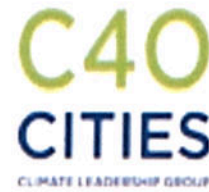




CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”) is made by and between C40 Cities Climate Leadership Group Inc. (“**C40**”) and the City of Cape Town together with C40, the “**Parties**”, and each, a “**Party**”).

BACKGROUND

Created by cities for cities, C40 advances climate action agendas of the world’s megacities in order to achieve meaningful reductions of greenhouse gas emissions and climate risks.

C40 is a global network of engaged megacity mayors committed to reducing their greenhouse gas emissions through the implementation of meaningful, measurable, replicable and sustainable climate-related policies and programs. As a network, C40 equips and empowers cities to lead the fight against climate change while building the case for the global importance of climate action in growing city economies, creating jobs, and improving cities as places to live and work.

An international staff works with the C40 network under the leadership of city governments to achieve meaningful reductions of greenhouse gas emissions and climate risks. Using a data-driven approach, staff identify and promote the exchange of proven programs and policies developed by cities; provide world class research, technical expertise and access to key partners to deliver new program and policies with cities; and communicate cities’ individual achievements and collective leadership. As an organization, C40 is committed to furthering research related to climate change and cities, and providing a platform for cities to communicate achievements and collective leadership while advancing a unified agenda. C40 was established in 2005 and expanded via a partnership in 2006 with President William J. Clinton’s Climate Initiative (CCI).

The City of Cape Town has been a pioneer in the area local energy and climate action. It was one of the first African cities to complete a State of Energy report (2003) and adopt an Energy and Climate Change Strategy (2006). A second State of Energy Report was produced in 2009, leading to the first Cape Town Energy Futures Study, whilst a third iteration will be published in 2015. As part of its increasing commitment to implementation, the City adopted an Energy and Climate Action Plan (ECAP) in 2010 which links energy and climate to Cape Town’s development strategy.

Forty programme areas made up of over 120 projects are coordinated through the Plan. The City's commitments include: 10% reduction of municipal electricity consumption by 2012; 10% city-wide electricity consumption reduction by 2012; 10% renewable and cleaner energy share by 2020 etc. The municipal and citywide consumption reduction targets have not only been achieved, but exceeded. The ECAP is currently undergoing a full review and updating process which will involve the identification of key priority areas and projects, whilst assessing progress and setting up systems to monitor and evaluate current projects and programmes. The process will also aim to develop updated energy and climate change targets for the City.

With the establishment of a dedicated Energy and Climate Change Portfolio Committee (political) and a Green Economy, Energy and Climate Change Working Group (administrative), Cape Town has made significant advances in establishing institutional structures to coordinate energy and climate responses across the municipality. It has undertaken a comprehensive Sea Level Rise Risk Assessment, is establishing a Coastal Protection Zone and Setback Strategy, and developed a comprehensive Climate Adaptation Plan of Action.

The City actively engages in international platforms including the carbon~~n~~ Cities Climate Registry, ICLEI, the Carbon Disclosure Project (CDP) and C40 Network.

1. **Goal Commitments.** The Parties agree to make use of their respective resources to achieve the following goals:
 - a. Recognizing the valued partnership between C40 and the City of Cape Town to work together to reduce local greenhouse gas emissions and climate risks, the Parties wish to voluntarily enter in the agreement described herein.
 - b. C40 and the City of Cape Town will jointly develop an annual workplan to support this partnership agreement and will jointly track progress to meeting the goals and targets agreed therein.

2. **In support of the Goals, the City of Cape Town will:**
 - a. Identify a single contact person within the Mayor's office to be the primary point of contact within the City for the purpose of this Agreement. This contact person will be Councillor J van der Merwe, Mayoral Committee member for Energy, Environment & Spatial Planning, 6th Floor, Podium Block, Civic Centre, 12 Hertzog Boulevard, Cape Town.
 - b. Depending on need, provide the Regional Director and/or City Adviser with in-kind support, e.g., office space or regular meetings/space, etc.

- c. Engage with C40 in a collaborative dialogue regarding its Climate Change Agenda and identify key initiatives to which C40 can provide support through its services and networks.
- d. Actively work with C40 to make measurable progress toward the implementation of the C40-City of Cape Town Work Plan (to be attached as **Annex B** upon completion). The primary contact will identify and/or coordinate other relevant City staff to work with C40 to carry out the Work Plan and report on progress annually, where possible.
- e. Endeavor to meet the requirements included in the C40 Participation Standards (**Annex A**), including:
 - a. *Disclose available data on environmental performance, greenhouse emissions and climate risk, where possible, annually to C40 (via the CDP platform where possible).*
 - b. *Update the City Profile on the C40 website and participate in at least one network that pertains to the City's Climate Action priorities.*
 - c. *In collaboration with C40, post on the C40 website one or two case studies related to its best practices to showcase the City's leadership to its global network.*
 - d. *Attend the bi-annual C40 Mayoral Summit at a senior level.*

3. **In support of the Goals, C40 will:**

- a. *Provide on the ground support by virtue of the presence of the C40 Regional Director who will act as an active conduit between the City of Cape Town staff, other cities in the region and across the organization, and the organization.*
- b. *Facilitate knowledge transfer and Peer-To-Peer exchange with city officials of the C40 global network and also through the C40 Virtual Exchange, especially in the areas included in Annex B.*
- c. *Facilitate and support the participation of the City of Cape Town in existing and future networks relevant to the City's climate change priorities, some of which may focus on energy efficiency in both municipal and private sector buildings, energy data measurement and reporting, transit orientated development, low emission vehicles, BRT systems, creditworthiness, revenue models and the establishment of a sustainability resource funding mechanism, sustainable solid waste systems and climate change adaptation, and for which the City of Cape Town has already expressed a strong interest based on its regional leadership in this area.*
- d. *Channel support to the City of Cape Town through the C40 Networks, as agreed and detailed in Annex B, Workplan, to be updated annually, but including research, technical assistance through network partnerships, and collaborative efforts among participating cities.*
- e. *Help share knowledge about the City's progress and best practices through its C40 website, blogs and press connections.*

4. **Term/Termination.** The term of this MOU will commence on date of signature and continue for an initial term of three years, provided, however, that either Party can terminate this MOU at any time upon written notice to the other Party.
5. **Press/Marketing.** Any public announcements through press releases, media advisories or other similar means regarding this MOU or the work of the Parties hereunder shall require the prior written approval of the Parties hereto prior to such announcements.
6. **Other Efforts.** The Parties to this MOU may from time to time choose to engage in additional efforts to enhance or support the work contemplated by this MOU. Such additional efforts will be separately agreed upon, in writing, by the Parties and will be made a part of this MOU by being attached as an addendum and/or amendment to this MOU.
7. **Intellectual Property.** This MOU shall not be construed to grant to either Party any license to use the logo or printed materials of the other Party, except in such form and manner as may be approved with the prior written consent of the Party to whom such logo or printed materials belong. Any and all requests for use of the logo or printed materials of a Party shall be submitted to the Party to whom such logo or materials belong and will require such Party's written approval prior to any such use.
8. **Confidentiality.**
 - a. During the course of this MOU, the Parties may make available to each other certain Confidential Information (as hereinafter defined) or one Party may otherwise learn of Confidential Information belonging to the other Party. For purposes of this Section, "**Confidential Information**" means any and all confidential or proprietary information regarding a Party or its business, including, without limitation, all products, patents, trademarks, copyrights, trade secrets, processes, techniques, scientific information, computer programs, databases, software, services, research, development, inventions, financial, purchasing, accounting, marketing, fundraising and other information, whenever conceived, originated, discovered or developed, concerning any aspect of its business, whether or not in written or tangible form; provided, however, that the term "Confidential Information" shall not include information (i) which is or becomes generally available to the public on a non-confidential basis, including from a third party provided that such third party is not known to be in breach of an obligation of confidentiality with respect to such information, (ii) which was independently developed by a Party not otherwise in violation or breach of this MOU or any other obligation of one Party to the other, or (iii) which was rightfully known to a Party prior to entering into

this MOU. For the avoidance of doubt, Confidential information shall include any non-public city data provided by C40.

- b. Except as otherwise provided herein: (i) the Parties shall hold in strictest confidence any of the other party's Confidential Information; (ii) subject to clause (iii) of this paragraph, the Parties shall restrict access to the Confidential Information to those of their members, officers, directors, personnel, partners, agents and advisors (together, "**Representatives**") with a need to know and who (x) are under confidentiality obligations no less restrictive than those contained herein and (y) engaged in a permitted use of the Confidential Information (and each Party hereto shall be legally responsible for any unauthorized use or disclosure of Confidential Information by any of its Representatives); (iii) neither Party shall distribute, disclose or convey Confidential Information to any third party other than its Representatives without the prior written consent of the other Party; *provided, however*, that C40 may disclose Confidential Information it deems necessary or advisable in connection with its mission and conducted in the ordinary course of business; (iv) the Parties shall not copy or reproduce any Confidential Information except as reasonably necessary to perform any obligations hereunder; and (v) neither Party shall make use of any Confidential Information for its own benefit or for the benefit of any third party. The foregoing to the contrary notwithstanding, the Parties shall not be in violation of this subsection in the event that a Party reasonably believes is legally compelled to disclose any of the Confidential Information, provided that in any such event the disclosing Party will provide the other party with reasonably prompt written notice prior to any such disclosure so that the non-disclosing Party may obtain a protective order or other confidential treatment for the Confidential Information, and in the event that a protective order or other remedy is not obtained by the non-disclosing Party, the disclosing Party will furnish only that portion of the Confidential Information which it reasonably believes is legally required to be furnished.

For the avoidance of doubt, C40 may disclose Confidential Information to Climate Leadership Group for Cities LLC and its affiliates.

9. **Binding Effect.** Other than Sections 6, 8, 9 and 10, this MOU is not binding on either Party and neither Party shall have any obligations to the other unless and until the Parties execute and deliver definitive, legally binding documentation setting forth the understandings of the Parties. For the avoidance of doubt, termination of this MOU shall not discharge any obligations of either Party under Sections 8 and 9 of this MOU.
10. **Choice of Law and Venue.** This MOU shall be governed and construed in accordance the laws of the State of New York, which shall prevail in the event of any conflict of law. **[If Partner is in the US:** The Parties agree that either may institute any action against the other

in any state or federal court of competent subject-matter jurisdiction located in New York, New York, and the Parties hereby irrevocably submit to the jurisdiction of such court and waive any objection that it may have to either the jurisdiction of or venue in such court.] **[If partner is international:** In case of disputes arising out of this Agreement, the parties shall resolve the dispute exclusively through arbitration in accordance with the arbitration rules of the International Chamber of Commerce ("ICC"), which arbitration shall be conducted in the English language before the International Court of Arbitration of ICC in London, United Kingdom.]

11. **No Assignment.** This MOU may not be transferred or assigned to any other party without the express written permission of the other Parties hereto.
12. **Counterparts.** This MOU may be executed in counterparts (including by means of facsimile or electronic transmission), each of which shall be deemed an original but which together shall constitute one and the same instrument.

[Signatures appear below]

Acknowledged and agreed to this 3rd day of March, 2015.

The City of Cape Town

C40 Cities Climate Leadership Group Inc.

By: P. de Lille.

By: [Signature]

Mayor Patricia de Lille
Executive Mayor of Cape Town

Mark Watts
Executive Director