



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD



ACCRA  
METROPOLITAN  
ASSEMBLY  
Smart, Sustainable & Resilient City

## DECLARATION OF COOPERATION

between

CITY OF CAPE TOWN

METROPOLITAN MUNICIPALITY

REPUBLIC OF SOUTH AFRICA

(Hereinafter referred to as "Cape Town")

Duly represented by **Ms Patricia de Lille** in her capacity as **Executive Mayor**  
and duly authorised thereto

and

ACCRA METROPOLITAN ASSEMBLY

CITY OF ACCRA

REPUBLIC OF GHANA

(Hereinafter referred to as "Accra")

Duly represented by **Mr Mohammed Adjei Sowah** in his capacity as **Honourable Mayor**  
and duly authorised thereto

(Hereinafter referred to as "the Participants")

## **PREAMBLE**

**WHEREAS** the Participants are recognised as emerging global leaders in the international trade and commerce sectors;

**WHEREAS** the Participants have fostered environments of innovation, corporate excellence and development in the socio-economic arena, which has been strengthened in turn by each Participant's international relationships;

**WHEREAS** the strengths and synergies between the Participants have cultivated many successful and prosperous relationships, bringing about a unique opportunity for the Participants to edify and enhance collaborative and cooperative initiatives, culturally, economically and socially towards the fulfilment of a strong and growing city-to-city relationship;

**WHEREAS** Cape Town aspires to establish relationships with international cities to explore cultural, economic and/or social links that could benefit trade, industry, facilitate job creation, investment and promote excellence and innovation in government between the cities;

**WHEREAS** the Executive Mayor of Cape Town in correspondence dated the 11 April 2014, addressed the Honourable Mayor of the Accra Metropolitan Assembly, invited the Accra Metropolitan Assembly to establish formal relations with the City of Cape Town;

**WHEREAS** the Participants envisage working together to further existing and potential alliances, ventures and opportunities, to create, where needed, cohesive and practical programs to support the realisation of these potential alliances, ventures and opportunities, as well as exchanging applicable knowledge in various areas to improve the lives of its people;

**WHEREAS** the Participants hope to establish better goodwill, friendship, cooperation and create mechanisms for its implementation within the framework of their respective jurisdiction on the basis of mutual respect and mutual benefit, in conformity with the laws and policies of South Africa and Ghana.

**The Participants hereby record their understanding to cooperate as follows:**

### **1. PURPOSE OF THIS DECLARATION**

The Participants declare their intention to establish a cooperative relationship, in accordance with prevailing laws, policies and regulations of each country in the following fields:

- 1.1 Trade and Investment;
- 1.2 Financial Management;
- 1.3 Tourism;
- 1.4 Manufacturing;

- 1.5 Urban infrastructure and Development;
- 1.6 Governance and Capacity Building; and
- 1.7 Arts and Culture.

## **2. OBJECTIVES OF THE COOPERATION**

The Participants undertake to work together in an appropriate manner towards achieving positive growth in relation to social, economic, technological, industrial, tourism and environmental commitments, as well as good governance goals, within each Participant's jurisdiction and to realise the full potential of each Participant.

## **3. AREAS OF COOPERATION**

In giving effect to these undertakings, the Participants commit themselves:

- 3.1 To create integrated and sustainable relationships with each other, in which expertise, research, and best practices are shared with the goal of achieving the purposes as mentioned in Clause 2 hereof;
- 3.2 To seek to understand each other's priorities, capacities and constraints;
- 3.3 To develop mechanisms to identify mutually agreed programmes and projects for the purpose of achieving goals mentioned in Clause 2 hereof;
- 3.4 To further the development goals of each City in a sustainable manner; and
- 3.5 To promote innovation and knowledge transfer.

## **4. DURATION**

- 4.1 This Declaration comes into effect upon signature and will remain in effect indefinitely, unless terminated by written notice by either Participant.
- 4.2 Any changes to this Declaration will be reduced to writing and signed by both Parties.

- 4.3 Should the termination of this Declaration be envisaged within the stipulated duration, such termination, where possible, will not affect completion of ongoing projects carried out under this Declaration.

## **5. GOOD FAITH AND DISPUTE RESOLUTION**

The Participants must seek to resolve any dispute concerning the implementation of this Declaration through dialogue and discussions in good faith.

## **6. ASSURANCES**

- 6.1 The Participants intend to identify and undertake projects in line with the objectives of this Declaration.
- 6.2 When the projects are identified, the Participants will make every effort to obtain the necessary authority to implement and fund said projects and further agreements will be entered into with respect to such projects.
- 6.3 This Declaration is in accordance with and does not conflict with the Participants' respective laws.
- 6.4 The areas of collaboration as mentioned in Clause 1 herein, is within the Participants' respective functional areas; alternatively, the Participants have obtained the necessary authority to act within that specific functional area from the appropriate sphere of their respective governments.

## **7. FUNDING**

- 7.1 At the signing of this Declaration there are no financial implications that are foreseen or immediately ascertainable.
- 7.2 Should any financial implication(s) or obligation(s) arise out of this Declaration, the Declaration would be reviewed.
- 7.3 Any renegotiated Declaration as contemplated in Clause 7.2 or amendment herein, will be reduced to writing and signed by both Participants.

## 8. MONITORING AND ADMINISTRATION

Each Participant will appoint a representative who will be responsible for the good execution of its provisions.

## 9. SIGNATURE

- 9.1 This Declaration is signed by the Participants on the dates and at the places indicated below.
- 9.2 This Declaration may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same Declaration as at the date of signature of the Participant last signing one of the counterparts.
- 9.3 The person signing this Declaration in a representative capacity warrants his or her authority to do so.
- 9.4 The Participants record that it is not a requirement for the validity of this Declaration that a Party have its signature to this Declaration verified by witnesses.

Signed on the 02 day of FEBRUARY 2018 at the City of Cape Town \_\_\_\_\_  
CIVIC CENTRE in two (2) original copies in English.

WITNESSES

1. John S. R. R. R.  
2. [Signature]

For and on behalf of **CAPE TOWN**

P. de Lille.

**MS PATRICIA DE LILLE**

**EXECUTIVE MAYOR**

Signed on the 02 day of FEBRUARY 2018 at the City of Cape Town \_\_\_\_\_  
CIVIC CENTRE in two (2) original copies in English.

WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

**M. ADJEI SOWAH**  
**HONORABLE MAYOR**

For and on behalf of **ACCRA**

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