



CITY OF CAPE TOWN OPEN INNOVATION TERMS OF USE

The following Terms of Use apply to your use of the Open Innovation platform (the "Platform") and in particular to your submission of ideas, innovations and service improvement proposals ("Ideas") through the Platform. By using the Platform and submitting an Idea, you agree to these terms and conditions.

1 SUBMISSIONS

- 1.1 The City of Cape Town ("the City") in accordance with its Integrated Development Plan (IDP) Strategic Focus Areas 4 (Inclusive City) and 5 (A Well-Run City) creates a platform for members of the community, scholars and research institutions to share their innovative ideas to help shape the manner the City provides its service to the community.
- 1.2 All Ideas and related content (for example, notes, drawings, concepts) are submitted on a voluntary basis, but the City's Supply Chain Management Policy will be applied and must be complied with, where applicable.
- 1.3 The City is under no obligation to use or make available for public use any Idea submitted by you. The City shall not be obliged to pay any consideration to you in relation to any Idea or the use thereof unless determined otherwise by the City.

2 CONFIDENTIAL AND PROPRIETARY INFORMATION

- 2.1 If your submission contains confidential or proprietary information, you should not submit it through the Open Innovation platform if you would like for the submission to remain confidential and proprietary.
- 2.2 All Ideas, content and material submitted will be deemed non-confidential and non-proprietary and you agree that the City is free to use any Ideas, materials, concepts, know-how, or techniques that you submit in accordance with the purpose of this Platform.
- 2.3 You acknowledge that you are responsible for any material you may submit via the Platform. You warrant that the Idea that you submit and any related materials and content is your own, that it is original, lawful, does not infringe upon any third party's rights and that you have the rights to submit same.
- 2.4 You agree to defend, indemnify and hold harmless the City, its officials, employees and contractors from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's and advocate's fees) arising due to your Idea or any related content or material infringing any third-party right, including without limitation any intellectual property or other right or any claim that your content caused damage or harm to a third party.

3 NOTICES AND REVISION

- 3.1 The City reserves the right to discontinue availability of the Platform at any time and for any reason.
- 3.2 The City reserves the right to revise and otherwise change the terms of use of the Platform at any time and without notice.
- 3.3 Any modification to the terms will be effective immediately upon posting, unless otherwise stated.
- 3.4 The User's continued use of the Platform following the posting of any modification signifies the User's acceptance thereof. Users are advised to periodically review the current terms and conditions of use.

4 SEVERABILITY

- 4.1 If any provision of these terms is unlawful, void or unenforceable, then the remaining provisions of the agreement will be severable from such provisions and the remaining provisions will continue in force.