



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

EVENTS AGREEMENT
(Commercial Sponsorship Agreement)

Made and entered into between:

CITY OF CAPE TOWN

and

UNIVERSITY OF CAPE TOWN (UCT), ACTING THROUGH THE INSTITUTE FOR
CREATIVE ARTS (ICA)

Certain provisions in this agreement have been printed in **BOLD** text so as to specifically draw attention of the **RECIPIENT** hereto. These clauses are of specific importance because they affect the **RECIPIENT's** rights and obligations and **RECIPIENT** acknowledges that he/she/it has acquainted itself with these provisions in particular clauses 8.1.13, 8.2.2, 8.3.2, 8.4.1.6, 8.4.1.11, 8.4.2, 10.7, 14.1, 14.2, 14.3, 14.4, 14.5, 14.9, the entire clause 16, clause 20.3 and the entire clause 21, have specific importance for the **RECIPIENT**.

C.P. RP TG D Gf
LM

TABLE OF CONTENTS

PAGE

1	Parties	4
2	Definitions	4
3	Preamble	8
4	Purpose and Guiding Principles of the Agreement	8
5	Cash Transfer	10
6	Duration of the Agreement	10
7	Variations to the Agreement	10
8	Obligations of the RECIPIENT	11
8.1	In respect of financial reporting	11
8.2	In respect of reporting in terms of the Policy	12
8.3	Compliance	12
8.4	Rights Package and Event	13
9	Obligations of the CITY	15
9.1	The Cash Transfer	15
9.2	Monitoring and Evaluation	15
10	Monitoring and Evaluation	15
11	Force Majeure	16
12	Dispute Resolution	17
13	<i>Domicilium citandi Et Executandi</i>	18
14	Indemnity and Insurance	19
15	Breach Clause	20
16	No Fault Termination	22
17	General	22
18	Cession and Assignment	23
19	Intellectual Property	23
20	Confidentiality	24
21	Limitation of Liability	24
22	Nature of Relationship	25
23	Implementation and Good Faith	25
24	Jurisdiction	25
25	Costs	26
26	Signature	

ANNEXURES

A.	Rights Package
B	Resolution of the Recipient authorising Registrar Royston Pillay to sign the agreement on behalf of the Recipient.
C	Events Plan and/or Business Plan
D	Section 67 Declaration
E	Transfer Payment Checklist

C.P. RP
TG

RP
TG
C.M.

1. PARTIES

The Parties to this Agreement are:-

- 1.1 The **City of Cape Town**, (hereinafter referred to as "**the CITY**") a Metropolitan Municipality established in terms of the *Local Government: Municipal Structure Act, 1998*, (Act No. 117 of 1998) read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, (as amended), herein represented **Mr Richard Bosman** in his capacity as the **Executive Director: Safety and Security**; and
- 1.2 **UNIVERSITY OF CAPE TOWN (UCT), ACTING THROUGH THE INSTITUTE FOR CREATIVE ARTS (ICA)** is a higher education institution herein (hereinafter referred to "**the RECIPIENT**") herein represented by **Royston Pillay** with ID number: **620504 5144 085** in his capacity as **Registrar** of the Organisation and duly authorised hereto.

2. DEFINITIONS

- 2.1 In this Agreement, the following words and phrases have the meanings given to them below:-

2.1.1	"Bank Account" means: Name of Account Holder: University of Cape Town (UCT), Institute for Creative Arts (ICA), UCT Sundries Name of Bank: Standard Bank Type of Account: Current Account Account Number: 071503854 Branch Number: 025009 Branch: Rondebosch
2.1.2	"Business Day" means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
2.1.3	"City's Facilities" means any area or place owned by the CITY where an Event is hosted, that has seated or standing spectator capacity within a permanent or temporary structure. This area or place may be erected or demarcated by an enclosed or semi-enclosed temporary or permanent structure;

2.1.4	"City Services" means all services rendered by the CITY to events;
2.1.5	"CITY's Council" means the Council of the City of Cape Town, established by Provincial Notice 479 of 2000 issued in terms of section 12 of the Local Government: Municipal Structure Act, 1998 (Act No. 117 of 1998);
2.1.6	"Commencement Date" means the date of the Event irrespective of the Signature date
2.1.7	"Commercial Sponsorship Agreement" means an agreement concluded between the City of Cape Town and an event organiser where a financial transfer is made by the City in return for a rights package;
2.1.8	"Completion Date" means the date that RECIPIENT fulfilled all its obligations as set out in terms of this Agreement and the Business Plan or 3 (three) months from the last day of the Event whichever shall first occur;
2.1.9	"Date of Signature" means the date of the last party signing this Agreement;
2.1.10	"Event" means the Infecting the City Public Arts Festival to be held on 19 – 24 November 2019.
2.1.11	"Expenditure" means all the costs related to the services and/or facilities as provided by the City (where applicable) and the Funding mentioned in clause 5.1 herein;
2.1.12	"Event's Organiser" means the Party as described in clause 1.2 herein being;
2.1.13	"Financial Year" means the financial year of the CITY commencing on 1 July 2019 and ending on 30 June 2020;
2.1.14	"Notice" means a written notice;
2.1.15	"Parties" means the Parties to this Agreement referred to in clause 1 and "Party" shall mean either of them;
2.1.16	"Recipient" means the Event Organiser and beneficiary of the Cash Transfer and/or City Services and/or Facilities (where applicable), as described in this Agreement;
2.1.17	"Rights Package" means a series of rights acquired by the CITY through

	supporting events. The package of rights is a commercial transaction where the CITY obtains rights to promote its brand through various event activities. The Rights Package applicable to this Event is attached hereto as Annexure "A" ;
2.1.18	"the Act" means the <i>Municipal Finance Management Act, 2003 (Act No: 56 of 2003)</i> ;
2.1.19	"this Agreement" means this Agreement, together with the Annexures hereto;
2.1.20	"the CITY" means the City of Cape Town a Metropolitan Municipality established in terms of the Local Government: Municipal Structure Act, 1998, (Act No. 117 of 1998) read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended;
2.1.21	"the City's Logos" means the City of Cape Town's logos, as amended from time to time by the City, due to any significant brand change by the City;
2.1.22	"the Policy" means the City of Cape Town's Events Policy (Policy Number 12329) as approved by Council: 29 May 2013, C26/05/13; and

2.2 If any provision in the definition clause is a substantive provision conferring rights or imposing obligations on a party, then notwithstanding that such provision is contained in this clause, effect shall be given thereto as if such provision was a substantive provision in the body of the agreement.

2.3 Any reference in this Agreement to:

- i. a **clause** is, subject to any contrary indication, a reference to a clause of this Agreement;
- ii. **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court having the force of law; and
- iii. **person** means any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust, club or partnership (whether or not having separate legal personality).

- 2.4 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 2.5 The headings do not govern or affect the interpretation of this Agreement.
- 2.6 Unless the context indicates otherwise an expression which denotes any gender includes both the others; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.
- 2.7 Any number of days prescribed in this Agreement excludes the first day and includes the last day; and any relevant action or notice may be validly done or given on the last day.
- 2.8 Unless the context indicates otherwise if the day for payment of any amount or performance of any obligation falls on a day which is not a Business Day, that day will be the next Business Day.
- 2.9 The words "including" and "in particular" are without limitation.
- 2.10 Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time.
- 2.11 Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.
- 2.12 A reference to a Party includes that Party's successors-in-title and permitted assigns.
- 2.13 The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.
- 2.14 The termination of this Agreement does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.
- 2.15 In the event of a conflict between the Annexures and this Agreement then the terms of the Agreement shall prevail over the Annexures.
- 2.16 The provisions of this Agreement supersede the provisions of any previous Agreement entered into between the Parties relating to the same subject matter.
- 2.17 In the event of a conflict between the words and figures in this Agreement, the words shall prevail.

3. PREAMBLE

- 3.1 Infecting the City (ITC) is a public arts event that has over the past 11 years transformed the city of Cape Town's communal spaces into spectacular outdoor entertainment venues. Transport and shopping hubs, squares, gardens and public walkways are reimagined as transformative stages showcasing an array of multi-disciplinary art forms. It is a festival of innovative, commissioned and collaborative works that offers a unique opportunity to bring art, music, dance and performance out of the theatres and galleries and into the streets and public space of Cape Town. Furthermore, it "holds" artistic works within this inner city grid in a way that engages with historical and contemporary narratives relevant to the city and its people. The festival format is a series of routes through the center of Cape Town, with artistic engagements at sites along the way. The festival will present three-day time routes, each to be repeated once, from Monday to Saturday, from 12.30pm to 3.30pm. From Tuesday to Friday two-night time routes will run from 6pm to 9pm, and to be repeated once. Each of the routes will consist of five or six site specific or site responsive arts engagements; a total number of 25 to 30 productions.
- 3.2 The CITY supports events that assist the CITY in realising its goals and objectives as set out in the Integrated Development Plan ("IDP"), and specifically to this Agreement strategy to "Create an enabling environment to attract investment that generates economic growth and job creation".
- 3.4 The CITY agreed to make certain funding, resources and/or facilities available to RECIPIENT and as consideration for the funding, resources and facilities made available to it by the CITY, RECIPIENT agreed to grant the CITY the Rights Package.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

The monitoring and evaluation principles as set out in section 67 of the Act:

- 4.1 The funds will be monitored and evaluated according to the principles set out in Section 67 of the Act.
- 4.2 In terms of Section 67(1)(a), before transferring funds of the municipality to an organisation or body outside a sphere of government otherwise than in compliance with a commercial or other business transaction, the accounting officer must be

satisfied that the organisation has the capacity and has agreed to comply with the agreement with the municipality, has complied with all reporting, financial management and auditing requirements as may be stipulated in the agreement, reports at least monthly to the accounting officer on actual expenditure against the transfer and submits its audited financial statements for its financial year to the accounting officer.

- 4.3 In terms of Section 67(1)(b) and (c) before transferring funds of the CITY to an organisation or body outside any sphere of government otherwise than in compliance with a commercial or other business transaction, the CITY is obliged to satisfy itself that the organisation or body implements effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and mismanagement and has in respect of previous similar transfers complied with all the requirements of this section.
- 4.4 The Parties hereby commit to ensuring that the funds stipulated in clause 5 of the Agreement are managed, monitored and evaluated in terms of the principles as set out in section 67 of the Act.

In terms of the Events Policy ('the Policy'):

- 4.5 The Policy was approved by Council on 29 May 2013.
- 4.6 The strategic focus areas of the CITY are enshrined in the CITY's integrated Development Plan ("IDP") and are categorised into five pillars: The Opportunity City, the Well-run city, the Safe City, the Caring City and the Inclusive City. Events create platforms that have the ability to support all five pillars. The Policy particularly focusses on supporting the Opportunity City, the Safe City and the Inclusive City.
- 4.7 The Policy aims to create mutually beneficially outcomes for Cape Town residents, businesses and visitors by using the platforms created by events to contribute to Cape Town's growth, development and inclusivity and to assist and guide the CITY in managing event related activities in an efficient and effective manner thereby providing clarity to all role players and stakeholders, The Policy aims to create an enabling mechanism for new approaches to event initiatives.
- 4.8 This Event falls within the scope of application of the Policy.

- 4.9 The utilisation of public funds and the principles of transparency and good governance requires that the monitoring and reporting principles as set out in the Act and the Events Policy be applied to this Agreement.

5. CASH TRANSFER

- 5.1 A payment of **R200 000 (Two Hundred Thousand Rand Only) (15% VAT where applicable)** ("the Cash Transfer") in respect of the City's Financial Year **2019/2020** and subject to the CITY obtaining the necessary approval for the Cash Transfer.
- 5.2 The Cash Transfer of as mentioned in 5.1 above is acknowledged by RECIPIENT as a once off payment for the applicable CITY's Financial Year with the RECIPIENT having no expectation of a sponsorship for succeeding financial years
- 5.3 The utilisation of the Cash Transfer shall be for support of the event held **19 – 24 November 2019** as described in this Agreement and the Events and/or Business Plan (**Annexure "C"**).
- 5.4 The CITY shall transfer the Funding referred to in clause 5.1 above into RECIPIENT Bank Account within 30 (thirty) days from the date of signature hereof. Subject to the City obtaining all the necessary documents as stipulated in **Annexure "E"**.
- 5.5 Notwithstanding the fact that any costs of whatsoever nature may increase between the conclusion of this Agreement and the date of the Event or there be any other additional costs, RECIPIENT agrees that the CITY's financial contribution shall, for the purposes of this Agreement, be limited to the amounts mentioned in 5.1 above.
- 5.6 For avoidance of doubt the CITY accepts no liability or financial responsibility of whatsoever nature for the staging of Event other than those set out in this clause.

6. DURATION OF THE AGREEMENT

- 6.1 This Agreement commences on the Commencement Date and terminates on the Completion Date.

7. VARIATIONS TO THE AGREEMENT

- 7.1 Variations to this Agreement including the Cash Transfer referred to herein, may only be made by consultation and agreement between the Parties, reduced to writing and signed by both Parties.

8. OBLIGATIONS OF THE RECIPIENT

RECIPIENT confirms that:

8.1 In respect of financial reporting

- 8.1.1 It is able, willing and has the capacity to meet its obligations as recorded in this Agreement and to achieve its targets and outputs as recorded in **Annexure "C"** and this Agreement.
- 8.1.2 It will implement effective, efficient and transparent financial management and internal control systems, to guard against fraud, theft and financial mismanagement and to ensure that funding is utilised in accordance with clause 5 above.
- 8.1.3 In respect of previous similar transactions with government, has complied with all the requirements of any applicable legislation.
- 8.1.4 It will deposit the transferred funds into an interest bearing account until it can be utilised.
- 8.1.5 Interest accrued from the account shall only be utilised for the purposes set out in this Agreement.
- 8.1.6 The Funds will be utilised in accordance with the purpose of the Event.
- 8.1.7 Expenditure vouchers, including cashed cheques, indicating the project number shall be retained for audit purposes.
- 8.1.8 Surplus funds and surplus interest accrued from the Cash Transfer shall be paid back to the CITY after the fulfilment of its obligations in terms of this Agreement.
- 8.1.9 RECIPIENT shall keep a separate ledger account in which must be recorded all funds allocated to it by the CITY and reflect all transactions incidental to this Agreement, and must upon request by the CITY provide the CITY with all details of the account.
- 8.1.10 The CITY, its representative and/or the Auditor-General upon the written request of the City, be entitled to inspect all financial records of the Event as outlined in this Agreement referred to including the separate ledger account referred to in 8.1.9 above and may take copies or extracts thereof.

8.1.11 RECIPIENT shall cooperate fully with any financial audit procedure of the CITY, its representative or the Auditor-General and shall furnish any document, record, book of account or bank statement on written request.

8.1.12 RECIPIENT will:

8.1.12.1 Pay all authorised expenses that it is liable for in terms of this Agreement;

8.1.12.2 ensure the proper records of expenditure are maintained to support all financial transactions made in the execution of this Agreement;

8.1.12.3 ensure that no individual in its employ has exclusive access to funds transferred by the CITY; and

8.1.12.4 ensure that where a petty cash system is operated, it is adequately controlled and transactions are properly recorded.

8.1.13 Non-compliance with this clause 8.1 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to immediately reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT shall reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.

8.2 In respect of reporting in terms of the policy

8.2.1 RECIPIENT furnish the CITY within 3 (three) months after the last day of the Event with a full report of the Event. The CITY shall RECIPIENT in writing as to the information to be included in this report.

8.2.2 Non-compliance with this clause 8.2 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to immediately reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT shall reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.

8.3 Compliance:

8.3.1 RECIPIENT must for the duration of this Agreement adhere to the City's approval processes, all legislation, by-laws, policies, regulations and all legislation applicable to this Agreement as well its own Memorandum of Incorporation and ensure that any

and all of RECIPIENT suppliers and service providers appointed in terms of 8.4.1.5 are similarly compliant.

8.3.2 Non-compliance with this clause 8.3 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to immediately reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT shall reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.

8.4 Rights Package and Event

8.4.1 RECIPIENT shall:

8.4.1.1 In consideration of the CITY's support for the Event and Cash Transfer envisaged herein RECIPIENT shall provide the CITY with the rights as recorded in the Rights Package attached hereto as **Annexure "A"**;

8.4.1.2 ensure that the Event is organised and carried out to the best industry standards so that the Event is one that the CITY will be proud to be associated with;

8.4.1.3 obtain the written approval of the CITY prior to the production of all marketing materials in which the name or trademarks of the City are to be used. The CITY shall respond to any such request within the time period stipulated in clause 19.2 below from the time the sample advertising material having been presented to the CITY for consideration;

8.4.1.4 obtain public liability insurance for the Event as stipulated in clause 14 herein;

8.4.1.5 make all payments as may be required in respect of the Event to suppliers and service providers as appointed by RECIPIENT, it being recorded that all obligations to make payments in respect of the Event shall be the sole responsibility of RECIPIENT.

8.4.1.6 employ, manage and be responsible for the employees, officials, representatives/agents and subcontractors who are part of and involved in the Event;

- 8.4.1.7 not make any undertakings to third parties for and on behalf of the CITY without the CITY's prior written consent. Refer to clause 22 below;
- 8.4.1.8 at all times prior to the CITY's brand being used in the Event in whatever manner consult with the CITY to ensure that the CITY is satisfied with the use of its brand and has signed-off and consented to such use. Any use of the CITY's brand must be in accordance with the CITY's branding policy;
- 8.4.1.9 undertake to instruct their employees or representatives of their obligations as set forth in this Agreement;
- 8.4.1.10 designate the CITY as a Sponsor and official 'Host City' status with regard to the Event;
- 8.4.1.11 **ensure that together with its employees, officials, representatives and subcontractors, exercise reasonable care and diligence in fulfilling its duties in respect of the Event;**
- 8.4.1.12 ensure that the CITY is kept informed about any and all planned activities, relevant to the CITY in connection with the Event;
- 8.4.1.13 ensure that the CITY is informed of all important announcements, relevant to the CITY that will be made regarding the Event;
- 8.4.1.14 ensure that it obtains, at its cost, all consents, approvals permit, certificates and licences specifically relating to the Event and adhere to the requirement of Compliance as mentioned in clause 8.3 above;
- 8.4.1.15 immediately refunds to the City, the relevant sponsorship fees it has received for the Event if for any reason whatsoever, the Event does not take place;
- 8.4.1.16 undertake full responsibility for all aspects of the Event, including pre and post production and delivery standards;
- 8.4.1.17 arrange and procure medical facilities, all necessary equipment in connection therewith and personnel, for both participants and visitors at the venue where the Event is to be held;

8.4.1.18 establish procedures and protocols for emergency evacuation of seriously ill or injured persons; and

8.4.1.19 provide all necessary toilet and disabled facilities.

8.4.2 Non-compliance with this clause 8.4 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.

8 OBLIGATIONS OF THE CITY

In regard to:

9.1 The Cash Transfer:

9.1.1 The CITY undertakes to transfer to RECIPIENT the Cash Transfer as reflected in clause 5.1 hereto, subject to the satisfactory fulfilment of the terms and conditions set out in this Agreement by RECIPIENT.

9.2 Monitoring and Evaluation:

9.2.1 The CITY shall monitor and evaluate RECIPIENT performance (under this Agreement) in accordance with clause 10 herein.

10. MONITORING AND EVALUATION

10.1 The reporting, as outlined in this clause and clause 8 of this Agreement, constitutes the basis for the monitoring and evaluation of the fulfilment of the terms and conditions of this Agreement.

10.2 The reporting mentioned in clause 8 must be submitted to the **Executive Director: Safety and Security** in the CITY.

10.3 The CITY may, for the duration of this Agreement and until such time as obligations arising therefrom and thereafter for RECIPIENT, monitor RECIPIENT progress regularly through:

- 10.3.1 On-site visits during the validity of this Agreement;
 - 10.3.2 The interpretation of progress reports as contemplated in clause 8 hereof;
 - 10.3.3 The verification of non-financial data as contemplated in clause 8 hereof;
 - 10.3.4 The analysis of the impact of the Event based on an evaluation by the CITY or a reputable service provider;
 - 10.3.5 The analysis of all documentation and records supporting the statistics and non-financial data that RECIPIENT records and submits in its report to the CITY.
- 10.4 RECIPIENT specifically undertakes to assist the CITY with the verification and validation of statistics and non-financial data recorded and submitted in its reports by safe-guarding all relevant supporting documentation and by granting the CITY and/or the Auditor General access to such documentation when required.
- 10.5 RECIPIENT must grant officials of the CITY associated with services access to all relevant records of RECIPIENT that are relevant to the reports submitted in terms of this Agreement at all reasonable times in order for the CITY to do proper monitoring and evaluation of RECIPIENT.
- 10.6 RECIPIENT furthermore agrees that all documents pertaining to this Agreement may be published and made available in accordance with provisions of the Promotion of Access to Information Act of 2000, (Act No. 2 of 2000).
- 10.7 Non-compliance with this clause 10 will entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof.**

11. FORCE MAJEURE

- 11.1 Subject to clause 16 herein, should any Party (hereinafter referred to as the "**Invoking Party**") be prevented from fulfilling its obligations in terms of this Agreement as a result of any act of God, strike, war, riots, fire, flood, legislation, insurrection, sanctions, trade dispute or economic embargo or any similar cause beyond the reasonable control of such Invoking Party (any such event hereinafter called "**force majeure**") then:
- 11.1.1 the Invoking Party shall forthwith give written notice thereof to the other Party;
 - 11.1.2 specifying the cause and anticipated duration of the *force majeure*; and
 - 11.1.3 promptly upon termination of the *force majeure*, give written notice stating that such *force majeure* has terminated.

- 11.2 Performance of any such obligations shall be suspended from the date on which notice is given in terms of sub-clause 11.1.1 until the date on which notice is given in terms of 11.1.3.
- 11.3 The Invoking Party shall not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to or resulting from the *force majeure* during the period referred to in clause 11.1 provided that the Invoking Party uses and continues to use its best efforts and takes all reasonable steps to perform such obligation and provides the necessary notices as set out in clause 11.1.1 and 11.1.3.
- 11.4 If the *force majeure* continues for more than 30 (thirty) days, the other Party shall be entitled to cancel this Agreement on the expiry of such period with immediate effect on written notice, but shall not be entitled to claim damages against the Invoking Party as a result of the delay or failure in the performance of any obligations hereunder due to or resulting from the *force majeure*, except as otherwise provided in this Agreement.

12. DISPUTE RESOLUTION

- 12.1 The Parties agree that, in the event of a dispute between them arising out of this Agreement, neither Party must interrupt or suspend the performance of its obligations in terms of this Agreement, pending resolution of the dispute.
- 12.2 Any dispute arising out of or in connection with this Agreement must, in the first instance, be referred for consideration and possible resolution to designated representatives as agreed on by the Parties.
- 12.3 Should the persons referred to in clause 12.2 fail to resolve the dispute within 7 (seven) days of it being referred to them (or within such alternative period as they may mutually decide) then they may by written agreement appoint a third party to act as mediator, and not as arbitrator, to mediate the resolution of the dispute. Should they not be able to agree on the mediator, then the mediator must be selected by the chairperson for the time being of the Arbitration Foundation of Southern Africa ("AFSA") or its successor. The cost of the mediator must be borne by the Parties to the dispute in equal shares.
- 12.4 Should the mediator referred to in clause 12.3 fail to resolve the dispute within 7 (seven) days (or within such alternative period as they may mutually decide), then any Party will have the right to require that the dispute be referred to arbitration in which event it must be submitted to and determined by arbitration in accordance with

the rules of AFSA, or its successor, by an arbitrator appointed by AFSA. The arbitration must be held with a view to it being completed as soon as possible. The arbitrator's decision will be final and binding between the Parties.

- 12.5 Notwithstanding the above, nothing herein contained shall be deemed to prevent or prohibit a Party to the Agreement from access to an appropriate court of law for:
- 12.5.1 interim or urgent relief in form of an interdict mandamus or order for specific performance pending the outcome of an arbitration in terms of this clause or in respect of such arbitration;
- 12.5.2 any other form of relief on the basis of facts which are not disputed;
- 12.5.3 payment of any amount due in terms of this Agreement; or
- 12.5.4 an order for payment of a liquidated amount in money on the basis of facts which are not bona fide in dispute at the commencement of such proceedings.
- 12.6 This provision will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 12.7 Should either Party consult its attorneys, or institute action against the other Party, in order to enforce any terms of this Agreement, then without prejudice to any other right which that Party may have, it shall be entitled to recover from the other Party all legal costs reasonably incurred by it, including but not limited to its attorney's fees as between attorney and own client.

13. DOMICILIUM CITANDI ET EXECUTANDI

The Parties hereby choose as their *domicilium citandi et executandi* for the purposes of this Agreement, the following addresses: -

13.1 The CITY: -

Attention: Mr Richard Bosman

Executive Director: Safety and Security

Executive Suite, 5th Floor Podium Block, Cape Town

Civic Centre, 12 Hertzog Boulevard

Telephone 021 400 3355

Fax: 021 400 5923

E-mail: RichardGavin.Bosman@capetown.gov.za

RP
C.P. TG
G.C. Vm

13.2 RECIPIENT: -

Attention: Royston Pillay

Registrar, Office of the Registrar

Address: Lovers Walk

Bremner Building

Room 202.1

Tel: 021 650 2115

Email: royston.pillay@uct.ac.za

13.3 The *domicilium citandi et executandi* (other than e-mail) is chosen for the purpose of giving notice, the payment of any sum, the service of any process and for any other purpose arising from this Agreement.

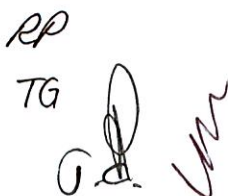
14. INDEMNITY AND INSURANCE

14.1 RECIPIENT hereby indemnifies the CITY against any claims, which may be made against RECIPIENT and/or the CITY, for any claim that may arise as a result of any loss suffered by any third party, as a result of any intentional or negligent act or omission committed by RECIPIENT (its employees, officials and representatives/agents) and/or its subcontractors, in the course of this Agreement.

14.2 RECIPIENT specifically agrees to indemnify and hold harmless the CITY against any claim that may arise as a result of any liability, loss or damages suffered by RECIPIENT its employees, officials, representatives and/or subcontractors as a result of any act or omission by RECIPIENT or the CITY, in the course of this Agreement, unless such liability, loss, or damage is caused by the misconduct or negligence of the CITY.

14.3 The CITY will not, in any event be liable for indirect, special or consequential damages arising from the performance of its obligations in terms of this Agreement, unless such loss or damage is caused by the willful misconduct or gross negligence of the CITY.

14.4 The Parties agree to notify each other in writing, within 48 (forty – eight) hours from the date of the indemnity becoming enforceable, by registered or certified mail of any claim made against the Party and the obligation indemnified against.

RP
C.P. TG


14.5 Indemnity under this Agreement shall commence on the Commencement Date and continues until the risk created by this relationship ceases to exist.

14.6 RECIPIENT shall:

14.6.1 obtain appropriate insurances, to the satisfaction of the CITY, against risks that are of a nature usually insured against by persons engaged in activities that are similar to the Event, including but not limited to public liability insurance, in the minimum amount of **R20 million (twenty-million)**, or as approved by the CITY in writing from time to time;

14.6.2 furnish the CITY with a description of and proof of obtaining of the insurances envisaged in clause 14.6.1, as well as prompt written notice of any premium renewals in respect of such insurances; and

14.6.3 ensure that the counterparties to the documents and agreements concluded by RECIPIENT in relation to the Event, all have adequate professional indemnity insurance and insurance against risk associated with the activities conducted by such counterparty, including but not limited to public liability insurance, to the satisfaction of the City.

14.7 RECIPIENT shall further ensure that it has the necessary Employers liability insurance in respect of its employees/agents and in the event that RECIPIENT recruits workers based in South Africa, that they have acquired the necessary employer's liability insurances in line with the provisions of COIDA and have complied with all other applicable legislation.

14.8 RECIPIENT shall further ensure that it has procured the necessary motor vehicle insurance in respect of its own vehicles.

14.9 RECIPIENT further confirms that in the event of RECIPIENT being under insured or its insurers repudiating its claim for whatsoever reason, there will be no recourse against the CITY, either by RECIPIENT or any third parties and RECIPIENT remains liable and indemnifies the CITY in full in this regard.

15. BREACH CLAUSE

15.1 If RECIPIENT breaches the terms and conditions of this Agreement, the CITY after becoming aware of the alleged breach must notify RECIPIENT in writing to remedy the breach and RECIPIENT must remedy the said breach within 7 (seven) days from receipt of the demand;

- 15.2 In the event of RECIPIENT failing or being unable to remedy the breach the CITY may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:
- 15.2.1 Cancel the Agreement and claim any damages, together with interest; or
 - 15.2.2 Demand the immediate repayment by the RECIPIENT of the unspent portion of the Cash Transfer in respect of this Agreement and to recover the spent portion of this Agreement with interest, from the RECIPIENT; or
 - 15.2.3 Demand Specific Performance together with a claim for any damages and applicable interest.
- 15.3 For the purpose of this Agreement, but not exclusively limited thereto, breach may include the following actions and/or omissions:
- 15.3.1 The terms and conditions of this Agreement are not complied with by RECIPIENT;
 - 15.3.2 The Cash Transfer being mismanaged by RECIPIENT;
 - 15.3.3 The Event was ceased by RECIPIENT unilaterally before the expiry of the contract period without the prior consent of the CITY;
 - 15.3.4 RECIPIENT utilised or is utilising the Cash Transfer in a dishonest and/or fraudulent manner or is mismanaging the funds; or
 - 15.3.5 RECIPIENT contravenes any provisions of any applicable legislation, by-laws, policies and/or regulations.
- 15.4 Notwithstanding anything to the contrary contained herein, the CITY shall be entitled to cancel this Agreement immediately if the other Party:-
- 15.4.1 Takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory or under judicial management in either case whether provisionally or finally; or
 - 15.4.3 takes steps to deregister itself or it is deregistered for some other reason; or
 - 15.4.4 fails to satisfy a judgment in excess of the amount of the Cash Transfer contemplated in clause 5.1 entered against itself within 21 (twenty one) days after it becomes aware of the judgment, except if it provides evidence on an ongoing basis to the reasonable satisfaction of the CITY that steps have been initiated within the 21 (twenty one) days to appeal, review or rescind a judgment and to procure suspension of execution of the judgment and that such steps are being expeditiously pursued; the period of 21 (twenty one) days shall run from the date on which the judgment becomes final, or the date on which the attempt to procure the suspension of the execution fails.

15.5 If the CITY breaches the terms and conditions of this Agreement, RECIPIENT must notify the CITY in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach;

15.6 In the event of the CITY failing or being unable to remedy the breach RECIPIENT may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:

15.6.1 Cancel the Agreement and claim any damages together with interest applicable; or

15.6.2 Demand Specific Performance together with a claim for any damages and any interest applicable.

15.7 Cancellation or termination of this Agreement will not relieve a Party of obligations imposed upon such Party by statute or regulation or by this Agreement prior to its termination.

16. NO FAULT TERMINATION

16.1 **The Parties hereby agree that should the Event not proceed for whatsoever reason, and the Cash Transfer has already been effected, then this Cash Transfer, shall be repaid to the CITY by RECIPIENT within 5 (five) days of RECIPIENT receiving a written request from the CITY to do so and the CITY may discontinue the CITY Services (where applicable) on written notice to RECIPIENT.**

17. GENERAL

17.1 This document and the Annexures thereto constitute the entire record of this Agreement between the Parties.

17.2 No Party is bound by any expressed or implied term, representation, warranty, promise or the like not recorded herein.

17.3 No relaxation, indulgence or act of leniency which one Party may show the other will in any way prejudice the Party or be deemed to be a waiver of any of its rights under this Agreement.

17.4 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable and the remaining clauses remain of

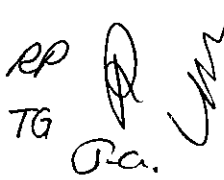
full force and effect. If any invalid term is incapable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

18. CESSION AND ASSIGNMENT

- 18.1 No Party shall cede or assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.
- 18.2 Any cession or assignment agreed to by a Party will not relieve the other Party of any obligations with respect to any covenant, condition, or obligation required to be performed by that Party under this Agreement.

19. INTELLECTUAL PROPERTY

- 19.1 All Intellectual Property rights of whatsoever nature belonging to the CITY, including, without limitation, the CITY's logo, emblem or any other form of corporate identity, shall remain vested at all times in the CITY.
- 19.2 RECIPIENT shall not, under any circumstances whatsoever reproduce, copy or use the CITY's corporate identity or permit the use of CITY's Intellectual Property by any third party, except as otherwise provided for herein and with CITY's prior written consent. The CITY shall appoint a designated person to ensure that the CITY has responded to any request from RECIPIENT in terms of this clause within a period of 48 (forty-eight) hours, or such reasonable period, after receiving same from RECIPIENT.
- 19.3 RECIPIENT (including its representatives, agents and employees) will not at any time, or in any manner, lower the dignity, standing and reputation of the CITY or in any way contest the validity of, or prejudice, any of the CITY's Intellectual Property rights, including its corporate identity, emblem or logo.
- 19.4 Insofar as RECIPIENT is considered in law to be the original owner of the Copyright in any document, drawing, material or record developed or acquired by the RECIPIENT in the course of discharging its obligations under this Agreement, it hereby grants the CITY the right to copy such document, drawing, material or record, for internal and external reporting and any other reasonable purpose.

RP
C.R. TG Pa. 

20. CONFIDENTIALITY

- 20.1 Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any Party in connection with this Agreement ("the confidential information") shall be treated by the Parties as confidential. Neither Party shall reveal or otherwise disclose such confidential information to any third party without the prior written consent of the other Party and shall take all reasonable steps and precautions to ensure that such information remains strictly confidential and that any third party does not obtain access thereto or knowledge thereof. The foregoing restrictions shall not apply to the disclosure of necessary confidential information to employees, agents or contractors of the Parties. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.
- 20.2 The confidentiality undertaking in this clause shall not apply in respect of confidential information within the public domain, within a Party's knowledge at the commencement of this Agreement, to disclosures required to satisfy an order of court, or which is necessary to comply with the provisions of any law or regulation in force from time to time.
- 20.3 **RECIPIENT shall not at any time during the term of this Agreement, release any statement to the press, or make any other public statement of any nature which could reasonably be expected to be published in any media regarding the relationship between the Parties or the subject matter of this Agreement, without the prior written consent of the CITY. The CITY will appoint a designated person to ensure all communications and press releases are approved by the CITY within a period of 48 (forty-eight) hours, or such reasonable period, after receiving them from RECIPIENT.**

21. LIMITATION OF LIABILITY

- 21.1 **The CITY shall not be liable to RECIPIENT for any indirect or consequential loss or damage, including without limitation, loss of profit revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from negligence or breach of contract.**
- 21.2 **Notwithstanding anything contained in this Agreement, the CITY's maximum liability shall be limited, whether for a single or multiple events, to the extent of its sponsorship herein.**

22. NATURE OF RELATIONSHIP

22.1 This Agreement does not create an employment relationship, partnership, joint venture or agency between the Parties and neither Party shall be liable for the debts of the other Party, howsoever incurred.

22.2 RECIPIENT no authority or right to bind the CITY to any third party and it shall be personally liable for any act purporting to so bind the CITY.

23. IMPLEMENTATION AND GOOD FAITH

23.1 The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and import of this Agreement.

23.2 The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement.

24. JURISDICTION

The Parties hereby consent to the jurisdiction of the Western Cape High Court, Cape Town for all actions or proceedings and/or to settle any dispute which may arise out of or in connections with this Agreement.

25. COSTS

Each Party shall bear its own costs attendant on the negotiation and/or conclusion of this Agreement.

26. SIGNATURE

26.1 This agreement is signed by the Parties on a date and at the places recorded herein.

26.2 The persons signing this agreement on behalf of the Parties in a representative capacity warrant their authority to do so and further warrant that the proper resolutions (where applicable) have been passed by the Parties authorising them to do so.

C.P. RP
TG
Ga. Jm

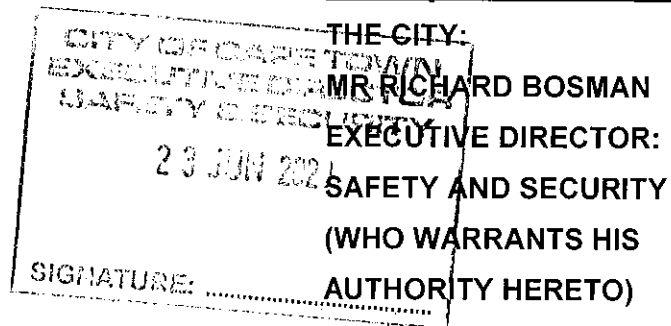
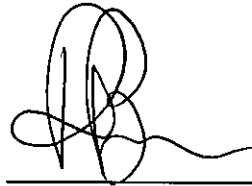
26.3 This contract may only be signed upon the necessary authority being obtained by the Parties;

26.4 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

SIGNED at CAPE Town on this 23rd day of June 2020.

AS WITNESSES:

1. Matthew
2. G. Anderson



SIGNED at Glencairn on this 17th day of June 2020.

AS WITNESSES:

1. [Signature]
2. [Signature]

Royston Pillay

UNIVERSITY OF CAPE TOWN (UCT),
INSTITUTE FOR CREATIVE ARTS (ICA)
MR ROYSTON PILLAY
REGISTRAR
(WHO WARRANTS HIS AUTHORITY
HERETO)

CP RP
TG
Gd. MR

(RIGHTS PACKAGE)

- City of Cape Town branding at the various venues
- City of Cape Town representative to have a role in the event: Will there maybe be an opening event?
- City of Cape Town logo to be place on the Infecting the City website as an official sponsor, as well as on other marketing platforms such as print and social.
- Insert from the City for any media releases prior and post event.

RP
C.P. TG
DTA
LM

(MEMBERS RESOLUTION)

(TO BE REPLACED BY UCT COUNCIL RESOLUTION)

C.P. RP
TG
D.A. VM

ANNEXURE "C"

(THIS PAGE TO BE REPLACED WITH THE EVENTS OR BUSINESS PLAN AS PER ATTACHMENT)

C.P. RP
TG
D.S. Vm

DECLARATION

By

UNIVERSITY OF CAPE TOWN (UCT), INSTITUTE FOR CREATIVE ARTS (ICA)
(Hereinafter referred to as "the RECIPIENT")

Written assurance confirming implementation of financial management and internal control systems in terms of section 67(1) of the Municipal *Finance Management Act*

I, **Mr. Royston Pillay**, in my capacity as, Registrar of the of the **University of Cape Town (UCT), Institute for Creative Arts (ICA)**, hereby confirm that the **RECIPIENT** has in place effective, efficient and transparent financial management and control systems for the management of the transfer payment from the Municipality as mentioned in clause 5 of this Agreement.

SIGNED at Glencairn on this 17th day of June 2020.

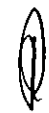
Royston Pillay

AS WITNESSES

ROYSTON PILLAY
UNIVERSITY OF CAPE TOWN (UCT), INSTITUTE
FOR CREATIVE ARTS (ICA)
REGISTRAR

1. 

2. 

C.P. RP
TG 


TRANSFER PAYMENT CHECKLIST

ANNEXURE "E"

NAME OF EVENT:

ORGANISATION NAME:

VENDOR NO:

EMAIL ADDRESS:

TEL NO:

CASH PAYMENT:

PAYMENT DATE:

Required Documentation	YES	NO
Register on CSD		
Income & Expenditure Reports is required if the amount is less than R50 000, if the amount exceeds R50 000 the latest audited Financial statements is required		
Business Plans & Project Plan		
Registration certification		
Valid original Tax clearance certificate		
Proof of banking details (cancelled cheque or 3 months bank statements)		
Check Vendor status (SAP XK03) and print screen with vendor no & bank details		
Vendor Registration Form (if not a vendor) Certified copy required with all supporting documents listed in section 8 of the VRF plus: • declaration of interest (applicable for all vendors) • letter from bank with signatories • Proof of address		
If renting a copy of the lease agreement and the owner's municipal account to be forwarded. The municipal account must be up to date, if not the arrears to be paid in full or arrangements must be made to pay the arrears off and proof to be forwarded.		
Memorandum of agreement to be completed & with ID's of signatories		
Payment Request form to be completed		
A zero rated TAX invoice if beneficiary has a VAT number. Or an Invoice if beneficiary does not have a VAT number. Invoice to be addressed to accounts payable, private bag X6, Belleville 7530		
A copy of the MOA with annexures to be given to the beneficiary		



CITY OF CAPE TOWN (the City) EVENTS Policy (the Policy)

PROJECT PLAN

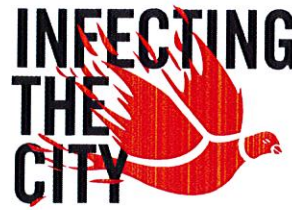
Financial Year (the City's financial year): 1 July 2019 to 30 June 2020

No.:	DETAILS AND REQUIREMENTS
1.	ORGANISATION: Institute for Creative Arts, University of Cape Town (ICA)
2.	AIMS AND OBJECTIVES OF ORGANISATION: The ICA is an interdisciplinary institute based in the University of Cape Town's Humanities Faculty, formerly known as the Gordon Institute for Performing and Creative Arts (GIPCA). Since 2008, the Institute has fostered innovative practice and research in the creative and performing arts that works across the disciplines of music, dance, fine art, drama, literature and film, with a particular focus on black practitioners and issues that affect black South Africans. The ICA's main aim is to foster innovative practice and research in the creative and performing arts. The focus on interdisciplinarity emerges from this vision for innovative research and practice. UCT has very strong disciplines, for instance in Fine Art and Drama. The ICA supports these disciplines, and pioneers research and artistic practices that blur disciplinary boundaries. A key premise of the ICA's work is that interdisciplinary practice in South Africa, and live art in particular, help us to understand the complexity of our contemporary society – one that is chronologically 'post' apartheid, but that continues to grapple with material redress, land redistribution and systemic racism.
3.	PROJECT OR PROGRAMME DETAILS: Infecting the City public arts festival (ITC)
3.1	Project or Programme Description – What is the proposed project's focus, purpose or level of intervention? ITC transforms Cape Town's communal spaces into spectacular outdoor entertainment venues showcasing an array of energising, inspiring art forms. Ranging from music, theatre, dance, poetry performances and visual art installations, ITC directly interacts with audiences on the street. In moving from space to space from the centre to outskirts of the city and back, this extensive programme of an average of 50 productions shows off the city, its various architectural forms and public spaces, and its many artists concerned with social justice and change. In speaking in particular to the City's <i>Social Development Strategy</i> objectives to: 'Maximise income generating opportunities for people who are excluded or at risk of exclusion'; and to 'Promote and foster social integration,' we outline three of ITC's key areas of influence: place-

	making; employment and skills development (see 3.4); and international profile. The festival's focus is on audience and artists. The Festival's artworks, which are <i>free to all</i>, engages with incidental and heterogenous audiences – passersby at shopping hubs, communal squares, gardens and public walkways who have varied levels of access to art as well as intentional audiences who know about the Festival through advertising. The Festival format is that of routes, five in total, of between 5 and 8 productions each, most of them occurring during the day, and audiences are led from one production to another. This unique formula brings diverse groups of people together as they move from space to space, and promotes social integration by bringing together diverse and multiple <i>publics</i>.
3.2	Location/area - Where will this project be carried out? I.e. What is the target area? Target: The five festival routes criss-crosses the Cape Town Central Business District.
3.3	Number of attendees and/or participants: How many people attend the event? 200 to 1000, with 500 a good average
3.4	Beneficiaries - Which community (the target community or group) will benefit from this project? Target: In the last iteration of the festival, in 2017, the festival • Employed 110 people, of which 82 were artists and 28 were production personnel; • Of the total number of employees, 70% were youths between the ages of 18 to 35 and 76% were classified as historically disadvantaged individuals. For ITC 2019, the ICA has again appointed artists, curatorial fellows, technicians and subcontractors strictly within these guidelines. The Employment Equity principle for both the ICA and ITC is not an artificial one, as the main intentions (as outlined above) are primarily directed at making visible the artworks of the historically disenfranchised. A number of works first performed at ITC have been invited to be staged at international festivals such as Afrovibes in Amsterdam, Rotterdam and Den Haag, Spielart in Munich and Vienna, Austria. The Festival also provides a platform for networking – with fellow artists, public administrators, civic organisations, members of the business community, and numerous other stakeholders. Important culture sector training is delivered to local youths through skills transference and capacity development as a result of direct recruitment, employment and involvement of youth at all levels.
3.5	Sponsorship objectives: Which companies are sponsoring the event? Institute for Creative Arts Centre for Theatre, Drama and Performance University of Cape Town Institut Francais Afrique du Sud Pro Helvetia
3.6	Swot Analysis: Strengths and Weaknesses: Strengths: Skill, expertise, capacity and historical knowledge. The festival was first presented in 2007 and annually until 2017 when it was changed to a biennale. The ICA has been in existence since 2008 and has been involved in ITC from the same year. The Institute has

	also been hosting the more intimate but internationally acclaimed ICA Live Art Festival since 2012. 2018 saw the ICA's launch of a Live Art Network Africa, bringing together artists from across the continent. The Institute's director and ITC founding curator, Jay Pather, has vast experience in curating events of this kind and an extensive Pan-African and international network of exceptional artists across all artistic disciplines. The ICA and ITC team have strong working and collaborative relationships with city institutions such as Iziko, performing arts organisations such as Jazzart, Indoni and many others; is part of UCT's Centre for Theatre, Dance and Performance; and has a skilled network of technicians familiar with the often intricate technical workings of performative and theatrical work. The city locations, sites and venues earmarked for this year's festival routes are familiar territory for the experienced festival team.
3.7	Opportunities: How will you grow your event: Public art is interdisciplinary in nature. It is also about art and the public. "As long as that public is not just a small group of in- the-know followers of art, but a complex nation of inequality, varying access, varying levels of free time; as long as it is about publics, then the Festival programmes more than just the art works, it also programmes a range of unknowns." With the festival now residing within the Institute for Creative Arts it will benefit from the institute's commitment to innovative practice and pioneering research that blur disciplinary boundaries; it will be further enhanced by the ICA's position at the forefront of Live Art on the continent (see 3.6). A key premise of the ICA's work is that interdisciplinary practice in South Africa, and live art in particular, help us to understand the complexity of our contemporary society – one that is chronologically 'post' apartheid, but that continues to grapple with material redress, land redistribution and systemic racism. We believe that under the ICA umbrella, Infecting the City will continue to play a significant role in fostering that "understanding of the complexity of our contemporary society" with reference not only to our city's evolving landscape but also its position in relation to the rest of the continent.
3.8	Threats: Any concerns about the event: Weaknesses: Budget. A public arts festival offering in a crowded urban space needs scope to impress. Larger productions tend to come with expensive tech heavy footprints, footprints where compromise on artistic integrity or the standard and quality of presentation - is not an option. Technical equipment and technical expertise come at a great cost, thus budget drives content, the scope of the festival and the scale of works presented. Safety & Security. In an uncontained urban environment the safety and security of artists, technicians and audience members is of great concern. In the past the festival has relied on the cooperation of CCID and Metro Police services (activated via Event Permit). We will have to look closely at whether additional security services are necessary.
3.9	Marketing and Media: Brief information on the plans (challenges): Breaking Bread Consultancy is contracted to devise and implement a PR campaign which will launch September, week 1. This will include a number of targeted and timed (November) magazine features; weekly and daily news coverage (local, national and international), radio (regional and national) and television (national and international). An existing festival website – complete with archive of previous festivals – has been re-designed and will go live

September week 1; social media platforms (FB, Instagram, Twitter) will be re-activated September week 1. ITC logo has been retained and colour updated:



Marketing campaign will include a festival launch mid-October (media event, street banner display on Orange Street), display of street posters prior to the event; and a strong social media campaign with limited advertising, budget permitting.

3.10 **Economic Development and Tourism impact:**

ITC places the extraordinary into our everyday lives, it challenges and expands our definition of home and place, sparks unlikely conversations and points of connection, and – in so doing – enhances social cohesion and by implication economic development.

Over the years, ITC has garnered a significant international profile. This is evident from the numerous news articles that have been written about ITC, and from the frequent requests ICA Director Jay Pather receives to write journal articles about ITC. Works first shown at ITC – works of resilience against the odds of poverty – have been presented at international conferences in, amongst others: Accra, Harare, Auckland, Sydney, Munich, Dusseldorf, New York City, Venice, San Francisco, Amsterdam, Dublin and Madrid. Infecting the City Festival was selected as a finalist at the inaugural International Award for Public Art that took place in Shanghai. A number of works first performed at ITC has been invited to be staged at international festivals such as Afrovibes in Amsterdam, Rotterdam and Den Haag, Spielart in Munich and Vienna, Austria.

Subsequently, several international embassies, confident in the product that emerges, have partnered only to bring works from their countries to Cape Town (comprising no more than 10% of the festival's programming). These have included the French Institute, Pro Helvetia, British Council, the Goethe Foundation, Canada Council for the Arts, Arts Council England, Embajada de Espanja, Kingdom of the Netherlands, Arts Council Norway, Bergen Kommune and Stuttgart City Foundation.

ITC's profile, both locally and internationally, established the Festival as a 'signature event' for the City of Cape Town between the years 2012 and 2016.

3.11 **Legacy:**

The Infecting the City (ITC) public arts festival is the longest running public arts festival in South Africa. *"Public art has always been part of who we are on this continent and in this country given our history of public ritual, public protest and celebration. The interconnectedness of the African 'us', however, meets challenge after challenge in a public, social way. There is too that part of our history that impedes this public interconnectedness, throwing people apart and far away from each other, a physical and psychic separation still waiting to be healed. Brought to life in artistic expression, Infecting The City ignites and explores this interconnectedness amongst all Cape Town's publics."* Curator, Jay Pather.

4. BUDGET

- 4.1 Expenditure Budget** - What is the anticipated expenditure to be incurred on this specific project or programme and what will the money be spent on? **NOTE:** - Transfer funding RECEIVED FROM THE CITY CANNOT BE USED TO FUND salaries and wages, municipal service accounts, telephone accounts, general administration expenses, etc. Any transfer funding that your organisation may receive from the City must only be used to fund expenditure directly related to the approved event ensuring that the target beneficiaries receive the full benefit of the transfer funding which will not happen if any funds are misused or are used to fund the types of expenditure mentioned. Your organisation must fund your own normal operating costs and any structures and other improvements made to your property and / or buildings. Your organisation must be properly registered, established and viable and provide the City with copies of your audited Annual Financial Statements where transfer funding received from the City is R50 000 or above or Income and Expenditure statement where transfer funding is less than R50 000.

No	Details (What will be done or how will the income reflected be utilised?)	Amount (R)
(i)	Production Expenses – all technical requirements for 40-50 productions, installations, performative interventions	20 000.00
(iii)	Permissions & logistics, venue related costs	20 000.00
(iv)	Safety & Security Plan, Officer & additional security	20 000.00
(v)	PR & Publicity – Breaking Bread Consultancy	50 000.00
(vi)	Documenting, Photography & Video	30 000.00
(vii)	Marketing: Design, production and where relevant distribution of Website, Poster and Programme, collateral such as banners etc.	60 000.00

TOTAL BUDGET – EXPENDITURE

200 000,00

- 4.2 Income Budget:** - What are the anticipated income sources for the specific event in order to fund the expenditure?

NO	SOURCES	AMOUNT (R)
4.2.1	TRANSFER FUNDING AND/OR OTHER CITY SUPPORT REQUESTED FOR THIS PROJECT / PROGRAMME	200 000.00
4.2.2	OWN FUND RAISING BY YOUR ORGANISATION	1 000 000.00
4.2.3	OTHER SOURCES (SPECIFY BELOW) Please provide details and identify the source of the funds e.g. National Government, the Provincial Government: Western Cape, Private Donors and donor organisations etc. and including other sources of funding that your organisation may receive from the City Sources: Pro Helvetia, Institut Francais Afrique du Sud.	100 000.00 70 000.00
(i)	TICKETING/ENTRY FEES	0.00
(ii)	MERCHANDISING	0.00

TOTAL BUDGET – INCOME

1 370 000.00

Duly authorised person of the organisation:

Full Name: Jay Pather
RSA ID Number 590305 5165 088
Position Director, Institute for Creative Arts

Signature



(To be completed by Project manager when Spevco has approved the grant and before the signing of the MOA – Attach this completed project plan to the signed MOA)

Spevco on approved the sponsorship funding of R Financial /City/Event
Services to the organisation or body identified in Project Plan...

Line Department: - *Safety & Security*

Project Manager: - *J. Pather*

Date: - 2019 -11- 06

Signature: - *J. Pather*

Institute for Creative Arts

Project:

Date:

PROJECT BUDGET

Infecting the City Public Arts Festival 2019

18 to 24 November

Staffing			
Curator	1	ongoing	0.00
Fellows as co-curators	2	4 months	0.00
Project manager	1	6 months	108,000.00
Technical manager	2	4 months	120,000.00
FOH /Ushers			15,000.00
			243,000.00
Marketing			
Design & development: Web			10,000.00
Design: Logo, signage, collateral, poster & programme			30,000.00
Media monitoring			3,000.00
Collateral production			15,000.00
Distribution			7,500.00
Eventing / Launch, Opening			10,000.00
			75,500.00
PR/Publicity			
Publicist	1		50,000.00
Documenting	2		30,000.00
			80,000.00
Permissions/logistics			
Event security, Health & Safety			25,000.00
Venue related costs			25,000.00
			50,000.00
Production: Technical (incl staffing)			200,000.00
Production: Artists & Artwork			800,000.00
Accomm			60,000.00
Travel			50,000.00
Per Diems			20,000.00
			1,578,500.00

Mari Stimie

Project coordinator

076 4800 643 / maristimie@gmail.com

for Institute for Creative Arts, University of Cape Town

GEN002 Schedule A: Financial Authorities

NOTES:

- All values referred to in this schedule INCLUDE VAT
- Where transaction in foreign currency, rate to be applied at date of signature
- Unless specifically excluded, Nominees are implied in all Delegated Authorities

ACRONYMS: FH = Fund Holder; UH = Unit Head i.e. Dean/GSB Director or Exec Director/Director of PASS department; LM = Line Manager; HOD = Head of Department; FM = Faculty/PASS finance manager; ED = Executive Director; REG = Registrar; COO = Chief Operating Officer; FIN = Finance; PPS = Procurement & Payment Services; P&S = Properties & Services; DSA = Department of Student Affairs; DVC = Deputy Vice-Chancellor; VC = The Vice-Chancellor; UB&DC = University Building & Development Committee; JIC = Joint Investment Committee; UFC = University Finance Committee; CNL = Council

Authority to establish or disestablish a UCT-related legal entity

ACTION		CONDITIONS/AMOUNT		APPROVAL REQUIRED		SIGNATORIES			
						1st	2nd	3rd	4th
LEGAL ENTITIES									
Authority to establish or disestablish a UCT-related legal entity		Partnerships Trusts Joint Ventures Companies (all types)		All such entities may only be established by authority of Council.					
ANY INSTANCE NOT COVERED IN SCHEDULE A BELOW									
Any transactions with amounts		<= R5,000,000		Exec Director: Finance and the Registrar or COO		ED:FIN	REG/		
		> R5,000,000 and <= R20,000,000		Exec Director: Finance and the Registrar or COO and DVC or VC		ED:FIN	REG/	DVC	
		> R20,000,000		Exec Director: Finance and the Registrar or COO and VC must consult with the Chair of the University Finance Committee (UFC) and Council on how to proceed		ED:FIN	REG/	DVC	
CONTRACTUAL AGREEMENTS (excl Purchase Orders) - MUST BE READ IN CONJUNCTION WITH THE THRESHOLD VALUES FOR PURCHASING (PPP002)				Fund Holder and the Dean/GSB Director or ED/Director: PASS department		FH	UH		
Contracts/sub-contracts, including consulting, supplier, service contracts to UCT (e.g. departments, research units), but excluding the following which are covered elsewhere within the schedules:		Term is <= 3 years or the total contract price is <= R2,000,000		Fund Holder and the Dean/GSB Director or ED/Director: PASS department and either ED: Finance or the Registrar or COO		FH	UH	ED:FIN/	
		Term is > 3 years but <= 5 years or where total contract price > R2,000,000 and <= R15,000,000						COO/	REG
		Term is > 5 years or where total contract price > R15,000,000		All of the above signatories and Council for signature by the Registrar or COO and ED: Finance		FH	UH	ED:FIN/	CNL
Applicable operational service or supplier contracts		Term <= 2 years or total expense or income <= R2,000,000		Director: Procurement and Payment Services after approval as above		FH	ED:FIN/	ED:FIN/	
Credit facilities		Term <= 2 years or total expense or income <= R2,000,000		Director: Procurement and Payment Services after approval as above		FH	ED:FIN/	ED:FIN/	
Leasing or leasing immovable property		Term <= 2 years or total expense or income <= R2,000,000		Fund Holder and ED: Finance or ED: Properties and Services or ED: Department of Student Affairs		FH	ED:FIN/	ED:FIN/	
DURATION / VALUE		Term is > 2 years and <= 5 years or total expense or income > R2,000,000 and <= R15,000,000 per annum		Fund Holder and ED: Finance or ED: Properties and Services or ED: Department of Student Affairs		FH	ED:FIN/	ED:FIN/	
		Term is > 5 years or total expense or income > R15,000,000 per annum		NOTE: The 2nd and 3rd signatories need to be different		FH	ED:FIN/	ED:FIN/	
NOTE: Where contract DURATION and VALUE do not fall into same authority, then the higher up signatory applies.				All of the above signatories and Council for signature by the Registrar or COO and ED: Finance		FH	ED:FIN/	ED:FIN/	
								ED:FIN/	CNL
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	
								ED:FIN/	



Fagma Jordaan

Marsh Proprietary Limited
Alexander Forbes House
Block A, The Boulevard
Searle Street, Woodstock, 7925
P. O. Box 3060, Cape Town, 8000
South Africa
Tel +27 21 833 4700
Fax +27 21 833 4799
www.marsh-africa.com

24 December 2018

TO WHOM IT MAY CONCERN

LIABILITY INSURANCE CONFIRMATION: UNIVERSITY OF CAPE TOWN

Marsh (Pty) Ltd acts as insurance brokers to University of Cape Town and confirms the following cover to be in place:

INSURED	UNIVERSITY OF CAPE TOWN	
CLASS	LIABILITY INSURANCE POLICY	
PERIOD OF INSURANCE	1 JANUARY 2019 – 31 DECEMBER 2019 (both days inclusive)	
INSURER	STALKER HUTCHISON ADMIRAL (PTY) LTD	
POLICY NUMBER	TO BE ADVISED	
TERRITORIAL LIMITS	WORLD-WIDE, EXCLUDING USA/CANADA	
LIMITS (Per occurrence and in the annual aggregate)		
General/Property Owners/Tenants	R	155,000,000
Products and Defective Workmanship	R	155,000,000
Employers	R	155,000,000
Statutory/Legal Defence Costs	R	155,000,000
Wrongful Arrest/Defamation/Dismissal	R	155,000,000
Motor Fleet	R	155,000,000
Motor Boat	R	155,000,000
Contractors All Risks	R	155,000,000

We trust that you will find this to be in order, should you require any additional information, please do not hesitate to contact the writer.

Sincerely,

Fagma Jordaan, Divisional Manager

Marsh Africa, Public Enterprises

Tel: +27 21 833 4891| Mobile: +27 76 169 4778| Fax: 0866231027 Email: fagma.jordaan@marsh.com
www.africa.marsh.com

An authorised financial services provider
FSB/FSP Licence no.: 8414
Registration no.: 1999/000348/07
Directors: IB Skosana (Non-Executive Chairman), JJ Erwee (CEO), BR Blake (Vice Chairman)*, F Abrahams,
R Ebrahim, S Montsi, M Pienaar, MG Sikkie (*British)

LEADERSHIP, KNOWLEDGE, SOLUTIONS...WORLDWIDE.



Josiah Arnoldus

From: Yolande Quinton
Sent: Monday, June 15, 2020 9:41 AM
To: Josiah Arnoldus
Cc: Lesley Cox
Subject: FW: Infecting the City Public Arts

Morning Josh

Please print this entire trail of e-mail and add to contract so we don't forget about it.

Many thanks

Yolande Quinton

Professional Officer: Events Planning
Events Department
Safety and Security Directorate

10th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town, 8001

Tel: 021 417 4928 | **Alt. Tel:** 021 444 9022 |

Email: Yolande.Quinton@capetown.gov.za | **Web:** www.capetown.gov.za

[CCT Contacts](#) | [CCT Media and News](#) | [Report a fault](#) | [Account Queries](#) | [Water Restrictions](#)



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

From: Lesley Cox <LesleyAnne.Rix@capetown.gov.za>
Sent: Friday, 12 June 2020 08:48
To: Yolande Quinton <Yolande.Quinton@capetown.gov.za>
Cc: Rowelna Williams <Rowelna.Williams@capetown.gov.za>; Josiah Arnoldus <Josiah.Arnoldus@capetown.gov.za>
Subject: RE: Infecting the City Public Arts

Good morning Yolande

When you file the final agreement after the ED has signed, kindly print and include this trail of correspondence so that it is recorded, should we be required to rely on it at a later stage.

Thank you for your assistance.

Kind regards,
Lesley

From: Yolande Quinton <Yolande.Quinton@capetown.gov.za>
Sent: Friday, 12 June 2020 08:38

To: Claude Bassuday <claude.bassuday@uct.ac.za>; Jay Pather <jay.pather@uct.ac.za>
Cc: Lesley Cox <LesleyAnne.Rix@capetown.gov.za>; Rowelna Williams <Rowelna.Williams@capetown.gov.za>; Josiah Arnoldus <Josiah.Arnoldus@capetown.gov.za>
Subject: RE: Infecting the City Public Arts

CAUTION: This email originated outside the UCT network. Do not click any links or open attachments unless you know and trust the source.

Dear Claude

Thank you.

We await the signed contract and the recommendation.

Regards

Yolande Quinton

Professional Officer: Events Planning
Events Department
Safety and Security Directorate

10th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town, 8001

Tel: 021 417 4928 | **Alt. Tel:** 021 444 9022 |

Email: Yolande.Quinton@capetown.gov.za | **Web:** www.capetown.gov.za

[CCT Contacts](#) | [CCT Media and News](#) | [Report a fault](#) | [Account Queries](#) | [Water Restrictions](#)



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

From: Claude Bassuday <claude.bassuday@uct.ac.za>

Sent: Thursday, 11 June 2020 17:21

To: Yolande Quinton <Yolande.Quinton@capetown.gov.za>; Jay Pather <jay.pather@uct.ac.za>

Cc: Lesley Cox <LesleyAnne.Rix@capetown.gov.za>; Rowelna Williams <Rowelna.Williams@capetown.gov.za>; Josiah Arnoldus <Josiah.Arnoldus@capetown.gov.za>

Subject: RE: Infecting the City Public Arts

Dear Yolande

The recommendation is contained in an internal document which the Registrar will have regard to before signing .

Kindly confirm that we have now addressed all your queries.

Once I receive such confirmation I will submit it the Registrar for approval and signature.

Regards

Claude

I do apologize for any inconvenience and appreciate your assistance herein.

Kind regards,

Lesley

[CCT Contacts](#) | [CCT Media and News](#) | [Report a fault](#) | [Account Queries](#) | [Water Restrictions](#)



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD



From: Claude Bassuday <claude.bassuday@uct.ac.za>
Sent: Tuesday, 09 June 2020 14:39
To: Yolande Quinton <Yolande.Quinton@capetown.gov.za>; Jay Pather <jay.pather@uct.ac.za>
Cc: Rowelna Williams <Rowelna.Williams@capetown.gov.za>; Lesley Cox <LesleyAnne.Rix@capetown.gov.za>
Subject: RE: Infecting the City Public Arts

The Registrar is in the higher category of signatories. He can sign on the recommendation of the Fund Holder and Dean/GSB Director or ED/Director: PASS Department

His ID number 6205045144085

Regards
Claude Bassuday

From: Yolande Quinton <Yolande.Quinton@capetown.gov.za>
Sent: Tuesday, 09 June 2020 2:28 PM
To: Claude Bassuday <claude.bassuday@uct.ac.za>; Jay Pather <jay.pather@uct.ac.za>
Cc: Rowelna Williams <Rowelna.Williams@capetown.gov.za>; Lesley Cox <LesleyAnne.Rix@capetown.gov.za>
Subject: RE: Infecting the City Public Arts

CAUTION: This email originated outside the UCT network. Do not click any links or open attachments unless you know and trust the source.

Dear Claude

Kindly send me the ID number urgently in order for me to send the contract to our legal team for finalisation.

Awaiting response on Compliance Officer mail below also as a matter of urgency.

Much appreciated.

Good day Yolande

Thank you for your email below.

Kindly request clarity in respect of the delegated authority sheet they sent you. The way I look at it and understand it, this agreement would fall within the first category as the contract is under 3 years and under R2 million. In terms hereof, the delegation refers to Fund Holder and Dean/GSB Director or ED/Director: PASS Department is identified as the signatories.

Therefore, if they could confirm that the signatory falls within the above job position, I will be satisfied with the annexure.

Kind regards,
Lesley

From: Yolande Quinton <Yolande.Quinton@capetown.gov.za>
Sent: Monday, 08 June 2020 10:06
To: Lesley Cox <LesleyAnne.Rix@capetown.gov.za>
Subject: FW: Infecting the City Public Arts

Hi Lesley

Kindly see Annexure B and advise that this is acceptable UCT resolution.

Regards

Yolande Quinton
Professional Officer: Events Planning
Events Department
Safety and Security Directorate

10th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town, 8001
Tel: 021 417 4928 | **Alt. Tel:** 021 444 9022 |
Email: Yolande.Quinton@capetown.gov.za | **Web:** www.capetown.gov.za

[CCT Contacts](#) | [CCT Media and News](#) | [Report a fault](#) | [Account Queries](#) | [Water Restrictions](#)



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

From: Claude Bassuday <claude.bassuday@uct.ac.za>
Sent: Monday, 08 June 2020 09:17
To: Yolande Quinton <Yolande.Quinton@capetown.gov.za>; Rowelna Williams <Rowelna.Williams@capetown.gov.za>; Jay Pather <jay.pather@uct.ac.za>
Subject: FW: Infecting the City Public Arts

I am resending this and can do no better than to once again refer you to annexure B.

Many thanks

Yolande Quinton

Professional Officer: Events Planning

Events Department

Safety and Security Directorate

10th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town, 8001

Tel: 021 417 4928 | **Alt. Tel:** 021 444 9022 |

Email: Yolande.Quinton@capetown.gov.za | **Web:** www.capetown.gov.za

[CCT Contacts](#) | [CCT Media and News](#) | [Report a fault](#) | [Account Queries](#) | [Water Restrictions](#)



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

From: Claude Bassuday <claude.bassuday@uct.ac.za>

Sent: Thursday, 04 June 2020 12:10

To: Jay Pather <jay.pather@uct.ac.za>; Rowelna Williams <Rowelna.Williams@capetown.gov.za>; Yolande Quinton <Yolande.Quinton@capetown.gov.za>; Fatima White <fatima.white@uct.ac.za>; Ethel Ntlahtla <ethel.ntlahla@uct.ac.za>

Subject: RE: help

Dear Colleagues

I recall being informed by the City that we should make the necessary changes and sign.

However it now seems that the hardcopy has not been sent/received by the City.

May I suggest that to alleviate further delays, the City send to us the version (incl. annexures) which is acceptable to the City for signature.

Regards

Claude

From: Jay Pather <jay.pather@uct.ac.za>

Sent: Thursday, 04 June 2020 11:33

To: Claude Bassuday <claude.bassuday@uct.ac.za>; Rowelna Williams <Rowelna.Williams@capetown.gov.za>; Yolande Quinton <Yolande.Quinton@capetown.gov.za>; Fatima White <fatima.white@uct.ac.za>; Ethel Ntlahtla <ethel.ntlahla@uct.ac.za>

Subject: Re: help

Hi

That hard copy is in my office, which I can't retrieve now.

When ICA Administrator Nolutando Ntlahtla took that to the City, it was rejected. Nolutando has been speaking to Fatima about revisions in the meantime, I've just heard.

They are both in cc.

best

Jay

Jay

From: Claude Bassuday <claude.bassuday@uct.ac.za>
Sent: Thursday, 04 June 2020 10:44
To: Jay Pather <jay.pather@uct.ac.za>
Subject: RE: help

Dear Jay

I really don't understand what the issue is.

We signed an agreement with all the relevant annexure attached thereto (inc the Event/Project Plan). In the version they returned the Event plan was missing ,which we pointed put.

They also queried the resolution and it seems that they now accept that "yes it is okay"

As I understand it the event has taken place and the money has been paid.

We can sign another version but I am unsure to what end and what is different to the signed version.

I noticed though that the NPO has once again been inserted. If the Creative Arts is part of UCT, kindly clarify the NPO registration number.

I am happy to assist with this but would need to explain the Registrar the need to sign another version.

Happy to take a call from the person you are dealing with.

Regards
Claude

From: Jay Pather <jay.pather@uct.ac.za>
Sent: Tuesday, 02 June 2020 14:00
To: Claude Bassuday <claude.bassuday@uct.ac.za>
Subject: help

Dear Claude

COVID 19 interrupted the process with the city , now they are saying they would have to withdraw the funding if we don't get this signed by end of the week.

In our last mail you expressed the following, please see my answers.

Our telephonic discussion refers.

Disclaimer - University of Cape Town This email is subject to UCT policies and email disclaimer published on our website at <http://www.uct.ac.za/main/email-disclaimer> or obtainable from +27 21 650 9111. If this email is not related to the business of UCT, it is sent by the sender in an individual capacity. Please report security incidents or abuse via <https://csirt.uct.ac.za/page/report-an-incident.php>.

Disclaimer: This e-mail (including attachments) is subject to the disclaimer published at:

<http://www.capetown.gov.za/general/email-disclaimer> Please read the disclaimer before opening any attachment or taking any other action in terms of this e-mail. If you cannot access the disclaimer, kindly send an email to disclaimer@capetown.gov.za and a copy will be provided to you. By replying to this e-mail or opening any attachment you agree to be bound by the provisions of the disclaimer.

Disclaimer - University of Cape Town This email is subject to UCT policies and email disclaimer published on our website at <http://www.uct.ac.za/main/email-disclaimer> or obtainable from +27 21 650 9111. If this email is not related to the business of UCT, it is sent by the sender in an individual capacity. Please report security incidents or abuse via <https://csirt.uct.ac.za/page/report-an-incident.php>.

Disclaimer: This e-mail (including attachments) is subject to the disclaimer published at:

<http://www.capetown.gov.za/general/email-disclaimer> Please read the disclaimer before opening any attachment or taking any other action in terms of this e-mail. If you cannot access the disclaimer, kindly send an email to disclaimer@capetown.gov.za and a copy will be provided to you. By replying to this e-mail or opening any attachment you agree to be bound by the provisions of the disclaimer.

Disclaimer - University of Cape Town This email is subject to UCT policies and email disclaimer published on our website at <http://www.uct.ac.za/main/email-disclaimer> or obtainable from +27 21 650 9111. If this email is not related to the business of UCT, it is sent by the sender in an individual capacity. Please report security incidents or abuse via <https://csirt.uct.ac.za/page/report-an-incident.php>.

Disclaimer: This e-mail (including attachments) is subject to the disclaimer published at:

<http://www.capetown.gov.za/general/email-disclaimer> Please read the disclaimer before opening any attachment or taking any other action in terms of this e-mail. If you cannot access the disclaimer, kindly send an email to disclaimer@capetown.gov.za and a copy will be provided to you. By replying to this e-mail or opening any attachment you agree to be bound by the provisions of the disclaimer.

Disclaimer - University of Cape Town This email is subject to UCT policies and email disclaimer published on our website at <http://www.uct.ac.za/main/email-disclaimer> or obtainable from +27 21 650 9111. If this email is not related to the business of UCT, it is sent by the sender in an individual capacity. Please report security incidents or abuse via <https://csirt.uct.ac.za/page/report-an-incident.php>.

Disclaimer: This e-mail (including attachments) is subject to the disclaimer published at:

<http://www.capetown.gov.za/general/email-disclaimer> Please read the disclaimer before opening any attachment or taking any other action in terms of this e-mail. If you cannot access the disclaimer, kindly send an email to disclaimer@capetown.gov.za and a copy will be provided to you. By replying to this e-mail or opening any attachment you agree to be bound by the provisions of the disclaimer.

Disclaimer - University of Cape Town This email is subject to UCT policies and email disclaimer published on our website at <http://www.uct.ac.za/main/email-disclaimer> or obtainable from +27 21 650 9111. If this email is not related to the business of UCT, it is sent by the sender in an individual capacity. Please report security incidents or abuse via <https://csirt.uct.ac.za/page/report-an-incident.php>.

Disclaimer: This e-mail (including attachments) is subject to the disclaimer published at:

<http://www.capetown.gov.za/general/email-disclaimer> Please read the disclaimer before opening any attachment or taking any other action in terms of this e-mail. If you cannot access the disclaimer, kindly send an email to disclaimer@capetown.gov.za and a copy will be provided to you. By replying to this e-mail or opening any attachment you agree to be bound by the provisions of the disclaimer.

Disclaimer - University of Cape Town This email is subject to UCT policies and email disclaimer published on our website at <http://www.uct.ac.za/main/email-disclaimer> or obtainable from +27 21 650 9111. If this email is

SPEV 22/09/19 LEGENDS LIVE IN CONCERT 2 - 2 NOVEMBER 2019

It was **RESOLVED** that the application is withdrawn.

ACTION: R BOSMAN; L DESOUZA-ZILWA; E SASS

SPEV 23/09/19 RECONCILIATION YOUTH FESTIVAL 2019 – 16 DECEMBER 2019

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R20 000 towards City and/or Event Services, from the Events Budget; as well as the waiver of venue costs for Westridge Gardens, subject to availability and that the cost be absorbed by the applicable line department.

ACTION: R BOSMAN; L DESOUZA-ZILWA; E SASS

SPEV 24/09/19 INFECTING THE CITY PUBLIC ARTS FESTIVAL - 19 - 23 NOVEMBER 2019

It was **RESOLVED** that the City **APPROVES** the event financially with an amount of R200 000 from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA

SPEV 25/09/19 MUIZENBERG UNITY JAM - 14-15 DECEMBER 2019

It was **RESOLVED** that the City engages with the event organiser with regard to the date of the event as it has an impact on the area during peak season.

ACTION: R BOSMAN; L DESOUZA-ZILWA; E SASS

SPEV 26/09/19 FREE ATHLONE "NANTES" SUMMER FESTIVAL – 06 OCTOBER 2019 ALT DATE 20 OR 26 - OCTOBER 2019

It was **RESOLVED** that the City **APPROVES** the event up to an amount of R50 000 towards City and/or Event Services, from the Events Budget; as well as the waiver of venue costs for Athlone Nantes Park, subject to availability and that the cost be absorbed by the applicable line department.

ACTION: R BOSMAN; L DESOUZA-ZILWA; E SASS



FINALISATION LETTER

Date: 11 June 2020

To: Executive Director: Safety and Security

IN RE: INFECTING THE CITY PUBLIC ARTS FESTIVAL

Dear Sir / Madam

1. The finalised Agreement in respect to the reference above was furnished to yourself.
2. Legal Services was requested to vet and finalise the above Agreement. Client Department was provided with an opportunity to peruse the Agreement and comment on any changes or errors, prior to finalisation. This was accordingly adhered to.
3. Legal Services confirms that the Agreement may be signed by the **Executive Director: Safety and Security**.
4. Please ensure that every page of the Agreement is initialled (including the witnesses).
5. Kindly fill in the place and date whereby which this Agreement was signed.
6. **Ensure that all correct Annexures (including the Rights Package) are attached to the Agreement, prior to signature and that the requisite authority has been obtained.**
7. Thereafter, be so kind to provide me with a signed copy of this Agreement, at your earliest convenience.
8. Thank you for your assistance herein.

Yours faithfully

Philiswa Qalazive
Legal advisor



Internal Contract Administration Form

Directorate:	Tourism Events and Economic Development
<i>This completed form must accompany all contracts requiring the signature of ED: Safety and Security. Each contract must be checked for compliance before submission to the ED's office.</i>	

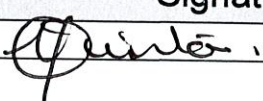
Agreement with:	Reason / Name of Event:
UNIVERSITY OF CAPE TOWN (UCT) INSTITUTE FOR CREATIVE ARTS (ICA)	INFECTING THE CITY PUBLIC ARTS FESTIVAL

Department:	☒
Events	☒

Agreement Type:	☒
Service Level Agreement	
Sponsorship Agreement	☒
Section 67 Cash Transfer Agreement	
Consultant	
Rental Agreement	
Film Agreement	
Host City Agreement	
City Services Agreement	
Other	
<i>If other, indicate type of agreement:</i>	

Agreement Status:	Name of Legal Advisor:	Proof attached
Vetted by Legal Services	<u>Philiswa Qalazive.</u>	☒
Unvetted		☒

Contract compliance checks:		☒
<i>Before ED signs, ensure steps 1, 2 and 3 are completed</i>		
1.	Signed and dated by EO / other party	☒
2.	Two witnesses	☒
3.	Each page initialled by all of the above	☒
4.	Rights Package	☒
5.	Business Plan	☒
6.	Approval	☒
7.	Public Liability	☒
8.	Constitution (if applicable)	☒
9.	Signature Authorisation Letter (if applicable)	☒
10.	Final check by Rowelna Williams	☒
11.	Signed and dated by ED: Safety and Security and Events	
12.	Two witnesses	
13.	Each page initialled by all of the above	☒

Name of Manager/ Prof Officer	Signature	Date
Yolande Quinton		2020-06-23