



MEMORANDUM OF UNDERSTANDING

ENTERED INTO AND BETWEEN

NAMIBIA UNIVERSITY OF SCIENCE AND TECHNOLOGY

Duly established in terms of the Namibia University of Science and Technology Act,
Act No. 7 of 2015

Herein represented by Mr Morné du Toit, in his capacity as *Acting Vice-Chancellor*
and duly authorised thereto and whose business address is:

13 Jackson Kaujeua Street
Private Bag 13388
Windhoek
NAMIBIA

Telephone: +264 61 207 2005
Fax: +264 61 207 9005

Email: vc@nust.na
Website: www.nust.na

(Hereinafter referred to as "NUST")

AND

THE MUNICIPAL COUNCIL OF THE MUNICIPALITY OF WINDHOEK

Duly established in terms of the Local Authorities Act, Act No. 23 of 1992
Herein represented by Mr Robert Nandaa Kahimise in his capacity as *Chief Executive Officer* and Ms
Agatha Ashilelo in her capacity as *Chairperson* of the Management Committee
and whose business address is:

80 Independence Avenue
Po Box 59
Windhoek
NAMIBIA

Telephone: +264 61 290 2615
Fax: +264 61 290 2344

Website: www.windhoekcc.org.na

(Hereinafter referred to as "CoW")

(Hereinafter jointly referred to as the "Parties")

PREAMBLE

WHEREAS the **Parties** are united by common interests and objectives in academic, scientific and public affairs;

WHEREAS these **Parties** are the ones which, by reason of their objectives are called upon to establish channels of communication that will facilitate intellectual interaction; and

NOW THEREFORE because of mutual benefits to the Institutions in the advancement of research, public engagement and education through the scholarly contributions of each, it is appropriate and advantageous to the **Parties** to enter into this Memorandum of Understanding.

TO THIS END THE PARTIES HERETO AGREE AS FOLLOWS:

1. COMMENCEMENT AND DURATION

This Memorandum of Understanding shall be for a period of five (5) years from the date of signature by the **Parties** and may be renewed by agreement between the **Parties**, at least thirty (30) days prior to the expiration of the term, for another additional term of five (5) years, subject to the same terms and conditions set forth herein.

2. OBJECTIVE

The objective of this Memorandum of Understanding is to structure the relationship between **NUST** and **CoW** in anticipation of Namibia's impending urban transformation and the related challenges that **CoW** will be facing in particular as the largest local authority in the country.

3. AREAS OF COOPERATION

3.1 The **Parties** agree to collaborate on matters related to:

- Research and Development;
- SMART City and Technology;
- Economic Advancement;
- Urban, Transport, Environmental and Human Settlement Development;
- Water, Sanitation and Electricity;
- Adequate Housing;
- Disaster and Emergency Management;
- Capacity Development;
- Public Participation; and
- International Relations.

3.2 As part of this Memorandum of Understanding a Work Plan addendum will be developed by the **Parties** which shall cover, but will not be limited to, deliverables, timeframes, responsibilities and financial implications in relation to the following aspects:

3.2.1 Research and Development

Any research and development as identified by the **Parties**.



3.2.2 Smart City and Technology

Table 1: Smart City and Technology area and focus

Area	Focus
Smart and Secure Environment	SMART city strategy development, implementation and monitoring
	Process and system optimisation in selected SMART projects
	Information, communication technology, electricity, transport and infrastructure
	Online urban information systems
	Digitization and innovation projects as may be initiated and agreed between the Parties
	Expertise and select student attachments

3.2.3 Economic Advancement

Table 2: Economic Advancement area and focus

Area	Focus
Economic Development	Informal economy research, policy and design guidelines for informal market development
	Work integrated learning that facilitates the participation of NUST students within the business management and entrepreneurship domains
	Community engagement programmes for NUST to provide training and development to incubatees based at Bokamoso Entrepreneurship Centre
	Economic development research, including, but not limited to the: <ul style="list-style-type: none"> • Windhoek Business Atlas project • Economic contribution of tourism to the Windhoek economy • Windhoek Economic Strategy
	Arts and culture development and promotion
	Tourism small and medium enterprises capacity building
	Tourism and investments marketing and promotion

3.2.4 Urban, Transport, Environmental and Human Settlement Development

Table 3: Urban, Transport, Environmental and Human Settlement Development areas and focus

Area	Focus
Urban and Transport Planning and Development	CoW Spatial Development Framework
	Public transportation and integrated urban development enhancement
	Land use management <ul style="list-style-type: none"> • Urban design for liveable public spaces • Integrated urban development • Town planning guidelines • Densification strategy • Revision of Windhoek Town Planning Scheme
	Sustainable human settlement development
	Participatory layout design
	Development and upgrading strategies
Human Settlement Development	Research on human settlements
	CoW Climate Change Strategy
	Strategic environmental assessments and environmental audits
	Sand mining
	Environmental health assessment and reporting
Environment Health, and Social Development Aspects	Urban agriculture - training of community gardens volunteers in basic

	agriculture. Research and innovation support systems. Secondment of agricultural students to the CoW's urban agriculture programme
	Food security and food systems professional and technical support to the programme

3.2.5 Water, Sanitation and Electricity

Table 4: Water, Sanitation and Electricity areas and focus

Area	Focus
Water and Sanitation	Infrastructure, water and technical services (i.e. design, development and upgrading)
Electricity	Renewable energy

3.2.6 Adequate Housing

Table 5: Adequate Housing area and focus

Area	Focus
Adequate Housing	Adequate Housing Strategy and pilot projects

3.2.7 Disaster and Emergency Management

Table 6: Disaster and Emergency Management areas and focus

Area	Focus
Disaster Risk Profile	Risk assessment, hazard assessment and vulnerability and capacity assessment, disaster risk reduction
Fire, Rescue and Ambulance services	Rescue extrication training, pre-hospital emergency medical practical training
Geographic Information Systems	Short courses for staff
Pre-hospital Emergency Medical Care	Part Time Studies in the Bachelor of Pre-hospital Emergency Medical Care
Fire Engineering Science	Development of a Bachelor of Fire Engineering Qualification

3.2.8 Capacity Development

Table 7: Capacity Development areas and focus

Area	Focus
Work Integrated Learning	NUST students at CoW
Urban development	<ul style="list-style-type: none"> • Informal settlement upgrading curriculum development and pilot projects • Cultural and social aspects of urban development • Gender, youth and access to adequate housing
Spatial Development	Training and short courses for Local Authority Council office bearers and staff members (in collaboration with Association of Local Authority in Namibia [ALAN] and Namibian Association of Local Authority Officers [NALAO])
Project Management	Training and Short courses
Any other training and/or courses identified by the Parties	

3.2.9 Public Participation

Table 8: Public Participation area and focus

Area	Focus
Public participation	Annual Urban Forum to be co-hosted by the Parties and the Ministry of Urban and Rural Development
	Public engagement on any of the above research and policy development and education initiatives

3.2.10 International Relations

Table 9: International Relations areas and focus

Area	Focus
Exchange of Information	Exchange of information and collaboration on institutional-based projects under the framework of sister cities cooperation
International Relations and Cooperation	Sharing of information and collaboration on common activities within the framework of cooperation projects between NUST and universities in sister cities universities

4. FUNDING AND PROCUREMENT

4.1 The **Parties** further agree to jointly explore funding possibilities for the activities under the auspices of this Memorandum of Understanding, including, but not limited to:

- In-kind contributions (pro-bono) by **Parties**;
- Co-funding by **Parties**;
- Commissioned research and development conducted by **NUST** and funded by **CoW**; and
- Third-party funding opportunities.

4.2 All services will be procured in terms of the provisions of the Public Procurement Act, Act No. 15 of 2015.

5. STATUS OF THE PARTIES

5.1 No Party may incur any financial expenditure or obligations not stated herein. Any financial obligations that may arise as a result of any obligations in terms of this Agreement shall be agreed between the **Parties** in writing.

5.2 Staff members, in pursuance of obligations in terms of this Agreement, remain subject to the rules and regulations of their own institutions in all matters of employment, benefits, medical and life insurance, employee rights, etcetera.

6. CONTRACT MANAGEMENT

6.1 Oversight of the operational procedures to give effect to the provisions of this Agreement will be vested with the programme coordinator nominated from each Party who will each utilize the involvement of such senior management of both **Parties** as they may deem fit.

6.2 Both **Parties** will meet as required to discuss matters arising from the provisions of this Agreement and to make such recommendations to their respective bodies as required.

6.3 This Agreement may be altered at any time with the consent of both **Parties**. A review of the effectiveness of the terms of this Agreement shall be undertaken during the first year of it having come into operation, with a view to modify provisions to ensure that they meet the current needs

of both **Parties**. Subsequent reviews will take place at one-yearly intervals or earlier as required and agreed between the **Parties**.

- 6.4 Each of the **Parties** acknowledge and agree that for the purpose of fulfilling their respective obligations pursuant to this Agreement, information shall be shared between the respective Institutions. The **Parties** mutually covenant and agree that they will treat any such information in strict compliance with their respective rules as if it were the personal information of their own Institutions.

7. INTELLECTUAL PROPERTY RIGHTS AND NON-DISCLOSURE

- 7.1 Intellectual property rights shall vest in the **Parties**. All documentation, information, data obtained and / or exchanged between the **Parties** and any other information that come to the knowledge of the other Party through the implementation of this Memorandum of Understanding will be treated as confidential and may only be divulged to third parties with the written consent of the other Party.
- 7.2 Where new knowledge is produced jointly the intellectual property rights shall be shared by the **Parties** in equal shares.

8. DISPUTE RESOLUTION

- 8.1 The dispute resolution procedure contained in this Clause 8 ("Dispute Resolution Procedure") shall apply to any dispute, claim or difference between the **Parties** arising out of or relating to this Agreement ("a dispute").
- 8.2 A dispute will not be deemed to be a dispute until one of the **Parties** has provided a written notice conveying the nature and scope of the dispute to the other Party.
- 8.3 All disputes shall first be referred to a mediation committee consisting of the Contract Managers of the **Parties** ("Mediation Committee") for resolution. An agreement reached by the Mediation Committee shall be reduced to writing.
- 8.4 If the **Parties** have been unable to resolve any dispute within ten (10) working days of referral to the Mediation Committee, either Party may refer the matter to arbitration.
- 8.5 The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1965 (Act No 42 of 1965, as amended from time to time), provided that:
- 8.5.1 a single arbitrator shall be appointed; and
- 8.5.2 the arbitrator shall be a practicing counsel or attorney of not less than ten (10) years standing agreed upon by the **Parties** within ten (10) days after the date on which the arbitration is called for.
- 8.6 If the **Parties** fail to reach an agreement within ten (10) days after arbitration has been called for on the arbitrator to be appointed, such arbitrator shall be appointed by the President for the time-being of the Law Society of Namibia.
- 8.7 The arbitration proceedings shall take place in Windhoek at a venue and time to be determined by the arbitrator.
- 8.8 The arbitration proceedings shall be held informally and in a summary manner, and all procedural requirements and formalities shall be determined by the arbitrator. In determining such

formalities and procedure, the arbitrator does not need to observe the normal strict rules of evidence or usual formalities of procedure.

- 8.9 The decision of the arbitrator shall be final and binding on the **Parties**.
- 8.10 The cost of the arbitration proceedings shall be borne by the **Parties** as decided by the arbitrator.
- 8.11 Notwithstanding the provisions of this Clause 8, any Party shall be entitled to approach a competent court of law having jurisdiction to obtain any urgent relief which may be required by such Party.

9. SEVERABILITY

Each of the provisions of this Memorandum of Understanding shall be regarded as distinct and severable from the other provisions thereof, and shall be given effect to as such, notwithstanding the manner in which it has been linked grammatically to any other provisions of this Memorandum of Understanding. If any or more such provisions are found to be invalid or unlawful or unenforceable for whatever reason whatsoever, such findings shall in no way affect any other provision which shall continue to be of full force and effect.

10. NOTICES

- 10.1 All notices and any other communications whatsoever (including, without limitation, any approval, consent, demand, query or request) by either Party in terms of this Memorandum of Understanding or relating to it shall be given in writing and sent by registered post, or delivered by hand, or transmitted by facsimile or electronic mail to the recipient Party at its relevant address set out below:

10.1.1 FOR NAMIBIA UNIVERSITY OF SCIENCE AND TECHNOLOGY

13 Jackson Kaujeua Street
Private Bag 13388
Windhoek
NAMIBIA
Telephone: +264 61 207 2005
Fax: +264 61 207 9005

Email: vc@nust.na

Marked for the attention of: *Vice-Chancellor*

10.1.2 FOR CITY OF WINDHOEK

80 Independence Avenue
Po Box 59
Windhoek
NAMIBIA
Telephone: +264 61 290 2615
Fax: +264 61 290 2344

Marked for the attention of: *Chief Executive Officer*

- 10.2 Either Party may, by written notice to the other Party, change any of the addresses at which, or the designated person for whose attention those notices or other communications are to be given.



- 10.3 Any notice or other communication given by any Party to the other Party which –
- 10.3.1 is sent by registered post to the addressee at its specified address shall be presumed to have been received by the addressee on the seventh (7th) day after the date of posting; or
 - 10.3.2 is delivered by hand during the normal business hours of the addressee at its specified address shall be presumed to have been received by the addressee at the time of delivery; or
 - 10.3.3 is transmitted by facsimile copier to the addressee at the addressee's specified facsimile number shall be presumed to have been received by the addressee on the date of transmission as indicated on the sender's facsimile transmission report; or
 - 10.3.4 is transmitted by electronic mail to the addressee at the addressee's specified electronic mail address shall be presumed to have been received by the addressee on the date of transmission as reflected on the sender's electronic mail records.
- 10.4 The **Parties** choose their respective physical addresses in Clause 10.1 as their respective *domicilia citandi et executandi* at which all documents relating to any legal proceedings to which they are a party may be served. If that address is changed to another address which is not a physical address within the Republic of Namibia and / or anywhere else, then the original address shall remain the *domicilium citandi et executandi* of the relevant Party until it nominates a new physical address within the Republic of Namibia and / or anywhere else in writing, to be its new *domicilium citandi et executandi*.

11. CONFIDENTIALITY

- 11.1 During the course of this Memorandum of Understanding, one Party may provide the other Party with proprietary information which it wishes to be kept confidential.
- 11.2 Information disclosed by one Party ("the **Disclosing Party**") to the other Party ("the **Receiving Party**") and designated as confidential ("**Confidential Information**"), shall be treated as confidential by the Receiving Party and shall not be disclosed, in whole or in part, to any third Party, unless prior written approval has been obtained from the Disclosing Party.
- 11.3 The **Parties** agree that this Memorandum of Understanding is not intended to restrict the use or disclosure of any portion of such information which:
- 11.3.1 is made known to the public through no default by the Receiving Party of its obligations under this Memorandum of Understanding;
 - 11.3.2 is rightfully received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party;
 - 11.3.3 is independently developed by the Receiving Party by persons who did not have access to Confidential Information of the Disclosing Party;
 - 11.3.4 is disclosed by the Receiving Party after receipt of written permission from the Disclosing Party; or
 - 11.3.5 is required to be disclosed in response to a valid order of court or other governmental agency or if disclosure is otherwise required by law, and a Party will provide the other Party

with prompt written notice if such disclosure is required, and shall limit the disclosure to the minimum necessary to comply with the law.

- 11.4 This Clause is severable from the rest of this Agreement and shall remain valid and binding on the **Parties** for a period of three (3) years after termination of this Agreement.

12. CANCELLATION

- 12.1 A Party (hereinafter referred to as the "**Aggrieved Party**") may cancel the whole or any part of the Memorandum of Understanding in writing if another Party (hereinafter referred to as the "**Defaulting Party**") is in breach of this Memorandum of Understanding.
- 12.2 If the Defaulting Party fails to remedy a breach within seven (7) working days after having been requested by the Aggrieved Party in writing, the Aggrieved Party shall be entitled, but not obliged, to cancel this Memorandum of Understanding without prejudice, and claim any damages suffered as a result of such breach.
- 12.3 Termination of this Memorandum of Understanding will not terminate any active executed Schedule and the terms of this Memorandum of Understanding shall remain in force for the duration of such active executed Schedule, unless otherwise agreed by the **Parties** in writing.
- 12.4 Termination of any executed Schedule will not terminate this Memorandum of Understanding unless otherwise agreed by the **Parties** in writing.

13. ENTIRE AGREEMENT

- 13.1 The **Parties** record that this Memorandum of Understanding and its addenda constitute the whole agreement between the **Parties** as to the subject matter hereof and no agreements, representations or warranties between the **Parties** other than those set out herein are binding on the **Parties**.
- 13.2 Any amendment, extension, limitation, improvement or variation of this Memorandum of Understanding in whole or in part shall not be binding on the **Parties**, unless it is reduced to writing and agreed upon and signed by the **Parties**.

14. GOVERNING LAW

All programmes and activities undertaken pursuant to this Memorandum of Understanding shall be governed by the laws of the Republic of Namibia.

15. SIGNATURES

The **Parties** hereto have executed this Memorandum of Understanding in two (2) original copies by their duly authorised representatives on the day and at the place referred herein, each Party receiving one (1) original copy hereof.



FOR:

NAMIBIA UNIVERSITY OF SCIENCE AND
TECHNOLOGY

WINDHOEK 16-5-19

Place

Date



Mr Morné du Toit

Acting Vice-Chancellor

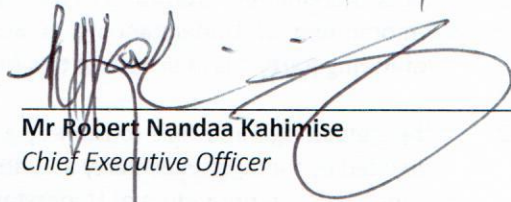
FOR:

THE MUNICIPAL COUNCIL OF THE CITY OF
WINDHOEK

WINDHOEK 16/05/2019

Place

Date



Mr Robert Nandaa Kahimise

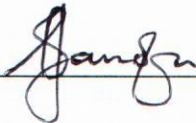
Chief Executive Officer



Ms Agatha Ashilelo

Chairperson of Management Committee

WITNESS



WITNESS

