



#### MEMORANDUM OF UNDERSTANDING

Between

Women in Informal Employment: Globalizing and Organizing (WIEGO)

And

The Association of African Planning Schools (AAPS)

(Hereinafter collectively referred to as the "Parties" and individually as the "Party")

#### 1. Purpose of the Collaboration

To promote the collaboration of WIEGO and WIEGO country-based affiliates with members of the AAPS in order to promote initiatives, plans and policies which encourage pro-poor and inclusive cities and towns in Africa.

WIEGO¹ is a global research-policy network that seeks to improve the status of the working poor, especially women, in the informal economy. It does so by highlighting the size, composition, characteristics, and contribution of the informal economy through improved statistics and research; by helping to strengthen member-based organizations of informal workers; and by promoting policy dialogues and processes that include representatives of informal worker organizations. WIEGO was established in 1997 and is a not for profit company limited by guarantee in England and Wales. It is currently completing its registration as a charity registered in the UK. The common motivation for those who join WIEGO is the relative lack of recognition, understanding, and support for the working poor in the informal economy, especially women, by policy makers, economic planners, and the international development community.

AAPS<sup>2</sup> is a network of currently 43 university-based departments and programmes which provide qualifications in city/urban/town and regional/rural planning. It was established in 1999. It is represented by a steering committee's chair and co-chair. The purpose of AAPS is to facilitate the exchange of information between planning schools, and through its project

www.wiego.org

<sup>&</sup>lt;sup>2</sup> www.africanplanningschools.org.za/

to 'revitalize planning education in Africa', to facilitate curriculum revision, teaching resources, student experience and graduate attributes, research and publication appropriate to the goal of inclusive planning in Africa's 21<sup>st</sup> century cities.

The Partnership recognizes that planners play an important role in either facilitating or hindering the inclusion and improvement of informal work-spaces and settlements, and that the education of planners has a fundamental impact on both their values and understanding, responses and practices, in relation to urban informality. The Partnership recognizes that one of the most effective ways to change the mind-sets of student planners is to offer them direct experiential exposure to, and interaction with, the working and living conditions of those in informal employment.

## 2. Nature of the Collaboration

The parties are entering into this MOU on the basis that they are equal partners who bring different and yet complementary strengths to the tasks of:

- creating "pro-poor" cities that integrate rather than marginalize the interests of informal workers and dwellers, and countering the dominant urban development approaches which so often exclude them;
- collaborating (in the cities and towns of Africa where AAPS member schools have a
  presence) to expose students of city/town/regional planning to the issues and needs
  of informal workers, so that as professionals they will work directly or indirectly to
  promote inclusive and pro-poor urban settlements;
- exchanging ideas on the development of curricula in planning and the built environment.
- undertaking joint research and collaboration on the documentation and dissemination of successful cases of pro-poor intervention, and information exchange, for use in teaching and to influence policy-makers.

The two organisations commit themselves to the common goal of jointly delivering to the highest level of quality. Their relationship in taking forward this goal will be underpinned by principles of transparency and trust.

All research and publication collaborations will adhere to the principles of ethical research, the right to privacy and informed consent. This includes sensitivity to cultural diversity, confidentiality and anonymity.

It is acknowledged that both institutions have different agendas and processes, but are partnering towards a common goal. In the spirit of the collaboration, each entity will respect the autonomy, experience and timelines of the other.

It is intended that the collaboration is undertaken with the Partners equally sharing risks and benefits associated with the objectives of the collaboration.

The use of the term "Partner" in this agreement is not intended in a way that implies the creation of a legal partnership, joint venture or any other kind of legal entity between

(AAPS) and (WIEGO) in order to implement the collaboration. It is rather used to express a collaboration in which both members have equal status.

#### 3. Responsibilities of both Partners

Within this collaborative agreement, both partners will work within the Memorandum of Understanding (MoU) established to promote the joint aims of the partnership.

The AAPS Steering Committee (and/or its delegated representatives) and representatives of WIEGO will hold joint meetings at mutually agreeable times (but at least once per annum) to review progress with the achievement of the aims of the MoU and assess further ways in which the common goals can be implemented.

Working within the broader MoU, the Parties will assume specific responsibilities:

The AAPS Steering Committee undertakes to:

- Encourage member schools to establish a relationship with WIEGO country-based affiliates, within their country of operation;
- Encourage country-based collaborations between planning schools and WIEGO affiliates to develop their own more specific MoU, operating under the umbrella agreement provided by this MoU;
- Encourage member schools to consider possibilities of student internships with WIEGO affiliates; and conduct educational projects for their students in partnership with WIEGO affiliates in areas where informal work takes place;
- Encourage member schools to invite WIEGO staff and affiliate staff to give inputs and lectures to students;
- Encourage member schools to consult WIEGO staff and affiliate staff to give feedback on planning curricula and comment on the extent to which these curricula impart pro-poor values and strategies to student planners.
- Encourage member schools to discuss the possibility of their staff and students undertaking research on successful pro-poor initiatives, in collaboration or with the agreement of WIEGO staff and affiliates, for use as teaching case studies and for publication.

#### WIEGO undertakes to:

- Share relevant research and policy content with AAPS and its members (linking WIEGO and Inclusive Cities sites to the AAPS website, sending alerts to AAPS members when new, relevant content is available and in time developing joint resource pages);
- Collaborate on planning curricula content (in the first instance through WIEGO's development of the informal economy toolkit, and active feedback on this from AAPS members using it so refining and developing the tools);
- Invite AAPS members to participate in regional policy dialogues and seeking other joint policy platforms to promote the notion of inclusive cities;

- Notify its country-based members and affiliates (in countries and cities where both WIEGO and AAPS have a presence) of this MoU;
- Encourage its country-based affiliates to co-operate with AAPS member schools in order to: host student interns; facilitate educational projects; consider invitations to lecture or address planning students and staff; consider invitations to give feedback on planning curricula; consider and encourage opportunities for staff and student research on the informal economy, for use in teaching case studies and publication;
- Meet with AAPS when necessary to discuss further strategies to encourage pro-poor and inclusive urban policies and practices amongst planning academics and professionals.

## 4. General

The Parties will be entitled to use the name and/or either Party's logo for purposes of the Project, and on the websites of the respective organizations, with the written consent of and in accordance with the policies of that Party. During the course of the Project, Parties shall use appropriate citations as mutually agreed upon.

Material produced from collaborative projects, i.e. plans, models, photos written material will belong to both parties who will acknowledge each other's contribution.

WIEGO and AAPS will consider joint documentation of this collaboration to disseminate projects and processes to further expand access to others for academic or practical application.

What follows are recommendations for examples of the kinds of "field of work" this collaboration will encompass. The parties generally agree on broad areas of collaboration on projects, including but not limited to:

- Community or organization-led mapping and enumeration or informal worker locations and conditions. This could include GIS data and analysis;
- Information gathering and analysis on informal processes and practices;
- Material, shelter and workplace innovations and proposals
- Planning options and solutions in consultation with communities
- Advocacy with cities, municipalities and national government on policy issues, implementation etc.
- Other emerging interests

# 5. Dispute Resolution/Arbitration

Disputes arising at country level: Any dispute, arising from, or in connection with this agreement at country or city level shall first be resolved by the parties through the process of negotiation or mediation. If the dispute cannot be resolved, then the dispute can be mediated by a joint committee of WIEGO and AAPS identified at the time of this MoU.

Disputes between WIEGO and AAPS shall be referred to the Arbitration Foundation of South Africa to be resolved in accordance with the UNCITRAL Rules in South Africa in English.

# 5. Financial Obligations of the Parties

The two parties shall share any financial obligations associated with the implementation of the activities herein stated after consultations and discussions for mutual benefit.

## 6. Time Frame /duration of the MoU

This MoU is valid for a period of two years from the day of signing after which it shall be renewed subject to the terms and conditions to be agreed upon by the Parties. Country-level MoUs may set their own timeframes.

Prof Vanessa Watson (Chair, AAPS Steering Committee)

V Valor

THUS DONE AND SIGNED AT **University of Cape Town** ON THIS **17**<sup>th</sup> DAY OF **June** 2011.

## As witnesses:

1.

Dr Nancy Odendaal (AAPS)

2.

James Duminy (AAPS researcher)

For and on behalf of the AAPS

# As witnesses:

1. (Ulinner

Caroline Skinner (WIEGO Urban Policies Programme Director)

2.

Marty Chen (WIEGO International Coordinator)

For and on behalf of WIEGO