



civilian secretariat for police service

Department:
Civilian Secretariat for Police Service
REPUBLIC OF SOUTH AFRICA

MINISTRY OF

01 MAR 2021
PRETORIA
POLICE

Private Bag X922, PRETORIA, 0001 Van Erkom Building, Van Erkom Arcade, 7th Floor, 217 Pretorius Street
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My reference M-T Malatsa
Enquiries: Ext 122557

SUBMISSION

TO:	GENERAL B.H CELE(MP): MINISTER OF POLICE
FROM:	MR. SB NTULI: CHIEF DIRECTOR: INTERSECTORAL COORDINATION AND STRATEGIC PARTNERSHIPS
DATE:	19 FEBRUARY 2021
SUBJECT:	REQUEST FOR THE SECRETARY FOR POLICE SERVICE TO APPROVE AND MINISTER OF POLICE TO CONCUR WITH MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS) AND AFRICAN FARMERS ASSOCIATION OF SOUTH AFRICA (AFASA)

1. PURPOSE

The purpose of this submission is to request the Secretary for Police Service to approve and Minister of Police to concur with the Memorandum of Understanding (MOU) between the Civilian Secretariat for Police Service (CSPS) and African Farmers Association of South Africa (AFASA).

2. BACKGROUND

The Civilian Secretariat for Police Service is established in terms of section 208 of the Constitution of the Republic of South Africa Act 106 of 1996. The role of the Civilian Secretariat for Police Service is to provide efficient and effective civilian oversight over the South African Police Service (SAPS) and to enhance the role of the Minister of Police.

Some of the objectives of the CSPS amongst others is to exercise civilian oversight over the police service; to implement a partnership strategy to mobilise role players and

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stakeholders to strengthen service delivery by the police service to ensure the safety and security of communities; and to liaise and communicate with stakeholders.

AFASA is an economic and social impact organisation that implements Community Development Programmes (CDP) focused on farming communities which include skills development and community safety. AFASA aims to contribute to job creation and economic growth so that the Millennial (youth) and Women can become economically active in the mainstream economy through partnerships by conducting meaningful engagements with the Youth and Women with the guidance and support of Private Sector and Public Sector.

Due to the mandate and objectives of the department, CSPS planned to establish a partnership with AFASA as one of the civil society organisation which plays active role on rural safety. The partnership will be managed through a signed Memorandum of Understanding between CSPS and AFASA as well as through the plans and programmes developed in accordance with the MOU.

3. DISCUSSION

The CSPS finds common ground with AFASA on the following:

- The contribution towards the reduction of crime in South Africa which involves:
 - contributing towards the reduction of crime through community groupings;
 - enhancing engagements and communication through Community Police Forums and other civil society formations; and
 - establishing and improving programmes that address various forms of crime in the farming areas (including farm attacks and killings, livestock theft and crimes against vulnerable groups of society) as

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well as that address the generators thereof such as human trafficking, gangsterism, substance abuse and drug and livestock theft syndicates;

- Develop programmes that will prevent and reduce fraud and corruption in all sectors of society.
- Conduct joint research in pursuant of the goals of this MOU.
- Draft project plans for the implementation of programmes which speak to the strategic goals under this MOU.
- Plan activities, and implement and monitor programmes which promote the strategic goals under this MOU.
- Facilitate the expansion of the strategic goals of this MOU.
- Identify areas of needed expertise and source funding to provide education on crime and related activities in line with the strategic goals;
- Organise activities/programmes that assist in the prevention and reduction of crime;
- Identify specific projects that are in line with the 8 pillars of the National Rural Safety Master Plan that will be jointly implemented. A project plan detailing the nature and particulars of the projects will be set out in writing and signed by all Parties and will be deemed to have been concluded in terms of this MOU.
- Assist with the planning as well as the sourcing of funding for the identified projects based upon agreed activities and carry the costs of such activities, subject to the prescribed procurement processes being followed.

The ICSP Unit within CSPS has been in discussion with AFASA to promote awareness and change of behaviour and attitude among the farming communities, through anti-

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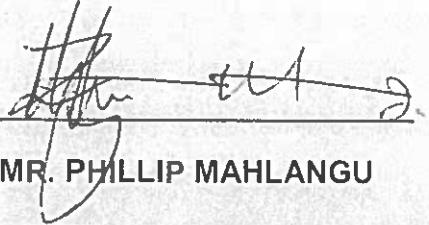
crime campaigns and coordinated educational programs on various social issues such as rural safety, youth and women empowerment.

The partnership envisaged resulted with the draft MOU (See attached) that has gone through the stage of considerations by firstly, both the Inter-Sectoral Coordination and Strategic Partnerships (ISCPS) Unit and AFASA, secondly the Legislation directorate and lastly the proposed partnership to be established. The established partnership will be implemented through different annual programs by the CSPS and AFASA.

The MOU will be contributing to Outcome 3 of the National Development Plan that All people in South Africa are and feel safe.

4. RECOMMENDATION

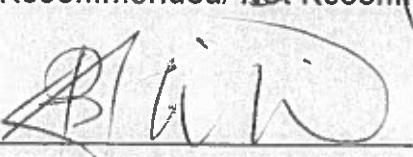
It is recommended that the Secretary for Police Service approves the MOU between CSPS and AFASA, and Minister of Police concurs with the approval of the MOU.


MR. PHILLIP MAHLANGU

DIRECTOR: COMMUNITY OUTREACH PARTNERSHIPS

DATE: 22/02/2021

Recommended/ Not Recommended

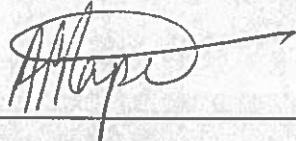

MR. SB NTULI

CHIEF DIRECTOR: INTER-SECTORAL COORDINATION AND STRATEGIC PARTNERSHIPS

DATE: 22/02/2021

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Approved/ Not Approved

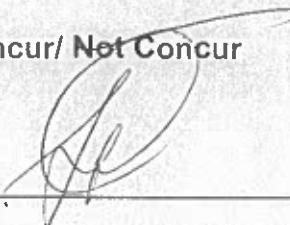


MR. AP RAPEA

SECRETARY FOR POLICE SERVICE

DATE: 26/02/2021

Concur/ Not Concur



GENERAL BH CELE (MP)

MINISTER OF POLICE

DATE: 09/03/2021

Comments: MOU to be forth explained
to be minster



MEMORANDUM OF UNDERSTANDING

ENTERED INTO BETWEEN

THE CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS)

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

AND

AFRICAN FARMERS ASSOCIATION OF SOUTH AFRICA

Herein represented by **Mr AJ Mthembu** in his capacity as the **President of the**

African Farmers Association of South Africa

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

Initial: *MM* *AB* *JM* *AB*

WHEREAS the Civilian Secretariat for Police Service has the central mandate to exercise civilian oversight over the Police Service through monitoring and evaluating overall police performance.

WHEREAS, the recent increase in crime levels on farms and rural areas are divisive as they may be construed to have racial undertones,

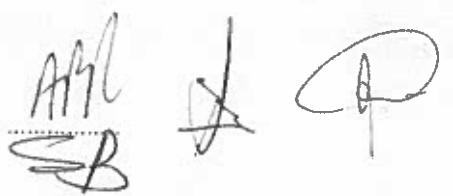
WHEREAS AFASA's vision is to facilitate the development of African farmers in order to increase their meaningful participation in the agricultural sector.

WHEREAS AFASA MEMBERS, like all other farmers, farm dwellers and farm workers are victims of rural and farm attacks,

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 in general and on prevention, and combating of rural crime and farm attacks in particular

NOW, THEREFORE, the Parties agree as follows:

Initial: AB

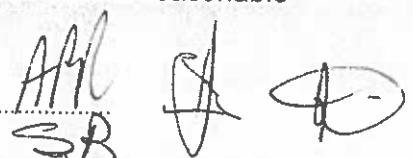
A photograph of three handwritten signatures. The first signature on the left is 'AB' in a cursive style. The second signature in the middle is 'SP' in a cursive style. The third signature on the right is 'JP' in a cursive style.

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 a juristic person and vice versa; and the singular includes the plural and vice versa;
- 1.3 words and expressions defined in any clause shall, 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 “**Confidential Information**” means any information or data, irrespective of the form or medium in which it may be stored, that is not in the public domain, that becomes available or accessible to a Party as a consequence of this Memorandum of Understanding and that is prohibited from disclosure by virtue of any of the following:
 - 1.5.2.1 The Promotion of Access to Information Act, 2000 (Act No. 2 of 2000);
 - 1.5.2.2 In relation to information or data that is provided by one Party to another in terms of this Memorandum of Understanding, any data or information that has been clearly marked as “confidential”;
 - 1.5.2.3 Being information or data, which one Party provides to the other Party, or to which a Party has access following the Parties’ rights or obligations under this Memorandum of Understanding, and in which a Party would have a reasonable expectation of confidentiality;

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1.5.2.4 Being information, the disclosure of which could reasonably be expected to endanger a life or the physical security of a Person;

1.5.2.5 Being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;

1.5.2.6 Being financial, commercial, scientific or technical information of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of the disclosing Party.

1.5.3 **“AFASA”** means African Farmers Association of South Africa;

1.5.4 **“CSPS”** means Civilian Secretariat for Police Service;

1.5.5 **“Effective Date”** means the date on which the last signature appears on this MOU

1.5.6 **“JSC”** means the Joint Steering Committee as established in terms of clause 8.1;

1.5.7 **“MOU”** means this Memorandum of Understanding;

1.5.8 **“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);

1.5.9 **“PFMA”** means the Public Finance Management Act, 1999 (Act No. 1 of 1999);

1.5.10 **“PMT”** means Project Management Team;

1.5.11 **“Working Day”** means a day other than a Saturday, Sunday or a day declared a national public holiday in South Africa.

Initial: *AB* *SB* *JK* *D*

2. OBJECTIVES OF THE MOU

- 2.1 The objectives of this MOU are to:
 - 2.1.1 define the areas of co-operation between the Parties;
 - 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 shall commence on the date on which the last signature appears on this MOU.
- 3.2 The duration of this MOU shall be for a period of five (5) years from the Effective Date.

4. TERMINATION

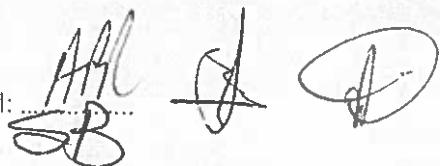
- 4.1 In the event that, in the opinion of either Party, the co-operation between the Parties is no longer fruitful or is no longer seen to be achieving the objectives set out in this MOU, either Party will have the right to terminate this MOU. Any Party shall have the right to terminate this MOU for any reason whatsoever 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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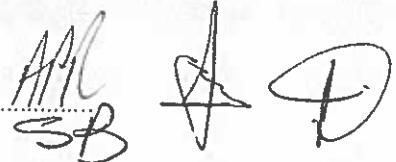
Three handwritten signatures are present. The first signature on the left is 'HHL'. The second signature in the middle is 'J'. The third signature on the right is 'J' enclosed in an oval.

- 5.1.2 enhancing engagements and communication through Community Police Forums and other civil society formations; and
- 5.1.3 establishing and improving programmes that address various forms of crime in the farming areas (including farm attacks and killings, livestock theft and crimes against vulnerable groups of society) as well as that address the generators thereof such as human trafficking, gangsterism, substance abuse and drug and livestock theft syndicates;
- 5.2 Develop programmes that will prevent and reduce fraud and corruption in all sectors of society;
- 5.3 Conduct joint research in pursuant of the goals of this MOU;
- 5.4 draft project plans for the implementation of programmes which speak to the strategic goals under this MOU;
- 5.5 plan activities, and implement and monitor programmes which promote the strategic goals under this MOU;
- 5.6 facilitate the expansion of the strategic goals of this MOU;
- 5.7 identify areas of needed expertise and source funding to provide education on crime and related activities in line with the strategic goals;
- 5.8 organise activities/programmes that assist in the prevention and reduction of crime;
- 5.9 identify specific projects that are in line with the 8 pillars of the National Rural Safety Master plan that will be jointly implemented. A project plan detailing the nature and particulars of the projects will be set out in writing and signed by all Parties and will be deemed to have been concluded in terms of this MOU.
- 5.10 assist with the planning as well as the sourcing of funding for the identified projects based upon agreed activities and carry the costs of such activities, subject to the prescribed procurement processes being followed.

6. FINANCIAL MANAGEMENT

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

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APL SB + D

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 shall establish a Joint Steering Committee ("JSC") composed of; the Secretary for Police Service or his delegate on the one hand and the President of AFASA or his delegate. The JSC shall monitor the implementation of this MOU.
- 8.2 The JSC shall establish a Project Management Team ("PMT") which shall 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 three senior officials of each of the Parties.
- 8.3 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.
- 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 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 shall ensure that sufficient human resources are available for the successful implementation of this MOU.
- 8.6 The PMT shall monitor progress made and institute corrective action as and when needed.

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9. STANDARD TERMS AND CONDITIONS

9.1 Communication

The Parties acknowledge the importance of good communication between each other and shall 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

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, shall be binding or enforceable by one Party against the others.

9.3 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.

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 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 shall immediately notify the other Parties forthwith as to the nature and extent of the circumstances in question.

9.4.2 No Party shall be deemed to be in breach of this MOU, or shall 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 materially affects the ability of that Party to perform its obligations under this Agreement; and it

Initial:

has notified the other Parties in which case, the time for performance of that obligation shall be extended accordingly.

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) business days, the Parties shall 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) business days, the Parties have failed to reach agreement and the force majeure continues to materially prevent or delay performance, any Party shall 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:

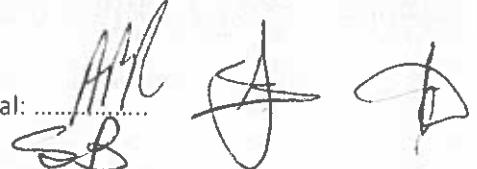
- 10.1.1 the formation or existence of this MOU;
- 10.1.2 the implementation of this MOU;
- 10.1.3 the interpretation or application of the provisions of this MOU;
- 10.1.4 the Parties' respective rights and obligations in terms of or arising out of this MOU; or
- 10.1.5 the validity, enforceability, 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 can be terminated.

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A photograph of three handwritten signatures in black ink. The first signature is a stylized 'AMC'. The second signature is a stylized 'SF'. The third signature is a stylized 'D'.

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 shall 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.

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 CSPS

Van Erkom Arcade
 7th Floor
 217 Pretorius Street
 PRETORIA
 0001
 For attention: Mr A. P. Rapea
 Tel. No: 012 393 2500
 Fax No: 012 393 2539

Initial: AAR



13.1.2 AFASA

ARC-API, House G10, Doringkloof 391JR, Centurion

IRENE , 0062

Tel: 012 943 7290

Contact :Jabulani Mthembu – 083 641 4888

mthembuaj@ymail.com

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

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

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

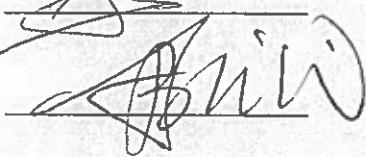
13.2.3 on confirmation of delivery to the addressee's email address, if sent to the addressee's email address.

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

THUS DONE AND SIGNED AT PRETORIA THIS 16 DAY OF MARCH 2021.

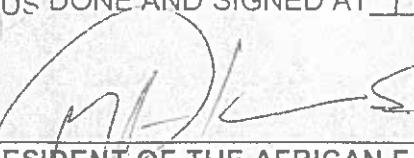

SECRETARY FOR POLICE SERVICE

AS WITNESSES:

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THUS DONE AND SIGNED AT Pretoria THIS 16 DAY OF March, 2021.

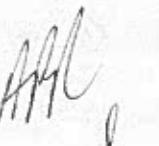

PRESIDENT OF THE AFRICAN FARMERS

ASSOCIATION OF SOUTH AFRICA

AS WITNESSES:

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2. 

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SB