

ADDENDUM TO MEMORANDUM OF UNDERSTANDING**MADE AND ENTERED INTO BETWEEN:****CITY OF CAPE TOWN****("the City")**

Represented herein by Osman Asmal in his capacity as Director: Environmental Resource Management he being duly authorised

and

CAPE TOWN ENVIRONMENTAL EDUCATION TRUST**("CTEET" or "the Trust")**

Represented herein by Dr. Anthony Roberts, in his capacity as
Chief Executive Officer, he being duly authorised.

1. PREAMBLE

- 1.1 A memorandum of understanding (MOU) between the parties was signed in 2009, providing for the creation of a working relationship between the staff of the Trust and the City, inasmuch as the staff of the Trust utilise facilities and equipment of the City and require access to the City's nature reserves for purposes of carrying out their activities. The MOU is a formalisation of a mutually co-operative working relationship between the parties.
- 1.2 The purpose of this addendum to the MOU is to further the relationship between the parties by jointly managing a Skills Development and Capacity Building Programme at various City nature reserves, the partial costs of which will be paid to CTEET by the City.
- 1.3 The parties record that they both have a commitment to empower previously disadvantaged people and develop skills within the conservation sector, and that CTEET is willing to implement and administer the Cape Flats Skills Development and Capacity Building Programme (CF SD & CBP) in this regard.

2. CAPE FLATS SKILLS DEVELOPMENT AND CAPACITY BUILDING PROGRAMME TO BE CARRIED OUT IN TERMS OF THIS ADDENDUM.

- 2.1 CTEET undertakes to administer and implement the Cape Flats Skills Development and Capacity Building Programme (see details contained in Annexure A to this Addendum), the estimated cost to the City being R161 033 for the 2013/14 financial year, R336 939 for 2014/15, and R176 492 for 2015/16, based on twelve participants (see Annexure B for programme budget).



- 2.2 The funding provided above is supplemental to funding CTEET is seeking to obtain to provide formal learnerships for the participants. Should this funding not be forthcoming, then the budget and programme parameters will be adjusted following agreement between the Director: Environmental Resource Management Department of the City and the Chief Executive Officer of CTEET.

3. OBLIGATIONS OF THE CITY

- 3.1 On receipt of invoice, the City shall make payment in advance for the costs associated with the programme, as detailed in the budget, attached as Annexure B.
- 3.2 The City shall work co-operatively with CTEET to provide opportunities for participants to work on the nature reserves during the programme to enable on-the-job skills training to take place.
- 3.3 The City will designate an official/s within the Biodiversity Management Branch as the contact person/s for all operational matters.
- 3.4 The City will designate an official in the Environmental Resource Management Department as the contact person regarding administrative matters.

4. OBLIGATIONS OF CTEET

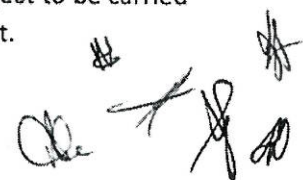
- 4.1 CTEET shall administer and implement the programme to the best of its ability and according to requirements of the City.
- 4.2 CTEET shall invoice the City, in advance, for project costs.
- 4.3 CTEET shall report monthly to the City on the managerial and financial aspects of the project, in a template form prescribed by the City. In addition, CTEET shall provide audited financial statements to the City annually upon request. CTEET warrants that it implements effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and financial mismanagement. CTEET further warrants that it has the capacity to implement its undertakings with regard to sound financial management.
- 4.4 CTEET shall at all times allow the City, through its designated official/s access to information and records as required.
- 4.5 Should CTEET not be able to carry out the project due to factors beyond its control, it shall immediately notify the City to this effect and shall as soon as possible thereafter pay back to the City all funds received by them which have not yet been spent at that point.

5. DEFAULT BY CTEET

Should CTEET fail to fulfil its obligations in terms of this addendum, the City shall have the right to cancel this addendum and to require that any unspent funds be immediately refunded to the City, provided that prior to cancellation the City shall first make an attempt to resolve the matter by discussion with the designated representative of CTEET.

6. NON-PROFIT STATUS OF CTEET

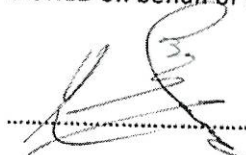
It is recorded and confirmed that CTEET is both a registered Non-Profit Organisation (No. 013-964) and Public Benefit Organisation (No. 930023924) and that the project to be carried out by them in terms of this addendum is not for purposes of earning a profit.



7. GENERAL

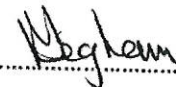
- 7.1 Changes to this addendum shall only be valid and binding upon the parties if reduced to writing and signed by both parties
- 7.2 Should the City grant any indulgences to CTEET of any nature, they shall apply to the instance at hand and the City shall not be bound to grant or consider further indulgences thereafter.
- 7.3 This addendum shall be of force and effect from date of signature of this addendum, by the party last signing, until 28 February 2016.
- 7.4 The time period of the project may be extended by mutual agreement between the parties.

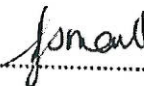
SIGNED on behalf of the City of Cape Town on the 13 day of MARCH 2014


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Osman Asmal

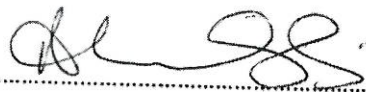
Director: Environmental Resource Management

AS WITNESSES

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2. 
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SIGNED on behalf of the CTEET of the 18 day of March 2014


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Dr. Anthony Roberts

Chief Executive Officer

AS WITNESSES

1. 
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2. 
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ANNEXURE A to Addendum

Overview of the Cape Flats Skills Development and Capacity Building Programme and Obligations of CTEET

The Cape Flats Skills Development and Capacity Building Programme is designed to provide opportunities for previously disadvantaged persons from local areas in proximity to identified nature reserves / nature reserve clusters, by providing them with training (learnership accredited and non-accredited), and on-the-job skills development.

The programme intends to provide participants with a National Qualifications Framework (NQF) level 2 National Certificate Nature Conservation: Resource Guardianship learnership in year one of the programme, and for selected participants a higher qualification in Nature Conservation, and for other participants an NQF level 2 Horticulture learnership in year two of the programme. The participants will work on identified nature reserves during the period of the learnerships gaining on-the-job skills and experience.

The nature reserves identified are:

1. False Bay Nature Reserve
2. Table Bay Nature Reserve
3. Blaauwberg Nature Reserve

Work may also be undertaken at other reserves of the City.

CTEET is required to:

1. Make the necessary applications and effort to secure the funding from the sectoral training authority CATHSSETA to ensure that the programme participants are suitably financed to enable them to be enrolled in the relevant NQF learnerships.
2. Contract 12 previously unemployed youth (ages 18 – 35) from the various local communities in close proximity to the nature reserves identified above, via recognised structures or programmes.
3. Undertake all the administrative, contractual and financial requirements relating to the project and the learnerships to be undertaken.
4. Arrange for, or undertake, the training aspects of the project in consultation with the relevant managers of the nature reserves identified above. Non-accredited training is to include amongst others general life skills, First Aid training, HIV/AIDS awareness, management skills, etc.
5. Liaise with the relevant managers of the nature reserves identified above to ensure that the practical component of the programme is fulfilled.
6. Seek positive media exposure for the programme.
7. Report on managerial and financial aspects of the project on a monthly basis.
8. Provide a written financial and pictorial report on conclusion of the programme.



ANNEXURE B to Addendum

Cape Flats Skills Development and Capacity Building Programme Budget

Year 1 (12 months):

The table below reflects the programme budget for 1 co-funded participant ('learner'), as well as for the 1 fully funded participant. (Values rounded off)

It reflects the breakdown of costs as relate to the City of Cape Town's (CCT's) contribution (in bold) and that of the CATHSSETA.

No. of learners	CCT Stipend.	CATHSSETA Stipend.	Transport	Training: Accredited	Training: Non-accredited	Clothing	CTEET (admin.)	UIF	WC	Subtotal	TOTAL
Co-funded Participant											
1	R15 500		R250		R3 200	(R667.00)	R1 931	R300	R60	R21 908	
		R14 500		R15 500						R30 000	
											R51 908
Fully funded Participant											
1	R30 000	-	R250	R15 500	R3 200	(R667.00)	R1 931	R300	R60		R51 908

UIF: Unemployment Insurance Fund

WC: Workman's Compensation

Year 2 (12 months).

The table below reflects the programme budget for 1 co-funded participant ('learner'), as well as for the 1 fully funded participants. (Values rounded off)

It reflects the breakdown of costs as relate to the City of Cape Town's (CCT's) contribution (in bold) and that of the CATHSSETA. An increase of 10% has been utilised for budgetary purposes.

A variance to the budget may result from CATHSSETA funding contributions for the second year, in which case the budget will be amended accordingly and in line with provisions for amendment to the MOU Addendum.

No. of learners	CCT Stipend.	CATHSSETA Stipend.	Transport	Training: Accredited	Training: Non-accredited	Clothing	CTEET (admin.)	UIF	WC	Subtotal	TOTAL
Co-funded Participant											
1	R17 050		R275		R3 520	(R745)	R2 124	R330	R66	R24 110	
		R15 950		R17 050						R33 000	
											R57 110
Fully funded Participant											
1	R33 000	-	R275	R17 050	R3 520	(R745)	R2 124	R330	R66		R57 110