



civilian secretariat for police service

Department:
Civilian Secretariat for Police Service
REPUBLIC OF SOUTH AFRICA

Private Bag X922, PRETORIA, 0001 268 Fedsure Building, Corner Lillian Ngoyi and Pretorius Street, PRETORIA. WEB:
www.policesecretariat.gov.za

Mr. Mbulelo Tshangana
Director-General
Department of Cooperative Governance
Hamilton Street
Pretoria
0007

Dear Mr, Mbulelo Tshangana

SUBJECT: REQUEST FOR A MEETING ON THE SIGNING OF THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CIVILIAN SECRETARIAT FOR POLICE SERVICE (CSPS) - IMPLEMENTATION OF THE INTEGRATED CRIME AND VIOLENCE PREVENTION STRATEGY AND COMMUNITY SAFETY FORUMS (CSF) ESTABLISHMENT

The above refers:

The Civilian Secretariat for Police Service (CSPS) request a meeting with your office for discussion of the signing of the Memorandum of Understanding (MOU) with an objective:

- To jointly address issues of safety and security as outlined in the Integrated Crime and Violence Prevention Strategy (ICVP), 2022 and Community Safety Forums (CSFs) policy; and
- To engage on way forward on the implementation plan and execution of safety and security initiatives.

MEMORANDUM OF UNDERSTANDING

BETWEEN

DEPARTMENT OF COOPERATIVE GOVERNANCE (DCOG)

(Herein represented by **Mr Mbulelo Tshangana** in his capacity as the **Director-General of the Department of Cooperative Governance**
and duly authorised thereto)

AND

Department: Civilian Secretariat for Police Service

(Herein represented by **Mr. Thulani Smike Sibuyi** in his capacity as **Secretary for Police Service** and duly authorised thereto)

(Hereinafter collectively referred to as the **"Parties"** or **"the Party"** in the singular)



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Signatories'




A request is made to your office to propose a date for the meeting after you have perused the MOU. A copy of the ICVPS is attached for reference.

It would also be appreciated if the invitation can be extended to officials who will be directly involved with the execution of the MOU and your legal team.

Please feel free to contact **Mr MM Mogatusi, Director: Intergovernmental Partnerships** on **067 020 3301** or myself at **082 530 3127** for any clarity that might be required.

Your positive consideration is highly appreciated.

Kind regards

A handwritten signature in black ink, appearing to be 'ST SIBUYI', is written over a horizontal line. A long, thin, curved line extends from the end of the signature towards the right margin of the page.

Mr. ST SIBUYI

SECRETARY FOR POLICE SERVICE

DATE: 20/11/24

A. PREAMBLE

WHEREAS the parties share a vision to address crime and violence prevention through developing and implementing measure towards building safer communities, collaborating with a variety of stakeholders in both public and private sectors to prevent crime and violence, create public awareness and acknowledge the need to co-ordinate efforts and, where viable and feasible, resources and expertise in order to reduce crime affecting respective communities and to contribute to the wider national fight against crime in South Africa;

AND since the parties are determined to strengthen cooperation and information exchange between their organisations, and to coordinate their efforts and expertise subject to the provisions of the Memorandum of Understanding recorded below.

B. RECITALS

WHEREAS the Civilian Secretariat for Police Service has the central mandate to provide efficient and effective civilian oversight over the South African Police Service for safer and more secure communities through community participation, legislation and policy development and serves as technical advisor to the Minister of Police (the Minister).

WHEREAS the Department of Cooperative Governance (DCoG) is responsible for intergovernmental relations and the implementation of the Integrated Urban Development Framework (which recognises community safety as a crosscutting issue). **AND** **WHEREAS** the role of the Department of Cooperative Governance (DCoG) includes:

- a) The development of guidelines and regulations to facilitate the institutionalisation of the ICVPS across government.

These guidelines and regulations must:



- i. address the role of local government in community safety and developing Key Performance Indicators (KPI) for Integrated Development Plans (IDPs);
 - ii. clarify obligations of provincial government to local government;
 - iii. strengthen intergovernmental relations and mechanisms between spheres of government for community safety; and
 - iv. develop standard by-laws for community safety.
- b) To facilitate funding and resources for community safety at local level.
- c) Integrating the focus on crime and violence prevention into government initiatives.

WHEREAS the role of the **Civilian Secretariat for Police Service** will be to:

- a) Provide input to Department of Cooperative Governance (DCoG) on the development of the following:
 - i. Guidelines on community safety;
 - ii. Key performance indicators for community safety for IDPs;
 - iii. Provincial assessment tool for IDPs in respect of community safety for provinces
- b) Review and strengthen the Community Policing Forum (CPF) and Community Safety Forum (CSF) policy.
 - i. Clarify the relationship between Provincial Secretariats and local government in respect of CSF Policy and CPF Policy.
- c. Provide support to Provincial Secretariats in implementing community safety functions through: - The development of guidelines, systems and tools - Capacity building - Technical support.
- d. Monitor and evaluate by - developing standard reporting frameworks for reporting obligations from Provincial Secretariats to Civilian Secretariat for Police Service




(CSPS); and - receiving monitoring reports from Provincial Secretariats on support provided to local government in respect of community safety.

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 vision in the National Development Plan (NDP).

NOW, THEREFORE, the Parties agree as follows:



1. INTERPRETATION, DEFINITION 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:

- 1.1 **"Annexure"** means the annexures, schedules and appendices to this MOU;
- 1.2 **"Calendar day"** means any day, excluding weekends and public holidays;
- 1.3 **"Civilian Secretariat for Police Service"** means the national department established in terms of section 4(1) of the Civilian Secretariat for Police Service Act, 2011.
- 1.4 **"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 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:
 - 1.4.1 The Promotion of Access to Information Act, 2000 (Act No. 2 of 2000) (PAIA).
 - 1.4.1.1 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";
 - 1.4.1.2 being information or data, which one Party provides to the other Party, or to which a Party has access following the imposition of the Parties' rights or obligations under this Memorandum of Understanding, and in which a Party would have a reasonable expectation of confidentiality;
 - 1.4.1.3 being information, the disclosure of which could reasonably be expected to endanger a life or the physical security of a Person;
 - 1.4.1.4 being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party; and

1.4.1.5 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 **“Community Safety Forum”** means a forum established by the MEC responsible for Community Safety in consultation with the Mayor to facilitate the delivery of a multi-sectoral governmental approach on safety and security in municipalities.

1.6 **“Cooperative Governance and Traditional Affairs”** means the national department responsible for promoting sustainable development by providing support to and exercising oversight over provincial, local government, and the traditional leadership of South African indigenous communities.

1.7 **“Disclosing party”** means either party that discloses information to the receiving party in terms of this Agreement.

1.8 **“Effective Date”** means the date of signature of the last signing Party and will remain in force for a period of three (3) year or until mutually terminated by either Party;

1.9 **“ICVPS”** means the 2022 Integrated Crime and Violence Prevention Strategy.

1.10 **“JSC”** means the Joint Steering Committee as established in terms of this MOU;

1.11 **“MOU”** means the Memorandum of Understanding.

1.12 **“NDP”** means the National Development Plan.

1.13 **“Provincial Secretariat”** means a provincial secretariat established in terms of section 16 of the Civilian Secretariat for Police Service Act, 2011.

1.14 **“Provincial department”** means the department responsible for safety and security services in a province, and which falls under the executive control of a relevant MEC;

1.15 **“Parties”** mean the Civilian Secretariat for Police Service and the Department of Cooperative Governance and Traditional Affairs, collectively, and Party means either one of them.

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

1.17 **“PMT”** means the Project Management Team.



1.18 “Project Plan” means a document which naturally flows from this MOU, guiding a specific project that Parties will agree on.

1.19 “Project Reports” means any document that details the procedures, methods, systems, information of any technical nature about the process and outcome of the project as described in the Project Plan.

1.20 “Receiving party” means the party, other than the disclosing party, to the extent that it receives information from the disclosing party in terms of this Memorandum of Understanding (MOU).

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

2. OBJECTIVES OF THE MOU

2.1 The objectives of this MOU are to:

2.1.1 Record the principle of co-operation between the parties; and

2.1.2 Enhance collaboration and cooperation between the parties and other stakeholders on the implementation of the Integrated Crime and Violence Prevention Strategy, 2022.

3. SCOPE OF THE MOU

3.1 Activities of this MOU shall be described in the Project Plan which shall form an “Annexure” to this MOU, which shall among others set forth as appropriate to a specific activity, a work plan, staffing requirements, cost estimates, funding sources, intellectual property rights, publications and other undertakings,



obligations, or conditions not included in this MOU. In the case there is any inconsistency between the terms of this MOU and the terms of an Annexure hereto, the terms of this MOU shall prevail.

4. AREAS OF COOPERATION

The specific obligations of the parties shall be as follows:

4.1 The Civilian Secretariat for Police Service (CSPS) shall:

- 4.1.1 Serve as the "lead" department to convene the work planning meetings related to this MOU;
- 4.1.2 Continue its functions in accordance with and subject to the CSPS Act, 2011 and applicable legislations;
- 4.1.3 Subject to the express agreement between the parties at Joint Steering Committee, the CSPS shall cooperate with the DCoG to enable it to perform any other function within the parameters of crime and violence prevention and shall subject to available funds afford the DDCoG resources reasonably necessary to perform its duties;
- 4.1.4 Provide input to DCoG on the development of the following:
 - 4.1.4.1 Guidelines on community safety;
 - 4.1.4.2 Key performance indicators for community safety for IDPs;
 - 4.1.4.3 Provincial assessment tool for IDPs in respect of community safety for provinces;
- 4.1.5 Review and strengthen the Community Policing Forum (CPF) and Community Safety Forum (CSF) policy.
- 4.1.6 Clarify the relationship between Provincial Secretariats and local government in respect of the CSF Policy and CPF Policy.



- 4.1.7 Provide support to Provincial Secretariat who in terms of CSF policy are responsible for cooperating with the Department of Cooperative Governance on establishing CSF.

4.2 The Department of Cooperative Governance and Traditional Affairs (DCoG) shall:

- 4.2.1 Perform its functions in terms of the Constitution of the Republic of South Africa, 1996 and relevant legislation;
- 4.2.2 Subject to the express agreement between the parties at Joint Steering Committee level cooperate with the CSPA to enable it to perform any other function within the parameters of crime and violence prevention and shall subject to available resources afford the CSPA resources reasonably necessary to perform its duties;
- 4.2.3 Be responsible for the development of guidelines and regulations to facilitate the institutionalisation of the ICVPS across government as set out in paragraph 4.2 of this MOU.
- 4.2.4 In line with CSF policy (2016):
- 4.2.4.1 Create a framework in which municipalities are compelled to establish Community Safety Forums (CSFs)
- 4.2.4.2 Provide technical assistance to the Provincial Secretariats during establishment of CSFs and oversee the continuous participation and deliberations of municipalities in CSFs.
- 4.2.4.3 Assist municipalities with administration and resourcing to optimize the functionality of CSFs in meeting its objectives.
- 4.2.4.4 Ensure that each Integrated Development Plan (IDP) makes proper provision for local community safety initiatives and that such initiatives are budgeted for.



4.2.5 These guidelines and regulations must:

- 4.2.5.1 Address the role of local government in community safety and development of Key Performance Indicators for the respective Integrated Development Plans.
- 4.2.5.2 Clarify obligations of provincial government to local government.
- 4.2.5.3 Strengthen intergovernmental relations and mechanisms between spheres of government for community safety.
- 4.2.5.4 Develop standard by-laws for community safety.
- 4.2.6 Facilitate funding and resources for community safety at local level;
- 4.2.7 Integrate the focus on crime and violence prevention into government initiatives;
- 4.2.8 Create a framework in which municipalities are compelled to establish Community Safety Forums;
- 4.2.9 Provide technical assistance to the Provincial Secretariats during the establishment of CSFs and oversee the continuous participation and deliberations of municipalities in CSFs; and
- 4.2.10 Assist municipalities with administration and resourcing to optimize the functionality of CSFs in meeting its objectives.
- 4.3 Facilitates the incorporation/inclusion of ICVPS in the performance agreements of Councilors.
- 4.4 Both parties must facilitate communication and information sharing in respect to:
 - 4.4.1 Updates on Project Plan.
 - 4.4.2 Monitor and evaluate implementation progress.



5. COMMENCEMENT

5.1 The MOU shall commence on the date on which the last signature appears on this MOU.

5.2 The duration of this MOU shall be for a period of three consecutive (03) years. There will be an annual review that determines continuation and/or termination of this MOU.

6. TERMINATION

6.1 The Parties shall have the right to terminate this MOU for any reason whatsoever upon two (02) months written notice to the other Party.

6.2 Parties may further terminate this Agreement, upon thirty (30) calendar days' written notice to the other Party should:

6.2.1 A Party fail to remedy a failure in the performance of its obligations as indicated hereunder, within thirty (30) calendar days of receipt of such notice, or within such further period as the Parties may approve, in writing; and

6.2.2 The defaulting party fail to comply with the final decision reached as a result of any conciliation and negotiation proceedings.

6.2.3 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.

7. FINANCIAL MANAGEMENT

7.1 The Parties shall execute their respective services and carry out all obligations with diligence, efficiency, and in accordance with generally accepted legal prescripts such as the PFMA.



- 7.2 The Parties agree to identify specific projects that the Parties will jointly implement.
- 7.3 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.
- 7.4 Parties will, where possible and subject to available resources, jointly source and assist with the planning and funding of the identified projects based upon agreed activities and carry the costs of such activities.
- 7.5 The financial obligations of each party will be subject to financial directives applicable to each party.

8. STANDARD TERMS AND CONDITIONS

8.1 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 and hand, all letters, documents, notices and reports.

8.2 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 the Party against the other.

8.3 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 in writing and signed by the Parties.



9. 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.

10. 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.

11. DISPUTE RESOLUTION

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

11.1.1 The formation or existence of this MOU;

11.1.2 The implementation of this MOU;

11.1.3 The interpretation or application of the provisions of this MOU;

11.1.4 The Parties' respective rights and obligations in terms or arising out of this MOU;



11.1.5 The validity, enforceability, rectification, termination or cancellation, whether in whole or in part of this MOU.

11.2 Any party may declare a dispute on written notice to the other Party.

11.3 In the event of a dispute, the PMT will meet within seven (07) working days of the dispute having been declared to attempt to resolve it.

11.4 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 a 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 parties agree that the MOU can be terminated.

12. CONFIDENTIALITY OF INFORMATION

12.1 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.

12.2 The Parties shall carry out their obligations hereunder using the same degree of care used in protecting their own proprietary information.

12.3 The Parties shall not use the *confidential information* or data of the other Party, without prior written authorisation, for any purpose other than the lawful carrying of their obligations under this MOU.

12.4 Neither Party except to the extent that a Party is legally required to make a public statement, 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 a public statement or press release, which consent must not be unreasonably withheld.



13 REPORTING OBLIGATIONS

- 13.1 The Parties shall establish a Joint Steering Committee (JSC) comprised of the Secretary for Police Service and the Director-General of Cooperative Governance.
- 13.2 The JSC shall monitor the implementation of this MOU.
- 13.3 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:
- 13.3.1 Two Senior Management Staff from the Civilian Secretariat for Police Service; and
- 13.3.2 Two Senior Management Staff from Cooperative Governance and Traditional Affairs Department.
- 13.3.3 All parties shall present Project Reports on quarterly basis on progress of the deliverables set out in the Project Plan of the MOU.
- 13.4 The JSC shall meet at least twice a year to discuss any matters relevant and incidental to the MOU, 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.
- 13.5 The PMT must consider only matters relevant to the objectives of this MOU as stated in clause 2 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.



13.6 The PMT shall ensure that sufficient human resources are available to ensure successful implementation of the MOU.

13.7 The PMT shall monitor progress made and institute corrective action as and when needed.

14 GENERAL

14.1 It is agreed that regardless of any name change or change in legal structure of both Parties, the conditions of this MOU shall still be applicable.

14.2 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.

14.3 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 organisation in relation to the subject matter of this MOU.

15 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.

16 DOMICILIUM CITANDI ET EXECUTANDI



The Parties elect the following as their *domicilia citandi et executandi*, at which any written notice, legal processes, or any other documents or communication in connection with this MOU shall be delivered-:

FOR CIVILIAN SECRETARIAT FOR POLICE SERVICE DEPARTMENT

(a) Office of the Secretary for Police Service

8th Floor, Fedsure Forum Building

268 Lilian Ngoyi Street

PRETORIA

For attention: Mr Smike Thulani Sibuyi

Contact. No: 082 530 3127

FOR COOPERATIVE GOVERNANCE DEPARTMENT

(b) 81 Hamilton Street

Acardia

PRETORIA

For attention: Mr Mbulelo Tshangana

Tel No: 012 334 0600

Fax No: 012 334 0602

or other such address in the Republic of South Africa, not a postal office box, or *post restante*, of which a party may notify the other in writing.



Thus done and signed at PRETORIA this 5th day of FEB 20 25

For and on behalf of the Department of Cooperative Governance

Mr Mbulelo Tshangana


Director-General of the Department of Cooperative Governance

AS WITNESSES:

1. 

2. _____

Thus done and signed at Cape Town this 29 day of October 2024

For and behalf of the Civilian Secretariat for Police Service

MR. ST SIBUYI


Secretary for Police Service

AS WITNESSES:

1. 

2. 