



**METROPOLITAN**

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



## **MEMORANDUM OF UNDERSTANDING**

**ENTERED INTO BETWEEN**

### **CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS)**

Represented by Mr S.T Sibuyi

In his capacity as the Secretary for Police Service

Duly authorized thereto

**AND**

### **METROPOLITAN LIFE**

Represented by Mr Thabo Matime

In his capacity as the Head: Market Development

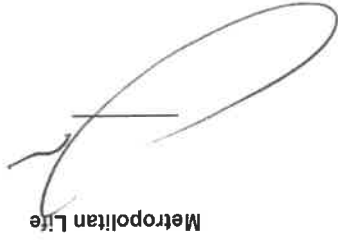
Duly authorized thereto

## **PREAMBLE**

### **Whereas**

The Department (CSPS) is firmly committed to its employees and recognizes the importance of human capital in fulfilling its mandate.

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**Whereas** Employees experience emotional, financial, family, relationship and other problems/ challenges on a day-to-day basis. These challenges are inclusive of diversity, equity, inclusion, and belonging. The Department fully recognizes the impact of these challenges on the workforce.

**Whereas** BLUEPRINT a Metropolitan life component will enable the Department to organize Blue Print its employees to live a fulfilling life and well-balanced lifestyle, and build a knowledge base so that they're able to make the right financial decisions.

**NOW THEREFORE the parties seek to regulate their relationship by entering into this Memorandum of Understanding.**

## **1. INTERPRETATION**

1.1. In this MOU, unless the contrary is clearly indicated -

1.1.1 reference to the singular includes the plural and vice versa.

1.1.2 reference to natural persons includes legal persons (incorporated or unincorporated) and vice versa.

1.1.3 any reference to an enactment is to that enactment as at the date of signature of this MOU and as amended or re-enacted from time to time.

1.1.4 if any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party then the same effect must be given to it as

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any other substantive provision in this MOU notwithstanding that it is in the definition clause or used as a definition in any other clause of this MOU.

1.1.5 any number of days that are prescribed must be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday, or South African public holiday, in which case the last day is the next day which is not a Saturday, Sunday or South African public holiday.

1.1.6 if there is any conflict between figures referred to in numbers and in words then the reference in words must prevail.

1.1.7 if any term is defined within the context of any clause, then the term so defined bears that defined meaning for all purposes in terms of this MOU, notwithstanding that that term has not been defined in the definition clause, unless it is clear from the clause in question that the defined term applies to that clause only.

1.1.8 reference to a day, month or year is construed as a Gregorian calendar day, month, or year.

1.1.9 expiry or termination of this MOU does not affect any provision of this MOU that expressly provides for its operation after expiry or termination of this MOU or which of necessity must continue to have effect after expiry or termination of this MOU, notwithstanding that the provision itself does not expressly provide for this.

1.1.10 the rule that an MOU is interpreted against the party responsible for the drafting or preparation of the MOU does not apply.

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## 2. COMMENCEMENT AND DURATION

- 2.1. Notwithstanding the date of signature of this Memorandum of Understanding, the Agreement shall commence on the 01 April 2025 and renewable every 3 years.

- 2.2. The parties may conduct a review prior to agreeing to extend the MOU, where a portfolio of evidence will be compiled.

- 2.3. Should clause 2.2. be fulfilled to the satisfaction of both parties, the MOU may be extended.

- 2.4. This MOU may be terminated at any time by either party giving the other party one month written notice with reasons of the intention to do so.

- 2.5. Provision for the drafting of an annual implementation plan with specific projects/initiatives for the year.

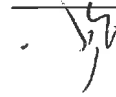
## 3.

### OBLIGATIONS OF THE DEPARTMENT

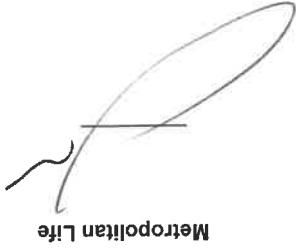
The Civilian Secretariat for Police Service shall:

- 3.1. Provide an easily accessible space that will enable Metropolitan Life to set up a Metropolitan-branded kiosk and to engage in private conversations with employees.
- 3.2. Management to convene to manage the agreement and action from MOU.

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- 3.3. Develop an Action Plan to outline the collaboration on aspects pertaining to the implementation of the Integrated Crime and Violence Prevention Strategy.
- 3.4. Share with Metropolitan Life, relevant Pillar in the ICVPS project that can be used for marketing and awareness.
- 3.5. Identify safety programs that Metropolitan Life can participate and form part of.
- 3.6. Introduce Metropolitan Life to the Community Safety Structures in the provinces.
- 3.7. Communicate to Metropolitan Life any rules pertaining to conduct on the CSPS's premises.
- 3.8. Report to Metropolitan Life any aspect of the provision of its services which is not to the satisfaction of the Department.
- 3.9. Encourage employees to attend to Metropolitan Life's services including attending financial education training sessions conducted by the Advisers.

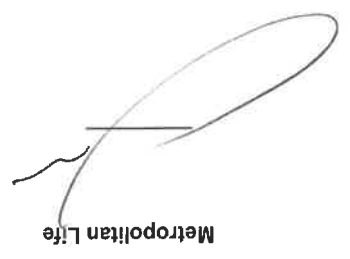
#### 4. OBLIGATIONS OF METROPOLITAN LIFE

The Metropolitan Life shall:

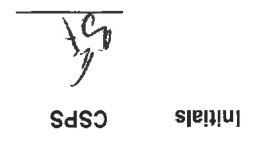
- 4.1. Host presentations, events, or workshop to share financial information with Departmental employees.
- 4.2. Partner with the Department to host the Excellence Services Awards and provide support in terms of provision of venue, or catering, or prizes.

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- 4.3. Collaborate in matters of Integrated Crime and Violence Prevention Strategy initiatives.
- 4.4. Collaborate in matters of the implementation of the Integrated Crime and Violence Prevention Strategy (ICVPS), and this must include the following:

4.4.1 Marketing and awareness of the ICVPS and Community Safety Forums through Metropolitan client structures.

4.4.2 Partnering with CSPS on the launch of the ICVPS and co-hosting the event.

4.5. Support Health and Wellness in the Department through financial literacy programme and other events for each year.

4.6. Collaborate in sporting activities each year and provide support in terms of provision of sporting resources.

4.7. Provide a Co-branded Gazebo to promote the Department and Metropolitan Life.

4.8. Provide a Metropolitan Life -branded kiosk in which consultations shall be conducted.

4.9. Make available two consultants at the kiosk from 08:30 until 17:00, two days a week on a rotational basis of two shifts per day.

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4.10. Host workshops on the various aspects of financial planning once a month or as per the need of the Department.

4.11. Provide promotional items on core and ad hoc events.

4.12. Refrain from contacting and marketing products and services to employees unless the manner and method of making contact and marketing has been approved by the Department.

4.13. Refrain from encroaching on the working hours, procedures, processes, priorities and production levels of the employees except to the extent allowed.

4.14. Uphold the confidentiality of information with regards to the Department and its employees at all times and unless otherwise required by law and use such information only for the purposes it was intended, or as agreed to by the Parties.

4.15. Take reasonable steps to timeously resolve any complaints received from the Department in relation to Metropolitan Life Advisers or the provision of its services.

4.16. Abide by all prevailing rules governing conduct on the Department's premises including rules relating to the use of the Department's facilities.

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## 5. PROJECT MONITORING

- 5.1. The monitoring and evaluation of the MOU is subject to on-going and regular review conducted through quarterly sessions by both the parties.

- 5.2. Metropolitan Life shall serve as the secretariat in these meetings; Minutes shall be recorded and adopted at subsequent meetings.

- 5.3. The Minutes shall serve as a reference to issues discussed, arrangements made, decisions taken by both parties and as a record of progress.

## 6. CONFIDENTIALITY

- 6.1. Any Party shall treat information furnished by another Party or another person for purposes of the execution of this Agreement, as confidential.

- 6.2. Subject to this clause, the Party so furnished with information shall not disclose such information to another person without the prior written consent of the other Party and shall take reasonable steps to ensure that such information is not disclosed to another person.

- 6.3. The Parties agree that this Agreement is not intended to restrict use or disclosure of any portion of such information which is:

- 6.3.1. made known to the public through no default by the receiving Party of its obligations under this Agreement; rightfully received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party.

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6.3.2. Independently developed by the Receiving Party by persons who did not have access to Confidential Information of the Disclosing Party; or

6.3.3. Disclosed by the Receiving Party after receipt of written permission from the Disclosing Party.

## 7. GOOD FAITH AND REASONABLENESS

7.1. The Parties undertake to, in giving effect to the provisions in this Agreement,

7.1.1. act in good faith;

7.1.2. be transparent;

7.1.3. be reasonable; and

7.1.4. avoid engaging in anything that might prejudice or detract from the rights or obligations of each other and the realisation of the areas of collaboration.

7.2. This Agreement does not in any way limit any statutory powers and functions of the Parties.

## 8. GENERAL INDEMNITY

The Parties hereby indemnify and hold each other and their officers, staff, and successors, harmless from Losses arising directly out of:

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8.1. any claim or action arising from breach of or failure to observe or perform any of the duties or obligations under this Agreement.

8.2. any claim or action arising from breach of any obligation pertaining to Confidential Information.

8.3. any claim, demand, charge, action, cause of action, or other proceeding instituted by any affected person resulting from an act or omission of the other party.

## **9. PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013) "POPIA" COMPLIANCE**

9.1. Each party to this Agreement undertakes that in performing its obligations in terms of this Agreement it shall ensure that all/any of its data operators, agents and contractors shall comply with all relevant and applicable data protection legislation, and all other applicable data protection legislation and regulations in force at that time, or as may be amended. The current applicable legislation is the Protection of Personal Information Act, 2013 (Act No. 4 of 2013).

9.2. Without prejudice to the generality of this clause with respect to any processing of personal information, as may be applicable in terms of this Agreement, each party to this Agreement shall take the appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of personal information supplied to it by the other Party to this Agreement.

9.3. The Parties acknowledge that any institution in South Africa may not transfer personal information concerning a data subject to a third party who is in a foreign country, unless –

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a) The third party who is the recipient of the information is subject to a law or binding agreement which provides an adequate level of protection that:

(i) effectively upholds principles for reasonable processing of the information that are substantially similar to the conditions for the lawful processing of personal information relating to a data subject who is a natural person; and

b) (ii) includes provisions, that are substantially similar to this section, relating to the further transfer of personal information from the recipient to third parties who are in a foreign country;

c) data subject consented to the transfer of personal information;

d) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the responsible party and a third party

## 10. VARIATIONS

This Agreement constitutes the entire agreement between the Parties, and no variation, alteration, addition, or cancellation shall be of any force or effect unless reduced to writing as an addendum or annexure and signed by all Parties.

## 11. BREACH

If a Party breaches this Agreement and fails to remedy such breach within 30 (thirty) days of being given written notice requiring it to do so by the aggrieved Party, then the aggrieved Party is entitled, in addition to any other remedy available to it at law or under

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this Agreement, to cancel this Agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived.

## 12. ASSIGNMENT

Neither Party may assign or cede any benefit, obligation, or interest they may have in this Agreement to any other person without the prior written consent of the other Party.

## 13. DOMICILIA CITANDI ET EXECUTANDI

13.1 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

### CIVILIAN SECRETARIAT FOR POLICE SERVICE

Physical: 268 Lillian Ngoyi Street, Fedsure Building, 2<sup>nd</sup> Floor, Pretoria, 0002

For attention: Mr ST Sibuyi: Secretary for Police Service (DG)

### METROPOLITAN LIFE

Physical: 1064 Arcadia Street, Hatfield

Pretoria

0100

For attention: Market Development Manager: Gauteng Mr Cebisa

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13.2 Either Party may by notice to the other Party change the physical or postal address chosen as its *domicilium citandi et executandi* to another physical or postal address in the Republic of South Africa, provided that the change becomes effective on the 14th (fourteenth) working day from the deemed receipt of the notice by the other Party.

#### 14. NOTICE

14.1 Any notice or communication required or permitted to be given in terms of this Agreement is valid and effective only if in writing.

14.2 A notice to a Party:

14.2.1 sent by prepaid registered post in a correctly addressed envelope to it at its chosen postal address is deemed to have been received on the 14th (fourteenth) business day after posting unless the contrary is proved.

14.2.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* is deemed to have been received on the day of delivery.

14.3 Notwithstanding anything to the contrary herein contained a written notice or communication received by a Party is an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

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## 15. AMENDMENTS AND CANCELLATION

Parties agree that all additions or modifications to this Agreement must be made in writing and must be executed by both parties.

## 16. DISPUTE RESOLUTION

Parties agree that:

16.1. Should any difference or dispute, except in breach of an obligation in terms of this Agreement arise at any time between the parties, the duly authorized Senior Officials of each party shall meet within fourteen (14) days, or such period as the parties may agree, from the date on which the dispute arose to resolve the dispute amicably.

16.2. In the event of a dispute arising between the Parties, Parties will, pending resolution of the dispute, continue to fulfill all other obligations under this Agreement that is/are not in dispute.

16.3. Should the senior officials and/or their respective nominees be unable to resolve the dispute within 14(fourteen) days after the dispute has been referred to them in terms of clause 16.1 above, or any such longer period to which the parties may agree in writing, the parties shall agree on the dispute resolution process to be employed in settling such dispute.

16.4. The above provisions shall not preclude either Party from seeking relief from a competent court of law.

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CIVILIAN SECRETARIAT FOR POLICE SERVICE  
AND METROPOLITAN LIFE

SIGNED ON BEHALF OF EACH PARTY AS FOLLOWS:

THUS DONE AND SIGNED AT JHB THIS 30 DAY OF June 2025.

Mr S.T Sibuyi  
Secretary for Police Service

AS WITNESSES:

1.   
2. 

THUS DONE AND SIGNED AT JHB THIS 30 DAY OF JUNE 2025.

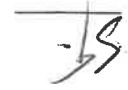
Mr Thabo Matime  
Head: Market Development

AS WITNESSES:

1.   
2. 

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