

Annexure A: WCEDP Deliverables 2015/2016ANNEXURE TO ITEM
C 12/05/16

The following criteria for programme identification have been followed in identifying focus areas requiring in-depth, focused partnering skills to unblock constraints to implementation on key economic development priorities for the City:

- A focus area must address a **real issue** (considered so by donor) that requires a **partnering solution**
- There must be **authority and support** from core donors for the EDP to act on its mandate on this issue
- It must be able to deliver **measurable impact** in 6-8months
- It must not be an overly **complex issue** that has not been able to be solved previously
- It must have minimal **external dependencies**

Proposed focus areas:

Description (<i>Target</i>)	Grant Funding Deliverables	Budget
Programme One: Issue-based partnering solutions		
Partnering solutions for Transport : <ul style="list-style-type: none"> • Transport is a key enabler of inclusive economic growth, and requires coordinate efforts across departments, spheres and agencies to deliver on integrated transport solutions as well as maximise the economic and fiscal opportunities resultant from improved transport services. The Land Transport Advisory Board (LTAB) has identified partnering on action/implementation as a key constraint to progress in this area and has requested the EDP to investigate partnering solutions on key project areas. 	Immediate engagements with CCT and WCG to <i>identify a specific transport project</i> (under the LTAB's workgroup structures) requiring partnering solutions in order to get from MOU, plan or policy to action. Proposed outputs for first quarter of work: As needed, either a Partnering Readiness Assessment (PRA) or a Partnering Impact Assessment (PIA) for the selected focus project <i>Deliverables:</i> <ul style="list-style-type: none"> • PIA or PRA report • Out of the PRA or PIA, identify focus areas for developing tailored partnering solutions that intervene to address the binding constraints to partnering on implementation 	R750 000
	Proposed focus for outlying	

	<p>quarters Starting with partnering constraints identified, facilitate iterative adaptations to ways of working. <i>Outputs may include:</i></p> <ul style="list-style-type: none"> • New/adapted institutional/partnering models (formal or informal) • Capacity building with whole teams, or individual partners • Replication of the partnering solutions process on additional transport projects as identified by the Land Transport Advisory Board (LTAB) 	
Programme Two: Spatial targeting partnering solutions		
<p>Partnering solutions for Philippi:</p> <ul style="list-style-type: none"> • Advisory support to ensure that current public and private investment into the Philippi East area is coordinated for maximum socio-economic impact. 	<p>Immediate engagements to understand the context and partnering needs with political champions, local businesses, PEDI, Philippi Village and various City departments.</p> <p>Proposed focus for first quarter of work (will be refined based on above engagements): Partnering Readiness Assessments focusing on three areas of work:</p> <ul style="list-style-type: none"> • Constructing the problem: creating the political narrative for championing spatial targeting in Philippi • Institutional arrangements: mapping all current and planned investments into the area, and identifying the roles and functions required to act in a more timeous and coordinated 	R750 000

	<p>fashion in order to maximize the return/impact of these investments</p> <ul style="list-style-type: none"> • Project launch capacity: support to PEDI and other local initiatives on existing economic development projects <p><i>Deliverables:</i></p> <ul style="list-style-type: none"> • Reports on each of the above focus areas, including baseline information and tailored partnering solutions for each • Identification of current institutional or other partnering constraints to each of the above focus areas <p>Proposed focus for outlying quarters Starting with the partnering constraints identified, facilitate iterative adaptations to ways of working. This may include, e.g.:</p> <ul style="list-style-type: none"> • Creating a common vision/common burning platform • New/adapted institutional/partnering models (formal or informal) • Capacity building with whole teams, or individual partners 	
Total		R1 500 000

ANNEXURE A

Western Cape Economic Development Partnership 2013/14 Deliverables

The WCEDP deliverables for the 2013/2014 financial year are as follows:

DELIVERABLE	DESCRIPTION (TARGET)	WCEDP PRIORITY FOCUS	BUDGET
1) Quality access to decision makers	<ul style="list-style-type: none"> • Facilitate action-orientated engagements between the City of Cape Town and: <ul style="list-style-type: none"> ○ Business decision-makers ○ Leaders of multi-national corporations ○ National government decision-makers ○ State-owned enterprises ○ Other relevant actors affecting business and the economy in the broader City-region • Facilitate the establishment of project-specific partnerships¹ to implement key components of the City's economic growth and development agenda. This includes but is not limited to: <ul style="list-style-type: none"> ○ Leveraging underutilized City assets to enhance business growth and entrepreneurship ○ Developing a co-ordinated approach to managing the city's international transport hubs in a manner that enhances the growth of the metropolitan economy ○ Supporting the development of infrastructure that will enhance the resilience of the economy of the city-region, including the proposed gas fired power station <p>Note this may also include engagements with key decision makers that are necessary to move forward with the conceptual projects outlined in Deliverable 2 (see below).</p>	Economic Development Sector Leadership and Co-ordination	<ul style="list-style-type: none"> • R800 000

¹ A partnership is a formal or informal relationship between individuals or groups that is characterized by cooperation, respect, responsibility and sharing of resources with the aim of achieving a specific goal. Achievement of the goal should be mutually beneficial to the parties in the partnership.

DELIVERABLE	DESCRIPTION (TARGET)	WCEDP PRIORITY FOCUS	BUDGET
	<i>(At least 8 action orientated sessions with key stakeholders focused on specific issues affecting the City Region's economy resulting in bilateral action plans with detailed recommendations.)</i>		
2) Support to strategic initiatives	<p>Developing proposals for strategic projects that the CCT may consider pursuing in future. These proposals should develop the concept and outline specific steps that will need to be taken in order to move the project forward. These future strategic projects may include:</p> <ul style="list-style-type: none"> • A niche securities/stock exchange • A business airport • A medical cluster development • An Ivy League satellite campus <p>These are 2013/2014 projects and may be shifted into deliverable 1 in future years for implementation.</p> <p><i>(Co-development of proposals relating the above potential strategic projects. These concept notes should include recommendations for taking the projects forward.)</i></p>	<i>Mount demonstrations and co-ordination of projects that innovate and encourage new ways of working</i>	R600,000
3) Economic performance information and intelligence	<ul style="list-style-type: none"> • Access to other available sources of economic intelligence generated by the private sector (as opposed to the intelligence generated by WCG, StatsSa and other public sector bodies). • Co-creation with CoCT of a lead indicator (indices) based on the Regional Performance Index Dashboard measuring competitiveness, resilience and inclusion in the City Region. <p><i>(Draft City Region Economic Performance Index Dashboard, relevant industry level datasets, at least 6 engagements around the development of the lead indicators, participation in Economic Data Coalition Activities)</i></p>	<i>Data, Intelligence and Knowledge</i>	• R200,000
4) Delivering on the Western Cape	The CCT is currently developing a business-focussed destination	<i>Economic</i>	• R500,000

DELIVERABLE	DESCRIPTION (TARGET)	WCEDP PRIORITY FOCUS	BUDGET
Investment Framework	<p>brand for Cape Town.. Using the value proposition of the business brand and building on the generic investment framework already developed by the WCEDP, the development of programme is required that focusses on the attraction of global and domestic corporates.</p> <p>(A document that identifies of companies and clusters that should be targeted based on Cape Town's strengths in terms of sectors and clusters.</p> <p>An analysis of the needs and expectations of these companies and clusters.</p> <p>A programme of action for taking for implementating the attraction strategy detailing what should be done; by whom; in partnership with whom; by when.)</p>	Development Sector Leadership and Co-ordination	
	TOTAL		R2,100,000

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Annexure B: WCEDP Progress Report 2014/2015

The below table contains a high level summary of progress-to-date and the immediate next steps for the EDP's programmes, as contracted with the City of Cape Town in March 2015.

Description (<i>Target</i>)	Grant Funding Deliverables*	Budget	Highlights of progress: March to August 2015 (5 months)
Programme One: Partnership Formation			
<p>Aerotropolis</p> <ul style="list-style-type: none"> Initiation and facilitation of a partnership process with the key stakeholders (GTP, PEDI, ACSA, CCT, WCG, etc) to develop an Aerotropolis concept centered on the airport. 	<p>Regular engagements between key stakeholders (<i>minimum</i> 4 stakeholder meetings), producing diagnosis & opportunity map and definition of roles (allocation of tasks).</p>	<p>R200 000</p>	<p>Highlights to date:</p> <ul style="list-style-type: none"> The EDP have participated in all aerotropolis steercom meetings to date, as well as held one-one engagements with various experts, stakeholders and would-be partners The EDP presented the Steercom with an overview of potential partnering methods, and submitted a more detailed partner identification and potential partnering structure to the CCT in 2015. <p>Next steps: In September 2015, it was agreed between the EDP and the City's Trade and Investment unit the following way forward would be pursued:</p> <ul style="list-style-type: none"> CCT Trade and Investment team to undergo and internal consensus building and partnering readiness process

Description (<i>Target</i>)	Grant Funding Deliverables*	Budget	Highlights of progress: March to August 2015 (5 months)
			<ul style="list-style-type: none"> • Cross-departmental (within CCT) consensus building and partnering readiness process • Based on the outcomes of the above processes, the EDP will support in advancing to partnership formations in alignment with the above internal processes through the following mechanisms: • A presentation on the “aerotropolis” concept, from an economic development, spatial planning and partnering perspective • A high-level assessment of partners and mandates (to be refined over time, based on the “quick wins” and “catalytic projects” identified collectively via the existing steering committee) • Facilitated consensus building and assessment of partnering readiness together with leaders in each of the identified departments to facilitate internal dialogue on the concept, its value for the economic and spatial strategies of the City, and the implications for the ongoing involvement of the CCT in a

Description (<i>Target</i>)	Grant Funding Deliverables*	Budget	Highlights of progress: March to August 2015 (5 months)
<p>Urbanisation Action Partnership</p> <ul style="list-style-type: none"> Initiation and facilitation of partnership process with key stakeholders operating in the urbanization space 	<p>Regular engagements between key stakeholders (<i>minimum 4 stakeholder meetings</i>), producing diagnosis & opportunity map and definition of roles (allocation of tasks).</p>	<p>R100 000</p>	<p>structured partnership that coordinates efforts towards the short and long-term aerotropolis process.</p> <p>The EDP is still awaiting feedback on internal progress within the City. To our knowledge no working group to engage with has yet been established</p> <p>The EDP has been working with various public, private and civil society stakeholders towards identifying a common agenda for this process, highlights include:</p> <ul style="list-style-type: none"> The EDP has had exploratory conversations with ACC, DAG, NASHO, CORC, ISANDLA, Peace Systems, Communicare, & other non-governmental and private (Rawsons, WC SAPOA) groups to gauge their interest in a platform to engage directly with the CCT on urbanisation (interest is strong). The EDP is currently facilitating partnering capacity within the non-profit sector to improve the tone of engagement on the issue, supporting a shift from "standing against" to "working towards".

Description (Target)	Grant Funding Deliverables*	Budget	Highlights of progress: March to August 2015 (5 months)
			<ul style="list-style-type: none"> • The EDP hosted a workshop with Kelvin Campbell (MassiveSmall, UK) that included CCT officials, WCG officials, and representatives of academia, civil society and the private sector. • The EDP continue to participate in the National Department of Planning, Monitoring & Evaluations urbanization innovation process, together with the CCT (SPUD) and DAG, focusing on land value capture options for Cape Town. • The EDP participated in various City processes relating to rapid urbanisation, such as ERMs “Energy2040 Vision” workshop which tackles urbanization from an energy efficiency lens and SPUDs Economic Review of the SDF • The EDP provided input in to Econ Dev.’s framework for spatial partnerships • The EDP have engaged with the World Bank’s team for the urbanization review, in partnership with National Treasury • The EDP have engaged with TCT on their possible appetite for a partnering approach to seeking and testing innovative Transit Oriented Development solutions.

Description (<i>Target</i>)	Grant Funding Deliverables*	Budget	Highlights of progress: March to August 2015 (5 months)
			<p>Next steps: Based on the above engagements, the EDP has proposed two partnering activities for the coming year – one focused on Transit Oriented Development, and the other focused on improving relationships and collaboration in the urban land and housing sector more broadly, with the aim of forming sustainable, innovative and scalable housing partnerships.</p>
Programme Two: Partnership Support			
<p>Advisory support to the Greater Tygerberg Partnership</p> <ul style="list-style-type: none"> The GTP plays an important role in ensuring that the Cape Town’s “second CBD” develops and attracts the necessary investment and growth. <p>Ad hoc “translation” support: provide a safe holding space for engagement between CCT and potential partners, on request.</p>	<p><i>Minimum</i> of 4 hours per month, <i>maximum</i> of 12 hours of senior partnership support: teaching partnership methodologies and offering strategic advice.</p>	<p>R100 000</p>	<p>Highlights to date:</p> <ul style="list-style-type: none"> Work-shopped the GTP business plan with the GTP team Work-shopped a board restructuring process with the GTP team Helped to identify partners and facilitated introductions where possible (examples that have resulted in a clear partnership include DAG, Open Streets and RIN) Participated in numerous GTP events providing input on partnering opportunities as well as technical expertise (on themes such as housing, densification, public space management and creative industries) Co-convened and facilitated the Inclusive

Description (Target)	Grant Funding Deliverables*	Budget	Highlights of progress: March to August 2015 (5 months)
			<p>Urbanisation workshop at the GTP</p> <ul style="list-style-type: none"> • Offer on-going advisory support to GTP staff • The EDP also co-designed and facilitated a McKinsey dinner and dialogue on the South African and regional economy to local business leaders, held on November 12th • The EDP have provided ad hoc advisory support to the Hout Bay Partnership on their institutional structures and partnering strategy • The EDP has also developed a new offering in 2015, namely a Partnering Readiness Assessment. This has been used by various City stakeholders, including the City's own Coastal Development Strategy team, SiliconCape, CPUT's Technical Transfer Office, the Saldanha IDZ Company, and the Western Cape Informal Traders Coalition, amongst others. <p>Next steps:</p> <ul style="list-style-type: none"> • Continue to offer advisory support survives training and Partnering Readiness Assessments (demand for which is growing across sectors in the local economy).
Programme Three: Communication of the Cape Town functional region's business brand			

Description (<i>Target</i>)	Grant Funding Deliverables*	Budget	Highlights of progress: March to August 2015 (5 months)
<p>Articulation and promotion of the Cape Town economic and business brand through various platforms including:</p> <ul style="list-style-type: none"> • Regional Communicators' Forum (RCF) • Business Leadership Platform (BLP) • Functional region co-ordination groups 	<p><i>Minimum of 4 RCF and 3 BLP engagements, production and implementation of brand matrix across these and other regional coordination forums.</i></p>	<p>R400 000</p>	<p>Highlights to date:</p> <ul style="list-style-type: none"> • Four Regional Communicators' Forums (RCF) gatherings were held in 2015 • Presentation to CCT and other territorial branding and marketing stakeholders on "Activating our city-region brand: How do we up our game?" • Two Business Leadership Platform (BLP) gatherings, which focused primarily on energy security, followed by the convening of an Energy Security Leadership Group, including CCT, WCG, private sector leaders and Eskom • Multiple engagements with all sectors in preparation for each of the above gatherings, as well as follow up back-of-office work on the RCF communications platform, and follow-ups with energy game changer work-streams • Continued maintenance of shared tools such as the narrative matrix and shared calendar • Multiple engagements with the Black Managers Forum (BMF) to understand their strategies and how the BLP can assist in advancing the transformation agenda • Participation in the NBI and Goldman Sachs dinner which brought together business

Description (<i>Target</i>)	Grant Funding Deliverables*	Budget	Highlights of progress: March to August 2015 (5 months)
			<p>leaders on a range of issues, with an emphasis on energy security</p> <ul style="list-style-type: none"> • Engagement with the Western Cape Informal Traders Association and with Guy Harris (separate engagements) on strategies to support micro, small and medium business growth acceleration in Cape Town <p>Next steps:</p> <ul style="list-style-type: none"> • The next RCF is scheduled for the 23rd February, with an update on city indices, the Saldanha IDZ and UWC's communication strategy on the agenda • A tentative date for the next BLP has been set for March 7th 2016.
Programme Four: Economic Intelligence			
Support to CCT Economic Intelligence initiatives: <ul style="list-style-type: none"> • EPIC Sector Chapter (x4) • Top 5 Growth Sectors • Metro-Competitor analysis (assessment of investment attraction strategies, mandates 	4 x chapters in CCT EPIC reports Support during interview component of research phase of the CCT Top 5 Growth Sectors 1x Metro-competitor analysis	R700 000	<p>Highlights to date:</p> <ul style="list-style-type: none"> • Three EPIC chapters (renewable energy, the film industry and the BPO sector) have been delivered • The EDP has engaged "Project Camissa" at a scoping phase • A draft metro-competitor analysis has been

Description (<i>Target</i>)	Grant Funding Deliverables*	Budget	Highlights of progress: March to August 2015 (5 months)
<p>and budgets of key competitor cities.)</p> <p>Continued promotion of these initiatives and development of other approaches through platforms such as:</p> <ul style="list-style-type: none"> • Open Data Forum (ODF) • Economic Intelligence Consortium (EIC) 	<p><i>Minimum</i> 4 ODF sessions (Open Data use cases & Open Data Business Case)</p> <p>Ad hoc EIC input in to above or other on-request processes (<i>minimum</i> of 3)</p>		<p>presented twice and is in its final round of comments at the time of writing this update</p> <p>Next steps:</p> <ul style="list-style-type: none"> • Continue to provide support for EPIC • Finalise metro-competitor analysis report and workshop the implications of its content with the CCT • Continue to provide support for these processes based on on-going discussions with the Trade and Investment team <p>Highlights to date:</p> <ul style="list-style-type: none"> • The EDP has convened four ODF gatherings (all of which have included presentations by the CCT) and multiple one-on-one engagements across sectors have taken place. The EDP has also supported various 'Hackathons' to explore the use of open data. • The EDP have engaged with Open Data Durban for a cross-metro lessons sharing process • The EDP has participated in four ERLN Technical Working Group on Data workshops in support of national work being done to improve the data system.

Description <i>(Target)</i>	Grant Funding Deliverables*	Budget	Highlights of progress: March to August 2015 (5 months)
			<ul style="list-style-type: none"> • The EDP continues to work with the WCG, SPVs and others on improving the data and intelligence system. • The EDP has hosted various economic intelligence meetings, the most recent being a visit from Joe Parilla from the Brookings Institute who presented an assessment of city competitiveness applied to Cape Town. <p>Next steps:</p> <ul style="list-style-type: none"> • Continue to support these working groups. Where relatively strong networks already exist (such as the civil society cluster), this is more of a "cheering role". • To assist to position open data in the context of smart cities, and positioning Cape Town as a digital hub, through existing initiatives such as the Regional Innovation Network, SiliconCape, Accelerate Cape Town's DigiCape programme and the work of the Cape IT Initiative (CITi) • Continue to support a clustered approach to developing a pipeline of digital skills under the banner of the DigiTalent programme

Description (<i>Target</i>)	Grant Funding Deliverables*	Budget	Highlights of progress: March to August 2015 (5 months)
City Indices Strategy	Assistance in the development of a City Indices Strategy aimed at raising CCT international profile		<ul style="list-style-type: none"> • To continue to provide connections between the City's open data work and parallel data projects in the region – such as the ERLN Technical Working Group on Data and Provincial government's data governance projects. <p>Highlights to date:</p> <ul style="list-style-type: none"> • Engagement with SACN on their city indices programme and highlighted a risk of duplication • Engaged RCF members on the usefulness of indices for regional communications purposes and discovery of data that can be used • Engaged RIN, DEDAT, CCT & the HSRC on an innovation index process and proposed a process to DEDAT and RIN • Scoping potential indices to pursue, based on: <ul style="list-style-type: none"> ○ Identification of indices ranking cities that Cape Town competes with (in collaboration with Wesgro) ○ Identification of indices ranking cities on themes similar to those contained in the RCF narrative matrix

Description (<i>Target</i>)	Grant Funding Deliverables*	Budget	Highlights of progress: March to August 2015 (5 months)
			<ul style="list-style-type: none"> ○ Identification of indices ranking cities (vs. countries) ○ Understanding of data availability ● A draft indices strategy has been presented and is in a round of comments at the time of writing this update <p>Next steps:</p> <ul style="list-style-type: none"> ● Finalise indices strategy and support its adoption and implementation by CCT and various relative agencies (via the existing platform of the RCF)
Total		R1 500 000	

*Meetings are a means to an end, thus the number of engagements may vary in order to achieve the intended partnership milestone. The timing of the finalization of deliverables and receipt of funding is out of sync with financial years; as such these deliverables will be met within 12 months of receipt of funding. Partnership building processes require time between each full engagement for partner organisations to go back and complete the tasks allocated.

- b) monitoring of expenditure across the organisation be performed by the City Manager
- c) Transversal and Project Management be realigned to the Office of the City Manager with the Strategic Policy Unit: Strategic Policy, Planning, Performance Monitoring and Evaluation (SPU)
- d) the Deputy City Manager position be abolished
- e) the SPU consider and implement recommendations from IBM and the Intergovernmental Relations Housing Steering Committee to strengthen the City's Transversal Management System
- f) the Ethics function be established in the organisation under the directorate of Compliance and Auxiliary Services
- g) the System of Delegations provide for ethical management and implementation
- h) the Director: Sub-Councils and Councillor Support be re-designated as the Director: Ethics, Councillor and Sub-Council Support
- i) the updated macro-functional structure attached as Annexure A to the report on the agenda be adopted
- j) the City Manager deals with the implementation in terms of the Policy for Organisational Restructuring.

~~ACTION : T MAYIMELE-HASHATSE, A EBRAHIM~~

C 50/12/13

REQUEST FOR THE DISBURSEMENT OF FUNDING TO THE WESTERN CAPE ECONOMIC DEVELOPMENT PARTNERSHIP (EDP)

RESOLVED that:

- a) the activities of the Western Cape Economic Development Partnership be supported for a three-year period (2013/14, 2014/15, 2015/16)
- b) the deliverables, as set out in Annexure A to the report on the agenda, be approved for the 2013/14 financial year
- c) the Executive Director: Economic, Environmental and Spatial Planning, in consultation with the Legal Services Department, be authorised to sign the memorandum of agreement covering the

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three-year period (2013/14, 2014/15, 2015/16)

- d) funds to the amount of R2 100 000 (14% VAT where applicable) be viremented from Cost Centre 19060007 Economic Information and Research, GL 457 100, to Cost Centre 19060007 Economic Information and Research, GL 455 100
- e) a disbursement of R2 100 000 (14% VAT where applicable) be made to the EDP and debited to Cost Centre 19060007 Economic Information and Research, GL 455100, for the 2013/14 financial year
- f) further disbursement of the 2014/15 and 2015/16 financial year be subject to budget approval and after consideration of the relevant annual report by Council and approval of detailed deliverables for the 2014/15 and 2015/16 financial year respectively.

ACTION : T HADINGHAM, K KAVENEY, J HUGO

C 51/12/13 PROPOSED ACCESS CONTROL MEASURES : TAFELBERG ROAD AND SIGNAL HILL ROAD

RESOLVED that the proposal to introduce access control measures between the hours 22h00 and 05h00 daily on Tafelberg Road and Signal Hill Road, as described in the report on the agenda and at the positions indicated on the plan attached to the report on the agenda, be supported, provided that:

- a) it is accepted that the purpose of these control measures is to only monitor the movement of vehicles in the interest of safety and security and that the free and unrestricted movement of the law abiding citizens of the City be permitted at all times;
- b) appropriate measures be taken to increase the visible presence of law enforcement/security personnel at the popular parking areas and view sites, as well as the introduction of more frequent patrols along these two roads.

ACTION : C ATKINS, H DU PLESSIS, M WHITEHEAD

C 52/12/13 KOEBERG NUCLEAR POWER STATION - UPDATE REPORT

RESOLVED that the contents of the Koeberg Nuclear Power Station (KNPS) - Update Report, be noted.

ACTION : A DE BRUIN, C STONE, J HUGO, R BOSMAN, M WHITEHEAD

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ANNEXURE D: COPY OF 2022 YEAR
MEMORANDUM OF AGREEMENT



CITY OF CAPE TOWN - SUID-KAAPSTAD - 10550 CAPE TOWN

MEMORANDUM OF AGREEMENT

Made and entered into between

THE CITY OF CAPE TOWN
(Hereinafter referred to as "the CITY")

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And

WESTERN CAPE ECONOMIC DEVELOPMENT PARTERSHIP
(Hereinafter referred to as "the WCEDP")

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APPENDICES

- A - Deliverables and Council resolution
- B - WCEDP Business Plan
- C - Companies Resolution from the WCEDP dated 18 September 2012 authorising **Mr Andrew Michael Boraine**, RSA Identity number: 5902185113 in his capacity as **Chief Executive Officer: Western Cape Economic Development Partnership** to sign this agreement on behalf of WCEDP.
- D - Reporting Template
- E - Declaration

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1. PARTIES

The parties to this Agreement are:-

- 1.1 The **WCEDP**, herein duly represented by **Mr Andrew Michael Boraine**, RSA Identity Number 590218 5113 083 in his capacity as **Chief Executive Officer: Western Cape Economic Development Partnership**; and
- 1.2 **The CITY**, herein represented by **Mr J Hugo**, in his capacity as **Executive Director: Economic, Environment and Spatial Planning**.

2. DEFINITIONS

- 2.1 The headings to the clauses of this Agreement are for the reference purposes only and shall in no way govern or affect the interpretation of this Agreement nor modify neither amplify the terms of this Agreement or any clause hereof.
- 2.2 Unless the context dictates otherwise, the words, phrases and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:
- 2.2.1 "**Business Day**" means every day except a Saturday, Sunday or an official public holiday in the Republic of South Africa.
- 2.2.2 "**Notice**" means a written notice;
- 2.2.3 "**Parties**" means the Parties to this Agreement identified in clause 1;
- 2.2.4 "**Project**" means the project as described in **Annexure "A"**;
- 2.2.5 "**Signature Date**" means the date of the last party signing this Agreement;
- 2.2.6 "**the Act**" means the *Local Government: Municipal Finance Management Act of 2003, (Act No. 56 of 2003)*;

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- 2.2.7 “**the CITY**” means the City of Cape Town, a metropolitan municipality, established in terms of the *Local Government: Municipal Structures Act, 117 of 1998* read with the *Province of the Western Cape : Provincial Gazette 5588* dated 22 September 2000 as amended;
- 2.2.8 “**the CITY’s Financial year**” means the financial year of the CITY commencing on 1 July in any given year and ending on 30 June of the following year;
- 2.2.9 “**the WCEDP**” means the Western Cape Economic Partnership a non-profit company with registration number **2012/015958/08** registered in terms of the laws of the Republic of South Africa;
- 2.2.10 “**this Agreement**” means this Agreement together with the Annexures hereto;
- 2.3 Any reference in this Agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature hereof and as amended or re-enacted from time to time.
- 2.4 Words importing the singular shall include the plural, and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and *vice versa*, and words importing natural persons shall include legal persons, and *vice versa*.
- 2.5 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.
- 2.6 When any number of days is prescribed in this Agreement, same shall be a reference to business days and reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding business day.
- 2.7 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same

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meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in this interpretation clause.

3. PREAMBLE

- 3.1 The WCEDP is a Non-profit Company (NPC) that seeks to empower role-players with the opportunity to work together to improve the local and regional economy. Its focus is on enhancing competitiveness, increase sustainability growth and ensuring that growth is inclusive.
- 3.2 The WCEDP is designed to lead, coordinate and drive economic growth development and inclusion agenda for Cape Town and the Western Cape. The Parties have agreed to work together in the following areas:
- (a) Quality access to decision makers;
 - (b) Support to strategic initiatives;
 - (c) Economic performance information an intelligence; and
 - (d) Delivering on the Western Cape Investment Framework.
- 3.3 The WCEDP submitted a business plan, to the CITY for funding to fulfil its objectives. The business plan is attached hereto as **Annexure "A"**
- 3.4 The CITY is committed to collaborating with the WCEDP in achieving its objectives as set out in the business plan attached hereto as **Annexure "A"**.
- 3.5 The CITY Council resolved on 4 December 2013 under item number **C50/12/13**, a copy of the resolution which is attached hereto as **Annexure "B"** that;
- (a) The CITY will support the activities of the WCEDP for a three(3) year period (2013/2014, 2014/2015 and 2015/2016);
 - (b) the CITY will disburse **R2 100 000.00 (two million, one hundred thousand rand only)** (14% VAT where applicable) for the objectives and deliverables as mentioned in the Business Plan attached hereto as **Annexure "A"** for the CITY's 2013/2014 financial year; and
 - (c) the funding of the 2014/2015 and 2015/2016 financial year be subject to budget approval and after consideration of the relevant annual report by Council and approval of detailed deliverables for the 2014/2015 and 2015/2016 CITY's financial year.

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4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

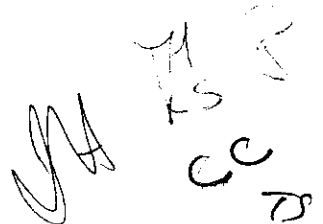
- 4.1 The purpose of the funding from the CITY is for the WCEDP to utilise the Funds in order to carry out the Project as set out in the agreed deliverables (**Annexure "A"**).
- 4.2 Before transferring funds of the CITY to an organisation or body outside any sphere of government (the WCEDP), the CITY is obliged in terms of Section 67(1) (b) and (c) of the Act to satisfy itself that the organisation or body, ("the WCEDP") 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.
- 4.3 The Parties hereby commit to fulfilling the applicable objects of the Act with regard to the payment stipulated in clause 6 of this Agreement.
- 4.4 In terms of section 67(3) of the Act, the accounting officer must, through contractual and other appropriate mechanisms, enforce compliance with the legislative requirements. The CITY and the WCEDP have thus agreed to the following terms and conditions, as recorded herein in compliance with section 67(3) of the Act.

5. WHOLE AGREEMENT

- 5.1 This Agreement embodies the entire Agreement between the Parties.
- 5.2 No amendment, consensual cancellation or variation of any provisions of this Agreement or any settlement of a dispute relating to this Agreement, shall be of any force or effect unless reduced to writing and signed by both Parties.

6. FUNDING ALLOCATION

- 6.1 **For the 2013/2014 City's Financial Year:**

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- 6.1.1 The CITY shall allocate to the WCEDP an amount of **R2 100 000.00 (Two Million One Hundred Thousand Rand only)**, (VAT at 14% where applicable),
- 6.1.2 The allocation is hereby acknowledged by the WCEDP as a once off disbursement of **R2 100 000.00 (Two Million, One Hundred Thousand Rand)**, (VAT at 14% where applicable) for the CITY's applicable financial year. (2013/2014)
- 6.1.3 The Funds shall be utilised for the purposes stipulated in the attached agreed deliverables, (**Annexure "A"**).

6.2 For 2014/2015 and 2015/2016 City's Financial Year:

- 6.2.1 The Funding Allocations for the 2014/2015 and 2015/2016 Financial Years are subject to Full Council's confirmation of budget availability, and approval of detailed deliverables based on progress reports and relevant annual reports which will be tabled at Full Council.
- 6.2.1 In the event of Full Council not approving any of the conditions mentioned in 6.2.1 above, then clause 6.2 will never become of any force and effect and neither Party will have any claim against the other in terms hereof or arising from the failure of this clause, save for any claims arising from a breach.

7. DURATION

- 7.1 This Agreement commences on 1 July 2013 ("Commencement Date") and continues for three(3) years until 30 June 2016.
- 7.2 The Parties agree that the deliverables for the 2013/2014 financial year is to be completed by 30 June 2014.
- 7.3 The Parties agree that the continuation of this Agreement for the years 2014/2015 and 2015/2016 is subject to a review on 1 July 2014 and Full Council approving the conditions as recorded in clause 6.2.

8. CAPACITY

- 8.1 The WCEDP warrants to the CITY that:-

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- 8.1.1 It has full capacity, power and authority to enter into this Agreement and to perform all of the obligations recorded in this Agreement;
- 8.1.2 the execution and performance by it of this Agreement will not cause a breach of any other Agreement to which it is a party; and
- 8.1.3 it will enter into such other Agreements with such other parties as may be necessary to fulfil its obligations to the CITY in terms of this Agreement, which other agreements shall in no way be in conflict or cause a conflict with the provisions of this Agreement.
- 8.2 This Agreement shall bind the WCEDP as presently constituted and all its successors in title and assigns, if any.

9. OBLIGATIONS OF THE WCEDP

The WCEDP confirms that:

9.1 In respect of financial reporting:

- 9.1.1 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 "A"**.
- 9.1.2 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 6.1.3 above.
- 9.1.3 It will submit on or before the 7th of every month, monthly reports reflecting expenditure to the **Director: Economic Development** of the CITY.
- 9.1.4 In respect of previous similar transactions with government, has complied with all the requirements of the Act.
- 9.1.5 It will deposit the transferred funds into an interest bearing account until it can be utilised.

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- 9.1.6 Interest accrued from the account shall only be utilised for the purposes set out in **Annexure A**.
- 9.1.7 The Funds will be utilised in accordance with stated targets and outputs and contemplated in **Annexure "A"**.
- 9.1.8 Expenditure vouchers, including cashed cheques, indicating the project number shall be retained for audit purposes.
- 9.1.9 It shall furnish the CITY with recent financial statements, prepared by a registered Accountant thirty (30) days after the Signature Date hereof.
- 9.1.10 Shall be responsible for the appointment of a registered Accountant to prepare their financial statements in respect of the financial year during which this Agreement is in force.
- 9.1.11 Audited financial statements indicating total allocation, total expenditure and total interest generated shall be submitted to the CITY within **two months (60 Days)** of completion of the project, or at the end of WCEDP's financial year, whichever comes first.
- 9.1.12 The audited financial statements must be submitted by the WCEDP and must consist of the following:
- 9.1.12.1 An Audit report (where applicable);
- 9.1.12.2 Financial statements consisting of/including the following;
- 9.1.12.2.1 Income Statement;
- 9.1.12.2.2 Balance Sheet;
- 9.1.12.2.3 Notes to the financial statement; and
- 9.1.12.2.4 Any other documentation required by legislation.
- 9.1.13 Surplus funds, including where interest is accrued from the transfer payment, shall be paid back to the CITY after the completion of the project.
- 9.1.14 It will declare and include in its progress and financial reports/statements, any other funds and/or goods obtained/secured from other sources that will be used for the rendering of the same service or administrative purposes as stated in this Agreement.

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- 9.1.15 It will keep a separate ledger account which must record 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.
- 9.1.16 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 Program as outlined in this Agreement including separate ledger account referred to in 9.1.15 above and may take copies or extracts thereof.
- 9.1.17 It 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.
- 9.1.17 It will:
- 9.1.17.1 Pay all authorised expenses in terms of the approved Project;
- 9.1.17.2 ensure the proper records of expenditure are maintained to support all financial transactions made in the execution of this Agreement;
- 9.1.17.3 ensure that no individual in its employ has exclusive access to funds transferred by the CITY; and
- 9.1.17.4 ensure that where a petty cash system is operated, it is adequately controlled and transactions are properly recorded.
- 9.1.18 The CITY shall be entitled to cancel this Agreement, and/or claim back the transferred Funds together with interest, and/or suspend the payment of funds and/or enforce any and all remedies available to it in terms of this Agreement and/or the law, should WCEDP fail to comply with its obligations in terms of this clause 9.1.

9.2 In respect of progress reporting on the Services rendered

- 9.2.1 The WCEDP must furnish the CITY with monthly progress reports in respect of the non- financial data ("the NFD") which must be submitted to the CITY on or before the 7th working day of every month. (The details and the nature and type of information required are hereto attached as **Annexure D**.)

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9.2.2 A comprehensive report shall be submitted by the WCEDP, its authorised officials or their designated nominee to the CITY, on a quarterly basis, within **2 (two) weeks** of the completion of the quarter, pertaining to the transfer payment referring to the following:

9.2.2.1 the extent to which the WCEDP achieved the objectives for which this transfer payment has been granted; and

9.2.2.2 the performance information regarding the economical, effective and utilisation of the transfer payment.

9.2.3 Where applicable WCEDP must keep written records of the services rendered on behalf of the CITY in the form of registers that contain the names and identity numbers of the beneficiaries, the nature of the services rendered, the date the services were rendered and the quantum of the services rendered.

9.2.4 The CITY shall be entitled to cancel this Agreement, and/or claim back the transferred Funds together with interest, and/or suspend the payment of funds and/or enforce any and all remedies available to it in terms of this Agreement and/or the law, should WCEDP fail to comply with its obligations in terms of this clause 9.2.

9.3 Compliance:

9.3.1 The WCEDP must for the duration of this Agreement adhere to all legislation, by-laws, policies, regulations and all legislation applicable to this Agreement.

9.3.2 The CITY shall be entitled to cancel this Agreement, and/or claim back the transferred Funds together with interest, and/or suspend the payment of funds and/or enforce any and all remedies available to it in terms of this Agreement and/or the law, should WCEDP fail to comply with its obligations in terms of this clause 9.3.

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10. OBLIGATIONS AND RIGHTS OF THE CITY

10.1 The City undertakes to transfer to the WCEDP the Funds as reflected in clauses 6.1 hereof, subject to the satisfactory fulfilment of the terms and conditions (where applicable) as set out in this Agreement.

10.2 The transfer shall be effected by means of an electronic funds transfer (EFT) from the CITY's bank account to the bank account of the WCEDP using the following banking details:

Name of Account holder: WCEDP
Bank: First National Bank
Branch: City Centre, Cape Town
Branch Code: 261 150
Account number: 6235 073 1272

10.2 The CITY shall monitor and evaluate the WCEDP's performance and the utilisation of the Funds in respect of the approved Project (under this Agreement) in accordance with clause 13 hereof.

10.3 The CITY retains the right to request additional Expenditure reports.

10.4 The CITY may, in its discretion, periodically scrutinise the books and records of the WCEDP in relation to the activities funded by this grant and the progress of the activities in order to establish whether the funds are administered in an accountable and responsible manner.

10.5 If it is found that the WCEDP is guilty of unlawful conduct or negligence, or has utilised part or all of the Funds otherwise than for the purposes as set-out in the attached agreed deliverables, (**Annexure "A"**), the WCEDP shall forfeit its right to benefit from the Funds. If such situation arises, the CITY shall request the WCEDP to return the Funds, including any interest accrued (where applicable), to the CITY, and the WCEDP shall comply with such request within twenty(20) days after being requested to do so, failing which non-compliance will amount to a breach of contract. The amount refunded is to be paid into the CITY's bank account the details which are:

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Name of Account Holder: City of Cape Town
Name of Banker: ABSA Bank Ltd
Branch: Public Sector- Western Cape
Branch Code: 632005
Reference Number:

11. FINANCES AND ACCOUNTING RECORDS

- 11.1 Appropriate accounting records in compliance with generally accepted accounting practices shall be maintained by WCEDP to record the utilisation of this transfer payment.
- 11.2 At the CITY's written request, WCEDP shall allow the CITY or its representative or the Auditor-General to inspect and copy any document, record, book of account or bank statement relating to the utilisation of this Transfer Payment.
- 11.3 The WCEDP shall cooperate fully with any financial audit procedure of the CITY or its representative or the Auditor-General and shall furnish any document, record, book of account or bank statement on written request.

12. INTELLECTUAL PROPERTY

- 12.1 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.
- 12.2 The WCEDP 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 the CITY's prior written consent.
- 12.3 The WCEDP (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.

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- 12.4 Insofar as the WCEDP is considered in law to be the original owner of the copyright in any document, drawing, material or record developed or acquired by the WCEDP 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.

13. MONITORING AND EVALUATION

- 13.1 The monthly reports and other prescribed reporting, as outlined in clause 9.1 and 9.2 of this Agreement, constitutes the basis for the monitoring and evaluation of the fulfilment of the terms and conditions of this Agreement.
- 13.2 The reporting mentioned in clause 13.1 must be submitted to the **Director: Economic Development** in the CITY

14. CONFIDENTIALITY

- 14.1 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 of the Parties 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.
- 14.2 The confidentiality undertaking in clause 14.1 hereof shall not apply in respect of confidential information within the public domain or a party's knowledge at the commencement of this Agreement or the disclosure is required to satisfy the order of a court or to comply with the provisions of any law or regulation in force from time to time.
- 14.3 The WCEDP is required to acknowledge the CITY as the provider of funding but 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

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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 the WCEDP.

15. LIMITATION OF LIABILITY

- 15.1 The CITY shall not be liable to the WCEDP 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.
- 15.2 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 the funding amount as detailed in clauses 3.5 and 6.1 hereof and transferred to the WCEDP in terms of clause 10.1 hereof.

16. NATURE OF RELATIONSHIP

- 16.1 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.
- 16.2 The WCEDP has 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.

17. IMPLEMENTATION AND GOOD FAITH

- 17.1 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.
- 17.2 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.

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18. FORCE MAJEURE

18.1 Should any Party (hereinafter referred to as the "Invoking Party") be prevented from fulfilling any of 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:

- 18.1.1 the Invoking Party shall forthwith give written notice thereof to the other Party;
- 18.1.2 specifying the cause and anticipated duration of the *force majeure*; and
- 18.1.3 promptly upon termination of the *force majeure*, give written notice stating that such *force majeure* has terminated.

18.2 Performance of any such obligations shall be suspended from the date on which notice is given in terms of sub-clause 18.1.1 until the date on which notice is given in terms of 18.1.3

18.3 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 18.2 provided that:

- 18.3.1 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 18.1.1 and 18.1.3;
- 18.4. if the *force majeure* continues for more than 10 (ten) 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.

19. BREACH, CANCELLATION AND TERMINATION

19.1 Should any Party ("the defaulting Party") commit a breach of any provision of this Agreement, including but not limited to the postponement or cancellation of the Project, and fail to remedy such breach, or if the breach is not capable of remedy,

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failing to implement remedial action acceptable to the other Party ("the aggrieved Party"), within thirty (30) calendar days of receiving a written notice from the aggrieved party requiring the defaulting party to do so, the aggrieved Party shall be entitled, in addition to its other remedies in law or in terms of this Agreement, to cancel this Agreement forthwith and without prejudice to its rights to claim damages; provided that if the defaulting Party commits two or more breaches of any material provision of this Agreement in any six(6) month period of this Agreement, the aggrieved Party shall be entitled without prejudice to any of its other rights or remedies in law or under this Agreement to terminate this Agreement forthwith by notice in writing to the defaulting Party.

19.2 Notwithstanding anything to the contrary contained herein, the CITY shall be entitled to cancel this Agreement immediately if the other Party:-

19.2.1 fails to make and implement the necessary plans to ensure that all funds obtained through this grant are expended for the intended purposes as detailed in the attached agreed deliverables (**Annexure "A"**);

19.2.2 take steps to place itself, or is placed in liquidation, whether voluntary or compulsory or under judicial management, in either case whether provisionally or finally;

19.2.3 takes steps to deregister itself or it is deregistered for some other reason;

19.2.4 commits an act which would be an act of insolvency as defined by the *Insolvency Act, 24 of 1936* as amended from time to time;

19.2.5 fails to satisfy a judgement in excess of the amount of unutilised sponsorship funds entered against itself within twenty one (21) days after it becomes aware of the judgement, except if it provides evidence on an on-going basis to the reasonable satisfaction of the CITY that steps have been initiated within the twenty-one(21) days to appeal, review or rescind a judgement and to procure suspension of execution of the judgement and that such steps are being expeditiously pursued, the period of twenty one (21) days shall run from the date on which the judgement becomes final, or the date on which the attempt to procure the suspension of the execution fails.

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19.3 Should this Agreement be cancelled the Funds transferred to the WCEDP shall be immediately repaid to the CITY with interest *a tempora morae*. Such repayment to be directly deposited into the CITY's bank account (refer to clause 10.4 for details).

19.4 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.

20. INDEMNITY

20.1 The WCEDP indemnifies the CITY against any third party claims which may arise as a result of WCEDP's non-compliance with any provision of this Agreement or any negligent act or omission by it or its employees or representatives.

20.2 The WCEDP and/or its officers, employees, agents, concessionaries, suppliers, contractors or customers shall not have any claim of any nature against the CITY for loss damage, injury or death which any of them may directly or indirectly suffer arising from this agreement.

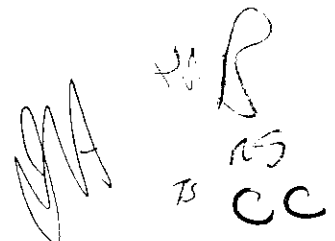
21. CESSION AND ASSIGNMENT

21.1 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.

21.2 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.

22. WAIVER

22.1 The failure of either Party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy consequent upon a breach hereof shall not constitute a waiver by such Party to require strict and punctual compliance with each and every provision of this Agreement or estop such Party to exercise its rights in terms of this Agreement.

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23. APPLICABLE LAW

- 23.1 Regardless of the place of execution, performance or domicile of the Parties, this Agreement and all modifications and amendments hereof shall be governed by and construed under and in accordance with the laws of South Africa.

24. JURISDICTION

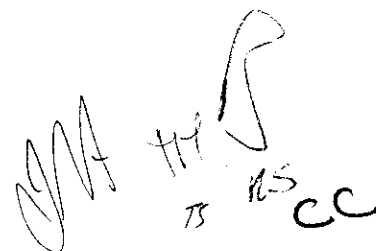
- 24.1 The parties consent to the jurisdiction of the Western Cape High Court, Cape Town, in respect of all matters arising out of and disputes in connection with or in relation to this Agreement.

25. DISPUTE RESOLUTION

- 25.1 Any dispute which arises between the Parties shall be referred to a joint committee of a member of the executive of the WCEDP and City Manager (Accounting Officer) or a Senior Manager of the CITY, or alternates appointed by them, who will use their best endeavours to resolve the dispute within fourteen (14) calendar days of the dispute having been referred to them.
- 25.2 Should the joint committee be unable to resolve a dispute in accordance with the above clause 25.1, such dispute will be submitted to and decided by arbitration in terms of clause 25.3.
- 25.3 Any dispute arising from or in connection with this Agreement shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") or its successor in title by an arbitrator who is agreed to between the Parties, or failing agreement within seven (7) calendar days of the dispute arising, an arbitrator or arbitrators appointed by the President of AFSA or his/her successor in title.
- 25.4 Nothing in this clause shall prevent any Party from obtaining interim relief in a court pending the outcome of the arbitration.

26. DOMICILIUM CITANDI ET EXECUTANDI

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

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- 26.1 **The CITY:-** The Director: Economic Dēvelopment
Mr Thembinkosi Siganda
13th Floor, Telkom Tower
Standard Bank Building
Cape Town
8001
Telephone: (021) 417 4041
Email: Thembinkosi.siganda@capetown.gov.za
- 26.2 **The WCEDP** The Chief Executive Officer
Mr Andrew Michael Boraine
22 Riebeeck Street
10th Floor, Triangle House
Cape Town, South Africa, 8000
Telephone (021) 832 0200
Email: andrew@wcedp.co.za
- 26.3 Either Party hereto shall be entitled from time to time by written notice to the other, to vary its *domicilium* to any other address within the Republic of South Africa.
- 26.4 Any notice in terms of this Agreement may be hand delivered to the physical addresses of the Parties, in which event proof of acknowledgement shall be endorsed upon a copy of the notice together with the name of the recipient and date of receipt, or may be sent by registered post, in which event proof of postage issued by the relevant postal authority will serve as proof, or may be transmitted by telefax, in which event the facsimile transmission report will serve as proof of transmission, or may be sent by e-mail, in which event a hardcopy of the electronic record of transmission will serve as proof of transmission.
- 26.5 Any notice shall be deemed to have been received, until the contrary is proved:-
- 26.5.1 If hand delivered during business hours on a business day, on the day of delivery;
- 26.5.2 If sent by telefax, on the date of sending of such telefax;
- 26.5.3 If posted by registered post from an address within the Republic of South Africa, on the fourth day after the date of posting;
- 26.5.4 if sent by e-mail, on the date of sending such e-mail.

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26.6 Clause 26.4 shall not operate so as to invalidate the giving or receipt of any written notice, which is actually received by the addressee other than by a method referred to in clause 26.4.

26.7 Any notice in terms of or in connection with this Agreement shall be valid and effective only if in writing and if received or deemed to have been received by the addressee.

27. COSTS

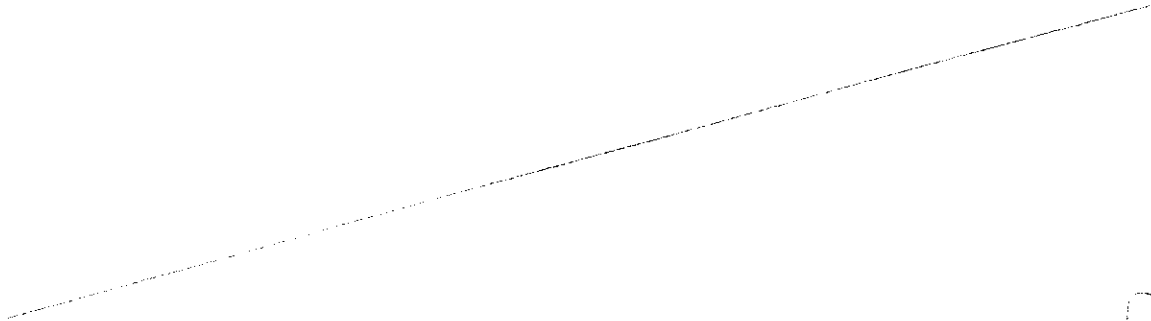
27.1 Each Party shall bear its own costs attendant on the negotiation and/or conclusion of this Agreement.

28. SIGNATURE

28.1 This Agreement is signed by the parties and witnesses on the date and at the places recorded herein and are initialled by the signatories on each page.

28.2 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.

28.3 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered shall be an original, but all of which when taken together shall constitute a single instrument.



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SIGNED ON BEHALF OF THE PARTIES AS SET OUT BELOW, EACH SIGNATORY HERETO WARRANTING THAT HE OR SHE HAS DUE AUTHORITY TO DO SO.

SIGNED at Cape Town on this the 30 day of Jan 2014

AS WITNESSES

1. [Signature]
Name:

2. [Signature]
Name:

[Signature]
For and on behalf of the **WCEDP**
A.M. RORAINÉ

SIGNED at Cape Town on this 5th day of February 2014

AS WITNESSES

1. [Signature]
Name:

2. [Signature]
Name:

[Signature]
For and on behalf of the **CITY**

ANNEXURE E: GRANTS AND SUBSIDIES FOR 2015/16

Annexure 11_Grants Subsidies and Contributions to External Organisations_2015/16 Budget_May 2015

Description	2011/12	2012/13	2013/14	Current Year 2014/15			2015/16 Medium Term Revenue & Expenditure Framework		
	Audited Outcome	Audited Outcome	Audited Outcome	Original Budget	Adjusted Budget	Full Year Forecast	Budget Year 2015/16	Budget Year +1 2016/17	Budget Year +2 2017/18
R thousand									
Trinity	27	-	-	-	-	-	-	-	-
Trinity Spurs Development FC	13	-	-	-	-	-	-	-	-
Tru-Image Youth Development	8	8	-	-	-	-	-	-	-
Tygerberg Association for Street People	151	12	-	-	-	-	-	-	-
Tygerberg Sub District MSAT	48	23	12	-	24	24	24	-	-
Ubukho Bakhe Educare	-	-	20	-	-	-	-	-	-
UCT Graduate School of Business(Raymond Ackerman Entrepreneurial Academy)	150	200	-	200	200	200	-	-	-
Ulkamp Action Group	30	96	-	-	-	-	-	-	-
Ukuphuma Soup Kitchen	3	-	-	-	-	-	-	-	-
Ulwazi Educare Centre	6	-	-	-	-	-	-	-	-
Ulwazi Information Centre	50	60	-	-	-	-	-	-	-
Umlingonaphakade Educare	-	3	-	-	-	-	-	-	-
Umtha Welanga	32	66	35	-	97	97	73	-	-
Umro Educare Centre	10	-	-	-	-	-	-	-	-
Umzomhle Educare	3	-	-	-	-	-	-	-	-
Unathi Community Youth Development	6	18	15	-	30	30	-	-	-
Unma	-	10	-	-	-	-	-	-	-
United Brothers	15	-	-	-	-	-	-	-	-
University of Cape Town	350	-	-	-	-	-	-	-	-
University Of The Witwatersrand	200	-	-	-	-	-	-	-	-
V Sport	-	10	-	-	-	-	-	-	-
Vallei Komitee	40	36	-	-	-	-	-	-	-
Van Riebeeckshof Wetland Conservation Association	-	15	-	-	-	-	-	-	-
Velani Food Garden	-	15	-	-	-	-	-	-	-
Vhuta Santos Football Club	10	-	-	-	-	-	-	-	-
Victoria Cricket Club	40	-	-	-	-	-	-	-	-
Victoria Mkenge	10	-	-	-	-	-	-	-	-
Village Care	20	-	-	-	17	17	16	-	-
Vink's Greenbelt Association	10	-	-	-	-	-	-	-	-
Voice Of The Cape Festival - The Voice Of The Cape	-	100	103	250	250	250	250	-	-
Vovo Ocean Race - V & A Waterfront (PTY) LTD	-	-	-	5,000	5,000	5,000	-	-	-
Vukuzenzele Matthew Goniwe	3	-	-	-	-	-	-	-	-
Vuyani Place of Safety	8	6	-	-	-	-	-	-	-
W.C. Networking Aids	-	39	-	-	-	-	-	-	-
Webber Wentzel Trust	-	4,000	-	-	-	-	-	-	-
WECCAN	83	105	50	-	134	134	105	-	-
WECCOMA Indigenous Choral Music Festival & Competition	-	-	24	-	-	-	-	-	-
Wellness Foundation	-	-	-	-	85	85	75	-	-
Walterspad Recreation Centre	-	170	-	-	-	-	-	-	-
Wesgro	10,000	-	-	-	-	-	-	-	-
WESSA	20	-	-	-	-	-	-	-	-
West Lake United Church	-	45	-	-	-	-	-	-	-
Western Cape Cricket Association - Blind Cricket World Cup	-	-	-	-	500	500	-	-	-
Western Cape Economic Development Partnership	-	-	-	2,205	2,205	2,205	1,500	-	-
Western Province Cricket Association	-	355	-	-	-	-	-	-	-
Western Sub District MSAT	48	24	64	-	24	24	24	-	-
Westlake United Church Trust	43	-	27	-	40	40	43	-	-
Where Rainbows Meet	-	90	120	-	-	-	-	-	-
Whole World Women Association	-	-	-	-	45	45	34	-	-
Women Against Poverty	10	-	-	-	-	-	-	-	-
Women Empowered Community	83	-	70	-	-	-	-	-	-
Women for Peace West	-	5	-	-	-	-	-	-	-
Women of Power	-	2	-	-	-	-	-	-	-
Women On The Move	11	15	-	-	-	-	-	-	-
Woodbridge Primary School	10	-	-	-	-	-	-	-	-
World Peace Summit of Nobel Laureates - Knight Caterers and CTICC	-	-	-	-	1,980	1,980	-	-	-
WP Rugby Union and SA Rugby Union	-	-	3,000	-	-	-	-	-	-
Xolani Day Care	-	5	19	-	-	-	-	-	-
Yabonge Children's Project	74	78	64	-	56	56	71	-	-
Yadahi Community Projects	15	-	-	-	-	-	-	-	-
Yizani Sakhe Ubunye Educare Centre	3	-	30	-	-	-	-	-	-
Yizansakhe	16	18	-	-	-	-	-	-	-
YMCA	40	-	-	-	-	-	-	-	-
Yongamani	32	26	-	-	-	-	-	-	-
Yongani	8	-	-	-	-	-	-	-	-
Young Expressions	10	-	-	-	-	-	-	-	-
Young People Goodwill Christmas	-	-	25	-	-	-	-	-	-
Young Rollers Football	-	3	-	-	-	-	-	-	-
Youth Intact	12	5	-	-	-	-	-	-	-
Youth Solutions South Africa (ECCD)	100	-	-	-	-	-	-	-	-
Ysterplaat Primary School	10	-	-	-	-	-	-	-	-
Zakhele Educare Centre	3	-	-	-	-	-	-	-	-
Zamkhanya Senior Club	5	-	-	-	-	-	-	-	-