

**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA**

CASE NO: 39650 /2015

In the matter between:

THE SOUTH AFRICAN HISTORY ARCHIVE TRUST Applicant

and

**THE MINISTER OF JUSTICE AND CORRECTIONAL
SERVICES** 1st Respondent

**THE DEPUTY INFORMATION OFFICER:
THE DEPARTMENT OF JUSTICE AND
CORRECTIONAL SERVICES** 2nd Respondent

SETTLEMENT AGREEMENT

1 THE PARTIES

1.1 The Parties to this agreement are –

1.1.1 The South African History Archive Trust (Applicant);

and

1.1.2 The Minister of Justice and Correctional Services (First Respondent); and

1.1.3 The Deputy Information Officer: Department of Justice and Correctional Services (Second Respondent);

*NPM
ch*

2 INTERPRETATION

- 2.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them –
- 2.1.1 "**Agreement**" means the agreement contained in this document;
- 2.1.2 "**Applicant's Expert**" refers to Mr Gerald O' Sullivan who was the National Information Systems Manager of the TRC from March 1996 to October 1998 and who was responsible for building and managing the TRC Database.
- 2.1.3 "**Business day**" means any day other than a Saturday, Sunday or public holiday;
- 2.1.4 "**Parties**" mean the parties to this Agreement;
- 2.1.5 "**Respondents**" refer to the First and Second Respondent;
- 2.1.6 "**Signature Date**" means the date of signature of this Agreement by the last signing party.
- 2.1.7 "**TRC**" means the Truth and Reconciliation Commission which was established by the Promotion of National Unity and Reconciliation Act 34 of 1995.
- 2.1.8 "**TRC Database**" means the Truth and Reconciliation Commission's Victims Database;

3 INTRODUCTION

- 3.1 The Respondents provided the Applicant with the TRC Database in a CD format on 4 September 2015.
- 3.2 The Applicant's Expert perused and processed the data contained on the CD and concluded that the data amounts to the TRC Database in a complete and useable format.
- 3.3 In light of the above, a settlement is proposed as per paragraph 4 below.

4 SETTLEMENT

- 4.1 The Parties have agreed to settle the matter between them as follows –
- 4.2 The Respondents will only be liable to pay the disbursements of the Applicant as

the Applicant's attorneys acted on a *pro bono basis*. Disbursements in this instance will include the cost of one junior counsel in respect of the drafting & settling of the application, on a party to party scale.

- 4.3 A bill of cost will be drafted by the Applicant's representatives and will be taxed accordingly by the Taxing Master of the relevant High Court.
- 4.4 The Applicant will serve and file a notice of withdrawal within a reasonable period after the agreement has been signed by the parties' representatives.

5 GENERAL

- 5.1 The parties agree that this agreement constitutes the whole agreement between the parties relating to the matters dealt with herein, no condition or term relating to the subject matter of this agreement not incorporated in this agreement shall be binding on any of the parties.

6 BREACH

- 6.1 Should either Party fail to comply with this agreement, the aggrieved Party shall without prejudice to any other rights it may have under law, approach the above Honourable Court for relief.

SIGNED at CAMA Hill, BEAAMFONTEIN on this 11 day of MAY 2016.

For and on behalf of
SOUTH AFRICAN HISTORY ARCHIVE TRUST

[Handwritten Signature]
Signature

CATHERINE KENNEDY
Name of Signatory

DIRECTOR
Designation of Signatory

SIGNED at Pretoria on this 15th day of April 2016.

For and on behalf of
DEPARTMENT OF JUSTICE & CORRECTIONAL SERVICES

N. Mabasa

Signature

Progressive Mabasa

Name of Signatory

Assistant State Attorney

Designation of Signatory

COMMISSIONER OF OATHS
 Nomaswazi Malinga
 Attorney
 ProBono Org
 1st Floor West Wing
 Women's Hall
 Constitution Hill
 Kotze Street
 Braamfontein

Certified true copy of original

Date: 12/05/16

[Handwritten initials]