

HA 12/11

MEMORANDUM OF AGREEMENT (MoA)

BETWEEN

KAREEBERG MUNICIPALITY

Herein duly represented by Mr. De Bruyn in his capacity as the Municipal Manager, Kareeberg Municipality and duly authorised to enter into this agreement

(herein referred to as "Council")

AND

SIYAFUNDA COMMUNITY TECHNOLOGY CENTRES

REG NO: 2006/038154/08 (Association Incorporated Under Section 21)

NPO NBR: 60-961

PBO NBR: 930 026 437

Herein duly represented by Mr Ahmed Ismael (Smiley) in his capacity as the Director,

and duly authorised to enter into this agreement

(herein referred to as "SIYAFUNDA CTC")

AND


THE NATIONAL RESEARCH FOUNDATION (NRF)

Acting herein through its business unit,

THE SOUTH AFRICAN SQUARE KILOMETRE ARRAY PROJECT

Herein duly represented by Dr. Bernie Fanaroff in his capacity as the Project Director, he being duly authorised to enter in this agreement

(herein referred at the "SKA SA Project")

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1. INTRODUCTION

- 1.1 The Parties intend to co-operate with each other to realise the deliverables on Growth and Development in Kareeberg Municipality as agreed to at the Growth and Development Summit in 2003;
- 1.2 This MoA formalises a co-operative relationship between the Council, SKA SA Project and SIYAFUNDA CTC and its Partners, which will build long term links to the mutual benefit of all three organisations.
- 1.3 The purpose of this project is to promote a partnership between Council, SKA SA, and SIYAFUNDA CTC for the rollout of Community Knowledge Centres with computer training and skills development; internet and email access centres ("the Partnership");
- 1.4 Partnerships for Sustainable Development aims to assist in the efficient channelling of resources within the Private Sector companies and communities to priority projects that are identified in the Integrated Development Plan of the Municipality;
- 1.5 The Partnership falls under the Economic Development Department and the ICT Department of the Council and is for the explicit purpose of providing a platform to business to effectively lend a hand to address urgent challenges on local economic development and service delivery. The engagement will be on an active partnership to direct resources and skills linked to local economic development projects and communities in need;
- 1.6 Economic Development interventions in key economic sectors ~~and~~ for targeted groups of society will form the basis of this Agreement and will include, where necessary, projects and programmes aimed at skills development, job creation, fighting HIV/AIDS and poverty reduction;

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- 1.7 The critical role of ICT in the development of the economy is crucial. ICT closer to the communities will assist communities in the following ways:

- ✓ improving users ICT skills,
- ✓ Improving users capability to search for employment opportunities,
- ✓ Improving users capability and access to tenders,
- ✓ Improving access to self-education opportunities,
- ✓ Improving forms of personal communication e.g. email,
- ✓ Improved access to on – line government information,
- ✓ Provides access to on-line banking; business.

2. TERMS OF THIS AGREEMENT & SALIENT DELIVERABLES

2.1 ROLE OF KAREEBERG MUNICIPALITY

The Council will:

- 2.1.1 assist SIYAFUNDA CTC in obtaining the necessary secured premises for the establishment of the centres, which will be continuously covered by a comprehensive security system, provided that the access control procedures are followed;
- 2.1.2 provide running water, electricity and maintain the building including maintenance of the furniture; and
- 2.1.3 ensure that the centre is available and accessible for use by all members of the community and school learners.


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08:00 - 20:00

2.2 ROLE OF SIYAFUNDA COMMUNITY CTC & PARTNERS

SIYAFUNDA CTC shall:

- 2.2.1 meet all the requirements to enable the CTC to be fully accredited as per the SIYAFUNDA CTC business model;
- 2.2.2 do another survey to identify training needs in the area;
- 2.2.3 equip the Centre with between 15 and 20 workstations, inclusive of all the necessary computer hardware and software, which shall remain the property of SIYAFUNDA CTC;
- 2.2.4 facilitate the training programme for the trainer/administrator/facilitator to manage the CTC programmes;

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- 2.2.4 provide access for all workstations to the SKA SA Project network connection;
- 2.2.5 provide all the accredited material for the suite of programmes and software packages to which SIYAFUNDA CTC has access;
- 2.2.6 provide all hardware, software, technical, system upgrades for the CTC and develop the CTC facilitators/trainers to become self-supportive; and
- 2.2.7 ensure that at all times the SKA SA Project Network Access Policies are adhered to by all users of the CTC.

2.3 ROLE OF SKA SA PROJECT

The SKA SA Project hereby agrees to:

- 2.3.1 provide ICT Network Connectivity and Infrastructure Cabling connectivity to SIYAFUNDA CTC. All network equipment remains the property of the SKA SA Project. SKA SA Project shall provide the Network and Access Policies for SIYAFUNDA CTC to abide by;
- 2.3.2 make the ICT Network Connectivity and Infrastructure available and accessible for use by all members of the community and school learners *through the Knowledge Centre* *an* *web*
- 2.3.3 provide furniture for the centre through their CSI Programme;
- 2.3.4 arrange for all calls to be logged at the SKA SA ICT Service Desk for any issues relating to the network;
- 2.3.5 appoint and pay the centre manager to oversee the running of the centre, of which the manager shall report to the SKA SA Project but be accountable to both SIYAFUNDA CTC and the Council; and *M. Andreas*
- 2.3.6 assist in identifying 2 facilitators and pay them a stipend of R3000.00 per person per month for a maximum of 6 months. The facilitators will report to SIYAFUNDA CTC and the Council. The Parties record that the facilitators are not employed by SKA SA Project and will not represent SKA SA Project.

P. Olivier
H. Witbooi

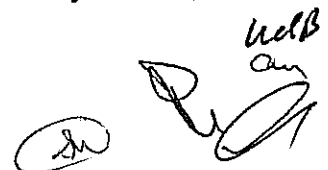
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3. **INTELLECTUAL PROPERTY**

- 3.1 The Parties intend that any intellectual property rights created in the course of the Project shall vest in the Party whose employee created them (or in the case of any intellectual property rights created jointly by employees of different Parties jointly in the Parties that created it for the part of the project that the intellectual property right relates to).
- 3.2 Where any intellectual property right vests in any of the Parties in accordance with the intention set out in clause 3.1 above, that Party shall, subject to compliance with national legislative prescripts, grant an irrevocable licence to the other Parties to use that intellectual property for the purposes of the Project.

4. **GENERAL**

- 3.1 The SKA SA Project and the Council Logo will be displayed on all the signage of SIYAFUNDA CTC.
- 3.2 Modifications within the scope of this agreement shall be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed.
- 3.3 This MoA will come into effect upon signature by all Parties and shall remain valid for an indefinite period. Any of the Parties, may by written notice of not less than 3 (three) months terminate this agreement in whole, or in part.. Notwithstanding such termination and unless otherwise agreed, each of the Parties shall be liable to fulfil its obligations in terms of this MoA.
- 3.4 If any dispute arises out of or in connection with this MoA, or related thereto, whether directly or indirectly, the Parties must refer the dispute for resolution firstly by way of negotiation and in the event of that failing, by way of mediation. A dispute within the meaning of this clause exists once one Party notifies the

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other(s) in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause.

- 3.5 Within 30 (thirty) business days following such notification, the Parties shall seek an amicable resolution to such dispute by referring such dispute to designated representatives of each of the Parties for their negotiation and resolution of the dispute.
- 3.6 In the event of the dispute not being resolved by negotiation and/or mediation, such dispute shall be referred by the aggrieved Party to and finally resolved by way of Arbitration in accordance with the Rules of the Arbitration Foundation of Southern African. The reference to negotiation and mediation is a precondition to the Parties having the dispute resolved by arbitration.
- 3.7 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their responsibilities under this MoA.
- 3.8 Each Party shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and none of the Parties intend that the other Parties shall be liable for any loss it suffers as a result of this MoA.

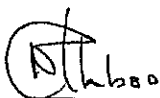
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Signed at on this day of 2013



Duly authorized signatory on behalf of Siyafunda Community Technology Centres

As witnesses:

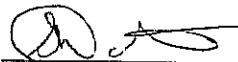
1.  _____
2. _____

Signed at Carnarvon on this 20th day of November 2013



Duly authorized signatory on behalf of Kareeberg Municipality

As witnesses:

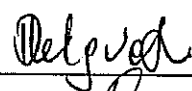
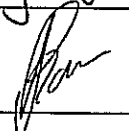
1. Aan Schalk
2.  _____

Signed at Cape Town on this 8 day of November 2013



Duly authorized signatory on behalf of the SKA SA Project

As witnesses:

1.  _____
2.  _____