



UNIVERSITY OF WESTERN CAPE (UWC)

POLICY DOCUMENT:
CENTRE FOR DISABILITY LAW AND POLICY
(CDLP)

DATE OF APPROVAL: C2009/4



UNIVERSITY *ufiA4!1*
WESTERN CAPE

ADDENDUM N.1

To the Service Contract No. 09-40052887 Related to the Establishment of a Pilot Centre for Disability Law and Policy, Signed on 23 June 2009

Between:

The international Labour Office (herein referred to as the "ILO") with its office located at 4 route des Morillons, CH-1211 Geneva 22, Switzerland,

and:

The University of the Western Cape (herein referred to as the "Contractor") with its registered office located at **Modderdam Road, Belleville, 7530, Cape Town, Republic of South Africa.**

It is now agreed that the Contract shall be amended to read as follows:

Clause 4 on Payment and Payment Conditions:

Sub-clauses 4_1 and 4.2 shall be replaced in their entirety as follows: _ _

- 4.1 Upon satisfactory completion of the Work, the ILO, in accordance with the provisions below, shall pay the Contractor the amount of: **US\$ Seventy thousand five hundred (70,500)**, representing the total Contract price and ILO's maximum financial liability under this Contract. Workshops conducted by the UWC in the framework of this Contract will be funded separately.
- 4.2 The amount as per sub-clause 4.1 above shall be paid as follows:
 - a. **US\$8'000** on signature of the Contract and on appointment of the Project Coordinator and support staff;
 - b. **US\$2'000** on signature of this addendum, to compensate for exchange rate fluctuation;
 - c. **US\$27'700** upon establishment of the COLP, including the appointment of Directors and putting in place measures to establish the LLM/MPhil Programme in Disability;
 - d. **US\$25'200** upon submission of a progress report on the LLM/MPhil Programme in Disability and the operation of the COLP, including a feasibility assessment of likely sources of on-going donor funding and a report on the Training Session / Workshop to be conducted for participants from participating countries and others; and
 - e. **US\$7'600** on submission and acceptance by the ILO of an final report, covering the first year of the CDLP, including a progress report on the LLM/MPhil Programme on Disability and on preparations for the 2"d sub- regional workshop to take place in October 2010.

All other clauses of the Contract remain unchanged.

Signed in two originals.

For the International Labour Office

For the Contractor

(signature)

(signature)

CHRISTINE EVANS-KLOCK, DIRECTOR
GENEVA, (date)

PROFESSOR JULIA JANE SLOTH
NIELSEN, DEAN
CAPETOWN (date)

Memo: **Proposal for the Establishment of a Centre for Disability Law and Policy at the Law Faculty of the University of the Western Cape**

To: **The Board of the Faculty of Law, University of the Western Cape**

Subject: **Terms of Reference for the Establishment of a *Centre for Disability Law & Policy* in the Faculty of Law of the University of the Western Cape**

From: **Prof TP van Reenen (Dept of Public Law & Jurisprudence, Faculty of Law, UWC)**

Date: **09th July 2009**

1. Background to the CDLP

The proposed Centre is a direct result of negotiations by the Law Faculty with the International Labour Organisation (ILO) at the end of the International Conference, titled the *Sub-regional Meeting on Disability Legislation: Decent Work for Persons with Disabilities in Africa*, held on 12 – 14 May 2008 at the University of the Western Cape.

Comment [B1]: It would be better to mention that it is hoped to involve Cornell and the National University of Ireland in the Project, rather than saying that they were involved in negotiations.

The purpose of that meeting was to examine legal provisions for the training and employment of persons with disabilities in Africa. It was organized by the ILO in collaboration with the University of the Western Cape, South Africa, and the Protestant University of Applied Science (EFHS), Bochum, Germany. It took place in the framework of a technical cooperation project "*Promoting the Employability and Employment of Persons with Disabilities through Effective Legislation (PEPDEL)*", funded by the Government of Ireland.

Nearly 470 million people with disabilities are of working age in the world today. While many have obtained employment and are fully integrated into society, untold millions of others face serious challenges in the world of work and in taking part in their communities and societies - higher unemployment, underemployment and lower earnings than persons without disabilities.

Changes in laws and policies, with a focus on employment and work, also play a significant role in creating opportunities for persons with disabilities. There are major international legal instruments and standards to achieve this, including International Labour Organization (ILO) conventions. The United Nations (UN) Convention on the Rights of Persons with Disabilities (CRPD), adopted by the UN General Assembly in December 2006 and entered into force in May 2008, is one of the newest instruments to aim for inclusive development. It is one of the core human rights instruments which has been negotiated with the highest participation of civil society and has attained widespread acceptance by the UN Member States. The UNCRPD was ratified by South Africa on 30 November 2007 and its Optional Protocol on 30 November 2008. These two instruments provide a framework to enable all stakeholders to move forward together towards ensuring that persons with disabilities enjoy the same human rights as others. The Convention reinforces and supports principles enshrined in key ILO standards: non-discrimination; equality of opportunity; equality between men and women as well as other principles. The CRPD requires that anti-discrimination laws are adopted and nationally enforced, and that a national enforcement and monitoring mechanism must be established by all Member States. This new monitoring mechanism will supplement the future Disability Rights Committee which will be entrusted with the international monitoring of the treaty.

The CRPD and other international conventions provide the foundation for addressing the needs of people with disabilities. In terms of employment, recognizing the central role of decent work in meeting the needs of people, including persons with disabilities, represents a major shift in terms of how jobs and employment are perceived worldwide.

Today many African countries have adopted or are planning to adopt anti-discrimination and or human rights laws that apply to persons with disabilities. Most of these laws cover employment discrimination and comprise a variety of enforcement mechanisms. While equality law in general is a developing legal subject worldwide, disability-based discrimination law is rather underdeveloped. The CRPD will greatly enhance the importance of this subject and other human rights issues. UWC has been selected as a Training, Teaching & Research Facility for collaborating Countries in East and Southern Africa.

2. Mission and Purpose of the COLP

The mission and purpose of the CDLP will comprise the following:

- a. To monitor the implementation and enforcement of the CRPD in Southern and Eastern African countries;
- b. To collaborate with South African and foreign universities and research institutions in developing policy options and possible changes and additions to the law relating to persons with disabilities;
- c. To collaborate with national and international state and non-state organisations in developing disability-related law and policy;
- d. To produce peer-reviewed published research outputs;
- e. To offer masters' and doctoral programmes in the field of disability law and policy;
- f. To present training sessions, workshops, seminars and conferences on disability law and policy;
- g. To be recognised by the United Nations Organisation, the African Union, and Southern and Eastern African Countries as a repository centre for official documents on disability law and policy;
- h. To establish and maintain a documentation and referencing centre for research materials on disability law and policy.
- i. To perform work on a consultative and contractual basis to maintain and promote its reputation and status and to augment its income;
- j. To raise funds for its operation and to establish and maintain a reserve fund to ensure its long-term sustainability and viability;
- k. To establish, maintain and promote a reputation and status as centre of excellence.

3. Status of the CDLP

The undertaking will be established as a research and training centre in the Law Faculty. It will at all times strive to comply with the conditions determined by UWC for such centres. It will actively participate in the International and Inter-Regional *PEPDEL* Project. It will be set up in terms of a Service Agreement between the ILO and UWC, initially for the period June 2009 to June 2010, and renewable annually after that during the timeframe of the *PEPDEL* project which is provisionally set to end in July 2011.

4. Structure of the CDLP

The Centre will initially comprise a membership of two directors, one coordinator and one administrator/researcher (both to be appointed on one-year renewable contracts). It is envisaged that the membership will in due course be extended to include a multi-national collaborative team of ten to twelve (10-12) members.

The founding directors will be Prof TP van Reenen (UWC) and Prof Th Degener (EFHS & UWC). The first coordinator will be Ms H  l  ne Combrinck.

5. Governance; Oversight and Financial Administration of the CDLP

The operation of the Centre will be governed and overseen as follows:

- a. An Overseeing Committee comprising (at least) one of the directors; the Dean of the Law Faculty (*ex officio*); one member of the Law Faculty Board; and one member of the Community Law Centre will be established. The Committee will submit a report on the activities of the Centre to the Law Faculty Board at every meeting of the Board. The Committee will submit annual reports on the operation of the Centre to the Law Faculty Board and the ILO.
- b. The day to day operation of the Centre will be overseen by a Management Committee comprising Prof TP van Reenen (Director, UWC) (Chair Person); Ms H Combrinck (Coordinator); the administrator/researcher; and the Dean of the Law Faculty (*ex officio*).
- c. The financial administration of the CDLP will be conducted by Prof TP van Reenen and Mrs H Jeftha (Senior Administrator in the Law Faculty) on an entity established solely for the purpose of the CDLP.

6. Resources and Funding of the CDLP

- a. Resources provided by the Law Faculty and the UWC
 - i. Two (2) furnished and equipped offices;
 - ii. Access to the research and teaching facilities of the Faculty and University.
- b. Resources provided by the ILO
 - i. Funding of \$56 000,00 per annum for salaries and operational costs of the Centre (for initial two (2) years);
 - ii. Separate additional funding for the presentation of the annual workshops and training sessions.

7. Coordinator of the COLP: Key Performance Areas (KPA)

- a. First Year (June 2009- May 2010)
 - i. Establish, Coordinate & Run Project on Implementation of the *Convention on the Rights of Persons with Disabilities (CRPD)* (2006) in RSA (& Selected Eastern African States);
 - ii. Graduate with LLD by March 2010;
 - iii. Involved in Reform & Development of Policy & Law;
 - iv. Initiate Establishment & Coordination of Structured *LLM/MPhil Programme in Disability & Law & Policy*;
 - v. Arrange Workshop/Training Session (Two Weeks) x 1 in October 2009;
 - vi. Communication & Networking;
 - vii. Generate Scholarly Publications (at least 1 by May 2010);
 - viii. Write Reports (Interim & Annual);
 - ix. Attend Meetings of Management Committee.
- b. Second Year (June 2010-May 2011)
 - i. Coordinate & Run Project on Implementation of the *Convention on the Rights of Persons with Disabilities (CRPD)* (2006) in RSA (& Selected Eastern African States);
 - ii. Involved in Reform & Development of Policy & Law;
 - iii. Coordination and Offering of Structured *LLM I MPhil Programme in Disability Policy & Law* (starting February 2011);
 - iv. Arrange Workshop/ Training Session (Two Weeks) x I in October 2010;
 - v. Communication & Networking;
 - vi. Fundraising;
 - vii. Generate Scholarly Publications (at least 2 by May 2011);
 - viii. Write Reports (Interim & Annual);

- ix. Attend Meetings of Management Committee;
- c. **Third Year (June2011-May2012)**
 - i. To be discussed and negotiated with the ILO and possibly additional donor/funding institutions.

ILO

SERVICE CONTRACT

no.: 09-40052887

between

THE INTERNATIONAL LABOUR OFFICE

And

THE UNIVERSITY OF THE WESTERN CAPE
with its registered office located at **MODDERRDAM ROAD, BELLEVILLE,**
7530, CAPE TOWN, REPUBLIC OF SOUTH AFRICA

The International Labour Office (hereinafter referred to as "the ILO") intends that certain work and/or services in connection with its project INT/08 /69/IRL (Oracle 101248) 'Promoting the Employability and Employment of Persons with Disabilities through effective Legislation' be contracted out and the University of the Western Cape (hereinafter referred to as "the UWC" or the "Contractor") has accepted to execute such work and/or services. Therefore the ILO and the Contractor hereby agree as follows:

1. WORK TO BE PERFORMED

- 1.1 The Contractor will perform the work and/or services as described in the Terms of Reference (TOR) attached as Annex 2.
- 1.2 The Contractor shall exercise all reasonable skill, care and diligence in the performance of the work and/or services as above described and hereinafter called the "Work".

2. DETAILS OF WORK IMPLEMENTATION

- 2.1 The Contractor shall commence the Work on 25 June 2009 and complete it by 30 June 2010. Subject to the satisfaction of the ILO and availability of the funds, this Contract may be renewed for another year. Any extension to the Contract shall be made by an addendum to this Contract.
- 2.2 The Work will be performed at the UWC, Faculty of Law.
- 2.3 The main contact person for the assignment will be Tobias Van Reenen, Senior Professor of Law, UWC.
- 2.4 Arrangements for necessary equipment, materials, workrooms etc. will be made by the UWC, as part of this Contract.
- 2.5 The Contractor is entirely responsible for obtaining all necessary licenses or authorizations etc. and for paying all taxes, fees, duties, etc. in relation with this Contract.

3. REPORTS

- 3.1 Six months from the date of commencement of the Work, the Contractor shall submit a report on progress made and problems faced.

- 3.2 The UWC will submit an initial report on the establishment of the Centre for Disability Law and Policy (CDLP) (July 2009), progress reports in November 2009 and March 2010, and a final report in May 2010, or within 40 days of this. Should the Contract be renewed for a further year, progress reporting will be at the equivalent intervals.
- 3.3 All reports shall be submitted to: Barbara Murray, Senior Disability Specialist, ILO Geneva, 4 rte des Morillons, 1211 Geneva, Switzerland (murrayb@ilo.org).

4. PAYMENT AND PAYMENT CONDITIONS

- 4.1 Upon satisfactory completion of the Work, the ILO, in accordance with the provisions below, shall pay the Contractor the amount of: US\$ Fifty Six Thousand (56,000), representing the total Contract price and ILO's maximum financial liability under this Contract. Workshops conducted by the UWC in the framework of this Contract will be funded separately.
- 4.2 The amount as per sub-clause 4.1 above shall be paid as follows:
- a. US\$8000 on signature of the Contract and on appointment of the Project Coordinator and support staff;
 - b. US\$22,000 upon establishment of the CDLP, including the appointment of Directors and putting in place measures to establish the LLM/MPhil Programme in Disability;
 - c. US\$20,000 upon submission of a progress report on the LLM/MPhil Programme in Disability and the operation of the CDLP, including a feasibility assessment of likely sources of on-going donor funding and a report on the Training Session/ Workshop to be conducted for participants from participating countries and others; and
 - d. US\$6,000 on submission and acceptance by the ILO of an final report, covering the first year of the CDLP, including a progress report on the LLM/MPhil Programme on Disability and on preparations for the 2nd sub-regional workshop to take place in October 2010.
- 4.3 Payments as per 4.2 (b) and (d) will only be made against invoices sent to ILO Skills and Employability Department, ILO Geneva, for the attention of Barbara Murray and which state the portion of the Work that has been completed.
- 4.4 The ILO reserves the right not to make payments if the ILO finds a report or the Work's progress unsatisfactory.
- 4.5 Any reimbursement due to the ILO by the Contractor shall be made in the currency of original payment within a period of 30 (thirty) days from the date of receipt of a written notice by the ILO.
- 4.6 Irrespective of their nature, all claims of the contracting parties, other than warranty claims and claims of the ILO to be defended, held harmless or indemnified by the Contractor against claims of third parties in accordance with the ILO Conditions for Service Contracts, arising from or in any way connected with this Contract, shall be asserted within 6 (six) months after its termination.

5. LIQUIDATED DAMAGES

- 5.1 If the Contractor fails to perform in whole or in part the Work or any part thereof within the specified time period(s), the ILO may, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equal to 0.2 per cent of the price of the delayed work and/or services for each day of delay until actual performance, up to a maximum deduction of 10 (ten) per cent of the price of the delayed work and/or services.

6. COMMUNICATION

- 6.1 On all matters arising from this Contract, the Contractor shall deal in the first instance with Barbara-Murray; Senior Disability Specialist, Skills and Employability Department, ILO, 4 rte des Morillons, CH 1211 Geneva (murrayb@ilo.org)

Written communications on technical issues shall be addressed to:

Barbara Murray, Senior Disability Specialist, Skills and Employability Department, ILO, 4 rte des Morillons, CH 1211 Geneva (murrayb@ilo.org) with a copy to: Ms Sujaree Theingrodrai, at the same address.

- 6.2 Written communications on issues connected with the provisions of the present Contract, its interpretation or any legal aspects related to it, shall be sent to the address given in the ILO Conditions for Service Contracts set out in Annex I.

7. TAX EXEMPTION AND CURRENCY FLUCTUATION

- 7.1 Section 9 of the Convention on the Privileges and Immunities of the Specialized Agencies provides, *inter alia*, that the ILO is exempt from all direct taxes, including VAT, except charges for utility services, and is exempt from customs duties and charges of similar nature in respect of services and articles imported or exported for its official use. In the event any government authority refuses to recognize ILOs exemption from such taxes, duties or charges, the Contractor shall immediately consult with the ILO, which will contact the Office of the Legal Adviser (JUR) and the Office of the Treasurer (TR/CF), to determine a mutually acceptable procedure.
- 7.2 Accordingly, the Contractor authorizes ILO to deduct from the Contractor invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the ILO before the payment thereof and ILO has in each instance specifically authorized the Contractor to pay such taxes. In that event, the Contractor shall provide ILO with written evidence that payment of such taxes, duties or charges has been made.
- 7.3 The amount stated in this Contract excludes any adjustment or revision on account of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of this Contract.

8. FORMATION OF CONTRACT

- 8.1 Terms of business or conditions of contract or general reservations published or issued by the Contractor or written in any correspondence or documents emanating from the Contractor shall not apply to this Contract unless such terms, conditions or general reservations are specifically accepted by the ILO in writing.
- 8.2 This Contract becomes effective upon its signature by both parties. It shall expire upon fulfilment by parties of their respective obligations or otherwise in accordance with the provisions herein.

9. ANNEXES

The following documents form an integral part of the present Contract:

- 9.1 Annex 1: the ILO Conditions for Service Contracts;
 9.2 Annex 2: Terms of Reference

For the International Labour Office

For the Contractor

(signature)

(signature)

Chris Evans-Klock, Director
 GENEVA, 23/06/09
 (place) (date)

Professor Julia Jane Sloth-Nielsen, Dean
 CAPETOWN ... / ... /
 (place) (date)