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2018-02-01

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Inquiries: MOTHJA TJ
Imbuzo:
Navrae:

Reference: 4/1/2
Inkomba
Verwysing:

2018-02-21

Date: 20/02/2018
Usuku:
Datum:

**TO: DR EV NZAMA
HEAD OF DEPARTMENT
KZN DEPARTMENT OF EDUCATION**

SUBJECT : STAR FOR LIFE PROGRAMMES IN UMKHANYAKUDE DISTRICT

1. PURPOSE

To obtain the approval of the Head of Department through signing the Memorandum of Understanding (MOU) with Star for Life, an NGO that operates in Umkhanyakude District.

2. BACKGROUND INFORMATION

- 2.1** Star for Life is an NGO that has been operating in Umkhanyakude District supporting our schools for more than ten years.
- 2.2** In the district they provide support to our learners and educators through the following programmes i.e. behavioral change programmes, SMT Leadership Programmes, Psycho-social support, School Health Programmes, Wellness Programmes, Sexuality Education, Life Skills Interventions, Career Guidance Programmes and Voluntary HIV Counselling.
- 2.3** In the past years their MOU was signed by Department of Health because they have been rendering more of Health related services, but now they are offering educational programmes hence they need an MOU with the Department of Education .

3. PEOPLE CONSULTED

In the district the following people have been consulted i.e. District MANCO, Circuit Managers, Operation Sukuma Sakhe and principals of schools.



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4. FINANCIAL IMPLICATION


There is no financial implication to the Department of education because all of their programmes are fully funded by STAR for Life and they use highly qualified personnel in running their workshops.

5. RECOMMENDATION

It is strongly recommended that the Head of Department approves this submission and also sign the memorandum of understanding which is attached in this submission.



MOTHA T.J.
DISTRICT DIRECTOR
UMKHANYAKUDE DISTRICT



DATE

SUPPORTED / NOT SUPPORTED



GUMEDE T.A
CHIEF DIRECTOR
DISTRICT OPERATIONAL MANAGEMENT



DATE



education

Department:
Education
PROVINCE OF KWAZULU-NATAL

SUBJECT : STAR FOR LIFE PROGRAMMES IN UMKHANYAKUDE DISTRICT

SUPPORTED / ~~NOT SUPPORTED~~

**MAPHUMULO N.
DIRECTOR – LEGAL SERVICES**

26/02/2018
DATE

RECOMMENDED / ~~NOT RECOMMENDED~~

**DLAMINI N.J
DEPUTY DIRECTOR GENERAL - IDS**

27/02/18
DATE

APPROVED / ~~NOT APPROVED~~

Approved

**DR E.V. NZAMA
HEAD OF DEPARTMENT
KZN DEPARTMENT OF EDUCATION**

06/3/2018
DATE

KWAZULU-NATAL DEPARTMENT OF EDUCATION

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education

Department:
Education
PROVINCE OF KWAZULU-NATAL



Star For Life

HEALTH PROMOTION AND YOUTH EMPOWERMENT INITIATIVE AGREEMENT

ENTERED INTO BY AND BETWEEN

PROVINCIAL DEPARTMENT OF EDUCATION
(hereafter referred to as "DoE")

AND

STAR FOR LIFE
Registration No. 2005 / 035773 / 08
(hereafter referred to as "SFL")

This Memorandum of Agreement (the "MOA"), effective as of _____, 2017 ("Effective Date"), is entered into by and between:

Star for Life is a non-profit organization, with its location at Suit 102/3 Marlin Mall, 53 Anglers Rod, Meerensee, 3900, KwaZulu-Natal, whose mission is to inspire young people in South Africa to live healthy and meaningful lives. Star For Life has adopted a holistic approach which is addressing Life-skills interventions {career pathing, psycho-social

support and wellness, Comprehensive Sexuality Education (CSE), Sexual Reproductive Health and Rights (SRHR)} and community outreach interventions.

This is done by providing programs that aspire to encourage positive behavioral change as well as impact on learning outcomes for a positive and promising future.

AND

The KwaZulu-Natal Department of Education of the Republic of South Africa ("DOE"), Special Needs Education Services (SNES) directorate located at Metropolitan Building, 188 Pietermaritz Street, Pietermaritzburg, 3201, SOUTH AFRICA.

RECITALS

SFL has received funding to provide psycho-social support by conducting educational workshops, classroom sessions and individual consultations in line with SFL program, covering attitudes and behavior change; extend access to health education and services to young people in schools, promote health awareness, support related activities in the districts in KZN concerned, and

WHEREAS, SFL and the DoE desire to collaborate with each other and other governmental and non-governmental organizations towards scaling up of such comprehensive sexuality education programs amongst school going youth under the SFL program; as well as to make provision of school health package as outlined in the ISHP and includes health screening, health education and on sight service. This would also include provision to voluntary HIV counselling and testing, health promotion and health education.

NOW, THEREFORE, in consideration of the foregoing, SFL and DOE (each a "Party," and jointly, the "Parties") agree as follows:

1. PURPOSE

SFL-DOE MOU

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While this MoA captures the mutual understanding of SFL and the DOE at the time of signing, both Parties recognize that this MOA is not a legally binding agreement, except as expressly provided herein. The purpose of this MoA is for the DoE to agree to the implementation of the SFL project at high schools in the province, to set forth the intentions and shared understanding of both Parties with regards to the shared goal of improving general health outcomes amongst school-going children, address health barriers in order to improve academic outcomes and making access to comprehensive sexual health services.

2. PROJECT OBJECTIVES

The Project is based on universal approaches, where a school has been identified as one of the most suitable site for an intervention that address challenges facing young people.

SFL has worked and will continue to work in collaboration with the department of Basic Education, Health, Social Development, Welfare and other related sectors and NGO's to provide health services that aims to achieve the following objectives:

Objective 1 to strengthen the internal infrastructure and self-esteem of learners to enable them to make life affirming decisions and choices

Objective 2 to strengthen learner commitment towards learning

Objective 3 to advocate healthy lifestyle

Objective 4 to strengthen Comprehensive Sexuality Education

Objective 5 to reinforce access to integrated youth friendly services

The SFL implementation model uses the holistic approach by incorporating edutainment, peer-teaching and arts. A Life Skills Coach is assigned to conduct workshops, give support to the Life Skills educators during classroom sessions in schools with the adolescents and young people, and providing information and psycho-social support. These coaches are encouraged to build relationships with the students which focus on their general well-being. This initiative is unique because it is a youth orientated, peer-

based approach that engages participants by learning through fun. It is also a learner-centred approach that incorporates arts (music, drama). In partnership with the schools the organization reaches a wider spectrum of adolescents and young people and is able to go back and measure impact.

By partnering with DoE, local health and development systems, making access and providing youth friendly services, empowering young people to live healthy and meaningful lives, raising awareness in their communities and making referrals to public health institutions this partnership seeks to achieve the health outcomes that will help South Africa to make progress towards meeting the objectives of the UNAIDS 90- 90 90 strategy and the commitments under the Sustainable Development Goals especially under the health goals e.g. Goals 1, 3, 4 and 5, as well as the National Adolescent sexual and reproductive health an rights framework strategy 2014-2019.

3. ROLES AND RESPONSIBILITIES OF THE PARTIES

3.1. Roles and Responsibilities of SFL

SFL undertakes to

- a. Conduct learners training workshops, classroom sessions as outlined in the SFL intervention strategy.
- b. Adhere and commit to the Departmental policy, norms, standards and guidelines
- c. Provide periodic reports, in form and substance to be agreed upon by the parties, including the sharing of information on targets and results
- d. Continue to hold periodic meetings between SFL project personnel and appropriate DoE authorities.
- e. Recruit and employ SFL coaches to be deployed to schools, such individuals must have a proper background in either psychology, health matters (registered professional nurses) in order to implement and fulfil the shared goals in the schools and the broader community



- f. SFL will continue to participate in relevant DoE planning and partners meetings and forums – to be specified in discussions with DoE and SFL and mutually agreed upon by the Parties. SFL will also fully support activities that aim to achieve the same objectives.
- g. SFL will work with DoE and DoH to ensure that materials used by the Mobile Health Unit (MHU) are in compliance with provincial policies and standard as well as guidelines as outlined by World Health Organization (WHO) and other recognized international health bodies.

3.2. Roles and Responsibilities of DoE:

The DoE undertakes to:

- a. allow SFL representatives access on to school premises
- b. in consultation with SFL allocate specific dates and times for SFL to present all workshops as outlined in the SFL intervention.
- c. Ensure the attendance of SMT for the leadership workshops
- d. Ensure all activities will continue to be implemented in close collaboration with respective authorities , to ensure coordination, information sharing and long term sustainability

3.3. Joint Development of Sustainability Plan:

SFL intends to implement the project in close coordination with the Provincial Government of Kwa-Zulu Natal in 3 Districts specified. SFL will provide DoE staff with the capacity and support to lead effective and efficient program implementation incorporating quality improvement methodologies towards better health outcomes for young people.

4. FUNDING

The Parties specifically acknowledge that this MOA is not an obligation of funds. Each Party will bear its respective costs, if any, relating to the Project, including any travel, under this MOA, unless otherwise specified in writing.



5. INTELLECTUAL PROPERTY

5.1. **No Implied Rights.** Nothing in this MOA shall be construed as granting either Party any right, title, license, or other interest in any patents, trademarks, copyrights, or other intellectual property of the other Party.


5.2. **Donor Rights in Project Materials.** In accordance with SFL's agreement with its donors (in Sweden, South Africa and USA "Donor"), the Donors has rights to the materials developed under the Project, including copyrights, review rights, and credit rights. DoE agrees not to use the Donor's name or logo or SFL's name or logo without the express prior written approval of the Donor or SFL, respectively.

5.3. **Donor Review Processes.** All Project materials will be subject to the review and approval processes specified in the agreement between SFL and its Donors and the use of SFL or Donors logos will be subject to the terms of that agreement and the policies and guidelines of both of those entities.

5.4. **Credit.** The Parties shall treat matters of authorship in a collaborative spirit, giving credit where it is due and proceeding in a manner that fosters cooperation and communication. Authorship for publications and presentations arising from the Project will be jointly discussed in advance between DoE and SFL, including the use of the DoE logo in accordance with its policies and guidelines. Publications and presentations are subject to the review processes specified in the agreement between SFL and its Donor. Publications and presentations developed with DoE personnel, materials, or specifically for use in the districts may be subject to review by DoE.

5.5. **Binding Obligations.** Notwithstanding the fact that this MoA is not a legally binding agreement, the Parties hereby expressly agree that the obligations set forth in this Section 5 shall be binding upon each of the Parties.

6. ANTI-CORRUPTION



Gana

6.1 Compliance. The Parties acknowledge that SFL's agreement with the Donors requires SFL to comply with all applicable anti-corruption laws including the laws of Sweden, USA and South Africa. The Parties further agree to respect the rules and regulations regarding corruption and the restrictions imposed upon public agents within the framework of the laws of the Republic of South Africa under the Project.

6.2 Binding Obligations. Notwithstanding the fact that this MOA is not a legally binding agreement, the Parties hereby expressly agree that the obligations set forth in this Section 6 shall be binding upon each of the Parties.

7. CONFIDENTIALITY OF DATA AND PERSONAL INFORMATION

7.1 Protection of Confidential Information. As the sponsors and/or funder of certain surveys and research under the Project, SFL is obligated to ensure the confidentiality of any human subject-identifiable private or personal information collected and processed under the Project. Although SFL anticipates collecting and processing only non-confidential, de-identified information, and although the DoE prefers to receive from SFL only non-confidential, de-identified information, DoE confirms that, should the DoE receive or have access to any human subject-identifiable private or personal information under the Project, the DoE will maintain the confidentiality of such private and/or personal information. SFL will be guided by and will adhere to the Provincial Research policy guidelines in conducting all surveys and operations research.

7.2 Data Users Agreement. SFL agrees to comply with the terms of Data Users Agreement with the National, provincial and district Department of Health concerning the use of data from Kwa-Zulu Natal Province.

7.3 Binding Obligations. Notwithstanding the fact that this MOA is not a legally binding agreement, the Parties hereby expressly agree that the obligations set forth in this Section 7 shall be binding upon each of the Parties.

A handwritten signature in black ink, appearing to read "Janna Mabele". The signature is written in a cursive style with a large initial 'J'.

8. MISCELLANEOUS

8.1. Term and Termination. This MOA is effective as of the Effective Date and will continue until _____ (date). Either Party may terminate this MOA upon thirty (30) days' prior written notice to the other Party.

8.2. Binding Obligations; Survival. Notwithstanding the fact that this MOA is not a legally binding agreement, the obligations set forth in this Section 8 shall be binding upon each of the Parties. Section 5, INTELLECTUAL PROPERTY; Section 7, CONFIDENTIALITY OF DATA AND PERSONAL INFORMATION; and Section 8, MISCELLANEOUS shall survive the expiration or termination of this MOA.

8.3. Relationship. Nothing in this MOA is intended or shall be deemed to constitute a partnership, agency, employer-employee, or joint-venture relationship between the Parties. Neither Party shall at any time be considered or hold itself out as an employee, partner, joint venture, agent, principal, or common member of any form of business entity with the other Party. Neither Party shall have the authority to execute or modify agreements or to make commitments on behalf of the other Party.

8.4. Non-exclusivity. This MOA is nonexclusive in nature and does not affect either Party's ability to enter into agreements or affiliations with other parties.

8.5. Dispute Resolution. Any differing viewpoints or interpretations on how to put this MOA into effect, which influence the implementation of the Project, will be settled amicably by consultation between the Parties.

8.6. Liability. Each Party shall be liable for any loss, claim, damage, and/or liability that it may incur as a result of its activities under the Project and/or this MOA.

8.7. Entire Agreement. This MOA (including Appendices), contains the entire agreement of the Parties. This MOA includes the following Appendices (incorporated herein)

Appendix 1: SFL's Project Description


Handwritten signature and date: "10/16/20" followed by a signature that appears to be "Jama".

IN WITNESS WHEREOF, the Parties hereby execute this Memorandum of Agreement and acknowledge that they are authorized to execute same.

STAR FOR LIFE (SFL)



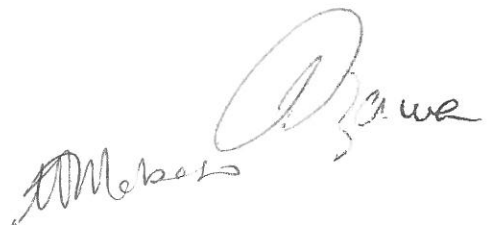
SFL-DOE MOU



**DEPARTMENT OF EDUCATION, KWA-
ZULU NATAL PROVINCE, REPUBLIC
OF SOUTH AFRICA**

06/03/2018

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By: Executive Director

Name: Thandeka Mabaso

Title: Executive Director

Date: 06/03/2018

By: _____

Name: _____

Title: _____

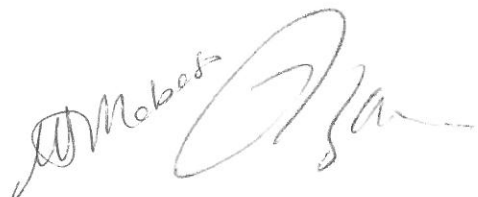
Date: 06/03/2018



Thandeka Mabaso

DRAFT:

Appendix 1: Project Description

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DRAFT:

Appendix 2:

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