



civilian secretariat for police service

Department:
Civilian Secretariat for Police Service
REPUBLIC OF SOUTH AFRICA

Private Bag X922, PRETORIA, 0001, Fedsure Forum Building, 2nd Floor, 268 Lillian Ngoyi Street, PRETORIA
Tel: (012) 493 1400 WEB: www.policesecretariat.gov.za

MINISTRY OF

08 NOV 2024

PRETORIA
POLICE

Enquiries: Dr MM Maisela
Contact: (012) 4931285

SUBMISSION	
TO	Hon. ES Mchunu: Minister of Police
FROM	Mr ST Sibuyi: Secretary for Police Service
SUBJECT	Request for the Minister of Police to Concur with the Signing of the Memorandum of Understanding Between the Civilian Secretariat for Police Service and Black Womxn Caucus .
DATE	29 October 2024

1. PURPOSE

The purpose of this submission is to request the Minister of Police to note and concur for the Secretary for Police Service to sign the Memorandum of Understanding presented herein between the Civilian Secretariat for Police Service (CSPS) and Black Woman Caucus (BWC) herein referred to as (Black Womxn Caucus).

2. BACKGROUND

The Civilian Secretariat for Police Service is established in terms of section 208 of the Constitution of the Republic of South Africa Act 108 of 1996. The role of the CSPS is to provide effective and efficient civilian oversight over the South African Police Service (SAPS) and to enhance the role of the Minister of Police. Among the object of the CSPS, as outlined in the Civilian Secretariat for Police Service Act, 2011 (Act No 2 of 2011) is 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 the communities.

In its role to implement the partnerships strategy the Chief Directorate: Inter-Sectoral Coordination and Strategic Partnerships (ICSP) unit established a partnership with Black Womxn Caucus in the fight Against Gender-Based Violence and Femicide (GBV&F) in South Africa. Established in the wake of the "Fees Must Fall Movement" the mission of Black Womxn Caucus or BWC is to build a broad-based, cross-sectoral, democratic, and efficient feminist

movement to fight against the prevalence of Gender-Based Violence and Femicide (GBV&F) in South Africa. The special focus is to mobilize resources to support self-led feminist movements to successfully defend and advance the human rights of women, girls, and transgender, intersex and other vulnerable people worldwide.

It is in this context 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 the input has been considered and effected in the attached MOU.

3. RECOMMENDATION

It is hereby recommended that the Minister of Police concur with the signing of the Memorandum of Understanding between the Civilian Secretariat for Police Service (CSPS) and Black Womxn Caucus (BWC).


Dr MM Maisela

Director: Public Private Partnerships

Date: 29/10/2024

Recommended/Not Recommended


Mr SB Ntuli

Chief Director: Inter-Sectoral Coordination and Strategic Partnerships

Date: 30/10/2024.

Recommended/Not Recommended


Mr M Ntwana

Acting Chief Director: Legislation

Date: 4/11/2024.

Recommended/Not Recommended



Mr ST Sibuyi

Secretary for Police Service

Date: 07/11/24

Support/ Not Supported



Mr. CC Mathale (MP)

Deputy Minister of Police

Date: 13/11/24

That their internal vetting processes must be followed.

Support/ Not Supported

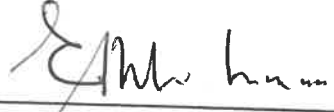


Ms SP. Boshielo (MP)

Deputy Minister of Police

Date: 2024 -11- 18

✓
Concur/ Not Concur



Mr S Mchunu (MP)

Minister of Police

Date: 26/11/24

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

whose address is as follows:

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

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

AND

Black Woman Caucus

Herein referred to as Black Womxn Caucus

CIPC Registration No: 2021/765429/08 NPC

Whose address is as follows:

Suite 7,1st Floor, High Court Building, 9 New Street North, Johannesburg

(Herein represented by Keitumetse Fatimata Moutloatse in her capacity as the

Chairperson and Founder

Collectively referred to as the **"Parties"**

SE KFM

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 (CSPS) is established in terms of section 4 of the Civilian Secretariat for Police Service Act, 2011 (Act 2 of 2011) has the mandate to provide efficient and effective civilian oversight over the South African Police Service for safer and more secure communities through community participation, legislation and policy development.

WHEREAS Black Womxn Caucus (BWC) with a founding mandate to focus on eradicating Gender-Based Violence and Femicide (GBV&F) within the vulnerable groups. BWC (Black Womxn Caucus) advocates for thorough intervention strategies of GBV&F as it manifests itself in various ways such as economic, political, social, physical, geographical, psychological, and physical which reinforces a system that promotes violence against women and children through its organizational structures including Bereka Mosadi, Operation Letsaphala, Tswarapala and Black Girls in Caucus

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; "in order to achieve the objectives of this MOU".

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 in order to contribute to the

CONFIDENTIAL

SF KFM

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 thereof 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 enter into a Memorandum of Understanding between the CSPS's Inter-Sectoral Coordination and Strategic Partnerships (ICSP) Chief Directorate and the Black Womxn Caucus, 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 (MOU) shall, unless the context clearly requires a contrary interpretation have the meanings given below:

2.1 Black Womxn Caucus is a multi-generational Feminist Non-Profit Company that focuses on eradicating Gender-Based Violence and Femicide in vulnerable communities such as informal settlements, and in mobilizing and conducting education for a society free of violence against women and children.

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).

CONFIDENTIAL

- 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, trade secrets, scientific or technical information, 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 “**BWC**” means Black Womxn Caucus
 - 2.4 “**CSPS**” means the Civilian Secretariat for Police Service.
 - 2.5 “**Effective Date**” means the last date the Parties to this Agreement duly and fully sign the Agreement;
 - 2.6 “**ICSP**” means Inter-Sectoral Coordination and Strategic Partnerships Chief 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 this Memorandum of Understanding;
 - 2.10 “**Parties**” mean; CSPS and BWC
 - 2.11 “**PFMA**” means the Public Finance Management Act, 1999 (Act No. 1 of 1999);

CONFIDENTIAL

SK KFM

- 2.12 “**PMT**” means the Project Management Team as established in terms of clause 13.2;
- 2.13 “**SAPS**” means the 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;

3. OBJECTIVES OF THE MOU

The objectives of this 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 collaboration through different programs in communities, with specific focus in areas such as social upliftment programs, awareness campaigns against anti-social behaviour in communities, promotion of moral regeneration and charter of positive values by all human beings Parties shall also collaborate on operation Letsapala to blow whistles against gender based violence and on operation Tshwara Letayela for the purpose of growing food in informal settlements, as well as on efforts to bring an end to GBV.

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 role players in crime prevention activities and are encouraged to be in partnerships thereof through Community Policing initiatives and by becoming ambassadors for safety and security initiatives within their communities.

3.4 To ensure that schools are safer by fighting bullying, sexual violence, substance abuse and teenage pregnancy. To collaborate on efforts to provide clothing/ school uniform to the most disadvantaged communities.

CONFIDENTIAL

3.5 Operation Futhumala initiative is a winter programme aim at assisting learners with winter uniform for the benefit of the most disadvantaged learners in informal settlements, Freshers GBVF program in Universities and Whistle Blowing against GBVF.

3.6 To ensure that there is joint participation of the Parties in the identification and implementation of programs 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:

4.1.1 The contribution towards preventing violent crimes, educating and empowering the most vulnerable members of our society through participatory approaches, to create a growing culture of activism through the involvement of various sectors in society to respond to societal ills and to help create feminist organizing platforms that seek to develop dialogue and consensus around the various manifestations of GBV and its implications on women, children and society at large.

4.1.2 Address youth and vulnerable people on crime related issues such as gender-based violence and femicide, bullying, teenage pregnancy, suicide, and substance abuse.

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

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

CONFIDENTIAL

4.1.5 CSPA and Black Women's Caucus must each provide human capital in the implementation of identified and agreed upon Action Plan focused on the youth and vulnerable people.

4.1.6 Joint planning and program implementation by CSPA and BWC 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 of the MOU objectives.

4.2.3 Track and report on implementation of 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 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.

5. RESPONSIBILITIES AND EXPECTATIONS

For this MOU, the Civilian Secretariat for Police Service and Black Women's Caucus will jointly serve as the lead parties, responsible for the following:

- 5.1 Convening the work planning meetings on the MOU specific projects;
- 5.2 Co-ordinate planning activities for the MOU objectives' implementation;
- 5.3 Facilitate communication and information sharing; and;
- 5.4 Compile and update project implementation plan.

CONFIDENTIAL

6. COMMENCEMENT

- 6.1 The MOU shall commence on the Effective Date.
- 6.2 The period of this MOU shall be for 5 (05) years. There will be an annual review that determines the basis for continuation or termination of this MOU.

7. TERMINATION

- 7.1 The Parties shall have the right to terminate this MOU for any reason whatsoever upon three (3) months' written notice to the other Party.
- 7.2 Parties may further terminate this Agreement, upon thirty (30) calendar days' written notice to the other Party should:
- 7.2.1 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;
- 7.2.2 The defaulting party fail to comply with the final decision reached as a result of any conciliation and negotiation proceedings.
- 7.3 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.

8. 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.

CONFIDENTIAL

9. STANDARD TERMS AND CONDITIONS

Communication

The Parties herein acknowledge the peripheral importance of good communication between each other and shall engage in written or verbal communication 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 constitute the whole 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.

10. 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.

CONFIDENTIAL

11. 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 rights it may have.

12. 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.

13. 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.

CONFIDENTIAL

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.

14. REPORTING OBLIGATIONS

14.1 The Parties shall establish a Joint Steering Committee (JSC) comprised of the Chief Director: Inter-Sectoral Coordination and Strategic Partnership (ICSP) and the Chairperson and Founder of Black Womxn Caucus. The JSC shall monitor the implementation of this MOU.

14.2 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 Black Womxn Caucus

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

14.3 The PMT must consider only matters relevant to the objectives of the MOU as stated in clause 3, 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 initiatives. The MOU represents a working agreement based on community safety initiatives to partner in.

CONFIDENTIAL

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

15. 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 Party.

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.

16. 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.

CONFIDENTIAL

17. 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 S.T. Sibuyi

Contact Number: 082 530 3127

Email: Thulani.Sibuyi@csp.gov.za

Black Womxn Caucus

Suite 7,1st Floor High Court Building,
9 New Street North
Johannesburg
2001

For attention: Ms Keitumetse Fatimata Moutloatse

Tel: +27(0)73 532 6161

Email: kfmoutloatse@gmail.com / info@blackwomxncaucus.org.za

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

19. 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.

CONFIDENTIAL

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 : S.T. Sibuyi
Title : Secretary for Police Service
Signature : [Signature]
Witness 1: [Signature]
2: _____

Signed at Pretoria on the 26th day of November 2024.

On behalf of Black Womxn Caucus

Name : KEITUMETSE FATIMATA MOUTLOATSE
Title : FOUNDER & CHAIRPERSON
Signature : [Signature]
Witness 1: [Signature]
2: [Signature]

Signed at Pretoria on the 29th day of November 2024.

CONFIDENTIAL