



MTN Foundation



Memorandum of Understanding

between

MTN SA FOUNDATION

ASSOCIATION INCORPORATED UNDER SECTION 21

Registration Number: 2007/020522/08

VAT Registration Number: 4460246244

Public Benefit Organization Number: 930026808

(Herein referred to as MTN SA Foundation)

and

MANTSOPA MUNICIPALITY

(Herein referred to as the MANTSOPA MUNICIPALITY)

(collectively, "the Parties")

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PREAMBLE TO THE MOU

- A. The Parties to this Memorandum of Understanding ("MOU") are committed to the integrated socio-economic development approach that they both advocate and support. The Parties further recognise that the different initiatives that they will support are intended to enable the selected communities realize a holistic development.
- B. Further, the Parties recognise that in view of the developmental gap that exists between rural and urban communities, there is a need to establish an enabling environment that will allow entrepreneurs and SMMEs to thrive and alleviate poverty by empowering, capacitating, up-skilling and supporting communities in those rural areas.
- C. Guided by the values of their respective mission statements, MTN SA Foundation and the Municipality hereby intend to cooperate in specific areas relating to socio-economic development.

PART I: INTRODUCTION

1. PARTIES TO THE MOU

1.1 The Parties to this MOU are:

1.1.1 the MTN SA Foundation; and

1.1.2 the MANTSOPA MUNICIPALITY.

1.2 MTN SA Foundation is a section 21 company (Registration Number 2007/020522/08) incorporated in terms of the company laws of the Republic of South Africa, whose mandate is to coordinate MTN's social investment initiatives through the portfolios of education, health, entrepreneurship and arts & culture.

1.3 The MANTSOPA MUNICIPALITY is a government institution committed to rendering services to the community of Mantsopa Municipality.

2. RATIONALE OF THE MOU

2.1 The Parties believe that to take forward the priorities as set out in the corporate social initiative of MTN SA Foundation, as well as the priorities of the Municipality, it will be necessary to establish a co-operation that enables the Parties to work collaboratively.

2.2 The Parties further believe that, through joint activities, they can share competencies to support socio-economic development initiatives in the Mantsopa Municipality.

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3. PURPOSE OF THE MOU

The purpose of the MOU is to:

Enable the parties to jointly facilitate the implementation of socio-economic development approach, which aims at bringing meaningful, measurable and sustainable change within the identified municipality. This change will hopefully lay the foundation for disadvantaged and rural communities to become self reliant, with strong emphasis on capacity building and empowerment.

The MTN SA Foundation through its Integrated Community Development model in Partnership with the Mantsopa Municipality will facilitate and support the provision of infrastructure and resources to promote, healthy lifestyles, arts and culture and opportunities for entrepreneurship.

Furthermore the parties will ensure that the project are sustainable and brings about sufficient capacity to benefit local communities.

PART II: RESPONSIBILITIES

The respective responsibilities of each party shall be as listed below.4MTN SA Foundation will:

3.1 Provide Financial Resources through;

- 3.1.1 The health portfolio, collaborate with the district and local health structures such as clinics, hospitals and NGO's to support healthy life styles programmes;
- 3.1.2 The entrepreneurship portfolio, collaborate with local economic development structures to empower, up-skill and support targeted/selected local SMMEs, NGO, CBOs and other income generating initiatives and provide them with available economic opportunities;
- 3.1.3 Establish Business Support Centres – that are aimed at providing administration, business development and other non-financial support services to targeted / identified local entrepreneurs, SMMEs, NGO, CBOs and other income generating initiatives;
- 3.1.4 Our intention is to develop and support local entrepreneurs, SMMEs, NGO, CBOs and other income generating initiatives. Once developed to be linked with available procurement opportunities from MTN and from the Municipality.
- 3.1.5 The arts and culture portfolio, collaborate with provincial and local arts and culture structures to train arts and culture practitioners, exhibit artworks, and roll out art/education library books to selected communities;
- 3.1.6 The education portfolio, collaborate with the affected school governing bodies, district, and the provincial department of education to establish media centres at schools.

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1. MANTSOPA MUNICIPALITY WILL:

- 1.1 Provide Human Resources, Material and other related resources in support of the implementation of projects;
- 1.2 Establish a Project -Coordinating Committee to comprise of Senior Management representatives from MTN SA Foundation, Local Economic Development (LED), Community Development, Arts & Culture, Welfare and health representatives from the Municipality,
- 1.3 Establish a Project Team comprising of Operation Personnel from Local Economic Development, Community Development, Arts & Culture, Welfare and health representatives from the Municipality,
- 1.4 Ensure collaboration between community development, Health, Arts & culture and LED directorate Project Team to report to Project Co-ordinating Committee
- 1.5 Facilitate monthly Project Team meetings and quarterly Project Co-ordinating Committee meetings
- 1.6 Participate in the monitoring and reporting on project activities;
- 1.7 Provide secretarial services during monthly and quarterly committee meetings
- 1.8 Oversee overall project activities
- 1.9 Liaise with local structures and police to secure infrastructure provided
- 1.10 Provide an appropriate venue where the Business Support Centre will be set up;
- 1.11 Utilise internal publications (Media) to communicate project initiatives
- 1.12 Assist in creating a pool of local Technicians / Entrepreneurs (database) to service and maintain the Business Support CentreProvide appropriate venues for Art Exhibitions, Capacity Building initiatives, Training, Mentoring, Implementing Functions and Exhibitions;
- 1.13 Undertake to continue supporting project initiatives, after the period of this agreement has expired as part of integrated local development plan
- 1.14 Assist with securing buy in from the community to look after the sponsored resources,

PART III: CO-OPERATION

1. PRINCIPLES OF CO-OPERATION

In order to achieve the purposes of this MOU, the Parties have adopted and undertake to comply with the principles of co-operation set out below.

The Parties agree that, in the performance of their roles and responsibilities they will:

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- i. Co-operate with each other in mutual trust and good faith; and
- ii. Inform each other of, and consult each other on, matters of common interest and on matters related to this MOU.

2. DATA COLLECTION, RECORD KEEPING AND DOCUMENTATION

The Parties undertake to **enter into the** appropriate agreement to:

- a) Clarify and agree on their approach to knowledge management, and to ensure that the knowledge generated during this process serves to increase the Parties' understanding of the most effective way of working with the communities in the implementation of interventions that are aimed at empowering community members for **self-reliance**; and
- b) Ensure the consistency of data collection, record keeping and project management **with regard to** initiatives that will be implemented.

3. IMPLEMENTATION OF THIS MOU

- a) The Parties shall agree through mutual consent on initiatives to be implemented as outlined in this MOU—
- b) The Parties commit to ensure the participation of their Identified representatives in the Socio-Economic Project Team and Project Co-ordinating Committee;
- c) The Parties agree to meet on a monthly and quarterly basis to monitor the effective implementation of this MOU.

4. RESOURCES CONTRIBUTION BETWEEN PARTIES

- 4.1 Each Party undertakes to **assume** responsibility for financing its own participation in this process.
- 4.2 The financial responsibilities for the implementation of the MOU will be developed on a **deal-by-deal** basis.
- 4.3 The Parties will be jointly responsible for the costs of public relations and marketing of all socio-economic development activities.

5. NATURE OF THE RELATIONSHIP BETWEEN THE PARTIES

The relationship of the parties established by this MOU is that of independent parties, and nothing contained in this MOU shall be construed to create a partnership, joint venture, or other agency relationship between the parties. Under no circumstance shall any of the employees of one party be deemed to be employees of the other party for any purpose

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PART IV: GENERAL

1. FURTHER MOUs BETWEEN THE PARTIES

1.1. Where necessary or appropriate, the Parties may conclude further **MOUs** in order to:

1.1.1. Clarify their roles, functions and responsibilities; and

1.1.2. Establish further mechanisms and procedures for co-operation.

2. AMENDMENTS TO THE MOU

Any amendment to this MOU must be in writing and must be agreed to and signed by both Parties.

3. CONFIDENTIALITY

The Parties shall keep confidential all information in their possession acquired in the process of the implementation of this MOU, and shall not disclose such information to any third party without the prior written consent of the other Party, unless if such Party is required by law to disclose such confidential information or such confidential information is already available to third parties.

4. DIFFERENCES CONCERNING THE APPLICATION OR INTERPRETATION OF THE MOU

4.1. The Parties agree that, should there be a need to resolve any differences that may arise between the Parties concerning the application or interpretation of this MOU, they will:

4.1.1. Make all reasonable efforts to settle any such difference amicably; and/or

4.1.2. Cancel this MOU.

4.2. This MOU does not in any way limit any statutory powers and functions of either Party.

5. TERM OF THE MOU AND CANCELLATION

This MOU shall commence on the date of signature hereof by the last party in time to sign same and shall endure for a period of 3 years (January 2009 – December 2011), unless terminated by either party on 30 (thirty) days notice to the other party or unless terminated earlier by agreement between the parties or in accordance with the provisions hereof.

6. DOMICILIUM CITANDI ET EXECUTANDI

The Parties choose as their domicilia citandi et executandi for all purposes under this MOU, whether in respect of any other documents or communications of whatsoever nature, the following addresses:

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6.1. MANTSOPA MUNICIPALITY

38 Joubert Street, Ladybrand, 9745

Postal: P.O Box 64, Ladybrand, 9745

Telefax: (051) 924 0020, Telephone: (051) 924 0654

Email: ramothabie@mantsopa.co.za

6.2 MTN SA FOUNDATION

Physical: 216 14th Avenue, Fairlands, Roodepoort, Gauteng.

Postal: Private Bag 9955, Cresta, 2118.

Telefax: (011) 912 4670, Telephone: (011) 912 3000

- 6.3 A party may at any time change that party's address on 10 days notice in writing to the other provided that the chosen address consists of or includes a physical address.
- 6.4 Any notice given in connection with this MOU shall be delivered by hand or be sent by prepaid registered post or be sent by telefax.
- 6.5 Notice as set out above shall be deemed to have been duly given if delivered on the first business day after the date of delivery, if sent by post 10 days after posting and if sent by telefax on the first business day after the telefax is transmitted.

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7. SIGNATURES OF THE PARTIES

Signed by the duly authorised representatives of the Parties and witnessed on the following dates and at the following places respectively:

Signed at LADYBRAND on this 4th day of November 2009.

For: MTN SA Foundation



Name: Eunice Maluleke
Designation: Head: Foundation
Duly authorised hereto

As Witnesses:




Signed at LADYBRAND on this 4th day of November 2009.

For: MANTSOPA MUNICIPALITY


Name: S.D. Ntsepe
Designation: Mayor of Mantsopa
Duly authorised hereto

As Witnesses:

