

COLLABORATION PROTOCOL

BY AND BETWEEN THE

CITY OF CAPE TOWN

AND THE

CAPE HIGHER EDUCATION

CONSORTIUM

COLLABORATION PROTOCOL

by and between the

CITY OF CAPE TOWN
(Hereinafter referred to as "the CITY")

Duly represented by Mr Michael Marsden in his capacity as Executive
Director: Service Delivery Integration and duly authorized thereto

and the

CAPE HIGHER EDUCATION CONSORTIUM
of the Cape Peninsula University of Technology, Stellenbosch University,
the University of Cape Town, and the University of the Western Cape
(Hereinafter referred to as "CHEC")

Duly represented by Ms Nasima Badsha in her capacity as
Chief Executive Officer:
CHEC and duly authorized thereto

Prepared by Ms Minah Tong-Mongalo on 27 August 2008
Department: Legal Services, Litigation Unit
Minah.Tong-Mongalo@capetown.gov.za

ARTICLE 1

Preamble

Recognising:

- 1.1 Cape Town's stature as one of what Newsweek has called the world's 'Rising Urban Stars', endowed with a magnificent natural and historical environment, an internationally strategic position, a vibrant diversity of cultures, and the potential to lead the nation and the continent in economic and social vitality
- 1.2 The major strength of the four universities in and associated with Cape Town, the substantial contribution they make, directly and indirectly, to the life and wellbeing of the city, the importance of the knowledge base and potential for innovation and human capital development which they represent, and their significance in a global knowledge economy
- 1.3 The expertise and infrastructure in the administration of the CITY, and the firm foundation it provides for carrying out ambitious programmes of social, environmental and economic development
- 1.4 The extent of the challenges facing the CITY and the nation in overcoming the legacy of a divided past and building a just and sustainable society, able to hold its own in the larger world
- 1.5 The mandates of the CITY and the universities to address the challenges facing their region, and to make effective use of opportunities for development and for building a better future for all who live there
- 1.6 The difficulty of achieving the scale necessary to give adequate attention to the challenges except through sustainable partnerships, respecting the autonomy of all the parties involved, but seeking synergies between their efforts and giving full scope to the complementary and joint roles they can play in local and regional growth and development
- 1.7 The willingness to cooperate demonstrated by the colloquium between the CITY and CHEC on 23 November 2007

The Parties are resolute in entering into this Collaboration Protocol.

ARTICLE 2

Purpose and Objectives of the Collaboration

The CITY and CHEC undertake to work together in appropriate ways towards:

- 2.1 Achieving growth and development related to social, economic and environmental goals within the CITY's area of jurisdiction, and to realising the full potential of the CITY

- 2.2 Building a more skilled and skillful citizenry, equipped to contribute effectively to the development of our democracy and the growth of the economy
- 2.3 Consolidating Cape Town's status as a 'Rising Urban Star' and the prime centre for higher education in Africa.

ARTICLE 3

Areas of Collaboration

To give effect to these undertakings, the CITY and CHEC commit themselves to:

- 3.1 Establish a structured engagement framework to build integrated and sustainable partnerships with one another in which expertise, resources, research and best practices are shared to good effect within the reality of differing priorities, capacities and constraints
- 3.2 Seek to understand each other's priorities, capacities and constraints
- 3.3 Develop mechanisms to identify programmes and projects for mutual agreement, with the intention to contribute to developing research strengths or expertise and bodies of work and knowledge in the universities and the CITY, and to provide or improve opportunities for appropriate education
- 3.4 Further the growth and development goals of the CITY in a sustainable manner
- 3.5 Cooperate in developing the capacity of the CITY's staff, seeking fruitful curricular alignments and sharing information, knowledge and competencies in respect of education and training to assist the CITY to meet its needs
- 3.6 Collaborate to encourage students to consider careers in targeted areas in the public service
- 3.7 Seek to enhance continuing professional development opportunities to assist the CITY to develop and retain professional staff members
- 3.8 Draw students into major CITY projects where practicable, to give them opportunities to apply their knowledge and interpret the context in which it is to be used
- 3.9 Develop mechanisms to build sustainable undergraduate and graduate internships
- 3.10 Consult one another on ways of advancing social, environmental and economic improvement through spatial and infrastructural planning
- 3.11 Promote innovation and knowledge transfer, recognising the business sector as the key third partner in this field, and honouring the need to seek synergies with all levels of government

- 3.12 Develop and use implementation and monitoring mechanisms to promote effective participation and cooperation in joint/collaborative programmes and projects
- 3.13 Meet annually in a colloquium led by the Executive Mayor and the Vice-Chancellors, to assess progress and explore strategic possibilities.

ARTICLE 4

Duration

This Collaboration Protocol comes into effect upon signature and will remain effective for a period of three years unless and until terminated by written mutual agreement by both parties. At the end of a three year period the parties will review the Collaboration Protocol and may extend it by mutual agreement.

ARTICLE 5

Good Faith and Dispute Resolution

The parties will seek to resolve any dispute concerning the implementation of this Collaboration Protocol through dialogue and discussions in good faith.

ARTICLE 6

Warranties

- 6.1 The parties commit to identify and undertake projects in line with the objectives of this Collaboration Protocol and the shared interest in the realisation of sustainable futures, provided that not all the universities need to participate in all projects. (See attached Annexure A)
- 6.2 The parties warrant that they have the necessary authority to commit to any projects agreed in terms of this Collaboration Protocol and to make the necessary resources available for the successful execution of such projects.

ARTICLE 7

Funding

- 7.1 There are no financial implications flowing from the signing of the Collaboration Protocol until such time as parties reach agreement on the scoping of individual projects.
- 7.2 As and when projects are identified and there is a need for funding, further agreements will be entered into outlining how these projects will be funded.

SIGNED AT CAPE TOWN ON THE 20TH DAY OF OCTOBER, 2008

WITNESSES

1. _____ for and on behalf of CITY
Mr Michael Marsden
Executive Director: Service Delivery Integration

1. _____ for and on behalf of CHEC
Ms Nasima Badsha
Chief Executive Officer: CHEC

SIGNED AT CAPE TOWN ON THE 20TH DAY OF OCTOBER, 2008

WITNESSES

1. _____
Cape Peninsula University of Technology

2. _____
Stellenbosch University

3. _____
University of Cape Town

4. _____
University of the Western Cape

5. _____
City of Cape Town

