

# **MEMORANDUM OF UNDERSTANDING**

ENTERED INTO BETWEEN

## **THE CIVILIAN SECRETARIAT FOR POLICE SERVICE**

Herein represented by Mr AP Rapea in his capacity as Secretary for Police Service responsible for Civilian Oversight over the South African Police Service

AND

## **AN ASSOCIATION FOR ALCOHOL RESPONSIBILITY AND EDUCATION**

(Hereinafter referred to as "Aware!Org")

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**1. PREAMBLE**

**COGNISANT** of the Constitutional mandate of the 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 208 of the Constitution of the Republic of South Africa Act 1996 (Act No. 108 of 1996) 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** the Association for Alcohol Responsibility and Education NPC, registration number 2014/064732/08, a limited liability non-profit company duly incorporated in South Africa

**RECOGNISING** the importance of cooperation between the Civilian Secretariat for Police (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; the mandate is to engage with and give support to government, on crime related matters and with a mission to become a key strategic partner with the Ministry of Police in dealing with crime by sharing expertise, information, processes, partnerships and technologies resident in business.

**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 relation, civil society and public private partnership programs; and

**NOW THEREFORE** a joint commitment is made to maintain the partnership between the Civilian Secretariat for Police Inter-Sectoral Coordination and Strategic

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Partnerships (ISCSP) directorate and Aware.org, 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, DEFINITIONS 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 "Calendar day" means any day; unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;

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.

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

2.4 "**JSC**" means the Joint Standing Committee as established in terms of clause 8.8.1;

2.5 "**Ministry**" means the Ministry of Police, its entities including but not limited to the South African Police Service, Independent Police Investigative Directorate, Civilian Secretariat for Police Service, Directorate for Priority Crime Investigation, Firearms Appeal Board and Private Security Independent Regulatory Authority;

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

2.7 "**Aware!Org**" means Association for Alcohol Responsibility and Education

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

2.9 "**ISCSP**" means Inter-Sectoral Coordination and Strategic Partnerships

2.10 "**SAPS**" means South African Police Services


2.11 "**NDP**" means the National Development Plan;

2.12 "**Parties**" mean the Ministry of Police and the Aware!org collectively, and Party means either one of them;

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

2.14 "**PM7**" means the Project Management Steering Committee as established in terms of clause 8.8.2;

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implementation will be actioned through different programs focusing on business and financial related crimes.

3.2 The goal of this MOU is to implement crime prevention initiatives through joint programs and contribute to efforts aimed at bringing about sustainable social and economic life, especially in the alcohol sector and also for the community at large.

3.3 The partnership established by this MOU seeks to ensure that businesses are aware of the effects of crime, discouraged from involvement in criminal activity through the implementation alcohol related crime campaigns, encouraged to join forces with the South African Police Services in crime fighting activities through community policing initiatives and become ambassadors for safety and security initiatives within their small business communities.

3.4 The MOU seeks to ensure that The Secretary for Police Service is involved in initiatives through the implementation of the anti-crime campaign strategies; that the parties jointly coordinate efforts for the identification and invitation of all other relevant stakeholders to directly participate in the campaigns and programs and that they jointly design and implement exit programs together with other relevant stakeholders to keep anti-crime campaigns launched functional.

#### 4. DURATION OF THIS MOU


This MOU shall come into effect upon signature by both parties and will remain in force for five years and may be renewed by mutual written consent of both parties.

#### 5. GENERAL

This MOU therefore provides a framework for


5.1 Integration and alignment, horizontally throughout the various JCPS Government Departments, and vertically within the various components of SAPS, CSPPS, Aware.org and liquor traders.

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- 5.2 assisting the Civilian Secretariat for Police Service and SAPS in identifying and designing an effective value chain through the various components and divisions that make up the organization, that will transform the organisation's partnerships strategy with liquor traders and thus effective police service;
- 5.3 providing solutions to crime prevention initiatives and anti-crime project management support to the Minister of Police as a key component of the JCPS government structure, to ensure that the value chain on both horizontal and vertical levels, is operating more effectively;
- 5.4 providing support to the Minister of Police, on appropriate governance models and best practices that should be put in place, to manage policing of liquor traders and generally alcohol related crimes more effectively through COPS and Aware.org activities in communities
- 5.5 leveraging skills and capacity from Aware.org by facilitating the identification and utilisation of skills and resources, as may be required to implement joint programs with COPS and partnership programs conducted together;
- 5.6 establishing strategic partnerships with Aware.org liquor traders, communities and other government departments to support the initiatives of the Minister of Police in the fight against alcohol related crime;
- 5.7 jointly identifying key interventions and project areas for implementation and the continuance of existing projects;
- 5.8 putting in place monitoring and evaluation mechanisms to ensure the institutionalization and sustainability of the best practices that have emanated from this partnership; and
- 5.9 Providing a strong foundation from which the value chain within the Ministry of Police can function more effectively and efficiently, to uplift the profile of the police in the eyes of South Africans as well as the investor community in the fight against irresponsible alcohol consumption and related crimes.

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## **6. ROLES AND RESPONSIBILITIES**

The roles and responsibilities undertaken by each of the participants to this MOU are set forth below and will be carried out through a joint project steering committee that will be responsible for planning, implementation and monitoring and evaluation of activities to be implemented.

### **6.1 THE CIVILIAN SECRETARIAT FOR POLICE SERVICE**

- a) Will work jointly with Aware.org to launch and roll out campaigns and programs against alcohol abuse and misuse as would be informed by the hotspots areas and intervention needs.
- b) Assist in drawing in other relevant departments for purposes of the implementation of related campaigns.

### **6.2 AWARE!ORG**

Spearhead the campaigns from the liquor trading side in partnership with the CSPS through:

- a) Undertake joint projects in support of the National Development Plan,
- b) strengthening the criminal justice system through input into alcohol Policies, Acts and Bills;
- c) adopting an integrated approach to building safer communities by facilitating responsible alcohol consumption and trading
- d) strengthening community participation in alcohol harm reduction initiatives by supporting training of young people in life skills
- e) ensure and enhance the alignment of programs for responsible liquor trading and activities to the strategic objectives of the CSPS and the Minister of Police;
- f) explore and utilise the expertise, information, processes and technologies resident in the Aware.org community, to enhance the initiatives to fight crime.

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- g) utilize Aware.org partnerships with liquor traders to promote the alcohol related crime campaigns, strategies and programs throughout the country.
- h) compile brochures and other materials for publicizing and promoting the partnership between the CSPS and Aware.org through the implementation of alcohol harm reduction campaigns and programs.
- i) Incorporate programmes of aware.org with a view to creating awareness among all shareholders and stakeholders to reduce alcohol harm and the consequential effects including but not limited to crime prevention.


The Parties acknowledge that --

- 6.3 nothing in this MOU derogates from the command over and control of line functionaries of the Minister of Police;
- 6.4 Government has a mandate to develop strategic priorities and plans and that the Minister of Police has the right to decide on the engagement with such priorities within an accountability framework, in terms of the Public Finance Management Act, 1999 (Act No 1 of 1999);
- 6.5 Aware.org is governed by the Board of Directors comprising of liquor manufacturers, producers, manufactures and retailers representing industry and commerce and including members, executives and office bearers from the corporate world in South Africa; and
- 6.6 They are committed to undertake agreed collaborative projects in line with the strategic priorities of the participants to this MOU and to support projects already initiated.

## 7. STRATEGIC COMMITMENTS

- 7.1 The commitment between CSPS, Minister of Police and Aware.org focus on the provision of strategic support for --

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- (a) The launch and the implementation of alcohol harm reduction campaign programs;
- (b) Projects undertaken by the CSPA and Aware.org in terms of the Memorandum of Understanding entered into by the Parties
- (c) New projects and initiatives agreed to by the Parties from time to time.

7.2 The projects and initiatives identified through this MOU will enable the following strategic outcomes:

- (a) An enhanced Criminal Justice System;
- (b) Effective communication and integration between the Ministry of Police, the Department of Justice and Constitutional Development; Department of Basic Education, Department of Social Development, Department of Small Business and Liquor traders
- (c) Operational support related to campaigns, police capacity and capacity building;
- (d) Systematic and operational improvements in both government and liquor traders and the alignment of the two;
- (e) Partnership assistance and support to the SAPS and its partners; and
- (f) Such other programs and outcomes as may be jointly identified by the Parties.

## 8. IMPLEMENTATION OF THE MOU

The Parties agree that this MOU will be implemented upon signature by both parties and the projects to be undertaken in terms of the MOU will be evaluated and the parties will jointly agree on the continuation or suspension of such projects.



### **8.1 Governance Structures**

In order for Aware.org to align itself with the approaches of the CSPS and to enhance Aware.org's role as a strategic partner in combating crime, alcohol abuse and misuse, the parties agree to attend at least two strategic meetings as per invitation

### **8.2 Quarterly Steering Committee Review Meetings:**

The Parties agree to hold quarterly review meetings, which will be jointly chaired by the CSPS' Partnerships Chief Director unit and the Chief Executive Officer of Aware.org or appointed executive official in good standing. The quarterly review meetings will be attended by —

- (a) a delegation from the CSPS including the programme manager and his/her project managers and any other member(s) required by the Secretary for Police Service; and
- (b) a delegation from Aware.org including the project manager(s) and any other member(s) required by the Chief Executive Officer

### **8.3 Quarterly Steering Committee**

The mandate of the Quarterly Steering Committee review meetings will be to:

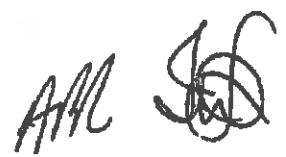
- (a) Identify all projects and initiatives to be jointly undertaken under this MOU;
- (b) Assess the status of programmes and projects within the framework of this MOU and give guidance to the programme manager and project managers with regard to the implementation of the respective programmes and projects;

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- (c) Consider progress reports and presentations by the respective project managers;
- (d) Discuss anti-crime campaigns; related policing developments; approaches to crime prevention initiatives and to identify areas of engagement; and
- (e) Address any issues that require support and alignment of Aware.org and the CSPS.

## **9. DESIGN, IMPLEMENTATION AND GOVERNANCE OF PROJECTS**

- 9.1 Each Party will appoint a dedicated programme manager to oversee and manage the projects and initiatives undertaken in terms of this MOU. The programme managers will be accountable to the Secretary for Police and the Chief Executive Officer of Aware.org, respectively;
- 9.2 The respective programme managers will prepare quarterly operational progress reports to be submitted to the Ministry of Police; the Secretary of Police and the Chief Executive Officer of Aware.org, to be tabled at the quarterly review meetings.
- 9.3 The Parties will appoint dedicated, and appropriately skilled and knowledgeable project manager(s) within the Civilian Secretariat for Police and Aware.org for each of the projects undertaken in terms of this MOU. The project managers will be accountable to the programme managers and will:
  - (a) ensure that each project is clearly defined and has a joint project team consisting of representatives from both Parties, that is established to run and manage the identified projects;
  - (b) Oversee the work performed by the joint project teams and identify disparities, obstructions and challenges that may arise; and

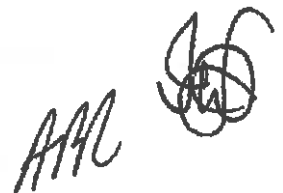


## **10 MONITORING AND EVALUATION**

- 10.1 The programme managers will jointly develop tangible outcomes linked to the Strategic Plan and the Annual Performance Plan of the Civilian Secretariat for Police and Aware.org, to be achieved over the period determined for the completion of the specific projects identified.
- 10.2 Periodic assessments will be done, quarterly, or as and when necessary, to ensure effective and efficient projects.
- 10.3 The programme managers will develop a suitable and practical Project Management Framework and Methodology (PMFM) to be approved by the Steering Committee.
- 10.4 Monitoring and evaluation will be done by the programme managers to ensure:
  - 10.4.1 That the project activities do not deviate from the project plans and the strategic objectives of both Parties;
  - 10.4.2 That project resources are acquired and utilised as prescribed in the project plans;
  - 10.4.3 That project activities are conducted within the agreed timelines;
  - 10.4.5 That there is validity and reliability of the project management methodology and its outcomes;

## **11. FINANCES**

- 11.1 The Parties shall execute their respective services and carry out all obligations with diligence, efficiency, in accordance with generally accepted regulations such as the PFMA, Good Governance Principles (King IV) and best practices.

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11.2 The Parties agree to identify specific projects that the Parties will jointly implement. 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.

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

11.4 The financial obligations of each party will be subject to financial directives applicable to each party.

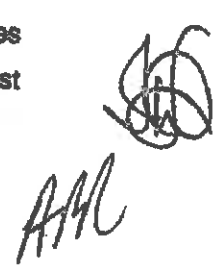
11.5 All financial transactions will be subject to audit through the regulatory instruments applicable to both the private and public sector financial management.

## 12. CONFIDENTIALITY

12.1 The Parties expressly undertake to keep confidential and not to disclose to any person, the information handed over to each other during the implementation of this MOU all information relating to the business operations and affairs of the other, without the prior written consent of each other, which consent may be withheld.

12.2 For the purpose of this clause, confidential information means all know-how information, data and other material written or unwritten, relating to this MOU and the projects and initiatives undertaken in terms of this MOU, that may be disclosed by each Party before, or after the date of conclusion of this MOU.

12.3. No announcements of any nature whatsoever will be made by or on behalf of a Party relating to this Agreement without the prior written consent of the other Party, save for any announcement or other statement required to be made in terms of the provisions of any law or by the rules of any recognised securities exchange, in which event the Party obliged to make such statement will first

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consult with the other Party in order to enable the Parties in good faith to attempt to agree the content of such announcement, which (unless agreed) must go no further than is required in terms of such law or rules. This will not apply to a Party wishing to respond to the other Party which has made an announcement of some nature in breach.

12.4 Confidential information will not include information that:

- a. was known to the receiving party prior to disclosure thereof;
- b. is, or becomes public knowledge through no fault of the receiving party; and;
- c. comes to the knowledge of the receiving party as a result of disclosure by a third party.

12.5 This clause shall remain in force for a period of two (2) years after the termination of this MOU.

### 13. DISPUTE RESOLUTION

The parties shall use reasonable efforts to resolve any dispute that may arise under this MOU through good faith negotiations and amicably by way of mutual agreement.

### 14. GOVERNING LAW

This MOU shall be governed by the laws of the Republic of South Africa.

### 15. TERMINATION

The MOU may be terminated by either Party by one month's written notice.

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**16. NOTICES AND DOMICILIA**

16.1 The parties choose as their *domicilia citandi et executandi* their respective addresses set out in this clause for all purpose addresses all processes and notices arising out of or in connection with this agreement, its breach or termination, may validly be served upon or delivered to the parties.

16.2 For purpose of this agreement the parties' respective addresses shall be:

Civilian Secretariat for Police Service  
Van Erkom Arcade  
7<sup>th</sup> Floor  
217 Pretorius Street  
PRETORIA  
0001

AWARE.ORG  
1<sup>st</sup> Floor Athol Towers  
129 Patricia Road  
Sandown  
Sandton

16.2 If posted by prepaid registered post be deemed to have been received by the addressee on the eighth (8<sup>th</sup>) day following the date of such posting; unless the contrary is proved;

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16.3 If delivery by hand be deemed to have been duly received by the addressee on the date of delivery; and

16.4 Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

#### 17. VARIATION

No addition to or variation, consensual cancellation or novation of this MOU and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

#### 18. AMENDMENT

This MOU may be amended or modified only by written agreement of the Parties.

#### 19. WHOLE AGREEMENT

This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representatives or warranties between the parties regarding the subject matter hereof other than that set out herein are binding on the parties.

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

On behalf of CSPA (duly authorised)

Name : ALVIN PHUMUDZO RAHEA

Title : SECRETARY FOR POLICE SERVICE

Signature :

Witnesses 1:

2:

Signed at ..... PRETORIA on the 30 day of SEPTEMBER 2018.

On behalf of Aware.org (duly authorised)

Name : INGRID LOUW

Title : CHIEF EXECUTIVE OFFICER

Signature :

Witnesses 1:

2:

Signed at ..... SANDTON on the 2nd day of OCTOBER 2018.