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SouthAfrica
www.power-child-campus.com

11th January 2008

MEMORANDUM OF UNDERSTANDING

Entered into by and between

**Power-Child e.V.
(Amandla Omntwana)**
(hereinafter referred to as "Power Child")

AND

City of Cape Town
(hereinafter referred to as "City/City of Cape Town")

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1. PARTIES TO THIS MEMORANDUM OF UNDERSTANDING

The parties to this memorandum of understanding shall be:

- 1.1 **Power-Child e.V.** 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 “**Power-Child e.V.**” means the German NGO: “Power-Child”.
 - 2.4.4 “**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.

3 BACKGROUND

The German NGO, Power-Child has approached the City of Cape Town offering to invest donor funding into the construction and operation of facilities for the benefit of the community. A number of meetings have been held with representatives of the City of Cape Town, Power-Child and 180 degrees

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consulting firm acting as facilitators of Power-Child. The goals of the Power-Child initiative through the establishment of a Power-Child Campus are:

- Prevention of sexual assault and harassment of children and youth
- Identification and minimization of potential danger for the youth and children
- Prevention of violence as a result of alcohol and drug misuse and unemployment
- Assistance through organisational, material and psychological help within the direct influence of family and friends
- Strengthening of the family feeling
- To capitalise on the international focus which the 2010 World Cup will bring to Cape Town, for the benefit of impoverished communities.

The proposed Power Child campus / facilities may include the following:

- A building or complex of buildings which includes offices, small and medium meeting / activity rooms and associated facilities such as kitchen's, toilets, storerooms, etc for the purposes of running the social programmes identified above.
- These programmes may be directly run by Power-Child or space could be let to service providers for the purposes of providing the services.
- The building or complex of buildings may also include temporary accommodation for children up to 18 years at risk.
- Sports facilities such as artificial 5 a side soccer fields, hard surface multi purpose court, etc.

The Strategy and Planning Directorate of the City of Cape Town is promoting the development of Quality Public Spaces for Community Viewing associated with 2010 Soccer World Cup project. The intention is that this will facilitate the coordinated development of a number of public spaces and associated community facilities that can serve initially as 2010 Soccer World Cup community viewing spaces but will also meet the long term needs of local communities whilst also promoting the broader spatial transformation and urban renewal objectives of the City.

These locations currently exist within the City and are places where communities and residents are already congregating and may have particular attributes, including:

- Proximity to public transport facilities or function.
- Existing public / community facilities
- Centrally located within residential neighbourhoods and accessible on foot to residents / convenient access
- The potential for local economic development at a community scale.

The Strategy and Planning Directorate of the City of Cape Town is promoting the further development of these important locations for the benefit of communities. The ultimate goal is to facilitate the development of a mix of community facilities, services, and economic development opportunities orientated around quality public spaces and to enable the community, NGO's and business to manage and operate these precincts in a sustainable way.

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The 2010 Soccer World Cup is used to leverage the fast tracking of the development of these community precincts which can be promoted as local community viewing areas.

A number of possible sites were identified and visited and Power-Child has informed the City Of Cape Town that they would be interested in investing within the area of Mfuleni.

The site identified in Mfuleni has been prioritised by the City Of Cape Town as a quality public space for local community viewing and it is the City's intention to actively facilitate the development of complementary facilities and services as proposed by Power-Child, which can add to the sustainability of this civic precinct for the benefit of the community.

4 PURPOSE AND SCOPE

4.1 The purpose of this Memorandum of Understanding (MOU) is to facilitate the development of facilities for the benefit of the community of Mfuleni by the NGO, Power-Child.

4.2 It is the intention that this MOU will facilitate a formal agreement between the City Of Cape Town and Power-Child with respect to providing Power-Child the necessary security of tenure required for the said development, subject to the following stipulations:

4.2.1 The City of Cape Town shall at its own cost prepare a Conceptual Plan in consultation with Power-Child and the community for the development of the broader Mfuleni precinct which shall inform the location of where Power-Child will develop its facilities. The identification of the site shall be provided to Power-Child by the end of October 2007.

4.2.2 The City of Cape Town shall also at its own cost prepare detailed plans and specifications to create a quality public space within the Mfuleni precinct, the City will prepare tender documents and procure the services of a contractor for implementation. It is possible that recreational facilities for the Power-Child project could form part of this space and design process. It is further the intention that Power-Child will contribute financially towards the cost of implementing the public space while the City of Cape Town will monitor the construction works at its own cost.

4.2.3 Power-Child shall at its own cost then contract the resources to prepare detail plans and specifications for the construction of their facilities. The plan shall be submitted for the approval of the Strategy and Planning Directorate of the City of Cape Town. The specifications of the facilities shall be consistent with and subject to compliance with all applicable legislation.

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- 4.2.4 Power-Child shall also at their own cost prepare a Business Plan inclusive of a management and operations proposal which shall include commitments with respect to the phasing of development, activities, services, proposed tenants, alliances with existing initiatives/service providers/NGO's, maintenance arrangements, management arrangements, and proposals with respect to local community involvement. Extracts from the Business Plan will be included into the tenure agreement in order to secure the performance of Power-Child for the benefit of the community
- 4.2.5 Power-Child shall provide the requisite funding for the construction and operation of a Power-Child Campus as envisaged in clause 3.

5 RESPONSIBILITIES OF THE CITY OF CAPE TOWN

The Strategy and Planning Directorate of the City of Cape Town shall facilitate the implementation of the proposed project and shall ensure that the appropriate technical review and support is provided by the relevant Line Departments of the City Of Cape Town, timeously. The City Of Cape Town shall ensure that the appropriate approvals are processed in order to facilitate the development.

The City of Cape Town shall 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.

6 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*:

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

Street Address	:Prälat-Zistl-Str. 6 80331 München, Germany
Telephone No.	:+49 (89) 38 666 888
Telefax No.	:+49 (89) 38 666 890

- 6.2 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, 5th Floor, Podium, 12 Hertzog Boulevard, Cape Town, 8000*

Telephone No. : +27 (21) 400-2492

Telefax No. : +27 (21) 421-6209

6.3 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, upon at least twenty-one (21) days prior written notice to the other party.

7 VARIATION AND AMENDMENTS

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

**THUS DONE AND SIGNED BY POWER-CHILD e.V. AND CoCT AT
ON THISDAY
 OF.....2007**

.....
 For and on behalf of **CITY OF CAPE TOWN**
 and duly authorized thereto.

.....
 For and on behalf of **Power-Child e.V.**
 and duly authorized thereto.

