute, with a view to resolving the dispute/s in question, the idea being that the dispute should be resolved as speedily as reasonably possible;

8.1.3 Should the Parties be unable to resolve the dispute in question in terms of clause 8.1.2 above, the Party raising the dispute must, within 14 days of the dispute being declared unresolved by the CEO'S jointly, refer the dispute to the Minister responsible for Arts and Culture for his/her intervention and assistance for possible resolution of the dispute. The Minister shall give direction as soon as reasonably possible as to resolution of the dispute which the Parties hereby accept shall be final and binding on them.

**9. GENERAL**

9.1 No alteration, variation or cancellation of this MoU or any of the terms hereof will be of any force or effect, unless reduced to writing and signed by the Parties.

9.2 This MoU does not constitute any of the Parties as the Agent or Legal Representative of the other for any purpose whatsoever and the other Party will not be entitled to act on behalf of, or represent or bind the other unless duly authorized thereto in writing.

9.3 Each Party will bear its own costs in relation to the preparation of this MoU.

9.4 The terms of the MoU may be reconsidered or renegotiated at any stage if any of the Parties concerned desire this, provided that this is produced in writing after agreement has been reached.

**10. LATITUDE**

Any latitude or extension of time granted by one party to the other in respect of any provision in this MoU shall not be deemed to be a waiver of any right that the aggrieved party may have in terms of Clause 8.

**11. ENTIRE AGREEMENT**

This MoU shall constitute the entire agreement between the Parties and no other conditions, warranties, stipulations or representations shall be binding on the Parties, unless reduced to writing and signed by or on behalf of both Parties.

**12. DOMICILIA**

The parties choose as their respective *domicilium citandi et executandi* for purposes of this MoU as set out hereunder:

**GENADENDAL MUSEUM:**

Church Square (Kerkplein),  
Genadendal, 7235

**SAHRA:**

111 Harrington Street  
Cape Town, 8001  
Western Cape

**13. SIGNATORIES**

The signatories to this MoU warrant that they are duly authorized to bind their respective employers, namely the GENADENDAL MUSEUM and SAHRA.



Accepted for and on behalf of

**GENADENDAL MISSION MUSEUM**

and duly authorised

**Signature:** 

**Name:** Dr Isaac H. T. Balie

Director

**Date:** - - 2011

**Place:** Cape Town

Accepted for and on behalf of

**SOUTH AFRICAN HERITAGE  
RESOURCES AGENCY**

and duly authorised

**Signature:** 

**Name:** Sibongile Van Damme

**Designation** Chief Executive Officer

**Date:** 08-04-2011

**Place:** Cape Town