



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

Making progress possible. Together.



Malmö stad

## MEMORANDUM OF UNDERSTANDING ON COOPERATION

between

CITY OF CAPE TOWN MUNICIPALITY

REPUBLIC OF SOUTH AFRICA

(Hereinafter referred to as "Cape Town")

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

and

CITY OF MALMÖ

SWEDEN

(Hereinafter referred to as "Malmö")

Duly represented by **Katrin Stjernfeldt Jammeh** in her capacity as **Executive Mayor** and duly authorised thereto

(Hereinafter referred to as "the Participants")

## **PREAMBLE**

**RECOGNISING** the Participants as leaders in environmental management which have fostered environments of innovation, excellence and development in the socio-economic arena;

**WHEREAS** the strengths and synergies between the Participants have cultivated many successful and prosperous relationships and, a unique opportunity exists 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 and Malmö aspire to establish relationships with international cities to explore links that could mutually benefit and promote excellence and innovation in government between the cities;

**WHEREAS** the Participants envisage working together to further existing and potential alliance, 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 and to strengthen local democracy;

**WHEREAS** the Participants envisage a movement for local community development and volunteer action in an international context that promotes the interests of and benefits both Cape Town and Malmö;

**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 the City of Cape Town and the City of Malmö.

### **Have reached the following understanding:**

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

The Participants declare their intention to establish a co-operative relationship in the following fields:

- 1.1 Environmental management and sustainability
- 1.2 Social integration
- 1.3 Environmental education, communication and training
- 1.4 Knowledge transfer and exchange
- 1.5 Arts, Culture, Creative Industries and Heritage

#### **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 will endeavour:

- 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 Paragraph 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 Paragraph 2 hereof;
- 3.4 To further the development goals of each City in a sustainable manner;
- 3.5 To strengthen, support and further develop local democracy in both cities;
- 3.6 To promote innovation and knowledge transfer;
- 3.7 To identify and evaluate priority areas for carrying out specific technical co-operation activities;
- 3.8 To support exchange visits between the Participants;
- 3.9 To create, if necessary, committees to oversee the areas of co-operation;
- 3.10 To recommend and prepare instruments designed to identify activities, programs and projects to be executed, as well as assessing their implementation impact; and
- 3.11 Oversee proper observance and compliance with this Cooperation MOU.

#### **4. FUNDING**

- 4.1 At the signing of the Cooperation MOU there are no financial implications that are foreseen or immediately ascertainable.
- 4.2 Should any financial implication(s) or obligation(s) arise out of this Cooperation MOU, the Cooperation MOU would be reviewed.

#### **5. MONITORING AND ADMINISTRATION**

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

#### **6. AMENDMENTS**

Any changes to this Cooperation MOU will be reduced to writing and signed by both Parties.

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

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

#### **8. DURATION AND EFFECTIVE DATE**

- 8.1 This Cooperation MOU comes into effect upon signature. It will remain in effect for four (4) years and may be renewed by agreement between the Parties unless terminated by written notice by either Participant.
- 8.2 Should the termination of this Cooperation MOU be envisaged within the stipulated duration, such termination, where possible, will not affect completion of ongoing projects carried out under this Cooperation MOU.

W

Signed on the 22 day of SEPTEMBER 2016 at the City of Cape Town in two (2) original copies in English.

WITNESSES

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

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

For and on behalf of **CAPE TOWN**

Patricia de Lille.

**PATRICIA DE LILLE**  
**EXECUTIVE MAYOR**

Signed on the 2 day of nov 2016 at the City of Malmö in two (2) original copies in English.

WITNESSES

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

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

For and on behalf of **MALMÖ**

Katrin Stjernfeldt Jammeh

**KATRIN STJERNFELDT JAMMEH**  
**EXECUTIVE MAYOR**