

MEMORANDUM OF UNDERSTANDING
(hereinafter referred to as "the MoU")

Between

**THE MINISTRY OF LOCAL GOVERNMENT, RURAL AND
URBAN DEVELOPMENT**
(hereinafter referred to as "the MLGRUD")

And

Gender Links (ZIMBABWE) *(A Non Governmental Organisation Incorporated in
South Africa and Registered in Zimbabwe)*

**ON CO-OPERATION IN ADVANCING GENDER EQUILITY AND
ENHANCING THE IMPLEMENTATION THEREOF**

PREAMBLE

WHEREAS Zimbabwe is signatory to and has rectified the Protocol on Gender and Development adopted by Heads of state in August 2008

WHEREAS MLGRUD is tasked with the monitoring, regulation, promotion and monitoring facilitation of sound local governance and oversees the operations of the ninety-two local authorities in Zimbabwe

WHEREAS Gender Links (herein after referred to as GL) envisions a region in which women and men are able to realise their potential in both their public and private lives in according with the provisions of the SADC Gender Protocol.

AND WHEREAS MLGRUD and GL [hereinafter jointly referred to as “the Parties and singularly as a Party”]

COGNISANT of the existence of common interests in the upholding and implementation of gender issues in Zimbabwe

AND DESIROUS of strengthening their relations through co-operation in the advancement of gender equality

NOW THEREFORE the Parties hereto agree as follows:-

ARTICLE 1 Objectives

1. The Objective of this MoU is to outline a framework for co-operating in enhancing gender equality and equality in Zimbabwe in accordance to the provisions of the SADC Protocol on Gender and Development as well as to fulfil the mandate of the MLGRUD and GL on gender issues

ARTICLE 2

Areas of Collaboration

MLGRUD and GL will corroborate on seven of the nine themes in the SDC Protocol on Gender and Development which areas are as follows:

- (a) Constitutional and legal rights
- (b) Governance
- (c) Education and training
- (d) Productive Resources and Employment, Economic Empowerment
- (e) Gender based violence
- (f) Health
- (g) HIV and AIDS
- (h) Implementation of the SADC Protocol on Gender and Development

ARTICLE 3

Co-operation between the Parties

The Parties shall co-operate in the following areas

- (a) The gathering of data for planning and benchmarking progress in the implementation of SADC Gender Protocol in Zimbabwe
- (b) Costing the implementation of the SADC Gender Protocol
- (c) Promoting gender responsive governance and budgeting at local levels
- (d) Developing baseline data on gender based violence and using this to strengthen action planning and advocacy for ending Gender based violence
- (e) Promoting the empowerment of women and girls to have agency and be able to make decisions about their own life
- (f) Documenting and sharing good practices through national and regional summits

ARTICLE 4

Projects

Terms of specific project collaboration between MLGRUD and GL shall be annexured to this MoU and shall be construed as part of the MoU.

ARTICLE 5

Amendment of Agreement

- 5.1 This agreement shall be amended at any time by the mutual consent of the Parties through the addition of an Addendum in written form to the original text, which Addendum shall be signed by both Parties.

5.2 Such an Addendum shall be effected by the exchange of notes between the Parties and the Addendum shall be a record of the actual terms and conditions agreed to between the Parties.

5.3 Such an Addendum shall enter into force on the date on which each Party has notified the other in writing of its willingness to be party to the addendum. The date of entry into force shall be the date of the last notification

ARTICLE 6 Consultations

6.1 In the spirit of close-co-operation, the Parties shall consult each other from time to time with a view to ensuring the implementation of, satisfactory compliance with, and amendment of the provisions of this MoU

6.2 Such consultations may be through discussions or correspondence and shall be within a period of three (3) months from the date of receipt of such a request, unless otherwise agreed

ARTICLE 7 Good faith

The Parties undertake to act in good faith with respect to each other's rights under this MoU and adopt all reasonable and practicable measures to ensure the realisation of the objects of the MoU. To this end, Parties shall exercise due care and diligence to ensure successful implementation of the objective herein.

ARTICLE 8 Confidentiality

All information agreed between the Parties as of a confidential nature shall be treated as such, unless a Party gives written consent waiving its claim to confidentiality in respect of such particular information. The obligation to observe confidentiality shall subsist notwithstanding the termination of this MoU.

ARTICLE 9
Notice

The applicable notice period under this MoU within which a party shall afford another for the performance of its obligations shall be three (3) months.

ARTICLE 10
Termination MoU

This MoU may be terminated by either Party upon giving written notice to the other Party, of its intention to terminate this MoU. The MoU shall terminate twelve (12) months after the date of receipt of the notice by the other Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period.

ARTICLE 11
Consequences of Termination

Any contracts and/or undertakings concluded or commenced pursuant to and during the duration of this MoU, shall be fulfilled in accordance with the provisions of such contracts or undertaking notwithstanding that the MoU is terminated.

ARTICLE 12
Governing laws

This MoU shall be constructed in terms of the Republic of Zimbabwe

ARTICLE 13
Settlement of Disputes

Any dispute between the Parties arising out of the interpretation or implementation of this MoU shall be settled amicably through consultation or negotiation between the Parties to the dispute. If the dispute has not been settled after three (3) months of negotiation and or consultations, the Parties shall submit the dispute to arbitration by a mutually agreed third Party.

ARTICLE 14
Entry into Force

This MoU shall enter into force on the date of signing by both Parties.

ARTICLE 15
Domicilium Citandi Et Executandi

The Parties hereby choose their *domicilia citandi* at the following addresses:-

- a) The Ministry of Local Government
Rural and Urban Development
Corner Herbert Chitepo and Leopold Takawira
Zimbabwe

- b) For GENDER LINKS

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IN WITNESS WHEREOF the undersigned being the duly authorised representatives of the Parties have signed this MoU.

THUS DONE AND AGREED to on this day of
201.....atin duplicate in the English language both texts
being equally authentic

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For and on behalf of the
Ministry of Local Government
Rural and Urban Development

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For and on behalf of the
Gender Links