



CITY OF CAPE TOWN  
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München

## **MEMORANDUM OF AGREEMENT**

**between**

**THE CITY OF CAPE TOWN**

**REPUBLIC OF SOUTH AFRICA**

(Hereinafter referred to as "Cape Town")

**And**

**THE CITY OF MUNICH**

**FEDERAL REPUBLIC OF GERMANY**

(Hereinafter referred to as "Munich")

# **MEMORANDUM OF AGREEMENT**

**between**

**THE CITY OF MUNICH**

**and**

**THE CITY OF CAPE TOWN**

## **1 PARTIES TO THE AGREEMENT**

- 1.1 The City of Munich, a municipality established in terms of the Article 28 (2) of the Basic Law for the Federal Republic of Germany. The City of Munich is represented herein by the City Mayor: City of Munich.
- 1.2 The City of Cape Town, a metropolitan municipality established in terms of the provisions of the Local Government: Municipal Structures Act No. 117 of 1998. The City of Cape Town is represented herein by the Executive Mayor: City of Cape Town.

## **2 PREAMBLE**

- 2.1 The parties affirm that they abide by the principles set out by the "50 Municipal Climate Partnerships by 2015 Programme" implemented by Engagement Global / Service Agency Communities in One World on behalf of the German Federal Ministry for Economic Cooperation and Development, which entails shared responsibility, knowledge and experience exchange and joint creation of strategies and climate change responses. The principles include:

- 2.1.1 A willingness to develop a joint programme of action on the topics of climate change mitigation and adaption.
- 2.1.2 A guarantee that relevant departments will cooperate with each other, and with relevant civil society organisations, in good faith.
- 2.1.3 Active participation in the 50 Climate Cities Programme's municipal network and its meetings.
- 2.2 The parties have identified and acknowledged the following areas of importance for advancement of climate change mitigation and adaptation in both cities:
  - 2.2.1 Visioning and strategy development;
  - 2.2.2 Knowledge exchange;
  - 2.2.3 Technology transfer;
  - 2.2.4 Sustainable infrastructure development with a focus on renewable energy and energy efficiency;
  - 2.2.5 Skills development;
- 2.3 Within the limits of their respective powers and resources, the parties affirm their commitment to jointly collaborate in the above mentioned, although not comprehensive, list of areas.
- 2.4 The parties affirm their mutual aspiration to focus on long-term, constructive cooperation between the respective partner municipalities and their civil society organisations.
- 2.5 The parties affirm that they will pursue proper utilisation and engagement with the objectives, opportunities and benefits offered by the Service Agency<sup>1</sup>, which include:
  - 2.5.1 To pursue systematic integration of climate change mitigation and adaptation into the work of their partnership.
  - 2.5.2 To support the secondment of experts when needed.

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<sup>1</sup> The "Service Agency Communities in One World" is a division of "Engagement Global GmbH", which is working on behalf of the German Federal Ministry for Economic Cooperation and Development to support the building of municipal partnerships – currently focusing on climate change, participatory budgeting and sustainable urban development.

2.5.3 To be engaged with national and international network meetings

2.5.4 To utilise the set of climate management guidelines provided by the Service Agency to help design joint programmes of action.

### 3 COLLABORATION ON KNOWLEDGE AND INFORMATION EXCHANGE, VISION AND STRATEGY DEVELOPMENT, PUBLIC AWARENESS RAISING AND PROJECTS:

The parties undertake to collaborate with each other with regard to strategic areas which serve to further climate change mitigation and adaptation responses in Cape Town and Munich. Such collaboration shall include, but not necessarily be limited to, the following:

- 3.1 Jointly developing and agreeing on a "Programme of Action" that will guide the Partnership.
- 3.2 Working together on joint projects as authorised and decided upon by the both cities.
- 3.3 Working together with regard to the formulation of an Energy Visions 2040 strategy/plan for the City of Cape Town.
- 3.4 On-going mutual knowledge and information exchange with regard to climate change mitigation and adaptation matters including regulatory and institutional issues, policy development, best practices, behaviour change, communication and awareness campaigns.
- 3.5 Mutual cooperation in areas such as technology sharing, sharing of regulatory instruments such as standards and protocols, cooperation in investment opportunities and fund raising.
- 3.6 Any other areas that further the objectives of the 50 Municipal Climate Partnerships.



#### 4 INVOLVEMENT OF THIRD PARTIES IN THE PARTNERSHIP

As a requirement of the 50 Climate Cities Partnership and to enhance the effectiveness of the partnership, the Partner municipalities agree to collaborate with academic based institutions, not-for-profit organisations and the private sector in furtherance of the objectives of the Partnership.

4.1 Third parties identified by the City of Munich might include, but are not limited to: 'Munich for Climate Protection'; 'Munich Climate Autumn'; relevant Munich based environmental and not-for-profit organisations for instance 'Green City e.V.'; the Bavarian State Government and national government.

4.2 Third parties identified by the City of Cape Town include, but are not limited to: the Cape Town Partnership; Western Cape Government (the Department of Economic Development and Tourism; the Department of Environmental Affairs & Development); not-for-profit organisations for instance Sustainable Energy Africa, Green Cape and private sector stakeholders including, Chamber of Commerce, Siemens SA and Arup SA.

4.3 Parties agree to use the partnership to expand on existing strategic partnerships including a long-standing partnership between the State of Bavaria and the Western Cape Government and an existing South Africa - Germany co-operation agreement related to technical, economic and training cooperation. A renewable energy export initiative forms part of the latter cooperation as well as the German TREE (transfer renewable energy and energy efficiency) scholarship program, which facilitates the transfer of know-how in renewable energies and energy efficiency.

#### 5 DURATION OF AGREEMENT

The partnership will consist of and endure for two-phases, namely:

5.1 Phase 1: Development of a joint programme of action within the framework of the "50 Municipal Climate Partnerships". This phase is as an obligatory term of the partnership and shall endure until 2015.

5.2 Phase 2: implementation of the programme of action. The parties are mutually committed to implementation of the programme and will strive to concretise it into tangible activities. This phase will endure for a period agreed by the parties, subject to the condition that it may be cancelled by either party upon three months' written notice to the other.

## 6 SUPPLEMENTATION OF AGREEMENT

It is recorded and confirmed that the parties envisage that this agreement may be supplemented in future by addenda relating to specific projects and endeavours undertaken jointly or in collaboration with each other. Of particular importance is the "Programme of Action" (to be developed in Phase 1 of the partnership) which shall form a critical addendum to this agreement.

## 7 DISPUTE RESOLUTION

7.1. Should either party to the agreement believe that the other is acting in a way contrary to the spirit and purpose of this agreement, it shall use every endeavour to address the matter directly with the other party and to resolve the matter, without resorting to a formal legal process of any kind.

7.2. Partnership may be suspended temporarily or permanently:

- a) Should either party believe that the other is guilty of a breach of this agreement or mutual trust has been interrupted and matters cannot be resolved as provided in section 7.1., or
- b) Should the 50 Climate Cities Programme's support terminate prematurely, or
- c) Should the parties be in mutual agreement for any other reason that the partnership should be suspended temporarily or permanently;

Then either party may give notice in writing to the other of its intent to withdraw from the partnership either temporarily or permanently.

## 8 DOMICILIUM ADDRESSES

The parties select the following addresses and electronic communication details as their domicilia for purposes of mutual notifications and communications under this agreement:

8.1 The City of Cape Town: Energy and Climate Change Unit, Environmental Resource Management Department, 44 Wale Street, Cape Town. Sarah Ward, Head Energy and Climate Change. Tel number: 021 487 2124.

E-mail address: [sarah.ward@capetown.gov.za](mailto:sarah.ward@capetown.gov.za)

8.2 The City of Munich: Office for International Cooperation, City Hall, 80313 Munich, Germany. Renate Hechenberger. Tel number: (+49-89)233-92776.

E-mail address: [renate.hechenberger@muenchen.de](mailto:renate.hechenberger@muenchen.de)

## 9 ENTIRE AGREEMENT – NO VARIATION

This agreement constitutes the entire agreement between the parties and shall only be capable of being varied by way of a written addendum signed by both parties.

## 10 AGREEMENT TO BE SIGNED

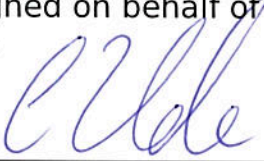
This agreement shall only be of force and effect when signed by the designated and authorised representatives of both parties.

Signed on behalf of the City of Cape Town at Cape Town on 13 March 2015

P. de Lille

Executive Mayor  
City of Cape Town

Signed on behalf of the City of Munich at Munich on 02/24/2014.

A handwritten signature in blue ink, appearing to be 'C. Ude', is written above a horizontal line.

Lord Mayor  
City of Munich