

## MEMORANDUM OF UNDERSTANDING

Between

Slum/Shack Dwellers International  
(SDI)

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 SDI and SDI 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. The Partnership recognizes that planners play an important role in either facilitating or hindering the inclusion and improvement of informal settlements and slums, 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 conditions and residents of informal settlements and slums.

### **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 slum 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 those living and working in informal settlements, 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.

- Joint research and collaboration on the documentation and dissemination of successful cases of pro-poor intervention, both 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 (SDI) 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 Co-ordinators of SDI 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 SDI country-based affiliates, within their country of operation;
- Encourage country-based collaborations between planning schools and SDI 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 SDI affiliates; and conduct educational projects for their students in partnership with SDI affiliates within informal settlements;
- Encourage member schools to invite SDI affiliate staff to give inputs and lectures to students;

- Encourage member schools to consult SDI 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 SDI affiliates, for use as teaching case studies and for publication.

SDI undertakes to:

- Notify its country-based affiliates (in countries and cities where there is an AAPS membership) of this MoU;
- Encourage its country-based affiliates to co-operate with AAPS member schools in order to: host student interns; facilitate educational projects in informal settlements; 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 informal settlement interventions and projects, 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 shall 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 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.

SDI 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-led mapping and enumeration. This could include GIS database and analysis.
- Planning and engineering solutions in consultation with communities
- Planning and engineering of greenfield sites
- Advocacy with cities, municipalities and national government on policy issues, implementation etc.
- Material and shelter innovations
- 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 SDI and AAPS identified at the time of this MoU.

Disputes between SDI 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**

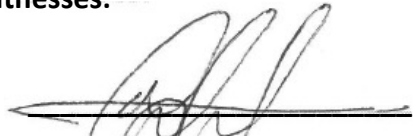
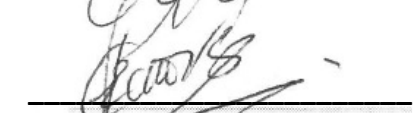
The two parties shall share any financial obligations associated with the implementation of the activities herein stated after consultations and discussions for mutual benefit.

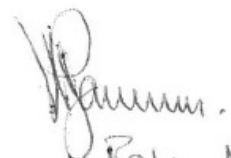
**6. Time Frame /duration of the MoU**

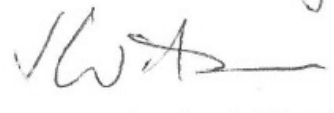
This MoU is valid for a period of two years from the day of signing after which it shall be renewed subject to the terms and conditions to be agreed upon by the Parties. Country-level MoUs may set their own timeframes.

THUS DONE AND SIGNED AT Cape Town ON THIS 11<sup>th</sup> DAY OF November 2010.

As witnesses:

- 1. 
- 2. 

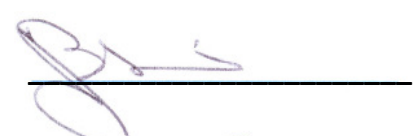

  
Peter M. Ngan


  
V. WATSON

For and on behalf of the AAPS

THUS DONE AND SIGNED AT WINDHOEK ON THIS 9<sup>th</sup> DAY OF NOVEMBER 2010.

As witnesses:

- 1. 
- 2. 

  
SHEELA PATEL  
(CHAIRPERSON)

For and on behalf of SDI