



civilian secretariat for police service

Department.
Civilian Secretariat for Police Service
REPUBLIC OF SOUTH AFRICA

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MEMORANDUM OF UNDERSTANDING

ENTERED INTO BETWEEN

The Civilian Secretariat for Police Service

whose address is as follows:

217 Van Erkem Building, Pretorius Street, Pretoria, 0001

Herein represented by Mr AP Rapea in his capacity as the **Secretary for Police Service**

AND

Memeza Shout Crime Prevention, NPO

Whose address is as follows:

No. 6 Johan's End Street, Halfway Gardens, Midrand, 1686

Herein represented by Ms T. Mthethwa in her capacity as
Chief Executive Officer of Memeza Shout Crime Prevention
(Collectively referred to as the "Parties")

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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 mandate to create a safe and secure environment for all the people in South Africa;

WHEREAS the Civilian Secretariat for Police Service (CSPS) which is established in terms of section 4 of the Civilian Secretariat for Police Service Act, 2011 (Act No. 2 of 2011) has the mission to provide an efficient and effective civilian oversight over SAPS and to enhance the role of the Minister of Police.

WHEREAS Memeza Shout Crime Prevention (MSCP), a Non-profit Organization Registered in terms of the Non-profit Organization Act, 1997 (Act No. 71 of 1997) with registration number 115-866 NPO, PBO NO 930042644, which works with vulnerable communities to implement programs in order to:

- Deploy, distribute, install, maintain technology, tools that directly assists with crime prevention and protection of the most vulnerable groups (Elderly, women, children, people living with disabilities, No-Fee Paying Schools, Learners, Gender Based Victims (GBV), Lesbian, Bisexual, Transgender, (LGBT), rape and crime victims) in vulnerable communities;
- Run safety campaigns in communities with vulnerable groups.
- Work hand in hand with Community Patrollers in maintaining safety and COVID-19 regulations compliance.

RECOGNISING the importance of cooperation between CSPS, SAPS, the business sector, civil society formations and communities on crime prevention initiatives, particularly in the fight against gender based violence and social upliftment programs for community structures.

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, with a mission to contribute to the Minister's primary responsibility of ensuring a safe and secure environment for all people in South Africa.

AND WHEREAS Parties are entering 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, and through community outreach, intergovernmental relations, civil society and public private partnership programs; and;

NOW THEREFORE a joint commitment is made to maintain the partnership between the CSPS and MSCP, 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

2.1 Words and phrases used in this Memorandum of Understanding shall, unless the context clearly requires a contrary interpretation have the meanings given below:

2.1.1 "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:

2.1.2 The Promotion of Access to Information Act, 2000 (Act No. 2 of 2000) (PAIA).

Being clearly marked "confidential" and that is provided by one Party to another Party in terms of this MOU.

2.1.3 Being information or data, which one Party provides to the other Party, or to which a Party has access following the performance of the Parties' duties under this MOU, and in which a Party would have a reasonable expectation of confidentiality.

2.1.4 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.

2.1.5 The abbreviation "Confidential" shall have the corresponding meaning.

2.2 "CSPS" means Civilian Secretariat for Police Service;

2.3 "Effective Date" means the last date the Parties to this Agreement have duly and fully signed the Agreement;

2.4 "ICSP" means Inter-Sectoral Coordination and Strategic Partnerships Chief Directorate of CSPS;

2.5 "JSC" means the Joint Standing Committee as established in terms of clause 14;

2.6 "JCPS" Justice Crime Prevention and Security Cluster;

2.7 "MOU" means the Memorandum of Understanding;

2.8 "MSCP" means Memeza Shut Crime Prevention, an organization that contributes towards the fight against crime in South Africa, through amongst other things, the implementation of Community safety technologies in vulnerable communities.

2.9 "Parties" means CSPS and MSCP;

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

2.11 "PMT" means the Project Management Team as established in terms of clause 14;

2.12 "SAPS" means South African Police Service;

2.13 "Vulnerable people or groups" means the elderly, women, children, people living with disabilities, No- Fee Paying school children, Learners, Gender Based Victims, Lesbians, Bisexual and Transgender;

2.14 "Working Day" means a day other than Saturday, Sunday or a day declared a national public holiday in South Africa;

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3. OBJECTIVES OF THE MOU

3.1 The aims and objectives of the MOU are to clearly identify the roles and responsibilities of each party, relating to the establishment of a partnership for the implementation of crime prevention initiatives. The implementation of crime prevention initiatives will be actioned through different programs focusing on vulnerable groups, with specific focus in areas such as GBV related crimes, social up-liftment programs, prevention of anti-social behavior in communities; and moral regeneration.

3.2 Further, 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 The partnerships established through this MOU, shall also ensure that young and vulnerable people, and significant role players are aware of the negative effects of crime, are discouraged from involvement in criminal activities through the implementation of social up-liftment programs and prevention anti-social behavior programs and related campaigns. Further, that they are encouraged to join forces with SAPS in crime fighting activities through community policing initiatives and by becoming ambassadors for safety and security initiatives within their environments.

3.4 This MOU also seeks to ensure the joint participation of the Parties in the identification and implementation of anti-crime strategies and campaigns; and the joint coordination of efforts in the identification of crime related risk behaviour and in seeking all other relevant stakeholders to directly participate in the relevant campaigns and programs.

3.5 The MOU further seeks to ensure that the parties jointly develop and implement programs together with other relevant stakeholders in order to keep any launched anti-crime campaigns continuing, functional and sustainable.

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 Address youth and vulnerable groups on crime related issues such as gender-based violence, general crimes, social up-liftment, anti-social behavior and moral regeneration;**
- 4.1.2 Address crime related issues such as gender based violence, rape, abuse, theft of educational ICT equipment in schools, and small business robberies, through deployment of targeted projects;**
- 4.1.3 Joint planning and programme implementation in relation to crime prevention projects;**
- 4.1.4 Conduct joint research where necessary in pursuant of the goals of the MOU on crime prevention programs;**
- 4.1.5 Joint planning and program implementation by CSPS and MSCP in relation to engagements with stakeholders on crime prevention initiatives.**

4.2 Under this Agreement, both Parties Agree to:

- 4.2.1 Participate in bi-monthly meetings set to discuss the implementation of this MOU;**
- 4.2.2 Share data as needed to support the planning and implementation efforts of the MOU in operation;**
- 4.2.3 Track and report on Community (Vulnerable groups) crime prevention programs, their progress and where necessary put intervention measures in place;**
- 4.2.4 Identify specific projects that the Parties will jointly implement.**
- 4.2.5 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;**
- 4.2.6 Jointly plan activities, implement and monitor Programs relative to the strategic goals under this MOU;**
- 4.2.7 Jointly identify areas of needed expertise to support MOU implementation.**

5. RESPONSIBILITIES AND EXPECTATIONS

- For the purpose of implementation of this MOU, the CSPS shall serve as the "lead" party, and as a lead party it is responsible for the following:
 - 5.1 Convening the work planning meetings on specific projects;
 - 5.2 In consultation with MSCP, co-ordinate planning activities for the implementation of the objectives of this MOU;
 - 5.3 Facilitate communication and information sharing;
 - 5.4 In consultation with MSCP, compile and update the project implementation plan;
 - 5.3.1 Annually assess the impact of implementation of the objectives of this MOU, through its Monitoring and Evaluation Unit.

6. COMMENCEMENT

- 6.1 The MOU shall commence on the Effective Date.
- 6.2 The duration of this MOU shall be for a period of five (05) years, and there shall be an annual review that determines the basis for continuation and 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 fails 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 agree, in writing; and;
 - 7.2.2 The defaulting party fails 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 duties and carry out all their obligations with diligence, efficiency, in accordance with the PFMA, Good Governance Principles (King IV), relevant best practices and all other applicable legislative prescripts.

Parties will, where possible, jointly 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 subject to financial directives and legislative prescripts applicable to each party

9. STANDARD TERMS AND CONDITIONS

Communication

The Parties herein acknowledge the peripheral importance of good communication between each other and shall 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 contains the entire 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 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, tempest, and/or 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.

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 right 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 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 authorization for any purpose other than the lawful carrying out of its obligation under this MOU.
- 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 public statement or press release, which consent must not be unreasonably withheld.

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14. REPORTING OBLIGATIONS

- The Parties shall establish a Joint Steering Committee (JSC) comprised of the Secretary for Police Service and the Chief Executive Officer of MSCP. The JSC shall be responsible for monitoring the implementation of this MOU
- The JSC 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 MSCP

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

14.2 The PMT must consider only matters relevant to the objectives of this 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.

14.3 The PMT shall ensure that sufficient human resources are available to ensure successful implementation of the MOU. The PMT 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.
- 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 organization 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 of their employees arising out of this MOU.

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
217 Pretorius Street
Van Erkom Building, 7th Floor
PRETORIA
0001

For attention: Mr T Ramaru
Tel. No: 012 393 2500
Fax No: 012 393 2539

For attention: Ms T Mthethwa
Tel No: 011 568 4397
Cell number: 082 927 4064

Memeza Shout Crime Prevention
No 6 Johan's End Street
Halfway Gardens
1686
MIDRAND

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

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.

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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 authorized)

Name Title: PAKALANI RAMAHLU (MR)

Signature 

Witness:

Signed at PRETORIA on the 08 FEBRUARY day of 2022.

On behalf of the Memeza Shout Crime Prevention (duly authorized)

Name: THULILE M-THETHWA

Title: (Ms)

Signature 

Witness: TIMMSAHA MOREFE
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Signed at MIDRAND on the 25th FEBRUARY day of 2022.