

ANNEXURE TO ITEM  
C 28/03/15**CO-OPERATIVE PROTOCOL**

(Hereinafter referred to as 'the Protocol')

By and between

**CITY OF CAPE TOWN**

Duly represented by **Dr Gisela Kaiser** in her capacity as **Executive Director: Utility Services** and duly authorised thereto

(Hereinafter referred to as "the CITY")

and

**World Waternet**

Duly represented by **Mr Kenneth Comvalius** in his capacity as **Director** and duly authorised thereto

(Hereinafter referred to as "the WWN")

## 1. Participants

### Participants

1.1 The CITY in its Water and Sanitation Department, a Municipality in South Africa.

(hereinafter called "**First Participant**".)

and

1.2. World Waternet (WWN), the entity formed by Waternet to execute the international activities. Waternet is the water cycle operator for the City of Amsterdam and the Regional Water Authority Amstel, Gooi and Vecht in the Netherlands.

(WWN hereinafter called "**Second Participant**").

## 2.

### Considering

- that in November 2011 a "Strategic Partnership Framework" (see **annex 1**) was signed between DWA, BOCMA, Water Company Groningen and World Waternet including the possible cooperation with the municipalities of Cape Town, TheWaterskloof and Swellendam, Overberg Water and DWA regional.
- that the Water & Sanitation Department of Cape Town Municipality and World Waternet started their cooperation in 2011
- that the cooperation will continue, based on the plans and agreements made during last years' activities
- that the scale of activities will be extended by reaching out to other institutions related to water resources and sanitation management in the Western Cape
- that it also includes the institutional, operational and technical strengthening of the First Participant and relevant government agencies.
- that the Second Participant has the intention to transfer knowledge, experiences and expertise on drinking water, waste water and protection of water resources at operational, organizational and institutional level from an integrated point of view.

- that the First Participant wants to develop itself into a leading water authority in the region, serving as an example of sustainable and integrated water management, where both men and nature thrive. Providing training to external water professionals is one of the aspirations.

The Participants have agreed to cooperate on activities within a so called "Water Operators Partnership (WOP)" framework (see **annex 2**) with the terms & conditions as stated below.

The Participants thus record in writing the general terms and conditions upon which the collaboration to achieve the above objectives will be regulated and therefore agrees to the following terms and conditions:

### **3.**

#### **Structure**

- 3.1 This Protocol between the Participants is intended to lead to specific collaborative Projects by the Participants in the furtherance of the Objectives (paragraph 4) and Activities (paragraph 5) mentioned in this Protocol.
- 3.2 This Protocol is thus a framework agreement under which the Participants may agree to collaborate in the furtherance of the Objective and Activities The specific terms pertaining to specific Projects will be set out in separate agreements duly executed by representatives of both Participants.

### **4.**

#### **Objective**

- 4.1 The ultimate goal of this WOP is realize access for people in the Western Cape to safe drinking water and sanitary provisions, in a safe water environment.
- 4.2 This will be established via cooperation between water utilities, whereby sharing knowledge and experience between water operators is the essence to improving the performance of the Participants.
- 4.3 The cooperation is based on solidarity among water operators and strives to develop long lasting relationships based on equality, mutual understanding and confidence.

**5.****Scope of activities**

- 5.1 The scope of this partnership is the capacity development of the First Participant and the institutional partners on the subject of management of drinking water, sanitation and water resources, facilitated by the Second Participant, in terms of:
- 5.1.1 All aspects of the water cycle, such as water resources management, surface water management, rainwater harvesting, operation and maintenance of drinking water and waste water distribution networks and water and waste water treatment plants and sanitation;
- 5.1.2 Institutional strengthening and strategic facilitation towards a sustainable approach in the water cycle;
- 5.1.3 Strategic planning and legal framework including:
- a. Artificial recharge;
  - b. Training center;
  - c. Sanitation in informal settlements;
  - d. Research and Development in combination with optimization of treatment processes and development of R&D expert centers; and
  - e. Management of water resources (drinking water, waste water, sanitation and surface water);
- 5.1.4 All activities are based on a holistic approach in addressing water problems as to obtain integral and sustainable solutions.
- 5.1.5 The Second Participant would like to, through this co-operation gain and/or develop with the First Participant, new techniques and knowledge on the entire water cycle.
- 5.1.6 The co-operation will pursue business making opportunities with private organisations in the water sector, all with the aim of improving water services.

**6.****Organization Structure**

- 6.1 For the purpose of the implementation of this Protocol, the Participants agreed to the following organisational structure:
- 6.1.1 Project Group: The project group will work under the Steering Committee as formulated in the Strategic Partnership Framework agreement (Annex 1). The project group is responsible for the sound implementation of the project activities.
- 6.1.2 Depending on the topic, several project groups may be created. Each project group shall have as a project leader, as one of the Participants (both First and/or Second participants).

**7.****Duration & termination of partnership**

- 7.1 This Protocol commences on 1 January 2012 ("Commencement Date"), and terminates on 31 December 2015 ("Termination Date") irrespective of the date of signature hereof.
- 7.2 The steering committee will confirm the intention to cooperate every year by approving the annual plan and budgets.
- 7.3 This Protocol can be terminated by written notification of either Participant to the other. Such termination shall have effect 3 (three) months after the date of receipt of the notification letter.

**8.****Budget, Cost and application of grants**

- 8.1 It is recorded that this Protocol does not create financial obligations for either Participant.
- 8.2 Each Participant shall be responsible for procuring its own funding to fulfil its obligations in terms of any future obligations if and when it becomes necessary.
- 8.3 As and when the need for funding is identified, the Participants shall make every effort to obtain the necessary authority to implement and fund said Projects and then further agreements shall then be entered into.

- 8.4 However the Participants do record that any future costs that may be incurred shall be covered as follows:
- a. Throughout the partnership, each participant will carry its own costs.
  - b. The costs of staff and other expenses (travel, lodging) of the First Participant will be covered by the First Participant.
  - c. The costs of staff and other expenses (travel, lodging) of the Second Participant will be covered by the Second Participant.
- 8.5 The Protocol will be implemented according to the annual plans. All Participants will allocate budgets and means (qualified staff, tools, support) to do so. Once the Participants have agreed on the annual plan, Participants commit themselves to execute it accordingly.

**9.**

**Third Parties**

- 9.1 The Participants may seek collaboration with third parties after mutual written agreement between the Participants.
- 9.2 These Third Parties may be Municipalities within South Africa or Municipalities from other countries.

**10.**

**Planning, reporting, evaluation**

- 10.1 Every year both parties will perform an evaluation of the cooperation.
- 10.2 The annual evaluation and the annual plan will be duplicated and sent to the Participants containing the same information.

**11.**

**Settlement of disputes**

- 11.1 Any difference arising from the interpretation and/or implementation of this Protocol shall be settled by consultation or negotiation between the participants.

**12.**

**Indemnity**

- 12.1 The Participant (‘the Liable Participant’) indemnifies the other Participant against any third party claims which may arise as a result of the Liable Participants non-compliance with any provision of this Protocol or any negligent act or omission by the Liable Participant its employees or representatives.
- 12.2 Neither Participant and/or its officers, employees, agents, concessionaries, suppliers, contractors or customers shall not have any claim of any nature against the other Participant for loss, damage, injury or death which any of them may directly or indirectly suffer arising from this Protocol.

**13.**

**Warranties**

- 13.1 The Participants commit to identify and undertake projects in line with the objectives of this Cooperation Protocol.
- 13.2 The Participants warrant that when the projects as mentioned in 13.1 herein are identified, they shall make every effort to obtain the necessary authority to implement and fund said projects and further agreements will be entered into.
- 13.3 The Participants warrant that they have the necessary authority and will to commit to this Cooperation Protocol.
- 13.4 The Participants warrant that this Cooperation Protocol is in accordance with and does not conflict with their respective legal systems.

13.5 The Participants warrant that the areas of collaboration as mentioned in paragraph 4 (Objectives) and paragraph 5(Scope of Activities) herein falls within their respective functional areas or that the Participants have obtained the necessary authority to act within that specific functional area from the appropriate sphere of their respective governments.

**14.**

**Other**

Any detail that has not been arranged in this Protocol will be determined later and included in the appendix after approval by Participants.



Signed on the .....day of .....2014 in the City of ..... In two original copies of Dutch and English, both texts being equally authentic. In the event of divergence of interpretation, the English text shall prevail.

On behalf of Cape Town Municipality, South Africa

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Dr Gisela Kaiser  
Executive Director: Utilities of Cape Town Municipality

**And**

Signed on the .....day of .....2014 in the City of ..... In two original copies of Dutch and English, both texts being equally authentic. In the event of divergence of interpretation, the English text shall prevail.

On behalf of World Waternet, the Netherlands

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Mr. Kenneth Comvalius/Gerard Rundberg  
Director World waternet





# **Strategic Partnership Framework**

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**South African Water Operators**

**and**

**Water Operators from the Netherlands**

**2011 – 2015**

## 1. OVERALL OBJECTIVE

This strategic partnership aims at exchanging skills and expertise between South African and Dutch water operators on the total water cycle. Through capacity development initiatives on drinking water, waste water and ground- and surface water systems, this partnership aims at improving performance at municipal and water management levels as well as strengthening institutional arrangements in the water sector.

Improving the effectiveness of water operators will have a direct positive effect on people in their communities, linking to the national regulatory objectives.

This is a targeted capacity building initiative aiming at gaps within the management of the water cycle and improving overall water services and resources management in the identified areas.

## 2. WATERNET, WORLD WATERNET & WATER COMPANY GRONINGEN

World Waternet is a Dutch foundation, working closely together with the governmental watercycle organisation Waternet, with the mission to improve access to clean drinking water and adequate sanitary provisions for all.

The core business is the strengthening of local water organisations in a sustainable way. This is accomplished by assisting with the design and building of water treatment plants, the realisation of sanitary provisions, introducing new and alternative techniques, setting up training programmes and assuring participation of the local population.

These partnerships have been undertaken in Suriname, Indonesia, the Republic of Latvia, Egypt, Morocco, Turkey, Aruba and most recently in South Africa.

World Waternet is working towards the creation of strong, independent water operators who can solve water problems in their own countries. The long term objective is to ensure better opportunities for future generations – improved health and economic development globally.

Water Company Groningen is the drinking water company, serving almost a million inhabitants in the north of the Netherlands. Their long term objectives, policies, mission and core business for working abroad align with those of World Waternet.

Water Company Groningen has Water Operator Partnerships (WOPs) in Bosnia Herzegovina and Romania.

With regards to the partnership with South Africa, the Dutch partners are working closely with the Department of Water Affairs and other water sector entities to devise effective collaboration to achieve the set objectives.

The Dutch partners will commit an experienced technical team to work with the South African partners as per mutually agreed work-plans. Funding received from Dutch organisations and citizens will be utilised to make the experts available and cover all costs associated with their participation in the programme.

### 3. DEPARTMENT OF WATER AFFAIRS

The Department of Water Affairs (DWA) is the custodian of South Africa's water resources. It is primarily responsible for the formulation and implementation of policy governing the sector. It also has override responsibility for water services provided by local government. While striving to ensure that all South Africans gain access to clean water and safe sanitation, the water sector also promotes effective and efficient water resources management to ensure sustainable economic and social development.

Furthermore, DWA lends institutional oversight to the catchment management agencies and is a regulator of the South African water sector. The Catchment Management Agencies perform water resource functions on behalf of the Department. Strengthening the governance and in particular the institutional arrangements will support in achieving integrated water resources management.

In this regard DWA is very supportive of the initiative by Waternet to build capacity at water operator level and appreciates its holistic approach to improve all elements of water services.

The partnership is viewed to impact positively on the national regulatory objective and is guided by the national norms and standards as outlined in Section 9 (technical requirements) and 10 (economic requirements) of the Water Services Act. It is however expected that there would be a specific focus on the drinking water quality and wastewater services management enhancement. This would include:

- Water treatment process audits and optimization
- Wastewater treatment audits and optimization
- Process control training

The Blue Drop and Green Drop Handbooks provide detail on the regulatory expectations and will thus give guidance in the development of training initiatives and activities.

The partnership could also be beneficial to the furtherance of the locally developed targeted risk-based regulation approach within the domain of wastewater service improvement. This concept can be advanced with technical expertise to be provided to all listed partners but especially to the Breede-Overberg Catchment Management Agency (BOCMA) since such an arrangement will form the basis for extending the impact of the partnership with Dutch partners to other water services institutions/municipalities within their area of jurisdiction.

DWA encourages the local partners to benefit from the partnership and utilize opportunities to engage with the Dutch expertise to its fullest. The Department will lend its guidance, ensure alignment with national objectives to the partnership, and serve as the Co-Chair of its Steering Committee.

DWA is also committed to document and facilitate the extension of the best practices of this partnership in order to utilize the model to benefit greater areas in the South African water sector.

#### **4. SOUTH AFRICAN PARTNERS**

In the process of identifying South African partners for this partnership several water sector entities were visited (including local governments and catchment management agencies) and discussions took place with DWA and the Embassy of the Kingdom of the Netherlands. Finally, the following partners have been identified, based in the Western Cape:

- Swellendam Municipality
- Theewaterskloof Municipality
- Overberg Water
- City of Cape Town
- Breede-Overberg Catchment Management Agency (BOCMA)

BOCMA will not only participate as a partner, but also provide implementation oversight to the partnership, liaising directly with all South African and Dutch partners and DWA.

The City of Cape Town is aiming to grow its role as a Centre of Excellence in the Southern African region through this partnership.

#### **5. INSTITUTIONAL ARRANGEMENTS**

The Steering Committee (SC) will be co-chaired by DWA and the Dutch partners and consist of representatives of all partners. The SC will meet bi-annually to evaluate progress, discuss challenges and successes of the partnership.

Each partner will develop an annual workplan with the Dutch partners, specifying objectives, activities, timelines and resource allocations.

DWA will make input on the workplans to ensure alignment with national objectives, norms and standards, after which workplans are approved mutually between each South African partner and the Dutch partners.

Each partner will report on a six-monthly basis on the implementation of the agreed workplan. This will, together with results from the annual DWA audits, form part of the evaluation, measuring and recording the overall success of the partnership.

DWA will report progress as well as the contribution towards national objectives to the Department's Top Management and relevant platform at the Department of International Relations and Co-operation.

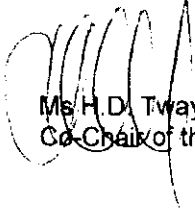
#### **6. FINANCIAL ARRANGEMENTS**

The cooperation is based on equal partnership. Through the commitment to the partnership each partner will incur their own costs as agreed to in the workplan for the capacity building initiatives.

This Strategic Partnership Framework outlines the overall objectives, roleplayers, institutional arrangements and approach for co-operation between water operators in South Africa and the Netherlands. Specificities will be agreed to in the abovementioned workplans.

**Signed on 28 November 2011, Pretoria, South Africa:**

On behalf of the Department of Water Affairs, South Africa



Ms. H.D. Twayi  
Co-Chair of the Partnership Steering Committee

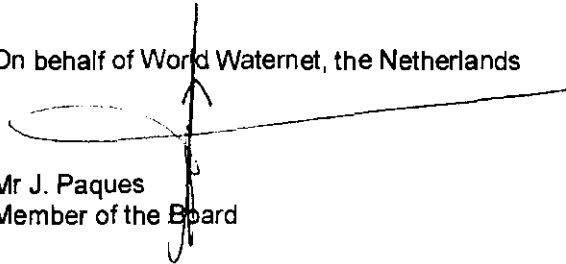
On behalf of the Breede-Overberg Catchment Management Agency



Mr. N.H. Hamman  
Chairperson of the Governing Board

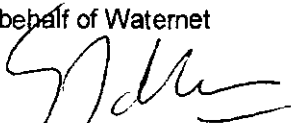
**And**

On behalf of World Waternet, the Netherlands



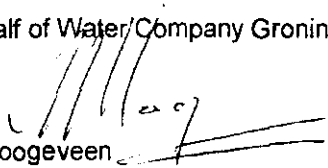
Mr. J. Paques  
Member of the Board

On behalf of Waternet



Ms. S. De Haas  
Director

On behalf of Water Company Groningen



Mr. H. Hoogeveen  
Managing Director

## **Annex 2. Water Operators' Partnership**

The concept of Water Operators' Partnerships (WOPs) is based on exchanging know-how on the daily routine of integrated water management, aiming at capacity development on a not-for-profit basis. Through capacity development water utilities are able to develop themselves into well performing water operators. This means, water operators are capable of supplying drinking water and sanitary provisions to all the people in their concession area in a safe water environment. The ultimate goal is to develop these utilities into excellent performing water operators, competent and willing to share their know-how with other utilities in the region. Creating champions, will result in the cascading effect of "Each One Teach One".

WOPs are an effective tool to Realise the Millennium Development Goals (MDG) on water and sanitation (MDG 7c). Public water utilities can play a significant role in order to achieve those MDGs, by sharing their know-how and experiences with colleagues in a deprived situation. The Netherlands is one of the countries with a long tradition of sharing know-how on solving water related problems by international peer to peer twinning on a solidarity basis. This type of peer to peer cooperation between water utilities was later named Water Operators' Partnerships.

Furthermore do WOPs contribute to Millennium Development Goal 8; global partnerships for development. MDG 8f strives to make the benefits of new technologies, especially information and communications available in cooperation with the private sector. Within our partnerships





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 8000

Umlwebente  
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 website: www.capetown.gov.za

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Burgersentrum  
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Vra vir: C EASTLAND

Tel: 021 400 2845  
 Faks: 021 400 2603

Filename: COLLABORATION PROTOCOL COCT WATER COMPANY GRONINGEN & WORLD WATER NET

## MEMORANDUM

## COMPLIANCE AND AUXILIARY SERVICES Legal Services – Corporate Advisory Services

Date	20 June 2014
To	Nobayeni Madikizela Head: Business Development

### RE: COLLABORATION PROTOCOL: COCT, WATER COMPANY GRONINGEN AND WORLD WATER NET

1. Legal Services has been requested to vet the above-mentioned Co-Operative Protocol.
2. The Executive Mayor in terms in terms of **sub-delegation 1(6) of Part 1** of the System of Delegations is authorised to *"To enter into co-operative agreements with cities, pledges on international matters of public interest, provided that these do not create any financial obligations.* Further the political office bearers, political structures and officials are authorised to sub-delegate any of their delegated powers, duties and functions unless this provision is specifically excluded in this System of Delegation. Thus the Executive Mayor is authorised to either:
  - i. sign the Agreement in her official capacity; or
  - ii. sub-delegate the following to an official of the City:
    - The authority to enter into the Agreement on behalf of the City and/or.
    - The authority to sign the Agreement on behalf of the City.

3. Legal Services thus confirms that this Co-operative Protocol may be signed by the **Executive Director: Utility Services** once the necessary written approval has been obtained by the Executive Mayor as mentioned in paragraph 2 herein
4. Kindly ensure that all witnesses and both signatories sign the last page in full and initial all the other pages.
5. Please attach all annexures to the Agreement before signature.
6. Kindly provide Legal Services with a signed copy of this Co-operative Agreement when available.

Thanking you

Yours faithfully



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**CHARNALL EASTLAND**  
**LEGAL ADVISOR: CORPORATE ADVISORY SERVICES**