

UCGN Terms of Reference [TOR]

1. Background

- a. The SA Urban Cultural Governance Network or UCGN (hereafter The Network) MOU (Memorandum of Understanding) reflects a commitment by individuals working in a range of fields/disciplines and sectors (collectively referred to here as “members”) to support the #culture2030goals campaign and its localization in South African cities and towns. It aims to ensure culture is mobilised within and through local government to ensure more sustainable, inclusive, generative and just cities and towns in South Africa. Members are deemed as such when they sign the online document committing them to both the MOU and TOR.
- b. This Terms of Reference (TOR) lays down the interim form of the Network for the next two years until a formal constitution can be established (no later than January 2023). It deals with members, associates, the steering committee, the
- c. The Network serves as a platform for networking, dialogue, research and advocacy to further the mobilisation of culture in sustainable, inclusive, generative urban settlement in support of the #culture2030goals (as laid out in the MOU)

2. The Network, its Membership and Associates and working approach

- a. The Network is driven primarily by individuals who may be based in cultural bodies, civil society entities, government, academia, media or the private sector who have committed themselves to the key principles guiding the Network. Individuals working in areas such as sustainable development, housing, built environment, citizens rights, safety (amongst others) are seen as key players in cultural policy as much as arts and heritage workers may be.
- b. Individuals are never understood as representing the institutions they work for.
- c. Institutions, organizations, academic departments/units and business are encouraged to become "Associates" who support the vision and activities of the Network, however Associates have no voting rights nor are their employees who are signed up members deemed to represent them in any form.
- d. The Network will engage locally primarily in its leadership role in catalysing change in urban policy and practise to include and further culture as a relevant field for South African local government linked to the SDGs (UN Sustainable Development Goals). To do this it will engage will all levels of the state and non-state actors to bring this to reality. It will also connect with the continent, in the global south and globally to inform

its local work by drawing on relevant case studies, examples and building on experiences from elsewhere as necessary.

3. Steering Committee

- a. To achieve the goals of the Network MOU, the Network will be governed by a Steering Committee with a rotating chair, elected biennially, and supported by the Secretariat.
- b. A member of the Steering Committee is referred to as a Representative. The term of a Representative is two years. A Representative may serve multiple terms
- c. The role of the Steering Committee is to determine and oversee the strategic direction of the Network, including inputting on strategic decisions, and taking an active role to strengthen and grow the work of the Network, including supporting major new initiatives and establishing and overseeing working groups. The Steering Committee will also approve the use of funds made available to the Network, including the compensation of the Secretariat.
- d. The Steering Committee shall meet at least twice a year. Steering Committee representatives may participate remotely provided that all participants can hear each other, enabling real-time debate and deliberation over decisions. The attendance of the Steering Committee representatives in a remote location counts as if they were physically present.
- e. The Steering Committee shall consist of nine individuals each from a different disciplinary areas: one from arts and creative industries, one from the heritage sector, one from built environment, one from sustainable or broad development, one from government, one from academia, and one other not from the areas identified above. Two provincial reps will represent the interests of several provinces and will complement the other reps on the committee.
- f. The chair will be rotated every 12 months between representatives as decided.
- g. Steering Committee Representatives shall be selected, upon a vacancy, from qualified nominees amongst members in good standing (ie who have paid their dues and been an active member for at least three months). All Members shall be notified of the availability of a Representative position. In order to be qualified, a candidate must nominate (including by self) and be seconded by at least one other Member.
- h. A Representative may be removed by a simple majority vote of those in attendance at an annual General Assembly. A Representative may resign from the Steering Committee upon notice to the Secretariat. A Representative may also be removed by the Steering Committee if s/he brings the organisation into disrepute.
- i. The initial Steering Committee will be developed through consensus between no less than 20 founding members and its term will last until a formal network is established within two years (latest Jan 2023).

4. **General Assembly of the Network**

- a. The General Assembly of the Network will be held on an annual basis no more than 14 months after the previous one.
- b. All Members shall be invited to attend the General Assembly.
- c. Members may participate remotely provided that all participants can hear each other, enabling real-time debate and deliberation over decisions. The attendance of a Member in a remote location counts as if they were physically present.
- d. Associates may be invited as observers to the General Assembly

5. **Modalities of Work and Working Groups**

- a. The Network does not currently constitute a new formal initiative or registered organization. A formal constitution will be established no more than two years from the first Steering Group meeting.
- b. The work of the Network shall be carried out by the Steering Group and Members with facilitation from the Secretariat.
- c. The Network is committed to principles in the South Africa constitution of non-racialism non-sexism and democracy based on the values of freedom, equality, dignity, and transparency and accountability.
- d. Delivery of Network
 1. Delivery of the Network initiative will generally be through working groups, each having a focus on one of the key priority issues of the Network (see MOU)
 2. Working groups shall be established by the interim Steering Committee, which shall also name one or more Members to serve as coordinators.
 3. Working Groups will convene to develop activities, processes and, if necessary, come up with joint resources to carry out work.
 4. Members will be invited by the Steering Committee to contribute to the working group of their choice and support the development of associated activities falling under that specific working group, in collaboration with the Secretariat. Members may contribute to the work of one or several working groups of their choice.
 5. Substantive direction of the work of each working group is to be decided by consensus among the Members that are part of that working group and reflected in a time-bound working plan. Participation in the working groups is optional, but very much encouraged.
 6. Working group activities requiring resources for their implementation shall be budgeted for by the working group and its allocation will dependent on joint fund raising, with the approval of the Steering Committee and coordination of the Secretariat.
 7. Any processes, products or outputs resulting from the work of members will be free of copyright and publicly accessible, unless otherwise agreed to by the Steering Committee.

- e. No working group or Member may represent or make statements on behalf of the other Members or the Network, unless this has been agreed by the Steering Committee.
- f. Support for the Network MOU does not constitute a blanket endorsement of all statements that may be made by the other members or representatives of the Network in the future
- g. The participation (and contribution) of Members in the working groups will be recognized by the Secretariat in relevant communications and events. Such participation may also be reflected in the Members' own communications, by stating that they are a Member of the Network
- h. Members are not entitled to use the logo of the Network without the express permission by the Secretariat in writing. The Secretariat and the Members may not use the name, brand or logo of any of the other Member without express permission.

6. Secretariat

- a. A Secretariat will carry out the day to day management of the Network on behalf of the Network. Compensation for its services will be mutually agreed by the Steering Committee and the Secretariat.
- b. The duties of the Secretariat are as follows (subject to budget and agreement with the Steering Committee):
 1. Maintaining a presence online (website, social media), a membership database, a list of working groups and their members, as well as a list of relevant state, non-state actors in South Africa and elsewhere
 2. Depositing funds made available to the Network into an account held by the Secretariat, maintaining a separate record of accounts for such funds and expending such funds on behalf of the Network as provided for herein:
 3. Providing an accurate updated account of funds held by the Network for Steering Committee meetings;
 4. Providing background briefings, communications and other support (as appropriate and within available resources) in relation to specific activities undertaken by Steering Committee and Working Groups on behalf of the Network;
 5. Organizing annual General Assembly meetings and Steering Committee meetings
 6. Coordinating external communication activities and dialogue events as required and subject to available resources.
 7. Presenting and explaining the work of the network to other entities and organizations, as needed and subject to available resources.
 8. The entity serving as Secretariat may resign without penalty upon 90days 'notice to the Steering Committee.
 9. The entity serving as the Secretariat may be removed by two-thirds vote of the Steering Committee upon 90 days written notice to the entity.
 10. The Secretariat for the first 24 months of Network subject to workload and available funding for its compensation will be Creative City South.