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2023-07-06
THE SECRETARY
25/07



**civilian secretariat
for police service**

Department:
Civilian Secretariat for Police Service
REPUBLIC OF SOUTH AFRICA

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ROUTE LIST FOR DOCUMENTATION

Reference:	07-1/07	Date:	19/06/2023
Enquiries:	L Binca	Extension:	

SUBJECT REQUEST FOR APPROVAL OF THE MOU BETWEEN CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS) AND THE CONFLICT AND FORCED MIGRATION RESEARCH INSTITUTE (CFMRI)

ROUTED TO		DATE FORWARDED	DATE RECEIVED	DATE FORWARDED BACK TO UNIT FOR CORRECTION	DATE RETURNED FROM CORRECTION	DATE FORWARDED
UNIT/CHIEF DIRECTORATE	SIGNATURE					
ACT DIRECTOR: PPP		19/06/2023				
ACT PARTNERSHIPS CD:		19/06/2023				1
OFFICE MANAGER		20/06/23		20/06/23	27/07/23	07/07/23
ACTING SECRETARY FOR POLICE SERVICE			07/2023	26/07/2023	22/08/23 16/08/2023	02/08/23 17/08/2023

RETURN

ROUTED TO		DATE RECEIVED	DATE FORWARDED
UNIT/CHIEF DIRECTORATE	SIGNATURE		
ACT SECRETARY FOR POLICE SERVICE			



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Department:
Civilian Secretariat for Police Service
REPUBLIC OF SOUTH AFRICA

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Enquiries: Mr. T. Lesoka
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INTERNAL MEMO

TO:	MR. T. RAMARU ACTING SECRETARY FOR POLICE SERVICE
FROM:	DR. MM MAISELA ACTING CHIEF DIRECTOR: INTER-SECTORAL COORDINATION AND STRATEGIC PARTNERSHIPS
DATE:	19 JUNE 2023
SUBJECT:	REQUEST FOR APPROVAL OF THE MOU BETWEEN CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS) AND THE CONFLICT AND FORCED MIGRATION RESEARCH INSTITUTE (CFMRI)

1. PURPOSE

The purpose of this submission is to request the Acting Secretary for Police Service to note and approve the Memorandum of Understanding entered into between the Civilian Secretariat for Police Service (CSPS) and the Conflict and Forced Migration Research Institute (herein referred to as "CFMRI").

2. BACKGROUND

The CSPS, through its Partnerships Unit, plays an integral role in the establishment and coordination of partners in the fight against crime and violence in South Africa. Among the objects of the CSPS, as contemplated in Section 5 of the Civilian Secretariat for Police Service Act, 2011 (Act. No 2 of 2011), the CSPS is expected to implement a partnership strategy to mobilise role players and stakeholders to strengthen service delivery by the Police Service to ensure the safety and security of communities. The Directorate: Public Private Partnerships has identified CFMRI as one of the key strategic stakeholders to partner with in the fight against crime and

REQUEST FOR APPROVAL OF THE MOU BETWEEN CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS) AND THE CONFLICT AND FORCED MIGRATION RESEARCH INSTITUTE (CFMRI)

violence. It is against this that the MOU is developed to clearly define and outline how the parties will work together and deliver on each one's expectations and responsibilities. It should be noted that the MOU has been vetted by the Chief Directorate: Legislation and their inputs have been considered and effected in the attached MOU.

3. RECOMMENDATION

It is recommended that the Acting Secretary for Police Service notes and approves the Memorandum of Understanding entered into between the Civilian Secretariat for Police Service (CSPS) and the Conflict and Forced Migration Research Institute (herein referred to as "CFMRI").



Ms. P.L Chauke
Acting Director: Public Private Partnerships
Date: 19-June-2023

Recommended/Not Recommended



Dr. M.M Maisela
Acting Chief Director: Inter-Sectoral Coordination and Strategic Partnerships
Date:19-June-2023

REQUEST FOR APPROVAL OF THE MOU BETWEEN CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS) AND THE CONFLICT AND FORCED MIGRATION RESEARCH INSTITUTE (CFMRI)

~~Vetted/ Not Vetted~~

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ADV. D Bell

Chief Director: Legislation

Date: 01/08/2023

Comments:

~~Approved/ Approved with Comments/ Not Approved~~

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Mr. T Ramaru

Acting Secretary for Police Service

Date: 12/08/2023

Comments:



civilian secretariat for police service

Department:
Civilian Secretariat for Police Service
REPUBLIC OF SOUTH AFRICA

**REQUEST FOR APPROVAL OF THE MOU BETWEEN THE CIVILIAN
SECRETARIAT FOR POLICE SERVICE (CSPS) AND GEOPOLITICAL
INTELLIGENCE (GI ADVISORY)**

TLK
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**MEMORANDUM OF UNDERSTANDING
ENTERED INTO BETWEEN
The Civilian Secretariat for Police Service**

whose address is as follows:

268 Lilian Ngoyi Street, Fedsure Building, 8th Floor, PRETORIA, 0001

(Herein represented by Mr T. Ramaru in his capacity as the **Acting Secretary
for Police Service**

AND

Geopolitical Intelligence (GI Advisory)

Whose address is as follows:

462 Rupert Street, Brooklyn, Pretoria, South Africa, 0181

(Herein represented by Maj. (rtd) Lunga Dweba in his capacity as the **Executive
Director**

Collectively referred to as the **“parties”**

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1. PREAMBLE

COGNISANT of the Constitutional mandate of the South African Police Service (SAPS) to protect and secure the inhabitants of the Republic, in terms of the Constitution of the Republic of South Africa, 1996;

WHEREAS the Minister of Police has the central mandate to create a safe and secure environment for all the people in South Africa;

WHEREAS the Civilian Secretariat for Police Service is established in terms of section 4 of the Civilian Secretariat for Police Service Act, 2011 (Act 2 of 2011) has the mission to provide an efficient and effective civilian oversight over the South African Police Service and enhance the role of the Minister of Police.

WHEREAS Geopolitical Intelligence (GI Advisory) is a well vested reputation management and communications agency that develops and implements youth focused innovative public education awareness programmes, using social media and mentors, to reach out to the millennial generation of South Africa.

RECOGNISING the importance of cooperation between the Civilian Secretariat for Police Service (CSPS), the South African Police Services (SAPS), the business sector, civil society formations and communities;

SUPPORTING the integration of and cooperation between the members of the Justice Crime Prevention and Security (JCPS) Cluster; and to engage with and give support to government, on crime related matters by sharing expertise, information, processes, partnerships and technologies, with a mission to contribute to the Minister's primary responsibility of ensuring a safe and secure environment for all people in South Africa.

AND WHEREAS the Parties enter into a Memorandum of Understanding on targeted interventions and now wish to elaborate on and reaffirm their relationship through partnership in implementing crime prevention initiatives

through community outreach, intergovernmental relations, civil society and public private partnership programs; and;

NOW THEREFORE a joint commitment is made to maintain the partnership between the CSPA's Inter-Sectoral Coordination and Strategic Partnerships (ICSP) Directorate and Geopolitical Intelligence (GI Advisory), through the establishment of partnerships, appropriate structures, relationships and approaches aimed at leveraging business support and participation in the implementation of crime prevention initiatives.

2. INTERPRETATION, DEFINITION AND ACRONYMS

Words and phrases used in this Memorandum of Understanding shall, unless the context clearly requires a contrary interpretation have the meanings given below:

2.1 GI Advisory means The Geopolitical Intelligence

with a founding mandate to help contain potential threats of violence and overcome immigration challenges and an operational scope that identifies and analyses areas exposed to violence in order to provide early warning indicators and facilitate peace education.

2.2 "Confidential Information" means any marketing opportunities information or data, irrespective of the form or medium in which it may be stored, that is not in the public domain and that becomes available or accessible to a Party as a consequence of this MOU and that is prohibited from disclosure by virtue of any of the following:

- a. The Promotion of Access to Information Act, 2000 (Act No. 2 of 2000) (PAIA).
- b. Being clearly marked "confidential" and that is provided by one Party to another Party in terms of this MOU.
- c. Being information or data, which one Party provides to the other Party, or to which a Party has access following the Parties' duties under this MOU,

and in which a Party would have a reasonable expectation of confidentiality.

- d. Being information provided by one Party to the other Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party.
- e. Being information, the disclosure of which could reasonably be expected to endanger a life or the physical security of a Person.
- f. Being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party.
- g. Being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party.
- h. The abbreviation "**Confidential**" shall have the corresponding meaning.

2.3 "**GI Advisory**" means Geopolitical Intelligence

2.4 "**CSPS**" means Civilian Secretariat for Police Service

2.5 "**Effective Date**" means the reference to the last date the Parties to this Agreement duly and fully sign the Agreement;

2.6 "**ICSP**" means Inter-Sectoral Coordination and Strategic Partnerships Directorate of CSPS;

2.7 "**JSC**" means the Joint Standing Committee as established in terms of clause 13.1;

2.8 "**JCPS**" Justice Crime Prevention and Security Cluster;

2.9 "**MOU**" means the Memorandum of Understanding;

2.10 "**Parties**" mean; CSPS and GI;

2.11 "**PFMA**" means the Public Finance Management Act, 1999 (Act No. 1 of 1999);

2.12 "**PMT**" means the Project Management Team as established in terms of clause

2.13 "**SAPS**" means South African Police Service;

2.14 "**Working Day**" means a day other than Saturday, Sunday or a day declared a national public holiday in South Africa;

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3. OBJECTIVES OF THE MOU

The objectives of the MOU is to clearly identify the roles and responsibilities of each party, relating to the establishment of a partnership and collaboration on the implementation of crime prevention initiatives as follows:

- 3.1 To action crime prevention initiatives through different programs in communities, with specific focus in areas such as support on Early Warning Systems (EWS), Facilitation peace education as a proactive preventative measure, social upliftment programs, awareness campaigns against anti-social behaviour in communities and promotion of moral regeneration and charter of positive values by all human beings.
- 3.2 To implement crime prevention initiatives through joint programs and contribute to efforts aimed at bringing about sustainable social and economic life especially among young and vulnerable people and also for the community at large.
- 3.3 To ensure that communities are part of the role players on conflict early warning and early response systems on both the regional and national levels, are discouraged from involvement in criminal activities, immigration-related offences, and social unrests, young people in communities are part of the detection, monitoring, analysis and forecasting of risks and possible consequences associated with violent protest and destruction of public property, and are encouraged to be in partnerships on crime fighting activities through community policing initiatives and by becoming ambassadors for safety and security initiatives within their communities.
- 3.4 To ensure that there is joint participation of the Parties in the identification and implementation of programs on and not limited to anti-violent crime strategies and campaigns; and the joint coordination of efforts in the identification of crime related risk behaviour, generating information for raising awareness and advancing knowledge in partnership with other relevant stakeholders.

4 AREAS OF CO-OPERATION

4.1 Parties agree that for the achievement of the objectives of this MOU, they will co-operate on the following goals:

4.3.1 The contribution towards preventing violent crimes, inter-community conflict (i.e. gangsterism, tribalism), and the recruitment of children and the youth to incite and participate in violence and related criminal activities during public unrest.

4.3.2 Address youth and vulnerable people on crime related issues such as gender-based violence, forced migration, anti-social peer group and youth recruitment to commit crimes and acts of violence in communities.

4.3.3 Develop guidelines to be utilised by the Parties and the relevant stakeholders to facilitate the implementation of crime prevention programs in communities, in schools and institutions of higher learning in South Africa.

4.3.4 Conduct joint research where necessary in pursuit of the goals of the MOU.

4.3.5 CSPS and the GI Advisory are each to provide human capital in the implementation of identified and agreed upon action plan focused on the youth and vulnerable people.

4.3.6 Joint planning and program implementation by CSPS and GI in relation to engagements with communities and stakeholders on violent crime prevention initiatives;

4.2 Under this Agreement, both Parties Agree to:

4.2.1 Participate in quarterly meetings set to discuss the implementation of this MOU.

4.2.2 Share data and information as needed to support the planning and implementation efforts of the MOU objectives.

4.2.3 Track and report on youth violent crime prevention programs, their progress and where necessary put timely interventions measures in place;

4.2.4 The Parties agree to identify specific projects that will be jointly implemented. A project plan detailing the nature and particulars of the

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project will be set out in writing and signed by both Parties and will be deemed to have been concluded in terms of this MOU.

4.2.5 The Parties will jointly plan activities, identify areas of needed expertise to support MOU implementation and monitor the implementation of the programs relative to the objectives of this MOU.

4. RESPONSIBILITIES AND EXPECTATIONS

For this MOU, the Civilian Secretariat for Police Service and the Geopolitical Intelligence will jointly serve as the lead parties, responsible for the following:

- 4.1 Convening the work planning meetings on the MOU specific projects;
- 4.2 Co-ordinate planning activities for the MOU objectives' implementation;
- 4.3 Facilitate communication and information sharing; and;
- 4.4 Compile and update project implementation plan.

5 COMMENCEMENT

- 5.1 The MOU shall commence on the Effective Date.
- 5.2 The period of this MOU shall be for five (05) years. There will be an annual review that determines the basis for continuation or termination of this MOU.

6 TERMINATION

- 6.1 The Parties shall have the right to terminate this MOU for any reason whatsoever upon three (3) months' written notice to the other Party.
- 6.2 Parties may further terminate this Agreement, upon thirty (30) calendar days' written notice to the other Party should:
 - 6.2.1 A Party fail to remedy a failure in the performance of its obligations, within thirty (30) calendar days of receipt of such notice, or within such further period as the Parties may approve, in writing; and;

6.2.2 The defaulting party fail to comply with the final decision reached as a result of any conciliation and negotiation proceedings.

6.3 In the event that the MOU is terminated for the reasons above, neither Party shall be held liable for failure to carry out its obligations under this MOU.

7 FINANCIAL MANAGEMENT

The Parties shall execute their respective services and carry out all obligations with diligence, efficiency, in accordance with the PFMA, Good Governance Principles (King IV), best practices and all applicable legislative prescripts.

Parties will, where possible, jointly source and assist with the planning and funding of the identified projects based upon agreed activities. Parties may, subject to available resources, carry the costs of such activities.

8 STANDARD TERMS AND CONDITIONS

Communication

The Parties herein acknowledge the peripheral importance of good communication between each other and shall regularly, as it may be required and necessary:

Deliver to each other by return of post, email, fax or hand all letters, documents, notices and reports.

Whole Agreement

This MOU contains the agreement between the Parties and no representations, warranties, undertakings or promises, of whatever nature or value, 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 either Party against the other Party.

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 in writing and signed by or on behalf of the Parties.

9 IMPOSSIBILITY OF PERFORMANCE

In the event of either of the Parties being unable to perform any of their duties in terms of this MOU and such failure is caused by supernatural acts that includes (but is not limited to) unprotected strikes, blockades, earthquakes, lightning, sabotage, unprotected lockouts, fire, flood and war, which could not be foreseen or overcome, which are beyond the control of the Parties, such failure shall not constitute a breach of the agreement.

10 BREACH OF CONTRACT

Where a Party is in breach of any provisions of this MOU, the non-breaching Party must, within fourteen (14) working days of becoming aware of the breach, notify the other Party in writing to remedy the identified breach within thirty (30) working days, failing which the non-breaching Party shall be entitled to terminate this agreement without prejudice of any other right it may have.

11 DISPUTE RESOLUTION

Any disagreement or dispute arising between the Parties with regard to the implementation, application, interpretation or breach of this MOU shall be settled as follows:

A disagreement must be in writing.

The Parties must initially make all reasonable efforts to settle any such difference or dispute amicably within thirty (30) calendar days through conciliation and negotiation.

12 CONFIDENTIALITY OF INFORMATION

The parties agree that Confidential Information disclosed to the other Party by the disclosing Party shall be used by the other Party solely for the purposes of this MOU.

The Parties shall carry out their obligations hereunder using the same degree of care used in protecting their own proprietary information.

The Parties shall not use the *confidential information* of the other Party for any purpose other than the lawful carrying of their obligations under the MOU.

None of the Parties shall use the **confidential information** or data of the other Party without prior written authorisation for any purpose other than the lawful carrying out of its obligation under this MOU.

Neither Party may make any public statement or issue a press release with regard to any matter related to this MOU without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the prior written approval of the other Party for such a public statement or press release, which consent must not be unreasonably withheld.

13 REPORTING OBLIGATIONS

13.1 The Parties shall establish a Joint Steering Committee (JSC) comprised of the Chief Director: Inter-Sectoral Coordination and Strategic Partnership (ICSP) and the Executive Director of Geopolitical Intelligence (GI Advisory). The JSC shall monitor the implementation of this MOU.

13.2 The Joint Steering Committee shall establish a project management team (PMT) which shall make recommendations to the JSC relating to the implementation of this MOU. The PMT must be represented as follows:

- Two Senior Management Staff from the CSPS; and
- Two Senior Management Staff from GI Advisory

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

13.3 The PMT must consider only matters relevant to the objectives of the MOU as stated in clause 2, 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 case of a deadlock then parties should review the objectives of the agreements which is based on joint community partnership on crime prevention. The MOU represents a working agreement based on community safety initiatives to partner in.

13.4 The PMT shall ensure that sufficient human resources are available to ensure successful implementation of the MOU. The PMT shall monitor progress made and institute corrective action as and when needed.

14 GENERAL

It is agreed that regardless of any name change or change in legal structure of both Parties, the conditions of this agreement shall still be applicable.

The parties will at all times remain independent and separate legally, organizationally and financially and may not act nor bind the other in any way, nor may either Party represent that it is in any way responsible for the acts of the other.

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 company, civic organisation or organ of state in relation to the subject matter of this MOU.

15 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 employees arising out of this MOU.

16. *DOMICILIUM CITANDI ET EXECUTANDI*

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

Civilian Secretariat for Police Service

268 Lilian Ngoyi Street
Fedsure Building, 2nd Floor
PRETORIA
0001

For attention: Mr T Ramaru
Contact Number: 084 803 6107
Email: Takalani.Ramaru@csp.gov.za

Geopolitical Intelligence

462 Rupert Street
Brooklyn, Pretoria
South Africa
0181

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For attention: Maj. (rtd) L Dweba
Tel: +27 (0) 12 004 2023
Fax: +27 (0) 68 169 2276

17. The Parties hereby choose the following aforementioned addresses for the delivery of all general correspondence.


18 Any party may change its address by giving fourteen (14) working days' notice in writing to the other Party (and delivered by registered mail to the other party), provided that the new address includes a physical address in the Republic of South Africa.

IN WITNESS WHEREOF the undersigned approve the terms and conditions of the Memorandum of Understanding.

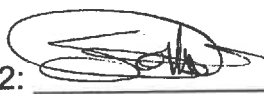
On behalf of the Civilian Secretariat for Police Service (duly authorised)

Name : TAKALANI RAMARU

Title : ACTING SECRETARY FOR POLICE

Signature : 

Witness 1: Emeida Bonyi Bonyi

2:  Selby Rakegale

Signed at PRETORIA on the 06TH day of SEPTEMBER 2023.

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On behalf of Geopolitical Intelligence (GI Advisory)

Name : LUNGA DWETSA

Title : MR

Signature : 

Witness 1:  THORILE CHITIMA

2:  Lungile Zuma

Signed at PRETORIA on the 6th day of SEPTEMBER 2023.

