



## **Memorandum of Understanding**

between

### **The Table Mountain Fund ("TMF")**

Trust registration no T890/98

and

### **WWF South Africa ("WWF-SA")**

Non-profit Organisations Act registration no 003-226 NPO

Public Benefit Organisation registration no PBO 18/11/13/2490

The Trustees of The Table Mountain Fund ("TMF") and the Directors of WWF-SA, in recognizing that for reasons of history, shared strategy and purpose, the interrelationship between TMF and WWF-SA, (together being "the parties") is close and substantial, wish to adopt the following as a record of understanding between the parties:

1. Both TMF and WWF-SA are independent legal entities, governed in the case of TMF by the Deed of Trust, and in the case of WWF-SA, the Constitution of WWF-SA.
2. These governing documents of establishment confer different rights and obligations upon the parties, which the parties recognize.
3. Differences in the execution of the business of TMF and WWF-SA might arise from time to time.





4. However, for diverse reasons, including the pre-eminent role WWF-SA has played in the founding of TMF, the effectiveness of its execution of the business of TMF, and the existence of C.A.P.E. of which TMF is a fundamental part, it is appropriate and suitable that TMF and WWF-SA continue to operate as partners in the execution of the business of TMF, and together to claim its successes for the betterment of both, whilst recognizing the contributions and inputs of both in a fair manner.
5. As set out in clause 12.2 of the Deed of Trust of TMF as well as the superseding Amended Deed of Trust to be lodged with the Master of the High court in 2008, the Trustees of TMF shall appoint WWF-SA to perform certain duties on behalf of the Trust.
6. The parties seek to clarify these duties through a separate Service Level Agreement, to be reviewed annually, and amendments negotiated, if and when required.
7. Over and above these duties, it is clear that the success of TMF and WWF-SA is of mutual benefit to both parties, and to the ultimate purpose of both, namely the effective conservation of the precious biodiversity and natural resources of South Africa.
8. We therefore recognize benefits, outside of these duties, delivered in favour of the parties, by one or another, and wish to ensure this pattern continues. We therefore resolve to work together wherever practical, ensuring alignment of objectives and goals, including the guiding strategies of both parties, for the conservation of the Cape Floral Kingdom and its adjacent marine systems, which are of global significance .



9. We resolve that the logos of TMF (long-tongued fly atop the lowercase "tmf" lettering, strap line "FUNDING FYNBOS") and WWF-SA (the Panda with lettering "WWF", no strap line) are to be treated in physical and electronic media and communications material as follows:
- 9.1. **Letterhead.** TMF logo on masthead, with WWF-SA logo lower left corner footer, and "Founder", C.A.P.E. logo lower right hand corner.
- 9.2. **Business cards.** To be designed in accordance with letterhead layout, reflecting TMF, WWF-SA and C.A.P.E logos, balanced as is appropriate for clarity and consistency.
- 9.3. **Website.** TMF master site is on the (new) WWF-SA website, and enhancements required by TMF are funded by TMF. TMF also reserves [www.tmf.org](http://www.tmf.org) and other similar domains as primary sites (but carrying no content) from which users are automatically redirected to the master site. TMF and WWF-SA logos carried side-by-side.
- 9.4. **Annual Report.** TMF publishes a full annual report, and WWF-SA reports on TMF and TMF deliveries and projects within the WWF-SA annual report as is appropriate. TMF and WWF-SA logos carried in both instances.
- 9.5. **Contracting.** All contracting to continue as is currently the case, with TMF and WWF-SA recognition and identity throughout. This also applies to partnership projects between TMF and other WWF-SA Programmes, where TMF is the funder and the Programme is the implementer.
10. That the preferred way of referring to TMF, where executants and partners are concerned, is as "an independent Trust, associated with WWF-SA".
11. That any considerations of possible conflict around fundraising are dealt with openly and appropriate protocols adopted through bilaterals between the TMF Trustees and WWF-SA Directors.



**12. Term, variation and cancellation**

- 12.1. This agreement will commence on the date of signature hereof for an indefinite period. Each party will be entitled to cancel this agreement on 3 calendar months' written notice.
- 12.2. No variation, modification, addition or alteration to this agreement shall be of any force or effect unless confirmed in writing and signed by both parties
- 12.3. Any notice to be given in terms of this contract shall be given in writing and shall be deemed validly served within seven calendar days after the day on which it shall have been posted by prepaid registered post or on the day faxed;

**13. Whole Agreement**

This Agreement supersedes all other prior agreements, arrangements and/or undertakings between the parties as to the subject matter hereof whether oral or in writing;

**14. The parties choose as domicilium citandi et executandi the following:**

**The Table Mountain Fund:**

Street address: The Centre for Biodiversity Conservation,  
Kirstenbosch National Botanical Gardens,  
Rhodes Drive,  
Newlands 7735

Fax: 021 762 1905



**WWF South Africa:**

Street address:      Millennia Park,  
                                  16 Stellantia Ave,  
                                  Stellenbosch 7600

Fax:                      021 888 2888

15. **The parties choose as contact persons for purposes of legal notices and/or amendments to this agreement the following:**

**The Table Mountain Fund:**

Incumbent of the position of Manager, The Table Mountain Fund


**WWF South Africa:**

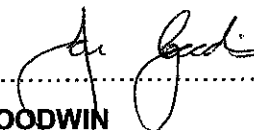
Incumbent of the position Chief Financial Officer / Finance Director

**For and on behalf of WWF South Africa:**

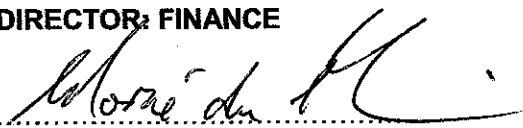
SIGNED AT Stellenbosch ON THIS 12 DAY OF November 2008.

**Witnesses:**

1. 

  
IAN GOODWIN  
DIRECTOR: FINANCE

2. \_\_\_\_\_

  
Dr MORNÉ DU PLESSIS  
CEO



For and on behalf of THE TABLE MOUNTAIN FUND

SIGNED AT Cape Town ON THIS 3<sup>rd</sup> DAY OF NOVEMBER 2008.

Witness:

1. [Signature] .....

[Signature]  
CHAIRMAN OF THE TRUSTEES