



CITY OF CAPE TOWN | ISIXEKO SASERAPA | STAD KAAPSTAD

THIS CITY WORKS FOR YOU

MEMORANDUM OF UNDERSTANDING

Entered into by and between

City of Cape Town

(hereinafter referred to as “City/City of Cape Town”)

AND

streetfootballworld gGmbH

(hereinafter referred to as “sfw”)

1. PARTIES TO THIS MEMORANDUM OF UNDERSTANDING

The parties to this memorandum of understanding shall be:

- 1.1 **streetfootballworld** and **the City of Cape Town** (hereinafter referred to as “**Parties**”)

2. DEFINITIONS AND INTERPRETATION

In this Memorandum:

- 2.1 clause headings are for convenience only and are not to be used in the interpretation of the clause to which they relate.
- 2.2 unless the context clearly indicates a contrary intention, an expression which denotes:
 - 2.2.1 any gender includes the other genders;
 - 2.2.2 a natural person includes a juristic person and vice versa;
 - 2.2.3 a singular includes the plural and vice versa.
- 2.3 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 2.4 in this Memorandum, the following expressions shall bear the meanings assigned to them below:
 - 2.4.1 “**Memorandum**” means this recordal, annexures thereto, amendments or modifications agreed to by the parties in a manner prescribed by this Memorandum.
 - 2.4.2 “**Commencement date**” means date of signature.
 - 2.4.3 “**FIFA**” is the world governing body for association football, organised under Swiss law. FIFA is an association in accordance with articles 60 et sqq. Swiss Civil Code, with headquarters in Zurich, Switzerland.
 - 2.4.4 “**sfw**” means streetfootballworld and is the NGO, which is a strategic ally of FIFA and which is the driving force behind the creation of a global network of community based development organisations, running projects worldwide in the field of *Development through Football*. sfw is a Berlin, Germany based non-profit limited company exempt from federal income taxation under § 5 (1) KStG and §§ 61-68 AO.
 - 2.4.5 “**Football for Hope**” is the label of the strategic alliance between FIFA and sfw.

- 2.4.6 “**City of Cape Town**” means a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 1998 read with the Province of the Western Cape Provincial Gazette 5588 dated 22 September 2000.
- 2.4.7 “**VPUU**” means, Violence Prevention through Urban Upgrading, an urban upgrading programme being co-funded by the German Development Bank, KfW and the City of Cape Town in Harare and other areas within Khayelitsha .
- 2.4.8 “**Grassroot Soccer**” means the local Football for Hope implementing partner. Grassroot Soccer is a Section 21 company organised under South African law, registration number 2006/010913/08, VAT Registration Number 4650236385 and PBO number 930025783.

3 BACKGROUND

The Football for Hope Movement is the key element of the strategic alliance between FIFA and streetfootballworld, created to increase the impact of football as a tool for social development, peace and social change.

The objective of the Football for Hope Movement is to contribute to a better future through the medium of football and to support sustainable social and human development programmes focusing on football as the central tool. The movement brings together, supports, advises and strengthens these programmes in the areas of *health promotion, peacebuilding, children’s rights & education, anti discrimination & social integration and the environment*. The movement is aimed at young people and football is used as an instrument to promote participation and dialogue.

The official campaign of the 2010 FIFA World Cup™ in South Africa carries the name “Football for Hope – 20 Centres for 2010”. The concept of the campaign is to build 20 Football for Hope Centres in the period 2008 – 2012 (5 in South Africa and 15 in other African countries) that should benefit 20 disadvantaged African communities, providing Football for Hope implementing partner organisations with infrastructure in order to expand their successful work in the area of *Development through Football*.

It is the intention that the Football for Hope Centre’s will include a small-sized artificial turf football pitch (20m x 40m) and a community building to accommodate the associated social programmes.

Khayelitsha Development Forum, (KDF), the representative community structure within Khayelitsha has formally requested the development of a Football for Hope Centre within the area of Khayelitsha. The request of the KDF is supported by the City Of Cape Town, the Provincial Government of the Western Cape, FIFA, the 2010 FIFA World Cup™ Organising Committee and streetfootballworld.

Khayelitsha is the largest “township” in the Western Cape Province and the second largest in South Africa and has been identified as one of eight Presidential Urban Renewal Nodes where public investment and service delivery is prioritised through a partnership between the different levels of Government and the Community.

Ten possible sites were identified and assessed, for the development of a Football for Hope Centre, with the involvement of representatives of the City of Cape Town, the Provincial Government of the Western Cape, the Khayelitsha Development Forum, streetfootballworld and Architecture for Humanity.

4 PURPOSE, SCOPE AND RESPONSIBILITIES

4.1 The purpose of this Memorandum of Understanding (MOU) is to facilitate the development of a Football for Hope Centre for the benefit of the community of Harare, Khayelitsha, by sfw subject to the following stipulations:

4.1.1 FIFA has contracted with sfw, giving sfw the mandate to build and develop 20 Football for Hope Centres in Africa, including one in Khayelitsha. sfw will have full and complete direct pursuance of objectives for all processes, meaning construction, management and future use and development of the Centre and may at its own discretion utilize auxiliary persons or organizations for the pursuance of objectives..

4.1.2 The City of Cape Town has via the VPUU programme, at its own cost, prepared a Conceptual Plan in consultation with the community for the development of the broader Harare precinct which shall inform the location of where the Football for Hope Centre will be developed. The Harare Precinct 3 has been proposed and endorsed by FIFA and sfw as the location of the Football for Hope Centre.

4.1.3 The City of Cape Town will instruct VPUU to provide specific details and survey information describing the exact location and parameters of the land to be designated for the future use of the Centre within seven days after signing of this agreement. The City of Cape Town will instruct VPUU to inform sfw (or its designated representative) of its development plans for the Harare Precinct 3 upgrade district and will notify sfw (or its designated representative) of any alterations, modifications or improvements that may affect the activities of the Centre within 10 days of such plans having been contemplated and prior to implementation. VPUU and sfw will cooperate in good faith to coordinate the respective design planning and construction for the overall development of the site to the mutual benefit of both parties.

4.1.4 The site for the development of the Football for Hope Centre

shall remain in the ownership of the City of Cape Town and shall be appropriately zoned without legal impediments which may delay the timeous development of the facilities.

4.1.5 The City of Cape Town has via the VPUU programme, also at its own cost prepared detailed plans and specifications to create a quality public space within the Harare Precinct 3. It is envisaged that the Football for Hope Centre facilities will be integrated into this precinct and will be accommodated within the overall design of Harare Precinct 3 which shall be to the approval of the City of Cape Town.

4.1.6 sfw shall at their own cost contract the resources via Architecture for Humanity to prepare detailed plans and specifications for the construction of the Football for Hope Centre facility. These plans and specifications shall include the submission of a site development plan for the site of the Football for Hope facilities, illustrating:

- The position of the community building
- The accommodation schedule of the community building
- Position and specifications of fencing which is restricted to the perimeter of the community building only
- Vehicular access and parking arrangements
- The position of the artificial turf field and it's edging according to the attached building description and the accompanying document (Khayelitsha FFH Centre Location VPUU 20080911.pdf).
- Signage/Advertising and Branding
- Lighting
- Landscaping
- Services reticulation and connections which shall be provided to the edge of the site by the City Of Cape Town subject to normal policies and procedures

The Site Development Plan shall be submitted for the approval of the Spatial Planning and Urban Design, and the Sport and Recreation Directorate's of the City of Cape Town prior to the submission of Building Plans. The building plan for the construction of the community building shall be submitted for approval to the Planning and Building Development Management Directorate including specifications which shall be consistent with the requirements of the Sport and Recreation Directorate of City Of Cape Town and subject to compliance with all applicable legislation. The submission of the building plan to the Planning and Building Development Management Directorate by the Architect appointed by sfw via Architecture for Humanity shall be authorised by the Director of Sport and Recreation of the City Of Cape Town.

4.1.7 sfw shall at their own cost prepare and submit a Business Plan for endorsement by the City Of Cape Town, prior to the commencement of construction which shall be inclusive of a management and operations proposal covering commitments with respect to

- the phasing of development
- proposed activities
- proposed services to the community
- proposed tenants
- proposed alliances with existing initiatives / service providers / NGO's
- maintenance and management arrangements
- proposals with respect to local community involvement.

This business plan shall also include reference to all funding commitments with respect to the design and construction of the facility. In addition the Business Plan must provide for a firm financial commitment for all costs of maintaining and operating the Football for Hope Centre for a period of two years from the date that construction is completed. Extracts from the Business Plan will be included into the management agreement in order to secure the performance of the City Of Cape Town, Grassroot Soccer and their partner for the benefit of the community.

4.1.8 The identification of a local service provider to partner Grassroot Soccer in the management of the facility shall be to the approval of the Director of Sport and Recreation and sfw (in order to allow for its full and complete direct pursuance of objectives according to 4.1.1.).

4.1.9 sfw shall provide the requisite funding for the construction of the Football for Hope Centre as well as programme support for a period of up to 5 years. This construction will be undertaken in such a way that it maximises the involvement of the local community.

The synthetic turf field shall be installed by Greenfields, a service provider affiliated to FIFA and streetfootballworld.

4.1.10 The City of Cape Town shall via the VPUU programme cover the cost of the installation of the sub-base for the artificial turf field in terms of specifications which shall be submitted by Greenfields via Architecture for Humanity to the City Of Cape Town for their approval (see attachment "20081117 Greenfields Requirements FFH pitch VPUU Khayelitsha.doc").

4.1.11 sfw shall contract Architecture for Humanity for the design process and the construction of the building and Greenfields for the construction of the football pitch. Architecture for Humanity and Greenfields shall contract all necessary subcontractors, suppliers and service providers.

- 4.2 The City of Cape Town shall facilitate the implementation of the proposed project and shall use its best endeavours to ensure that the appropriate technical review and support is provided by the relevant Line Departments of the City Of Cape Town.
- 4.3 The City of Cape Town shall endeavour to ensure that the appropriate approvals are expedited in order to facilitate the development.
- 4.4 The City of Cape Town shall endeavour to ensure that the consultation with respect to the project is undertaken and that the appropriate structures and representatives within the Provincial and Municipal Government as well as the community are included in the process.
- 4.5 The following terminology shall be used in relation to the Football for Hope Centre in Khayelitsha:
 - 4.5.1 “Football for Hope Centre”
 - 4.5.2 Built by FIFA and streetfootballworld in cooperation with the City of Cape Town, the Province of the Western Cape, the 2010 FIFA World Cup™ Organising Committee, Architecture for Humanity, Greenfields, VPUU and the Khayelitsha Development Forum, as part of the FIFA World Cup™ Official Campaign “20 Centres for 2010”
 - 4.5.3 The City of Cape Town is a proud supporter of the Football for Hope Centre in Khayelitsha
- 4.6 Once the provisions of clauses 4.1.6 and 4.1.7 of this MOU have been complied with, a “Use of Land” agreement and a “Management” agreement shall be concluded between the parties.
- 4.7 For the purposes of this Memorandum of Understanding the coordinator for the City shall be the Director of Operations of the 2010 project team.

5 DOMICILIUM CITANDI ET EXECUTANDI

In the event of any proceedings or notices arising in consequence of this Memorandum, the parties hereby appoint the undermentioned addresses as their respective *domicilium citandi et executandi*:

- 5.1 sfw chooses as its *domicilium citandi et executandi* for all purposes arising from this MOU for the service of notices and legal process:

Street Address : streetfootballworld gGmbH
Waldenserstr. 2-4
10551 Berlin, Germany
Contact person Jan Luebbering, general manager africa
Telephone No. : +49-30-78006240
Telefax No. : +49-30-78006245

All correspondence will be directed to the general manager africa.

- 5.2 City of Cape Town chooses as its *domicilium citandi et executandi* for all purposes arising from this MOU for the service of notices and legal process:

Physical Address :Civic Centre, 18th Floor, Tower Block,
12 Hertzog Boulevard,
Cape Town,
8000
Contact person Lesley de Reuck, 2010 Director of Operations
Telephone No. :+27 (21) 400-2010
Telefax No. :+27 (21) 400-5697

All correspondence will be directed to the 2010 Director of Operations.

- 5.3 The parties shall have the right to change their street address or physical address to any other physical or street address within the Republic of South Africa or Germany respectively, upon at least twenty-one (21) days prior written notice to the other party.

6 VARIATION AND AMENDMENTS

No variation or amendments to this Memorandum will be of any force unless reduced to writing and signed by the parties.

Signed aton this ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, day of 2008
(on behalf of) The City

WITNESSES:

- 1.
City Of Cape Town
Represented by
In his/her capacity as
Being duly authorised thereto
- 2.

Signed aton this ,, ,, ,, ,, ,, ,, ,, ,, ,, day of 2008
(on behalf of (streetfootballworld))

WITNESSES

- 1.
streetfootballworld
Represented by
In his/her capacity as
Being duly authorised thereto
- 2.