



**civilian secretariat  
for police service**

Department:  
Civilian Secretariat for Police Service  
**REPUBLIC OF SOUTH AFRICA**

**MEMORANDUM OF UNDERSTANDING**

ENTERED INTO BETWEEN

**THE CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS)**

Herein represented by **Mr AP Rapea** in his capacity as the **Secretary for Police Service**

AND

**CONGRESS OF TRADITIONAL LEADERS OF SOUTH AFRICA (CONTRALESA)**

Herein represented by **Kgoshi Mathupa Mokoena** in his capacity as the **President of the Congress of Traditional Leaders of South Africa**

**(hereinafter together referred to as "the Parties" or "the Party" in the singular)**

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**WHEREAS** the Civilian Secretariat for Police Service has the central mandate through its multi approach social cohesion programs to exercise civilian oversight over the Police Service, maintain, encourage improved transparency, accountability, relationship and promote public participation amongst community based institutions.

**WHEREAS** the Congress of Traditional Leaders of South Africa (CONTRALESA) is a representative body of Traditional Leaders in the seven (7) Provinces to promote economic growth, advocating on matters affecting all civil society particularly in the rural areas of our Country and participate in initiatives and interventions to combat, prevent crime within their areas of jurisdiction.

**AND WHEREAS** the Parties jointly wish to collaborate on nation building and social cohesion programs to ensure that the Communities particularly in rural areas and urban cities are involved in the fight against crime and other social ills. These communities including farm dwellers of South Africa are and feel safe as per the mandate of the National Development Plan.

**NOW, THEREFORE,** the Parties agree as follows:

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## 1. INTERPRETATION

In this Memorandum of Understanding -

- 1.1 Clause headings are for convenience and are not to be used in its interpretation;
- 1.2 Unless the context indicates a contrary intention: an expression which denotes any gender includes the other genders; a natural person includes a juristic person and vice versa; and the singular includes the plural and vice versa;
- 1.3 Words and expressions defined in any clause shall, for the purposes of that clause, bear the meanings assigned to such words and expressions in such clause;
- 1.4 If any provision is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definitions clause, effect will be given to it as if it were a substantive provision in the body of this Memorandum of Understanding;
- 1.5 The following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings –
  - 1.5.1 "**Calendar day**" means any 24-hour day as denoted on a calendar;
  - 1.5.2 "**Confidential Information**" means any information or data, irrespective of the form or medium in which it may be stored, that is not in the public domain, that becomes available or accessible to a Party as a consequence of this Memorandum of Understanding and that is prohibited from disclosure by virtue of any of the following:
    - 1.5.2.1 The Promotion of Access to Information Act, 2000 (Act No. 2 of 2000);
    - 1.5.2.2 In relation to information or data that is provided by one Party to another in terms of this Memorandum of Understanding, any data or information that has been clearly marked as "confidential";
    - 1.5.2.3 Being information or data, which one Party provides to the other Party, or to which a Party has access following the Parties' rights or obligations under this Memorandum of Understanding, and in which a Party would have a reasonable expectation of confidentiality;

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- 1.5.2.4 Being information, the disclosure of which could reasonably be expected to endanger a life or the physical security of a Person;
- 1.5.2.5 Being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
- 1.5.2.6 Being financial, commercial, scientific or technical information of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of the disclosing Party.
- 1.5.3 "**Effective Date**" means the date on which the last signature was placed on this Memorandum of Understanding;
- 1.5.4 "**JSC**" means the Joint Steering Committee as established in terms of clause 8.1;
- 1.5.5 "**MOU**" means this Memorandum of Understanding;
- 1.5.6 "**PMT**" means Project Management Team
- 1.5.7 "**Person**" means a reference to any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust or partnership (whether or not having separate legal personality);
- 1.5.8 "**PFMA**" means the Public Finance Management Act, 1999 (Act No. 1 of 1999); and
- 1.5.9 "**Working Day**" means a day other than a Saturday, Sunday or a day declared a national public holiday in South Africa.

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## **2. OBJECTIVES OF THE MOU**

The objectives of this MOU are to:

- 2.1 Develop and implement crime prevention, interventions and conflict management programs.
- 2.2 Design and implement integrated women, youth and people with disability programs which are aiming at readdressing imbalances of the past and to create observation of individual rights as means of mitigating causes of crime.
- 2.3 Conduct and implement research including national and international outreach, training and capacity building workshops which enhance Communities in rural areas which are an integrated approach to crime preventions programs.
- 2.4 Implement programs which are aiming at reducing poverty, addressing social ills and family disorders targeting people who lives on peripheral areas, rural and farming communities. This would include traditional issues within the broader society.
- 2.5 Organise and implement awareness programs addressing issues affecting rural communities and farming related issues such as farm killings, stock & crop theft, drug abuse, infringement of human's rights, and other social related issues which negatively affect the broader society and the farming communities.

## **3. COMMENCEMENT AND DURATION OF THIS MOU**

- 3.1 This MOU shall commence on the Effective Date
- 3.2 The duration of this MOU shall be for a period of five (5) years from the Effective Date and be reviewed annually.

## **4. TERMINATION**

In the event that, in the opinion of either Party, the co-operation between the Parties is no longer fruitful or is no longer seen to be achieving the objectives set out in this MOU, either

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Party will have the right to terminate this MOU. Any Party shall have the right to terminate this MOU for any reason whatsoever upon three (3) months' written notice to the other Party.

## 5. AREAS OF CO-OPERATION

The Parties agree that they will co-operate in reaching the following goals:

- 5.1 The contribution towards the reduction of crime in South Africa which involves :
  - 5.1.1 Contributing towards the reduction of crime through community groupings;
  - 5.1.2 Enhancing engagements and communication through Traditional Councils, Community Police Forums and other civil society formations; and
  - 5.1.3 Establishing and improving programmes that address various forms of crime (including crimes against vulnerable groups of society) as well as that address the generators thereof such as human trafficking, gangsterism, substance abuse and drug syndicates;
- 5.2 Develop programmes that will prevent and reduce fraud and corruption in all sectors of society;
- 5.3 Conduct joint research in pursuant of the goals of this MOU;
- 5.4 Taking joint ownership of moral regeneration initiatives and programmes;
- 5.5 Draft project plans for the implementation of programmes which speak to the strategic goals under this MOU;
- 5.6 Plan activities, and implement and monitor programmes which promote the strategic goals under this MOU;
- 5.7 Facilitate the expansion of the strategic goals of this MOU;
- 5.8 Identify areas of needed expertise and source funding to provide education on crime and related activities in line with the strategic goals;
- 5.9 Organise activities/programmes that assist in the prevention and reduction of crime;
- 5.10 Identify specific projects that parties will jointly implement. A project plan detailing the nature and particulars of the project will be set out in writing and signed by all Parties and will be deemed to have been concluded in terms of this MOU.

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- 5.11 Assist with the planning as well as the sourcing of funding for the identified projects based upon agreed activities and carry the costs of such activities, subject to the prescribed procurement processes being followed.

**6. FINANCIAL MANAGEMENT**

The financial obligations of each Party will be subject to financial directives applicable to each Party.

**7. UNDERTAKINGS AND WARRANTIES**

The Parties undertake to execute their respective duties and carry out all obligations in terms of this MOU with diligence and efficiency and in accordance with generally accepted regulations such as the PFMA, Good Governance Principles (King IV) and best practices.

**8. REPORTING OBLIGATIONS**

- 8.1 The Parties shall establish a Joint Steering Committee ("JSC") composed of the Secretary for Police Service, the Chief Director: Partnership, the Chairperson of the CONTRALESA and the Secretary of CONTRALESA. The JSC shall monitor & evaluate the implementation of this MOU.

- 8.2 There shall be a Project Management Team ("PMT") which shall make recommendations to the JSC relating to the implementation of this MOU. The terms of reference of the PMT must be signed off by the JSC. The PMT will constitute the following members:

8.2.1 the Chief Director and Director from CSPS; and

8.2.2 two senior leaders from CONTRALESA.

- 8.3 The JSC shall meet at least once a quarter whereas the PMT shall hold a meeting at least every second month. The meetings must take place as scheduled and may not be cancelled unless there are exceptional circumstances.

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- 8.4 The PMT must consider only matters relevant to achieving the objectives of this MOU, and such matters as may be referred to it by the JSC. The PMT must attempt to reach decisions by consensus. If consensus cannot be achieved, the decision of the majority of the representatives present at the meeting constitutes a decision of the PMT, provided that any minority view must also be recorded in the minutes of that meeting and distributed to all interested parties.
- 8.5 The PMT shall ensure that sufficient human resources are available for the successful implementation of this MOU.
- 8.6 The PMT shall monitor progress made and institute corrective action as and when needed.

## **9. STANDARD TERMS AND CONDITIONS**

### **9.1 Communication**

The Parties acknowledge the importance of good communication between each other and shall regularly, as it may be required and necessary deliver to each other by post, e-mail, fax or hand all letters, documents, notices and reports which relate to the implementation of the specific goals envisaged in this MOU.

### **9.2 Whole Agreement**

This MOU contains the entire agreement between the Parties and no representations, warranties, undertakings or promises, of whatever nature, which may have been made by any of the Parties, their agents or employees, other than those contained herein, shall be binding or enforceable by one Party against the other.

### **9.3 Non-Variation**

No alteration, variation, amendment or addition to this MOU shall be of any force or effect unless the same has been reduced to writing and signed by or on behalf of the Parties.

### **9.4 Impossibility of performance**

- 9.4.1 In the event of natural causes, strike, war, war-like operation, rebellion, riot, civil commotion, lockout, interference of trade unions, go slow by labour or the

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introduction, imposition or any change in law or order or any circumstances arising or action taken beyond or outside the reasonable control of the Parties hereto preventing them or any one of them from the performance of any obligation hereunder then the Party affected by such event shall immediately notify the other Parties forthwith as to the nature and extent of the circumstances in question.

9.4.2 No Party shall be deemed to be in breach of this MOU, or shall otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this MOU, to the extent that the delay or non-performance is due to any force majeure which:

9.4.2.1 Materially affects the ability of that Party to perform its obligations under this Agreement; and

9.4.2.2 It has notified the other Parties;

9.4.2.3 In which case, the time for performance of that obligation shall be extended accordingly.

9.4.3 If the performance by any Party of any of their obligations under this MOU is materially prevented or delayed by force majeure for a continuous period in excess of thirty (30) business days, the Parties shall negotiate in good faith and endeavour to agree upon such alternative arrangements as may be fair and reasonable with a view to alleviating its effects. If, after a further thirty (30) business days, the Parties have failed to reach agreement and the force majeure continues to materially prevent or delay performance, any Party shall be entitled to terminate this MOU by giving written notice to the other Party.

## 10. DISPUTE RESOLUTION

10.1 In this clause, a "dispute" means any dispute, disagreement or claim arising between the Parties in connection with:

10.1.1 The formation or existence of this MOU;

10.1.2 The implementation of this MOU;

10.1.3 The interpretation or application of the provisions of this MOU;

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- 10.1.4 The Parties' respective rights and obligations in terms of or arising out of this MOU;  
or
- 10.1.5 The validity, enforceability, rectification, termination or cancellation, whether in whole or in part of this MOU.
- 10.2 A Party may declare a dispute on written notice to the other Party.
- 10.3 In the event of a dispute, the PMT will meet within seven (7) days of the dispute having been declared to attempt to resolve it.
- 10.4 In the event of the inability of the PMT to resolve the dispute, the dispute must be escalated to the JSC. The JSC will have the final say in the resolution of the dispute. Should the matter not be resolved by the JSC, and the dispute affects the continuance of the MOU, the MOU can be terminated.

11. **GENERAL**

- 11.1 It is agreed that regardless of any name change or change in legal structure of all Parties, the conditions of this MOU shall still be applicable.
- 11.2 The Parties will at all times remain independent and separate legally, organisationally and financially and may not act nor bind the other Party in any way, nor may either Party represent that it is in any way responsible for the acts of any of the other Party.
- 11.3 Nothing in this MOU creates an exclusive relationship between the Parties in relation to the subject matter of this MOU. Any party will be free to enter into any other similar arrangements with any other Person in relation to the subject matter of this MOU.

12. **INDEMNITY**

The Parties indemnify each other and hold one another harmless from and against any or all liabilities arising from any acts or omissions on their part and their members arising out of this MOU.

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13. DOMICILIUM CITANDI ET EXECUTANDI

13.1 The Parties hereby choose the physical addresses set out hereunder as their *domicile citandi et executandi* for all purposes under this MOU.

13.1.1 CSPS

Van Erkom Arcade

7<sup>th</sup> Floor

217 Pretorius Street

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For attention: Mr A. P. Rapea

Tel. No: 012 393 2500

Fax No: 012 393 2539

13.1.2 CONTRALESA.

No 39 Rivonia Road

Sandton

2196

For Attention: Kgoshi Mokoena

Cell:072 202 4740

13.2 Any notice given by one Party to the other is deemed to have been received by the addressee:

13.2.1 on the date on which the same was delivered to the addressee's address, if delivered by hand; or

13.2.2 on the 7th calendar day after the date of posting, if sent by pre-paid registered post to the addressee's address; or

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13.2.3 on confirmation of delivery to the addressee's email address, if sent to the addressee's email address.

13.3 Any party may change its address by giving fourteen (14) working days' notice in writing to the other Parties, provided that the new address includes a physical address in the Republic of South Africa


THIS DONE AND SIGNED AT PRETORIA THIS 23 DAY OF MARCH 2020.

  
\_\_\_\_\_  
SECRETARY FOR POLICE SERVICE



AS WITNESSES:

1.   
\_\_\_\_\_
2. Maba.  
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THIS DONE AND SIGNED AT ORKNEY THIS 31 DAY OF MARCH 2020

  
\_\_\_\_\_  
PRESIDENT OF CONTRALESA

AS WITNESSES:

1. MOKOENA H.   
\_\_\_\_\_
2. Mehonju L.C   
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