

MEMORANDUM OF UNDERSTANDING

ENTERED INTO AND BETWEEN

SOUTH AFRICAN BANKING RISK INFORMATION CENTRE
[Non - Profit Company]
("SABRIC")
[2002/017376/08]

whose address is the following:

SABRIC House, Hertford Office Park, 90 Bekker Street, Midrand

(Herein represented by **Kalyani Pillay** in her capacity as **Chief Executive Officer of SABRIC** and duly authorised thereto)

AND

CIVILIAN SECRETARIAT FOR POLICE SERVICE

whose address is the following:

Civilian Secretariat for Police Service, Van Erkom Arcade, 7th Floor, 217 Pretorius Street, PRETORIA, 0001

(Herein represented by **Mr AP Rapea** in his capacity as **Secretary for Police Service** and duly authorised thereto)

Collectively referred to as the "**parties**"

Handwritten initials:
AAC, JP, PB, SC, TR

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PREAMBLE

WHEREAS the parties share a vision to address bank and CIT crime-related issues including creating public awareness on such crimes, they acknowledge the need to coordinate efforts and, where viable and feasible, resources and expertise, to reduce crime affecting their respective industries/clients and to contribute to the wider national fight against crime in South Africa;

AND since the parties are determined to strengthen cooperation and information exchange between their organisations, they agree to coordinate their efforts and expertise subject to the provisions of the Memorandum of Understanding as recorded below.

DEFINITIONS

For purposes of this Memorandum of Understanding, the following words and expressions have the meaning assigned to them, unless the context indicates otherwise:

"Civilian Secretariat for Police Service" means a national department established in terms of section 4 of the Civilian Secretariat for Police Service Act, 2011 ("Act No. 2 of 2011");

"Crime risk information" means information pertaining to bank and CIT related crime incidents, which impacts on the SABRIC.

"Disclosing party" means either party that discloses information to the receiving party in terms of this Memorandum.

"Effective date" means the date of last signature hereof by the parties.

"Memorandum" means this Memorandum of Understanding.

"SABRIC" means a Non-Profit Company formed by the four major Banks to assist the Banking and Cash in transit companies combat organised bank-related crimes

"SABRIC information products" means products compiled by the SABRIC, based on crime risk information, which provides tactical and strategic overviews, assessments and forecasts of the crime situation within the banking and CIT-industries.

"Receiving party" means the party, other than the disclosing party, to the extent that it receives information from the disclosing party in terms of this Memorandum.

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1. OBJECTIVES OF THIS MEMORANDUM OF UNDERSTANDING

The objectives of this Memorandum include the following:

- 1.1 To enhance collaboration between the parties on bank and CIT crime-related issues including on creating public awareness on such crimes.
- 1.2 To share bank and CIT crime risk information and awareness as provided for in this Memorandum;
- 1.3 To conduct regular meetings between the parties to evaluate feedback from the respective parties
- 1.4 To identify and implement joint initiatives and projects on bank and CIT crime-related issues when necessary.

2. STATUS OF THIS MEMORANDUM OF UNDERSTANDING

- 2.1 This Memorandum is intended to govern the relationship and desired cooperation between the parties.

3. DURATION

- 3.1 Subject to any provisions to the contrary, this Memorandum shall commence on the effective date and remain in full force and effect until terminated in terms of clause 2.2 below.
- 3.2 Either of the parties may cancel this Memorandum by furnishing the other party with thirty (30) days written notice of cancellation.
- 3.3 Any party may terminate or suspend this Memorandum with immediate effect, upon written notice to the other party, should that party be of the opinion that the other party had contravened any of the provisions contained in this Memorandum.

4. CONFIDENTIAL INFORMATION

- 4.1 The information shared in terms of this Memorandum is regarded as confidential information, and represents a valuable, special, secret and unique proprietary asset or interest to the disclosing party that, if disclosed or used contrary to this Memorandum, may cause irreparable loss, harm or damage to the disclosing party.

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- 4.2 The receiving party, therefore, undertakes:
- 4.2.1 To use the same standard of care to protect the confidential information that a reasonable person would use to protect, store and handle his/her own confidential information;
 - 4.2.2 Not to use the confidential information for any other purpose than that which is contemplated in this Memorandum; and
 - 4.2.3 Subject to clause 3.3 below, not to disclose the confidential information to any third party without the prior written consent of the disclosing party.
- 4.3 It shall not be necessary to obtain the disclosing party's prior written consent as contemplated in clause 2.3. above where:
- 4.3.1 SABRIC and the Civilian Secretariat for Police Service disseminates its periodic crime risk information products, in accordance with its mandate and business objectives as outlined in their respective statutory framework and/or
 - 4.3.2 The parties disclose the confidential information on a strictly need-to-know basis to their staff, consultants, professional advisors, directors, and/or representatives. In this regard, the parties shall put adequate measures into place to ensure that all such persons are under a duty of confidentiality, no less onerous than contained in this Memorandum; and/or
 - 4.3.3 The relevant part of the confidential information is already in the general public domain, or becomes available to the general public, through no breach of this Memorandum; and/or
 - 4.3.4 The confidential information is required to be disclosed through the process of law, provided that the receiving party shall:
 - ❖ Where objectively possible, advise the disclosing party in writing prior to such disclosure to enable the disclosing party to take whatever steps it deems necessary to protect its interests; and
 - ❖ Use its reasonable endeavours to protect the confidential information to the widest extent possible in the circumstances, and only disclose that portion of the confidential information, which it is legally required to disclose.
- 4.4 Notwithstanding the effective date of this Memorandum, all provisions relating to the confidential information shall be deemed to be binding on the parties from the first date on which confidential information was disclosed to, and/or acquired by

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the receiving party and likewise these conditions shall also be deemed binding beyond the date of termination of this memorandum.

4.5 The burden of showing that any confidential information is not subject to the obligations of confidentiality contained in this Memorandum shall rest on the receiving party.

4.6 The disclosing party gives no warranty, express or implied, as to the accuracy, completeness or fitness of the confidential information for any purpose.

Signed at MIDRAND on 26/03/2018 by the Chief Executive Officer of SABRIC in the presence of the undersigned witnesses



Kalyani Pillay



Witness



Witness

Signed at PRETORIA on 26/03/2018 by the Secretary for Police Service in the presence of the undersigned witnesses



Mr. Alvin Phumudzo Rapea



Witness



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