



civilian secretariat
for police service
Department:
Civilian Secretariat for Police Service
REPUBLIC OF SOUTH AFRICA



NHTKL
National House of Traditional & Khoi-San Leaders

MEMORANDUM OF UNDERSTANDING

ENTERED INTO BETWEEN

THE NATIONAL HOUSE OF TRADITIONAL AND KHOI-SAN LEADERS

Herein represented by **Kgosi Thabo Milton Seatlholo** in his capacity as the **Chairperson of the National House of Traditional and Khoi-San Leaders**

AND

THE CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS)

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

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

RECOGNISING the importance of the promotion and development of cooperation in the field of combating crime;

REALISING that the prevention and combating of crime within communities requires an integrated and focussed approach;

NOTING the cordial relationship that exist between the Parties and the successes which are envisaged to be achieved through ongoing cooperation between the parties;

DESIROUS about enhancing policing within rural communities;

COGNISANT of the duties, functions and responsibilities of the NHTKL and the CSPS;

WHEREAS the Parties jointly wish to collaborate on nation building and social cohesion in order to ensure that the people of South Africa are and feel safe, as per the mandate of the National Development Plan in general and on prevention, and combating of rural crime;

WISHING to formalise and further develop the existing cooperation between the Parties, in the interest of both parties; and

THEREFORE, the Parties agree as follows:

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

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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 imposition of the Parties’ rights or obligations under this Memorandum of Understanding, and in which a Party would have a reasonable expectation of confidentiality;

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;

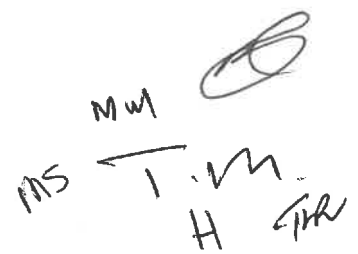
1.5.2.5 being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party; and

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 “**CPF**” means Community Policing Forum.

1.5.4 “**CSF**” means Community Safety Forum.

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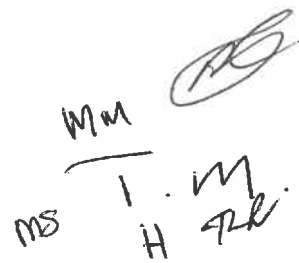


- 1.5.5 “**CSPS**” means Civilian Secretariat for Police Service;
- 1.5.6 “**DTA**” means Department of Traditional Affairs;
- 1.5.7 “**Effective Date**” means the date of last signature on this MOU by either of the Parties.
- 1.5.8 “**JSC**” means the Joint Steering Committee;
- 1.5.9 “**MOU**” means this Memorandum of Understanding,
- 1.5.10 “**NHTKL**” means National House of Traditional and Khoi-San Leaders;
- 1.5.11 “**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);
- 1.5.12 “**PFMA**” means the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 1.5.13 “**PMT**” means Project Management Team;
- 1.5.14 “**SAPS**” means South African Police Service;
- 1.5.15 “**Working Day**” means a day other than a Saturday, Sunday or a day declared a national public holiday in South Africa.

2. OBJECTIVES OF THE MOU

- 2.1 The objectives of this MOU are to:
- 2.1.1 Promote cooperation between National House of Traditional and Khoi-San Leaders and Civilian Secretariat for Police Service in the prevention and combating of crime;
- 2.1.2 promote safe, stable and cordial relationships between children and their parents;
- 2.1.3 improve the life skills of young people through joint social programmes aimed at the steering them away from criminal behaviour;

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- 2.1.4 endeavour to change cultural norms that give rise to violence;
 - 2.1.5 promote gender equality in rural communities;
 - 2.1.6 discourage cultural stereotypes that promote gender based violence and femicide;
 - 2.1.7 identify and address cultural beliefs that lead to violence against women and children;
 - 2.1.8 encourage rural communities to report gender- based crimes of whatever nature to the police; and
 - 2.1.9 participate in activities to rebuild the moral fibre of communities.
- 2.2 To achieve the objectives of this MOU, the Parties undertake to use their best efforts to cooperate in accordance with the provisions of this MOU, acting under their jurisdiction and subject to the domestic laws applicable to the parties.

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. Parties, however, agree that after a period of three (3) years they shall review the MOU for the purpose of ensuring that the MOU continues to serve the interest of both Parties.

4. TERMINATION

- 4.1 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 Party will have the right to terminate this MOU after having exhausted the dispute resolution mechanisms referred to in paragraph 10. Any Party shall have the right to terminate this MOU for any reason whatsoever upon

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three (3) months' written notice to the other Party. Parties, however, agree that either Party may terminate this MOU.

5. AREAS OF CO-OPERATION

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

- 5.1 The traditional leadership will cooperate with CSPS by offering assistance in preventing and combating crime including, but not limited to-
 - 5.1.1 mobilisation of rural communities through existing approved traditional structures;
 - 5.1.2 cooperating with Community Policing Forums, Community Safety Forums and other civil society formations in assisting in the fight against crime;
 - 5.1.3 the development and implementation of Crime Prevention Programmes and Projects in rural communities;
 - 5.1.4 mobilisation of rural communities to participate in the formation and functioning of CPFs and CFS;
 - 5.1.5 encouraging rural communities to participate in the activities of district policing at district level;
 - 5.1.6 enhancing awareness and understanding of legislation as well as safety related mechanisms within rural communities, through safety campaigns and other projects;
 - 5.1.7 establishing and coordinating crime prevention initiatives (community patrollers, rural watch systems, etc.) amongst rural communities;
 - 5.1.8 identification of rural safety challenges and the implementation of preventative measures in cooperation with the SAPS in respect of areas such as, amongst others, substance abuse and domestic violence;
 - 5.1.9 increase rural community awareness on monitoring alcohol consumption in their communities;
 - 5.1.10 increase compliance with liquor license laws by educating and encouraging liquor traders to obtain liquor licenses and persuade those who do not have licenses to comply with the conditions thereof;

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- 5.1.11 identification of liquor outlets which do not comply with approved operating terms and conditions of licence allocated for the said business;
 - 5.1.12 provide for opportunities for making inputs in the process of granting of liquor licenses;
 - 5.1.13 take reasonable steps to organise schools as alcohol and weapons free zones;
 - 5.1.14 establishment and maintenance of contacts points;
 - 5.1.15 participate in programmes aimed at preventing illegal hunting;
 - 5.1.16 participate in programmes aimed at preventing stock theft or cattle rustling;
 - 5.1.17 encourage stock owners to brand and mark their stocks;
 - 5.1.18 encourage stock owners to keep fencing around their livestock, grazing areas, etc.
 - 5.1.19 develop measures to prevent the theft of non-ferrous metals;
 - 5.1.20 dealing with cultural stereotypes that promote gender-based violence and femicide;
 - 5.1.21 dealing with cultural beliefs that lead to violence against women and children;
 - 5.1.22 prevent ritual killings through programmes aimed at educating communities against such killings;
 - 5.1.23 prevention of vigilantism;
 - 5.1.24 promoting safe and lawful customary initiation
 - 5.1.25 address illegal land invasions; and
 - 5.1.26 promoting of safety in teaching and learning institutions.
- 5.2 Parties further undertake to cooperate in the fields of capacity building and training of their personnel on prevention and combating of crime, where necessary.
- 5.3 Conduct joint research in pursuant of the goals of this MOU.
- 5.4 Draft Project Plans for the implementation of programmes which speak to the strategic goals under this MOU.

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- 5.5 Plan activities, implement and monitor programmes which promote the strategic goals under this MOU.
- 5.6 Identify specific projects that are in line with the 8 pillars of the National Rural Safety Master Plan that will be jointly implemented by the Parties. A project plan detailing the nature and particulars of the projects will be set out in writing and signed by all Parties and will be deemed to have been concluded in terms of this MOU.
- 5.7 With due regard to the provisions of clause 5.1, this MOU does not preclude the parties from determining and developing other areas and forms of cooperation with other organisations.

6. FINANCIAL MANAGEMENT


- 6.1 Each party will bear its own costs associated with its areas of cooperation in accordance with this MOU, unless otherwise agreed upon in writing.
- 6.2 Unless otherwise agreed, the costs of meetings will be borne by the receiving party.
- 6.3 Each party will bear its own travel and accommodation costs, unless the parties agree otherwise.
- 6.4 The funding of the activities and projects for the implementation of this MOU will be incurred by either of the Parties involved, depending on either Parties' areas of cooperation and subject to available resources, unless the parties agree otherwise.

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, applicable legislation.

8. REPORTING OBLIGATIONS

- 8.1 The Parties shall establish a Joint Steering Committee ("JSC") to oversee and monitor implementation of this MOU. The JCS will be composed of the Secretary of the National House of Traditional and Khoi-San Leaders or his/her delegate and the Secretary for Police Service or his/her delegate.
- 8.2 The JSC shall establish a Project Management Team ("PMT") which shall make recommendations to the JSC relating to the implementation of this MOU. The

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terms of reference of the PMT must be signed off by the JSC. The PMT will be comprised of members as delegated by the Secretary of the National House of Traditional and Khoi-San Leaders and the Acting Secretary for Police Service

- 8.3 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.
- 8.4 The PMT must consider only matters relevant to achieving the objectives of this MOU, and such other 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 be distributed to all interested parties according to timeframes as set by the JSC.
- 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

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those contained herein, shall be binding or enforceable by one Party against the others.

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

9.4 **Impossibility of performance**

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

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majeure continues to materially prevent or delay performance, any Party shall be entitled to terminate this MOU by giving written notice to the other Parties.

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;

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 Parties.

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.

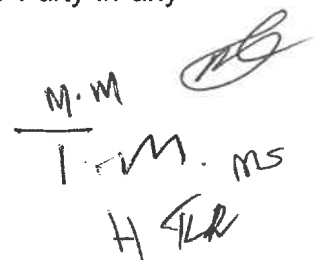
10.4 In the event of the inability of the PMT to resolve the dispute, the dispute must be escalated to the JSC. The JSC will have the final say in the resolution of the dispute. Should the matter not be resolved by the JSC, and the dispute affects the continuance of the MOU, the Parties agree that the 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

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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 Persons 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 employees arising out of this MOU.

13. DOMICILIUM CITANDI ET EXECUTANDI

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

13.1.1 CSPS

Fedsure Forum Building
2nd Floor
258 Lillian Ngoyi Street
PRETORIA
0001
Tel. No: 012 393 2500
Fax No: 012 393 2539

13.1.2 National House of Traditional and Khoi-San Leaders

Pencardia 1, 509 Corner Pretorius and Steve Biko Streets,
Arcadia,
PRETORIA
0002
Tel No : 012 336 5853

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Fax: 086 657 4157

Email: samk@cogta.gov.za

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

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 Party, provided that the new address includes a physical address in the Republic of South Africa

IN WITNESS WHEREOF the undersigned, have signed the Memorandum of Understanding in duplicate in the English language, both texts being equally authentic.

THUS DONE AND SIGNED AT PRETORIA THIS 17th DAY OF MAY 2023.



ACTING SECRETARY FOR POLICE SERVICE

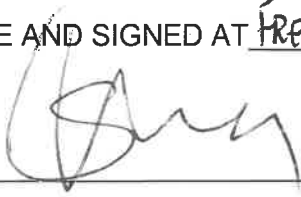
AS WITNESSES:

1.  _____

2.  _____



THUS DONE AND SIGNED AT FREE STATE THIS 28 DAY OF March 2023.



A handwritten signature in black ink, appearing to be 'G. M. M.', written over a horizontal line.

CHAIRPERSON: NATIONAL HOUSE OF TRADITIONAL AND KHOI-SAN LEADERS

AS WITNESSES:

1. M. M. Mthibi

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