

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

SAFETY AND SECURITY SECTOR EDUCATION AND TRAINING AUTHORITY

Represented by: Mr Thamsanqa Mdontswa in his capacity as
Chief Executive Officer of Safety and Security Sector Education and
Training Authority

Duly authorized thereto

(Hereinafter referred to as **SASSETA**)

AND

Civilian Secretariat for Police Service

Represented by: Mr ST Sibuyi
in his capacity as Secretary for Police Service:

Duly authorized thereto

(Hereinafter referred to as **CSPS**)

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1. PREAMBLE

Whereas the parties to this MOU, namely Safety and Security Sector Education and Training Authority (SASSETA) and the Civilian Secretariat for Police Service share the vision to realize the National Skills Development Plan (NSDP) as well as building capacity and skills development within the Safety and Security Sector, by entering into a partnership agreement.

The Parties agree that this partnership will contribute to the achievement of both parties' strategic objectives in relation to skills development for South African citizens.

And whereas SASSETA is one of South Africa's Sector Education and Training Authorities' established in terms of the Skills Development Act, 1998, as amended and is classified as a Public Entity, under schedule 3A under the Public Finance Management Act, 1 of 1999. SASSETA is mandated to develop Sector Skills Plan for the Safety and Security Sector.

SASSETA will collaborate with the Civilian Secretariat for Police Service towards the skills development for personnel and unemployed youth of the Civilian Secretariat for Police Service on the areas of collaboration contained in this MOA.

NOW THE PARTIES AGREE AS FOLLOWS:

2. INTERPRETATION

In this Memorandum of Understanding (MOA), unless clearly inconsistent with or otherwise indicated by the context:

"Effective date" means the 1st of June 2024, irrespective of the date of signatures on the Agreement.

"DHET" means the Department of Higher Education and Training.

"Joint Coordinating Committee" means the Committee established by SASSETA and Civilian Secretariat for Police Service to implement this MOA.

NSDP means National Skills Development Plan.

"Party or parties" refers to SASSETA and the Civilian Secretariat for Police Service.

"PFMA" means Public Finance Management Act no 29 of 1999.

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- iii. Making a financial contribution to SASSETA in terms of the Skills Development Levies Act and subsequent Cabinet decision on the payment of a Skills Development Levy by Public Departments, to provide for funding of SASSETA funded skills development projects within Civilian Secretariat for Police Service, as well as co-funding for administration of SASSETA skills development project.
- 3.2. The Parties enter into this MOU as independent entities and no party may profess to represent any other party, save with the written consent of the other party.
 - 3.3. The parties retain the right to enter into other contractual arrangements with third parties for the execution of specific projects. Nothing in this MOU shall be prejudicial to such arrangements.
 - 3.4. Except as expressly set out in this MOU, no party shall have any additional obligation to the other party unless such obligations are set out in a separate Project Agreement/Programme letter signed by both parties. All project Agreements/Programme letters will be attached to this agreement as an annexures.

4. GUIDING PRINCIPLES

The following guiding principles will guide the implementation of this MOA:

- 4.1. Collaboration and cooperation.
- 4.2. Accountability.
- 4.3. Honesty.
- 4.4. Service delivery.
- 4.5. Impact.
- 4.6. Mutual understanding and respect for each party's legislative mandate.
- 4.7. Quality.
- 4.8. Effectiveness and efficiency.
- 4.9. Equity and Transformation.

5. DURATION

- 5.1. This MOA shall commence on the Effective Date (01 June 2024) and remain in full force until 31 March 2030.

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- 5.2. This MOA may be terminated by mutual consent or by either party giving 30 days written notice in advance.
- 5.3. Any termination in terms of this clause shall not affect separate Project Agreements in force at such time.

6. COSTING

- 6.1. SASSETA's monetary costs in terms of funding of any learning programmes under this MOA shall be determined by the SASSETA Discretionary Grant Policy.
- 6.2. The Discretionary Grant Policy and Processes will be followed in the awarding of discretionary grants.
- 6.3. A Discretionary Grant contract will be entered into between SASSETA and Civilian Secretariat for Police Service per project that may be awarded in terms of this agreement.

7. RESPONSIBILITIES OF THE PARTIES IN TERMS OF THE MOA

The two parties shall contribute towards the successful implementation of this MOU through the mechanism of a Joint Coordinating Committee established in terms of paragraph 7.3 (a) below, which will discuss, *inter alia* the following roles and responsibilities:

7.1. SASSETA's role and responsibilities:

- a. In pursuance of NSDP targets SASSETA will make provision for awarding of various programs for the employed and unemployed learners, from with CSPS and within the Safety and Security Sector in general.
- b. Provide the Civilian Secretariat for Police Service with all DHET and SASSETA governing policies, instructions and other documentation deemed vital for implementation of this MOA in relation to learner funding and reporting;
- c. Provide access to facilities for research and other related purposes;
- d. Co-ordinate stakeholders' meetings where necessary to introduce the Civilian Secretariat for Police Service to relevant third parties;

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- e. Source funding for specific projects identified by the Joint Coordinating Committee which will be the subject of separate Project Agreements and/or Programme letters;
- f. Provide support and capacity building to the Civilian Secretariat for Police Service in identified areas;
- g. Identify areas needing transformation and equity;
- h. Provide the Civilian Secretariat for Police Service on request with information on its sector that is within the possession of SASSETA;
- i. Implement its annual performance plans and to submit plans and reports to the agencies appointed to audit its activities in the format and dates set by such agencies and;
- j. Manage its financial affairs in terms of the PFMA and Treasury Regulations.
- k. To respond to any written enquiry from Civilian Secretariat for Police within 15 working days or, if this is not reasonably practicable, to provide Civilian Secretariat for Police with a reasonable time-table to deal with the enquiry.
- l. SASSETA will set aside a budget at its own discretion to implement approved projects/programmes according to this agreement. Such projects/programmes must contribute to SASSETA annual performance targets.

7.2. Civilian Secretariat for Police Service role and responsibilities:

- a. To consult SASSETA on all relevant policy and procedural matters that might affect the functions of SASSETA in terms of this MOA.
- b. To promote the interest of SASSETA as may be reasonable and appropriate.
- c. To respond to any written enquiry from SASSETA within 15 working days or, if this is not reasonably practicable, to provide SASSETA with a reasonable time-table to deal with the enquiry.
- d. To provide feedback to SASSETA when Civilian Secretariat for Police Service is of the view that SASSETA is under-performing.
- e. To provide corrective advice and guidance to enable SASSETA to perform its functions.
- f. To annually pay up to 30% of the 1% (Payroll) of the salary bill to SASSETA as its contribution in terms of skills development levy by public departments.

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7.3 Role of the Joint Coordinating Committee

- a. A Joint Coordinating Committee will be established by the Parties with the objective of managing all aspects of this agreement.
- b. With effect from the effective Date, the parties shall be entitled to appoint two (2) representatives to the Joint Coordinating Committee, and to replace such appointees from time to time.
- c. Each party shall advise the other party of the name of its representatives on the Joint Coordinating Committee within thirty (30) days after the Effective Date and shall advise the other party of any change in such appointment from time to time.
- d. The Parties acknowledges that –
 - i. Other experts and/or relevant stakeholders can be invited to attend meetings as determined by the parties.
 - ii. The chairperson of the Joint Coordinating Committee shall be appointed by SASSETA.

8. AMENDMENTS AND VARIATION TO THE MOA

No amendments of this MOA, variation, waiver, relaxation, or suspension of any of the provisions, thereof shall have any force or effect, unless reduced to writing and signed by both parties.

9. IMPLEMENTATION OF THIS MOA

Where SASSETA is funding or acting as project sponsor and funder, the policies of SASSETA with respect to funding and project governance shall apply as outlined in the funding agreement.

10. CONFIDENTIALITY

10.1 For the purpose of this clause, "Confidential Information" means specifications, drawings, circuit diagrams, tapes, discs and other computer-readable media, documents, information, technical and commercial data, techniques and know-how.

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10.2 The Parties hereto recognize that information, agreed or noted by the Parties to be confidential, may be passed from one Party to another for the purpose of the collaboration, and that Confidential Information may also arise from the collaboration.

10.3 The Parties undertake to treat the Confidential Information as strictly confidential, not to divulge to any third party or sell, trade, publish, reproduce or reverse engineer any of the Confidential Information and not to put in use for any purpose unrelated to the Collaboration, in any manner, any Confidential Information without the disclosing Party's prior written consent,

10.4 The obligation of confidentiality of this clause shall not apply to information which:

- i. is in the public domain;
- ii. is required in Parliament;
- iii. is disclosed to the Party or Parties by another party entitled to disclose the information;
- iv. the Parties hereto agree to release; or
- v. is required to be disclosed by law.

10.5 The Parties hereto shall take due precautions to ensure that their staff and any person acting on their authority undertake the above obligations of confidentiality.

10.6 Each Party may not divulge, and will ensure that any of its employees or agents do not divulge to any person, other than the duly authorised representatives of the other Parties and its own staff, and only if this is necessary for the proper rendering of the services under the MOU, any Confidential Information arising out of the Collaboration, without the prior written authority of the other Party.

11 LIABILITY

11.1 SASSETA shall not be liable for any action, omission, commission by Civilian Secretariat for Police Service or the Joint Coordinating Committee's representative or stakeholder executing any function related to this MOA.

11.2 Civilian Secretariat for Police Service shall not be liable for any action, omission, commission by **SASSETA** or any Joint Coordinating Committee's representative or stakeholder executing any function related to this MOA.

12 BREACH

In the event of any party not performing its obligations as set out in this MOA, the aggrieved party shall give the defaulting party written notice detailing such failure. Upon receipt of such notice the defaulting party shall have seven days from the date of receipt of such notice to remedy the defect. In the event the defaulting party failing to remedy a defect within seven days after receiving written notification, the aggrieved party shall have the right to in its discretion, to declare a dispute and to pursue any remedies available to it for such breach in terms of this MOA. Any party can request an extension of time to remedy the breach.

13 DISPUTES

13.1 A dispute shall be deemed to have arisen when either Party notifies any other Party in writing to that effect.

13.2 The Parties shall use all reasonable efforts to resolve any dispute that may arise under this MOA through good faith negotiations. Each Party shall nominate a senior representative of its management to meet at a mutually agreed location to resolve the dispute.

13.3 Cost of the arbitration process will be determined by the arbitrator, unless otherwise agreed to by the parties.

14 INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF MATERIAL

14.1 The ownership of background intellectual property existing prior to the commencement of this MOA will be and remains unaffected hereby.

14.2 The rights of ownership of foreground intellectual property will be managed in accordance with the provisions of the Intellectual Property Rights from Publicly Financed Research and Development Act, 2008 (Act No. 51 of 2008).

15 COMMUNICATION

All communication at an operational level between both parties shall be communicated via delegated authority. However, where the project in motion is unable to progress for any reason the accounting officers of both parties shall communicate directly with one another.

16 DOMICILIUM CITANDI ET EXECUTANDI

16.1 The parties choose the following addresses as their domicilia citandi et executandi for all purposes of communication and in connection with this MOA.

SASSETA

The Chief Executive Officer

74 Waterfall Drive

Waterfall Corporate Campus

Midrand

2090

Contact Number (011) 087 5500

And

Civilian Secretariat for Police Service

268 Lilian Ngoyi Street

Fedsure Forum Building

2nd Floor

PRETORIA

Contact Number (012) 493 1400

16.2 Any party may by written notice to the other party change its domicile citandi et executandi to another physical address in the Republic of South Africa, provided that the change shall become effective on the seventh day after the receipt of the notice.

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17 GENERAL

17.1 The Parties do not intend that any agency or partnership relationship be created between them by this MOA and no Party may bind any other Party in any other way.

17.2 All additions or modifications to this MOA must be made in writing and must be executed by all Parties.

17.3 No Party may assign or cede any benefit, obligation, or interest they may have in this MOU to any other person without the prior written consent of the other Parties.

17.4 No Party is regarded as having waived, or is precluded in any way from exercising any right under or arising out of this MOU by reason of such Party having at any time granted any extension of time for, or having shown any indulgency to, the any other Party with reference to any performance of any obligation under this MOU, or having failed to enforce, or delayed in enforcing any right of action against the other Party.

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[Signature]

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Duly executed and signed at Prefora On the 25th Day of June 2024


For and on behalf of Civilian Secretariat for Police Service

Witness 1: 

Witness 2: 

Duly executed and signed at 28 Midrand On the 18 Day of June 2024


For and on behalf of SASSETA

Witness 1: 

Witness 2: Kemboferi