



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

Making progress possible. Together.



**COOPERATION ARRANGEMENT
BETWEEN
THE NAIROBI CITY COUNTY GOVERNMENT
REPUBLIC OF KENYA
AND
THE CITY OF CAPE TOWN MUNICIPALITY
REPUBLIC OF SOUTH AFRICA
ON
COOPERATION FRAMEWORK**

THIS Cooperation Arrangement (hereinafter referred to as "**MOU**") is entered into on this 23rd day of May, 2023,

BETWEEN

NAIROBI CITY COUNTY GOVERNMENT (NCCG) (Hereinafter referred to as "County") is established under the Constitution of Kenya and the County Government Act No. 17 (2012) (hereinafter called "the County" which expression shall where the context so admits include its successors and assignee of Post Office Box Number 30075-00100, Nairobi.

AND

THE CITY OF CAPE TOWN MUNICIPALITY REPUBLIC OF SOUTH AFRICA (Hereinafter referred to as "Cape Town")

PREAMBLE

IN ORDER to honour, further promote and deepen the good relations and traditional ties of friendship between the Cities of Nairobi and Cape Town, the Participants have agreed to enter into this Cooperation Arrangement (hereinafter referred to as "the Arrangement"), which represents a statement of intent by the Participants to work together and outlines the basis for collaboration in the fields of mutual interest,

The Participants wish to establish this Arrangement to govern their cooperation as follows:

1. Areas of Cooperation and Objectives

1.1 The Participants declare their intention to establish a co-operative relationship, in accordance with prevailing laws and regulations of their respective countries, in the following fields:

- a. Trade and Investment;
- b. Tourism and Air Links;
- c. Business and financial services;
- d. Digital Innovation;

- e. Climate Change & Environmental Sustainability;
- f. Waste (Solid & Waste Water) Management; and
- g. Any other fields of mutual interest as may be agreed to in writing by the Participants.

1.2 The Participants further intent to undertake to cooperate in the areas identified in paragraph 1 above in an appropriate manner towards achieving the following objectives, namely to:

- (a) achieve growth and development in the Participant's area of jurisdiction, and to realize the full potential of each Participant;
- (b) build integrated and sustainable partnerships with one another in order to share the respective Participants' expertise, research and best practices;
- (c) seek to understand each other's priorities, capacities and constraints;
- (d) develop mechanisms to identify mutually agreed programmes and activities for the purpose of achieving the goals referred to in paragraph (a);
- (e) further the development and good government goals of each Participant in a sustainable manner;
- (f) promote innovation and knowledge transfer; and
- (g) identify and undertake activities in line with these objectives.

2. Implementing Authorities

2.1 Each Participant will designate an Implementing Authority responsible for all measures undertaken in terms of this Arrangement, including the coordination, administrative follow up and implementation of the Arrangement.

2.2 On behalf of Cape Town, the Implementing Authority for this Arrangement is the International Relations department, and for Nairobi is the

Directorate of Donor Coordination and Stakeholder Engagement. Either Participant may change their Implementing Authority by providing written notice to the other Participant.

2.3 Designated representatives shall meet in person and/or virtually at least twice a year.

3. Financial Implications

This Arrangement I bears no financial implications of any kind.

4. Nature of relationship

Nothing in this Arrangement can be construed as creating legal obligations for the Participants.

5. Good Faith and Co-Operation

The Participants undertake to collaborate in utmost good faith and use their best endeavors to co-operate as contemplated in this Arrangement.

6. Amendments to this Arrangement

No amendments to this Arrangement will be of any force and effect unless reduced to writing and signed by the Participants or their duly authorised representatives.

7. DISPUTES RESOLUTION

In the event of any differences or disputes arising out of the interpretation or application of the provisions of this MoU, the Parties will immediately consult each other with the view to expeditiously resolving such differences or disputes in a spirit of mutual understanding and cooperation.

8. Termination

This Arrangement may be terminated by either Participant upon three months' written notice to the other Participant, or by mutual agreement.

9. Effective date and signatures

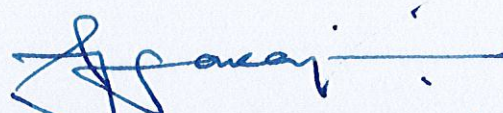
This Arrangement will come into effect upon signature and will remain effective unless terminated in accordance with clause 8.

IN WITNESS, WHEREOF, the undersigned, duly appointed representatives of Equip Africa and the NCCG have signed this MoU at the place(s) and on the date(s) herein below indicated:

SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF:

NAIROBI CITY COUNTY GOVERNMENT

HON. JOHNSON ARTHUR SAKAJA
GOVERNOR (NCCG)


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IN THE PRESENCE OF:

COUNTY ATTORNEY



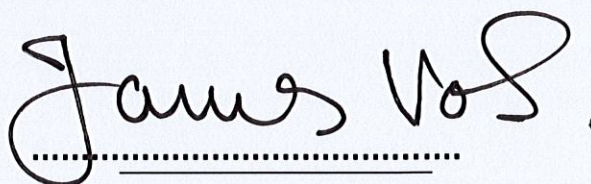
FOR THE CITY OF CAPE TOWN MUNICIPALITY

H.E. ALD. GEORDIN HILL LEWIS -
EXECUTIVE MAYOR
CAPE TOWN


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IN THE PRESENCE OF:

ALDERMAN JAMES VON
MEMBER- MAYORAL COMMITTEE ON
ECONOMIC GROWTH & HUMAN SETTLEMENT


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