

Bengi  
4/9/18.

## MEMORANDUM OF UNDERSTANDING

ENTERED INTO BETWEEN

### THE CIVILIAN SECRETARIAT FOR POLICE SERVICE

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

AND

### THE SOUTH AFRICAN POLICE SERVICE

Herein represented by **General KJ Sitole** in his capacity as the **National Commissioner of the South African Police Service**

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AND

### THE MORAL REGENERATION MOVEMENT

Herein represented by **Father Smangaliso Mkhathshwa** in his capacity as the **Chairperson of the Board of the Moral Regeneration Movement**

(hereinafter referred to as "the Parties" and in the singular as "the Party")

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**WHEREAS** the Civilian Secretariat for Police Service (CSPS) has the central mandate to exercise civilian oversight over the Police Service through monitoring and evaluating overall police performance;

**WHEREAS** the National Commissioner of the South African Police Service (SAPS) is constitutionally obligated to protect and secure the inhabitants of the Republic and their property;

**WHEREAS** the Moral Regeneration Movement (MRM), a Non-profit Organisation registered in terms of the Non-profit Organisations Act, 1997 (Act No. 71 of 1997) with registration number 2003/003741/08 and NPO Number 033-389, wishes to implement programmes that—

- Promote the Charter of Positive values;
- Promote and coordinate Moral Regeneration Movement Initiatives in civil society; and
- Promote social cohesion, morality and nation-building;

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**AND WHEREAS** the Parties jointly wish to collaborate on nation building and social cohesion to ensure that the people of South Africa are and feel safe as per the mandate of the National Development Plan;

**NOW, THEREFORE**, the Parties agree as follows:

**1. INTERPRETATION**

In this Memorandum of Understanding -

- 1.1 clause headings are for convenience and are not to be used in its interpretation;
- 1.2 unless the context indicates a contrary intention: an expression which denotes any gender includes the other genders; a natural person includes

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a juristic person and vice versa; and the singular includes the plural and vice versa;

- 1.3 words and expressions defined in any clause will, for the purposes of that clause, bear the meanings assigned to such words and expressions in such clause;
- 1.4 if any provision is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definitions clause, effect will be given to it as if it were a substantive provision in the body of this Memorandum of Understanding;
- 1.5 the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings –
  - 1.5.1 **"Calendar day"** means any 24-hour day as denoted on a calendar;
  - 1.5.2 **"JSC"** means the Joint Steering Committee as established in terms of clause 8;
  - 1.5.3 **"MOU"** means this Memorandum of Understanding;
- 1.5.4 **"Person"** means a reference to any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust or partnership (whether or not having separate legal personality);
- 1.5.5 **"PFMA"** means the Public Finance Management Act, 1999 (Act No. 1 of 1999); and
- 1.5.6 **"Working Day"** means a day other than a Saturday, Sunday or a day declared a national public holiday in South Africa.

## 2. OBJECTIVES OF THIS MOU

### 2.1 The objectives of this MOU are to:-

- 2.1.1 define the areas of co-operation between the Parties;

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- 2.1.2 record the principles of co-operation between the Parties;
- 2.1.3 create a mechanism to regulate the co-operation between the Parties;
- 2.1.4 ensure the establishment of operational procedures to regulate the co-operation between the Parties; and
- 2.1.5 define critical success factors underpinning co-operation between the Parties.

### **3. COMMENCEMENT AND DURATION OF THIS MOU**

- 3.1 This MOU will commence on the effective date, which is the date on which the last signature was placed thereon.
- 3.2 The duration of this MOU will be for a period of five (5) years from the effective date.

### **4. TERMINATION**

- ~~4.1 In the event that, in the opinion of either Party, the co-operation between the Parties is no longer fruitful or is no longer seen to be achieving the objectives set out in this MOU, either Party will have the right to terminate this MOU. Any Party will have the right to terminate this MOU upon three (3) months' written notice to the other Parties.~~

### **5. AREAS OF CO-OPERATION**

The Parties agree that they will co-operate in reaching the following goals:

- 5.1 The contribution towards the reduction of crime in South Africa which involves:-
  - 5.1.1 contributing towards the reduction of crime through community groupings;

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5.1.2 enhancing engagements and communication through Community Police Forums and other civil society formations; and

5.1.3 ✓ establishing and improving programmes which address various forms of crime (including crimes against vulnerable groups of society) as well as addressing the generators thereof such as human trafficking, gangsterism, substance abuse and drug syndicates.

5.2 ✓ developing programmes that will prevent and reduce fraud and corruption in all sectors of society;

5.3 conducting joint research in pursuance of the goals of this MOU;

5.4 ✓ taking joint ownership of moral regeneration initiatives and programmes;

5.5 ✓ drafting of project plans for the implementation of programmes which speak to the strategic goals under this MOU;

5.6 planning activities, and implement and monitor programmes which promote the areas of cooperation under this MOU;

5.7 facilitate the expansion of the areas of cooperation of this MOU;

5.8 identifying areas of needed expertise and source funding to provide education on crime and related activities in line with the strategic goals;

5.9 organising activities/programmes that assist in the prevention and reduction of crime;

5.10 identifying 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 the Parties and will be deemed to have been concluded in terms of this MOU;

5.11 assisting with the planning as well as the sourcing of funding for identified projects based upon agreed activities and carry the costs of such activities, subject to the prescribed procurement processes being followed.

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## 6. FINANCIAL MANAGEMENT

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

## 7. UNDERTAKINGS AND WARRANTIES

The Parties undertake to execute their respective duties and carry out all obligations in terms of this MOU with diligence and efficiency and in accordance with generally accepted regulations such as the PFMA, Good Governance Principles (King IV) and best practices.

## 8. REPORTING OBLIGATIONS

8.1 The Parties will establish a Joint Steering Committee ("JSC") composed of the National Commissioner or his delegate, the Chief Operating Officer of MRM and the Secretary for Police Service or his delegate to monitor the implementation of this MOU.

8.2 The JSC will establish a Project Management Team ("PMT") which will make recommendations to the JSC relating to the implementation of this MOU. The terms of reference of the PMT must be signed off by the JSC. The PMT will be constituted by two senior management members of each of the Parties.

8.3 The JSC will meet at least twice a year whereas the PMT will meet at least once every quarter. The Parties will ensure that the meetings take place as scheduled and that cancellation thereof is only considered under exceptional circumstances.

8.4 The PMT must consider only matters relevant to achieving the objectives of this MOU, and such matters as may be referred to it by the JSC. The PMT must attempt to reach decisions by way of 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 the minutes of that meeting and distributed to all interested parties.

8.5 The PMT will ensure that sufficient human resources are available for the successful implementation of this MOU.

8.6 The PMT will monitor progress made and endeavour to recommend corrective action as and when needed.

## 9. **STANDARD TERMS AND CONDITIONS**

### 9.1 **Communication**

The Parties acknowledge the importance of good communication between each other and will regularly, as it may be required and necessary, deliver to each other by post, e-mail, fax or hand all letters, documents, notices and reports which relate to the implementation of the specific goals envisaged in this MOU.

### 9.2 **Whole Agreement**

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~~This MOU contains the entire agreement between the Parties and no representations, warranties, undertakings or promises, of whatever nature, which may have been made by any of the Parties, their agents or employees, other than those contained herein, will be binding or enforceable by one Party against the others.~~

### 9.3 **Non-Variation**

No alteration, variation, amendment or addition to this MOU will be of any force or effect unless the same has been reduced to writing and duly signed by or on behalf of the Parties.

### 9.4 **Impossibility of performance**

9.4.1 In the event of any acts of God, strike, war, war-like operation, rebellion, riot, civil commotion, lockout, interference of trade unions, go slow by labour or the introduction, imposition or any change in law or order or any

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circumstances arising or action taken beyond or outside the reasonable control of the Parties hereto preventing them or any one of them from the performance of any obligation hereunder then the Party affected by such event will immediately notify the other Parties forthwith as to the nature and extent of the circumstances in question.

9.4.2 No Party will be deemed to be in breach of this MOU, or will otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this MOU, to the extent that the delay or non-performance is due to any force majeure which:

9.4.2.1 materially affects the ability of that Party to perform its obligations under this MOU; and

9.4.2.2 it has notified the other Parties;

9.4.2.3 the time for performance of that obligation will be extended accordingly.

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9.4.3 If the performance by any Party of any of their obligations under this MOU is materially prevented or delayed by force majeure for a continuous period in excess of thirty (30) working days, the Parties will negotiate in good faith and endeavour to agree upon such alternative arrangements as may be fair and reasonable with a view to alleviating its affects. If, after a further thirty (30) working days, the Parties have failed to reach agreement and the force majeure continues to materially prevent or delay performance, any Party will be entitled to terminate this MOU by giving written notice to the other Parties.

## 10. DISPUTE RESOLUTION

10.1 In this clause, a "dispute" means any dispute, disagreement or claim arising between the Parties in connection with:

10.1.1 the formation or existence of this MOU;

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- 10.1.2 the implementation of this MOU;
- 10.1.3 the interpretation or application of the provisions of this MOU;
- 10.1.4 the Parties' respective rights and obligations in terms of or arising out of this MOU; or
- 10.1.5 the validity, enforceability, rectification, termination or cancellation, whether in whole or in part of this MOU.

10.2 A Party may declare a dispute on written notice to the other Parties.

10.3 In the event of a dispute, the PMT will meet within seven (7) days of the dispute having been declared to attempt to resolve it.

10.4 In the event of the inability of the PMT to resolve the dispute, the dispute must be escalated to the JSC. The JSC will have the final say in the resolution of the dispute. Should the matter not be resolved by the JSC, and the dispute affects the continuance of the MOU, the MOU may be terminated.

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## 11. GENERAL

11.1 It is agreed that regardless of any name change or change in legal structure of all Parties, the conditions of this MOU will still be applicable.

11.2 The Parties will at all times remain independent and separate legally, organisationally and financially and may not act nor bind the other Parties in any way, nor may either Party represent that it is in any way responsible for the acts of any of the other Parties.

11.3 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 Person in relation to the subject matter of this MOU.

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**12. 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.

**13. DOMICILIUM CITANDI ET EXECUTANDI**

13.1 The Parties hereby choose the physical addresses set out hereunder as their *domicilia citandi et executandi* for all purposes under this MOU.

**13.1.1 CSPA**

Van Erkom Arcade

7<sup>th</sup> Floor

217 Pretorius Street

PRETORIA

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For attention: Mr A. P. Rapea

Tel. No: 012 393 2500

Fax No: 012 393 2539

**13.1.2 SAPS**

540 Pretorius Street

PRETORIA

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For attention: Lt General L Masiye

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Tel. No: 012 393 1000

Fax No: 012 393 4147

**13.1.3 MRM**

6<sup>th</sup> Floor

Impophoma House

18 Rissik Street

Marwilltown 2107

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For attention: Mr. N. Chaka

Tel. No: 011 403 3559

13.2 Any notice given by one Party to the other is deemed to have been received by the addressee:

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13.2.1 on the date on which the same was delivered to the addressee's address, if delivered by hand; or

13.2.2 on the 7th calendar day after the date of posting, if sent by pre-paid registered post to the addressee's address; or

13.2.3 on confirmation of delivery to the addressee's email address, if sent to the addressee's email address.

13.3 Any party may change its address by giving fourteen (14) working days' notice in writing to the other Parties, provided that the new address includes a physical address in the Republic of South Africa.

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THUS DONE AND SIGNED AT Pretoria THIS 23 DAY OF March 2018.

For and on behalf of **MRM**

S Mkhathana  
CHAIRPERSON

**AS WITNESSES:**

1. [Signature]
2. [Signature]

THUS DONE AND SIGNED AT PRETORIA THIS 26 DAY OF MARCH 2018.

For and on behalf of the **CSPS**

[Signature]  
SECRETARY FOR POLICE SERVICE

**AS WITNESSES:**

1. [Signature]
2. [Signature]

THUS DONE AND SIGNED AT PIA THIS 26 DAY OF April 2018.

For and behalf of the **SAPS**

[Signature]  
GENERAL  
NATIONAL COMMISSIONER  
KJ SITOLE (SOEG)

**AS WITNESSES:**

1. [Signature]
2. [Signature]