

# MEMORANDUM OF UNDERSTANDING

ENTERED INTO BETWEEN



THE MOTSEPE FOUNDATION

(Registration Number IT 9100/99)

“MOTSEPE FOUNDATION”

AND



O.R. TAMBO  
DISTRICT MUNICIPALITY

O.R. TAMBO DISTRICT MUNICIPALITY

“O.R. TAMBO DISTRICT”

PREAMBLE

WHEREAS

1. The Motsepe Foundation and Mamelodi Sundowns are committed to contributing towards the improvement of the lives and living conditions of poor and marginalized South Africans, and have initiated a number of socio-economic development programmes throughout South Africa.

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2. The O.R. Tambo District has its own programmes aimed at alleviating poverty and delivering services to its residents.

3. The parties have agreed to enter into this Memorandum of Understanding, which sets out the areas in which the parties have agreed to cooperate.

**NOW THEREFORE** it is agreed by the parties as follows:

#### 4. **INTERPRETATION AND DEFINITION**

Unless inconsistent with the content, the expressions set forth below shall bear the following meanings:-

- 4.1 "the/this MOU" means this Memorandum of Understanding, together with any annexures hereto.
- 4.2 "Parties" for purpose of this Memorandum of Understanding means the O.R. Tambo District and the Motsepe Foundation.
- 4.3 "Party" means any one of them as the context may indicate.
- 4.4 "Municipality" for purpose of this Memorandum of Understanding means O.R. Tambo District.
- 4.5 "Commencement date" means the date of commencement of this Memorandum of Memorandum of Understanding in terms of Clause 6 below.

PRX. J. GBN  


PAT. D. G.B.M. 

7.1 on an annual basis, purchase toys for distribution to children within the O.R. Tambo District;

The Motsepe Foundation will:

## 7. CHRISTMAS WITH OUR PEOPLE PROGRAMME

6.2 The parties shall negotiate in good faith exclusively to extend this Memorandum of Understanding, for such further period ("the renewal Period") and on such terms and conditions as the parties may mutually agree.

6.1 Notwithstanding the date of signature hereof, this Memorandum of Understanding shall commence on the 16 OCTOBER 2015 and shall continue for an initial period of 3 (three) years, whereafter it shall terminate and be of no further force or effect unless extended in writing by the parties.

## 6. DURATION

5.2 It is the intention of the parties to identify more areas of cooperation and collaboration between them in the future, and these will added as annexures to this Memorandum of Understanding from time to time.

5.1.1 the Motsepe Foundation Christmas With Our People;  
5.1.2 the O.R. Tambo District/ Motsepe Foundation Development Forum.

5.1 This Memorandum of Understanding was developed following the discussions between the Motsepe Foundation and the O.R. Tambo District, and records the areas of cooperation agreed to between the parties, including:

## 5. INTRODUCTION

7.2 procure that it has sufficient personnel and resources to enable it to successfully implement its obligations and undertakings in terms of the Memorandum of Understanding.

The O.R. Tambo District will:

7.3 identify the children who will receive the toys, the number of which shall be determined by the Motsepe Foundation on an annual basis, it being agreed that the toys are intended to be received by poor and disadvantaged children.

7.4 assist in playing a coordinating role in arranging for the toy distribution on an annual basis.

7.5 avail its sufficient personnel and resources to enable it to successfully implement its obligations and undertakings in terms of this Memorandum of Understanding.

7.6 depending on the needs for each annual event, takes responsibility of the funding of those activities for which it is responsible in terms of this Memorandum of Understanding.

7.7 avail its leadership to participate in the toy distribution.

The parties undertake to:

7.9 provide each other with information that a Party may require to give effect to this Memorandum of Understanding, within reasonable time after such information has been requested by the other Party.

7.10 identify, develop and agree, from time to time such milestones as are deemed appropriate to monitor the implementation of this Memorandum of Understanding, and to take such remedial action as shall be necessary to ensure the success of the Christmas With Our People programme.

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Notwithstanding the provisions of this Memorandum of Understanding, if due performance of this Memorandum of Understanding by any party is affected in whole or in part by reason of any event, omission, accident or other matter beyond the reasonable control of that party ("the Affected Party"), then in such event the Affected Party shall give prompt notice to the other party. The Affected Party shall use its reasonable endeavours to avoid, or overcome the Force

**FORCE MAJEURE**

9.

8.4 The O.R. Tambo District will assist the Motsepe Foundation by providing the Development Forum with such resources as shall be agreed to between the parties from time to time to ensure that the Development Forum is able to function effectively.

8.3 The O.R. Tambo District will be entitled to nominate a maximum of 3 ("three") people who become members of the Development Forum.

- 8.2.1 Education;
- 8.2.2 Women in Business;
- 8.2.3 Youth in Business;
- 8.2.4 Religious Organizations, Worker Organizations and Traditional Councils;
- 8.2.5 Sport, Music and Arts and NGOs;

8.2 The long-term sustainable developmental and upliftment projects referred to above are focused on 5 (five) key funding areas, namely:

8.1 The Motsepe Foundation has visited every province in South Africa and has initiated long-term sustainable developmental and upliftment projects in partnership with local residents and their communities. These partnerships are embodied in the 26 District Municipality/Metro – Motsepe Foundation Development Forums that have been established throughout the country, including the O.R. Tambo District-Motsepe Foundation Development Forum ("the Development Forum").

**DEVELOPMENT FORUM**

8.

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The Motsepe Foundation: ARM House, 29 Impala Road, Chislehurst, Sandton,

and in connection with this Memorandum of Understanding as follows:

11.3 The parties respectively choose *domicilium citandi et executandi* for all purposes of

purposes only and shall not be used in the interpretation thereof.

11.2 The clause headings of this Memorandum of Understanding are for reference

hereo, their successors in title or assignees.

11.1 The provisions of this Memorandum of Understanding are binding on the parties

**11. GENERAL**

Memorandum of Understanding on written notice to the other party.

such event either party shall have the right, at its option, to cancel this

10.2 Should such dispute remain unresolved after fourteen (14) calendar days, then in

been referred to them.

efforts to resolve the dispute within fourteen (14) calendar days of the dispute having

(2) senior members appointed by the O.R. Tambo District, who will use their best

consisting of two (2) senior members appointed by the Motsepe Foundation and two

10.1 Any dispute which arises between the parties shall be referred to a committee

**10. DISPUTE RESOLUTION AND BREACH**

of 30 ("thirty") days or longer.

Understanding forthwith on written notice where the Force Majeure has endured for a period

Majeure, provided that the other party shall have the right to terminate this Memorandum of

O.R. Tambo District Municipality  
Nelson Mandela Drive  
UMTATA  
5100

11.4 Each party shall be entitled to change its *domicilium citandi et executandi* from time to time and such change shall only be effective upon receipt of notice in writing by the other parties of such change.

11.5 Any notice given and any payment made by any party to any other ("the addressee") which -

11.5.1 is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* for the time being shall be presumed, until the contrary is proved by the addressee to have been received by the addressee at the time of delivery;

11.5.2 is posted by prepaid express registered post from an address within the Republic of South Africa to the addressee at the addressee's *domicilium* for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the 10th (tenth) day after the date of posting.

11.6 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*, provided that the party sending the written notice or communication shall bear the onus of proving that same was actually received by the other party.

11.7 This Memorandum of Understanding and the annexures hereto supersede any prior oral or written Memorandum of Understandings concluded by the parties and the terms set out herein and the schedules hereto constitute the whole Memorandum of Understanding between the parties, and any understanding arising out of prior

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Part 2  
GSM  
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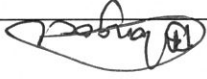
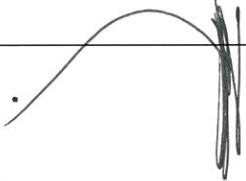
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11.9 The parties acknowledge that they have not been induced or coerced to enter into this contract by virtue of any representations, statements or warranties made by the other parties hereto or any persons acting on their behalf which are not included herein. The parties shall not be responsible for any representations which may be made from time to time by their representatives, servants or agents, save as contained herein.

11.8 No variation or amendment of this Memorandum of Understanding shall be of any force or effect unless in writing and signed by or duly signed on behalf of all the parties hereto. No consensual cancellation of this Memorandum of Understanding shall be of any force or effect unless in writing and signed by or duly signed on behalf of all the parties hereto.

Memorandum of Understanding, be of no force and effect.  
negotiations and any conflicts hitherto concluded shall, upon the signature of this

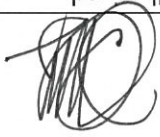


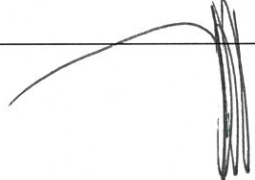
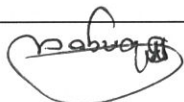
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2. 

AS WITNESSES:

SIGNED at MTHATHA

on this the 16<sup>th</sup> day of OCTOBER 2015

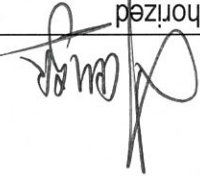
1. For: O.R. TAMBO DISTRICT  
Per:   
Duly authorized

1.   
2. 

AS WITNESSES:

SIGNED at MTHATHA

on this the 16<sup>th</sup> day of OCTOBER 2015

1. For: MOTSEPE FOUNDATION  
Per:   
Duly authorized