



**AGENDA of the  
Portfolio Committee Meeting : Local Economic Development  
07 November 2023  
(Also the agenda for the Mayoral Committee: 15 November 2023)**

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**Discussion**

The municipality must promote the academy through its communication channels to attract and encourage uptake. Participation is expected to be gradual due to the cost of data, alternatively, participants can download lessons and read later. Many people make use of smartphones which can be easily accessed. Group studies will be encouraged and can be conducted in places where free wifi is available.

**Conclusion**

For the Academy to provide free training, the Startup Tribe will not be in a position to provide custom reports, analyses, etc. as funding is specifically for running costs. Should the municipality require added value services, the municipality will have to purchase through its SCM processes. It is recommended that the Council take full advantage of this as it may prove beneficial to growing the local economy and it is convenient to many and accessible to everyone.

**7. Financial Implications**

None

**8. Staff Implications**

None

**9. Comments from other Departments, Divisions and Administrations**

None

**10. Annexures**

Annexure A: The Startup Tribe MOU Template

Annexure B: No financial obligations or contribution confirmation letter

**RECOMMENDATION TO THE COUNCIL:**

1. that Council **approves** the roll-out of the Startup Tribe programme:
  - (a) **support and note** the launch;
  - (b) **promote the programme** through communication channels.
2. that Council **Delegates the Municipal Manager** to enter into an MOU with the Startup Tribe; and

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3. that the **Municipal Manager considers any financial requirements that might be needed by the Council** as envisaged in the discussion i.e. custom-made reports such as reports, surveys, etc.

**RESPONSIBLE OFFICIAL:**

**N LIWANI**

**TARGET DATE FOR IMPLEMENTATION :**

**1 FEBRUARY 2024**



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## MEMORANDUM OF UNDERSTANDING

made and entered into by and between

### (NAME OF CITY OR MUNICIPALITY)

Herein represented by **Mr/Mrs \_\_\_\_\_** in his capacity as **Municipal Manager** properly authorised

(hereinafter referred to as the Municipality)

AND

### THE STARTUP TRIBE

Operating in South Africa under Florence Eco-Tourism (Pty) Ltd, Registration number: 1997/000210/07

Herein represented herein by **Mr. Y Zucchi** properly authorised thereto in his capacity as **Chairperson**.

(hereinafter referred to as Startup)

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**PREAMBLE**

**WHEREAS** The StartUp Tribe is an online application that provides businesses and entrepreneurs with training free of charge and;

**WHEREAS** the Municipality has been requested by Startup to promote the Academy in the relevant communities by appropriate means; and

**WHEREAS** it is believed that this Academy will contribute positively towards SMME development in the community.

**WHEREAS** the Municipality's Council has approved the partnership with Startup in terms of Resolution (REFERENCE TO DECISION OR EMAIL); and

**WHEREAS** the Council took cognisance that the Startup Tribe Academy is an online application that offers free online courses to people who want to start or grow their businesses and that the Academy is available to any member of the public, free of charge;

**NOW THEREFORE IT IS AGREED AS FOLLOWS:****1. DURATION**

- 1.1 This agreement will commence on \_\_\_\_\_(DATE) and will endure for a period of three (3) years, to be reviewed annually.
- 1.2 This agreement may be renewed upon written agreement by the parties.
- 1.3 This agreement may be cancelled two (2) weeks prior to written notice from one party to the other.

**2. SCOPE OF AGREEMENT**

Startup will provide free online courses to people who want to start or grow their businesses.

**3. OBLIGATIONS OF STARTUP**

- 3.1 Startup will be responsible for the administration and operation of the Academy.
- 3.2 Startup shall be responsible for and shall bear all costs of the Academy, including but not limited to:

- 3.2.1 Employee costs
  - 3.2.2 Operational costs
  - 3.2.3 Website design and maintenance costs
  - 3.2.4 Offices/Facilities
  - 3.2.5 any other related costs
- 3.3 Startup is responsible for all aspects related to the online academy, onboarding students, supporting them on the platform, maintaining courses, creating new courses, etc.
  - 3.4 Startup confirms and accepts that the Municipality will not be responsible or liable for the quality, standard, or accreditation of the online courses offered by Startup.
  - 3.5 Startup will implement and commence with its online courses from .....
  - 3.6 Startup must liaise with the Municipality on an ongoing basis and during the term of this agreement.
- 4. GENERAL**
- 4.1 Startup shall be responsible for its students and the Municipality will not be liable to compensate Startup for free courses provided to the students.
  - 4.2 Startup will ensure that all courses to which students are enrolled at the time of termination of this agreement are concluded within a reasonable timeframe to not negatively impact any student or the Municipality.
  - 4.3 Startup confirms that it will comply with all relevant legislation pertaining to the storing, accessing, and processing of the personal information of the students.
  - 4.4 The parties acknowledge that there will be no financial implication to the Municipality by entering into this agreement.
  - 4.5 Should any other services be required in the future from Startup an item must be submitted to Council in this regard and no rights will vest before Council approval is obtained and the necessary agreement is signed by both parties.
- 5. OBLIGATIONS OF THE MUNICIPALITY**
- 5.1 The Municipality will promote the Startup Tribe Academy through its social media and other platforms.

- 5.2 The Municipality supports the launch of the Startup Tribe Academy in the Overstrand Municipal area, with no financial contribution required.

## 6. **LIABILITY AND INDEMNITY**

- 6.1 Without detracting from, and in addition to, any of the other indemnities in this Agreement, Startup shall be solely liable for and hereby indemnifies and holds harmless the Municipality against all claims, charges, damages, costs, actions, liability, demands, and/or legal proceedings and expenses in connection with:

6.1.1 personal injury or loss to any individual/employee, or;

6.1.2 damage to property;

6.1.3 arising from, out of, or in connection with this Agreement, save to the extent caused by the gross negligence or wilful misconduct of the Municipality.

- 6.2 Startup undertakes not to infringe the intellectual property of any third party. Should any action or claim be instituted against the Municipality, Startup hereby undertakes to indemnify the Municipality for the capital sum and interest as well as all costs on the scale between attorney and client.

## 7. **CONFIDENTIALITY**

Startup shall not during or after the termination of the agreement disclose to any third party any information arising from this agreement except with the prior consent of the Municipality or its nominee or as required by law.

## 8. **INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF MATERIAL**

All reports in paper, electronics, or any other recorded format produced by Startup shall remain the property of the Municipality for use by it.

## 9. **BREACH**

- 9.1 Should Startup –

- 9.1.1 fail, neglect, and/or refuse to perform any of its duties or attain the key objectives tasks undertaken by it in terms hereof; or

- 9.1.2 fail to comply with any of the time limits prescribed herein; or
- 9.1.3 employee misconduct on municipal property; or
- 9.1.4 interfere with municipal operations; or
- 9.1.5 sell municipal property; or
- 9.1.6 perform its duties in any unsatisfactory manner (no delivery or not as agreed); or
- 9.1.7 fail, refuse, or neglect to report and liaise with the Municipality regularly as provided for herein;
- 9.1.8 infringe the intellectual property rights of any third party;
- 9.1.9 fail, refuse, and/or neglect to comply with any other material condition or the obligation of this agreement; or
- 9.1.10 fail, refuse, or neglect to carry out or implement any lawful instructions in terms of or associated with the performance of any necessary duty under this agreement; and
- 9.1.11 fail, refuse, and/or neglect to rectify any act or omission as directed by the Municipality in writing from time to time, and a period of 7 (seven) days has lapsed from date of delivery of a notice to the domicilium of Startup, either by hand or facsimile transmission, demanding rectification and Startup has failed to comply, then the Municipality shall be entitled to cancel this agreement forthwith and/or institute a claim for damages against Startup to protect the interest of the Municipality together with a claim for legal costs on the scale as between attorney and client.

#### 10. **DOMICILIUM CITANDI ET EXECUTANDI**

The parties choose as their respective *domicilium citandi et executandi* to give notices as provided for herein, legal proceedings, and all other correspondence the addresses as set out below:

ADDRESS OF MUNICIPALITY OR CITY

The Startup Tribe at 40 Morsim Road, Hyde Park 2196, Johannesburg

**11. CONSENT TO JURISDICTION**

In terms of Section 45 of the Magistrates Court Act, No. 32 of 1944, as amended, the parties hereby consent to the jurisdiction of the Overstrand Magistrate's Court in respect of all legal proceedings instituted under this agreement.

**12. LIAISON WITH THE MUNICIPALITY**

Startup undertakes to liaise with the Director: Planning and Economic Development always during the tenure of this agreement.

**13. REPORTING PROCEDURES**

13.1 Startup undertakes to fully inform the Municipality of all developments under the agreement and to attend all necessary meetings of the Municipality for the purpose thereof.

13.2 Notwithstanding the provisions of 13.1 above, Startup shall attend any meeting with the Municipality if so directed by the Municipality and provide such reports as may be required from time to time.

**14. FORCE MAJEURE**

14.1 If the performance of the agreement by either party is delayed, hindered, or prevented or is otherwise frustrated by the reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall immediately notify the other party in writing, specifying the action of the force majeure and the anticipated delay in the performance of the services agreed to herein.

14.2 The Municipality may either cancel the agreement or suspend the performance of the agreement for such period as the parties may mutually agree upon.

14.3 Should the force majeure persist for a period longer than that agreed upon by the parties, the parties may mutually agree to terminate the agreement.

**15. WHOLE AGREEMENT**

The agreement constitutes the whole agreement and supersedes all previous agreements that may exist between the parties. No representations, either verbal or written, made by either party during the tenure of this agreement shall be of any force or effect unless agreed to by both parties, reduced to writing, and annexed hereto as an addendum.

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SIGNED at ..... on this .....day of ..... 202\* in the presence of the undersigned witnesses

AS WITNESSES

1. ....

2. ....

.....  
MUNICIPAL MANAGER

SIGNED at ..... on this.....day of ..... 202\* in the presence of the undersigned witnesses

AS WITNESSES

1. ....

2. ....

\_\_\_\_\_  
THE STARTUP TRIBE

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## The StartUp Tribe

[www.TheStartUpTribe.org](http://www.TheStartUpTribe.org)

An initiative to tackle youth unemployment and support small business venture creation all over the world. As of Oct 2023 we are in 27 countries supporting 417 cities and communities.

16th October 2023

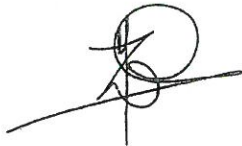
To whom it may concern, Overstrand Municipality

This letter is to confirm that there are no financial obligations or contributions of any kind related to the launch and running of the Overstrand Entrepreneurship Academy portal -

<https://www.thestartuptribe.org/pages/overstrand>.

The portal is part of our initiative to support organisations, municipalities and communities to help tackle youth unemployment and support the creation of small businesses.

Kindest regards



York Zucchi

Chairperson

Email [yz@vzp.ch](mailto:yz@vzp.ch) and Cell +39 375 799 4122

The StartUp Tribe is a global initiative to support organisations to tackle youth unemployment and help with the creation and growth of small businesses. To find out more about us, what we do and any other information please visit <https://www.thestartuptribe.org/pages/municipalities>