

**MEMORANDUM OF UNDERSTANDING**

**ENTERED INTO BY AND BETWEEN**

**ALL BUSINESS CHAMBERS AND TOURISM ORGANISATIONS WITHIN THE  
KRUGER LOWELD – EHLANZENI REGION OF MPUMALANGA**

*(hereinafter called the Parties)*

<b>NAME OF ORGANISATION</b>	<b>PHYSICAL ADDRESS</b>	<b>JURISDICTION</b>	<b>CHAMBER/ LTO</b>	<b>ABBREVIATED NAME</b>
Kruger Loweld Chamber of Business and Tourism	KLCBT House, Crossing Centre, Nelspruit	Ehlanzeni District & Reserves	Chamber & RTO	KLCBT
Afrikaanse Handelsinstituut Mpumalanga	292 Walter Sisulu Street, Club Ville, Middeburg	Mpumalanga	Regional Chamber	AHI MPUMALANGA
Foundation of African Business Consumer Services - Mpumalanga		Mpumalanga	Regional Chamber	FABCOS MPUMALANGA
National African Federated Chamber of Commerce and Industry - Mpumalanga	Ferreira Street, Nelspruit	Mpumalanga	Regional Chamber	NAFCOC MPUMALANGA
National African Federated Chamber of Commerce and Industry - Mbombela	Cnr Rothery & Van Niekerk Street, Nelspruit	Mbombela	Chamber	NAFCOC MBOMBELA
Barberton Chamber of Business	19 Judge Street, Barberton	Barberton	Chamber and LTO	BCOB

				Bushbuckridge Chamber
	Chamber and LTO	Bushbuckridge		
GBTF	Chamber and LTO	Graskop	12 Main Street, Graskop, 1270	Graskop Business & Tourism Forum
	Chamber and LTO	Hazyview	1 Hobby Ave, Hazyview, 1242	Hazyview Chamber of Business & Tourism
HCBT	Chamber and LTO	Hazyview		
	LTO	Nkomazi Municipal District		Kruger Park South Tourism Association
KPSTA	LTO			
	Chamber	Lydenburg / Mashishing	84 Viljoen Street, Lydenburg, 1120	Lydenburg Mashishing Business Chamber
LMBC	Chamber and LTO	Lydenburg / Mashishing		
	Chamber	Malalane		Malalane Sakekammer
	LTO	Mbombela (Nelspruit) & White River		Nelspruit / White River Tourism Association
	Chamber and LTO	Pilgrim's Rest	Pilgrim's Rest	Pilgrim's Rest Business & Tourism Chamber
PRBTC	Chamber and LTO			
	Chamber and LTO	Sabie		Sabie Chamber of Commerce and Tourism
	Reserve	Private Reserves	Lisbon Portion, Kruger Park	Sabie Sands Wildtuin
SSW	Reserve			
	Reserve	Kruger National Park		Kruger National Park
	Regional Tourism Organisation	Mpumalanga		Southern Africa Tourism Services Association - Mpumalanga
SATSA				

Handwritten signatures and initials are present in the table cells, including 'SCT', 'SSW', 'PRBTC', and 'HCBT'.

We exist and operate in a challenging environment – much of our success relies on a healthy, positive political economic climate and environment to create an enabling environment for business and tourism.

The business organisations in the region are fragmented and hence their impact is diluted. The parties acknowledge the power of a well organised collective and have realised the need to unite in order to face the economic and other challenges facing the business community in a more effective way.

The intention is to strengthen links between the different business organisations, and to create a platform to give a clear mandate to business role players engaging with government representatives and other stakeholders and to share capacity, lessons learnt, best practise and experiences.

The aim is to find practical ways of harnessing the talent that we have available between us and apply it to the benefit of the members of the alliance and greater economic environment of the Kruger Lowveld – Ehlanzeni region.

• **Preamble**

To establish a formal, geographical alliance of organisations of business within Ehlanzeni – Kruger Lowveld.

• **Mandate**

and including all the definitions and abbreviations contained in the list of signing parties above.

LTO	Local Tourism Organisation
RTO	Regional Tourism Organisation
EDM	Ehlanzeni District Municipality
MP	Mpumalanga Province
MOU	Memorandum of Understanding
THE PARTIES	The organisations agreeing to this memorandum
THE MEMBERS	The organisations agreeing to this memorandum
THE PROVINCE	Mpumalanga
THE KRUGER LOWVELD Ehlanzeni District, surrounding private reserves, Kruger National Park and bordering areas, like Hoedspruit, etc.	
THE DISTRICT	Ehlanzeni District / Kruger Lowveld Region
THE ALLIANCE	All the signatories to this memorandum

• **Definitions and abbreviations**

- The purpose of this document is provide a framework for continues working relationships between *the parties* to help drive the collective agenda;
- Take each other's interests into account, where appropriate, in policy and procedural development;
- Ensure that the respective expertise involved is mutually recognised
- Avoid unnecessary duplication of effort;
- Establishes relationships for cooperation based on a common understanding of each organisations business and a joint wish to make best use of finite resources for mutual and public benefit;

The parties agree to cooperate on the above and other initiatives, and based on the key values identified below, to develop the necessary programmes and projects to deliver on these areas of cooperation;

- To speak in one voice for organised business and be a coordinating body at district level on district issues;
- To represent the collective interest of business and tourism in respect of economic policy and development;
- To develop relationships with government and key role players in the province and district;
- To represent the collective interests of alliance partners by representation on various bodies in the district and province;
- To notify each other, where appropriate, in advance where there is a likelihood of significant announcements and development which may impact on the others key areas of work.

Areas of cooperation will be jointly determined based on situational analyses as imperatives and needs change. The following areas of cooperation have been identified as important priorities:

#### • Objectives of the cooperation initiative

The alliance will not be a separate entity and the name and identity of the respective organisations will remain. The cooperation initiative will conduct business as the Kruger Lowveld - Ehlanzeni Business Alliance.

#### • Name and identity

It is intended that members be added by agreement on an ongoing basis, this will be done by confirmation of Appendix A – List of participating organisations – jointly referred to as 'the parties'; The cooperation initiative is entered into by and between the parties. Individual membership and independence / autonomy of the respective organisations will remain.

#### • Membership

Therefore the purpose of this memorandum is for the parties to agree on the principles, objectives and values herein contained, with the view of further developing and strengthening a mutually supporting and accountable relationship as mapped out herein.

The executive committee will appoint a chairperson for each meeting before each meeting starts. Such chairperson's responsibility will be to chair the meeting and will not have any other official duty or leadership capacity in the alliance.

The administrative function will be the responsibility of the KLCBT who will provide a coordinator for the meetings.

The executive committee will meet at least once every six months.

The interim plenary will be made up of two representatives from each party, to make sure there is always one person available for meetings.

#### • Executive and management structure

- To promote and uphold good governance and ethical behaviour.
- To seek new ways of thinking and doing;
- To work together despite differences; agreement;
- off these with the combined experience to enhance the profile of the partnership
- Protect each parties individual institutional and reputational integrity and leverage partners;
- Develop strong supportive and accountable relationships between the strategic members;
- Maintain astute independence and impartiality amongst all its stakeholders and
- Encourage and facilitate the development of holistic sustainable strategies;
- To provide leadership and strategic direction;
- respect to economic and social policy, planning and programmes;
- Be inclusive and represent the collective interests of business across all sectors with
- Passion and commitment to achieve the shared vision;

In pursuing the objectives the parties will strive to uphold the following key values;

#### • Key values

- The alliance organisations recognise and have regard for their respective roles and responsibilities and recognise the independence of their remits;
- The parties have agreed to collaborate in the following areas of work where their complementary roles and independent functions interrelate
  - To utilise the skills knowledge and experience of staff /members in order to enhance interaction with government and other relevant stakeholders;
  - To develop knowledge resources to support engagement ;
  - To work together with other sector organisations to provide opportunities for discussions and interactions;
- In addition to those specific areas, and where appropriate, we will invite each other to hosted events of interest to all and will involve and keep each other informed.

Decisions taken will be by majority vote. The parties will have one vote each, in person or by proxy, regardless of the number of representatives present.

• **Operational aspects**

KLGBT will perform the secretarial functions until such time as the alliance may have built own capacity and will be responsible for the institutional arrangements contained herein.

• **Way forward**

Developing the areas of cooperation into strategies & action plans, with the involvement of relevant strategic partners where possible, to be implemented as may be agreed from time to time.

Developing operational processes between the parties which may facilitate business agreements on a project basis and formalisation of the areas of cooperation as and when applicable or on specific projects.

Developing similar agreements between the parties and continuously seeking more strategic partners and sourcing capacity from the collective membership pool of the alliance, to allow for the implementation of the objectives as practically possible.

The alliance will lobby to obtain support and be taken seriously as the unified voice of business, to ensure policy integration in the interest of the objectives.

• **Duration**

This MOU will take effect from the date of signature below and continue until dissolved by the undersigned parties, or until it is superseded by any other agreement entered into by the parties to this agreement.

Any individual party can withdraw from the alliance, giving 3 months' notice to the coordinator or at any of the steering committee meetings.

The MOU should be reviewed annually and may be modified at any time by joint agreement of the parties.

• **Reporting**

The various activities should be managed and reported on in a normal project reporting format, by the representatives of the parties. The relevant information should be distributed to the management committee. Close links to alliance members must be maintained with sufficient and regular reports to member organisations to ensure that constituencies are kept informed.

• **Whole agreement**

This agreement represents the whole agreement between the parties and all amendments or additions hereto shall be reduced to writing and signed by the parties.

The following parties subscribe and commit to the objectives, vision and values as set out in this Memorandum of Understanding:

**ANNEXURE A**

By the parties as per Annexure A

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Notwithstanding the expected commitment contained in the MOU, it is recognised and accepted that this MOU does not create any rights, liabilities or obligations which would have binding effect in law.

**• Legal effect of the MOU**

The parties will place a copy of the MOU on their respective websites.

**• Publication of memoranda**

The parties should always strive to reach consensus and a win-win outcome should be pursued at all times.

**• Guiding principle**

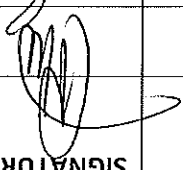
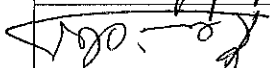






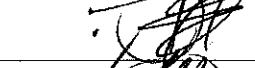
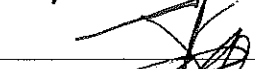
All media communications related to this memorandum and the areas of cooperation shall be jointly issued between the parties by the coordinator.

The parties acknowledge that in pursuance of this memorandum, privileged and confidential information may be shared between them and they undertake to keep such information confidential and not to use such information in any way which may detrimentally affect the other party. Each party will observe confidentiality particularly cautiously in relation to shared information which is not in the public domain

In implementing this memorandum the parties shall in all dealings with each other, observe the utmost good faith and to give full effect to the intent and purpose of this memorandum and avoid any conflict of interest in dealing with any matter related to this memorandum

**• Good faith and confidentiality**

Should any conflict exist between the terms of this memorandum and the terms of any correspondence or other documentation exchanged between the parties whether written or verbal, the terms of this memorandum shall prevail.

ABBREVIATED NAME OF ORGANISATION	HEREIN REPRESENTED BY (NAME)	DESIGNATION OF SIGNING PARTY	SIGNATURE
BCOB	Flora Gosselt	INSURER	
PRBTC	J. FEINDERS	CHAIRMAN	
LMBC	Wessel Venter	CHAIRMAN	
MCB	Mel Reddy	Chairman	
CID	TJ MARKS	MNG.	
NNA	H. Schwader	Member	
Bamberh.	A. Chiribasa	member	
SSU	L.N MATHEBULA	member/cio	
FRACOS	E. RAJA	Member	
HCBT	E. GOINE	Member	
THARCO (P) LTD.	Mandla Mashego	Director	