

CO-OPERATIVE FRAMEWORK

Hereinafter referred to as “**CF**”

BETWEEN

THE SOUTH AFRICAN POLICE SERVICE

Hereinafter referred to as
the “**SAPS**”

Herein represented by

Lt Gen J.K. Phahlane

In his capacity as Acting National Commissioner of the South African Police Service

AND

AFRIFORUM

Hereinafter referred to as
“**AfriForum**”

Herein represented by

Mr. Ian Cameron

In his capacity as Head: Community Safety

(Herein jointly referred to as the “Parties” and separately as a “Party”)

1. PREAMBLE

WHEREAS the objects of the SAPS are to prevent, combat and investigate crime, to maintain public order, to protect and secure the inhabitants of the Republic and their property, and to uphold and enforce the law;

WHEREAS AfriForum is a civil-rights organisation aligned to the Solidarity Movement established with the objective of encouraging the participation of certain minority groups in the public debate and civil actions.

WHEREAS the SAPS wishes to establish and maintain good co-operation and communication with all communities, including but not limited to AfriForum only.

NOW THEREFORE the Parties agree as follows:

2. PURPOSE

The Parties wish to establish a framework that will facilitate co-operation between them. The aim of the CF is to enable the Parties to liaise with each other with a view to maintaining a partnership between them, promoting communication and promoting joint problem identification and problem-solving.

4. SCOPE OF POTENTIAL COLLABORATION

4.1 The Parties undertake to be of assistance to one another as needed and where appropriate with the aim of adopting an integrated approach to building safety and strengthening community participation.

4.2 The Parties will engage with one another in order to establish how AfriForum can align its activities with the strategic objectives of the SAPS.

4.3 It is acknowledged that AfriForum has established certain local community safety structures that are stakeholders in certain community safety networks. It is acknowledged that through these structures AfriForum has access to a certain part of the community and information which they may have which could be of assistance to the SAPS in the prevention, combatting and investigation of crime.

4.4 Both Parties agree to designate two (2) persons that will serve as liaison in order to facilitate proper communication between the Parties. The designated persons are to be identified in an annexure to this CF.

- 4.5 The Parties commit to the continuance of the existing projects that are in line with this CF.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1 The SAPS undertakes to —

- 5.1.1 Consider requests for co-operation on specific projects or initiatives between the Parties submitted by AfriForum.
- 5.1.2 Enhance communication between the SAPS and AfriForum.
- 5.1.3 Follow up on and investigate information (tip-offs) received through AfriForum.
- 5.1.4 Consider the inputs of AfriForum where appropriate in respect of police operations aimed at curbing crime.

5.2 AfriForum undertakes to —

- 5.2.1 Serve as liaison between the SAPS and the community that they represent to promote the objectives of the SAPS as per the Constitution.
- 5.2.2 Provide the SAPS with information on community initiatives to fight crime timeously but at least twenty-four (24) hours prior to the commencement of such initiatives.
- 5.2.3 Provide investigative information (tip-offs) to the SAPS.
- 5.2.4 Extend invitations to the SAPS to be represented and involved in AfriForum Crime Curbing initiatives where appropriate.

6. FINANCIAL PROVISIONS

- 6.1 The Parties agree that each Party shall bear its own costs incurred in the execution of its obligations and commitments aligned to this CF.

- 6.2 Neither Party is liable to the other Party merely as the result of termination of this CF before the date of termination as set out in clause 8.1.

7. LEGAL PROVISIONS

- 7.1 The provisions of this CF do not create any other expectation other than those contained in this CF and do not prevent the SAPS from concluding similar CF's with other organisations that represent other communities.

8. IMPLEMENTATION

- 8.1 This CF will commence on the date of signature by the Party signing last in time and shall remain in existence for three (3) years, subject to annual review.
- 8.2 Any Party may initiate the review of this CF by giving not less than sixty (60) days written notice thereof to the principal of the other Party.
- 8.3 Before expiration of the term of this CF, the Parties may negotiate the renewal of this CF should they wish to do so.
- 8.4 Either Party may terminate this CF at any time by serving notice on the other Party thirty (30) days prior to the envisaged termination date.

9. SPECIFIC CONDITIONS APPLICABLE TO PUBLICATION OF CERTAIN INFORMATION, MEDIA RELEASES AND THE UTILISATION OF SAPS PERSONNEL

- 9.1 No photographs, identity-kit or information of any wanted suspect, witness or pending community-related case that has come to the attention of AfriForum as a result of this CF may, without prior permission of the SAPS, in consultation with the investigating officer, be released, published or used or caused to be released, published or used by AfriForum or any person or entity linked or associated with AfriForum;
- 9.2 Save in as far as to acknowledge that this CF has been established by the Parties, neither the name nor the insignia of the SAPS or the CF itself may be used in any commercial advertisement, marketing campaign, fundraising campaign or promotion by AfriForum or any person or entity linked or associated with AfriForum;

- 9.3 Any media release by AfriForum emanating from this CF, in so far as it relates either directly or indirectly to the SAPS, its functions, mandate or any member or employee thereof, is subject to approval by both Parties;
- 9.4 Any request made by AfriForum to the SAPS must be in writing and directed to the SAPS Community Partnership Policing Office/ the designated contact point/ person as provided for in clause 4.4.

10. MANAGEMENT OF THE CF

- 10.1 The implementation of this CF shall be managed by a representative of each Party appointed or designated by the signatory of each Party.
- 10.2 The respective representatives of the Parties shall meet as and when needed to ensure coordination, quality and execution of this CF.

11. GOOD FAITH

- 11.1 The Parties enter into this CF in good faith and undertake to co-operate and assist each other in all dealings with any other party that is necessary to achieve the purpose of and give effect to this CF.

12. CONFIDENTIALITY

- 12.1. Neither Party shall disclose to any third party, any confidential information relating to its functions or the provisions of this CF including any financial terms and conditions, except: to the extent that it is necessary to comply with any law or valid court order.
- 12.2 Notwithstanding the provisions of clause 12.1 above, the Parties shall not, at any time, during or after the term of this CF, disclose to any person whatsoever any confidential information relating to either Party or its business or trade secrets of which the other Party has or may come into possession pursuant to the provisions of this CF.

13. GENERAL

- 13.1 This CF shall in all respects be subject to and construed and interpreted in accordance with the laws in force

in the Republic of South Africa.

- 13.2 No Party shall have the right to assign or transfer any of its rights or obligations under this CF without the written consent of the other Party.
- 13.3 Nothing in this CF shall be taken or construed as allowing any of the Parties to bind the other or act as a representative of the other, without prior written consent.
- 13.4 This CF is the whole agreement between the parties and supersedes all prior discussions, documents and negotiations and no amendment, variation, alteration or addition hereto shall be of any force or effect, unless reduced in writing and signed by the Parties.
- 13.5 The ownership of all intellectual property shall remain with the Party that made such property available to, or provided access to such property, for any purpose whatsoever. Where new intellectual property is developed as a product of a mutual intervention, the ownership rights shall be agreed prior to the commencement of such intervention.

14. BREACH

In the event that a Party (defaulting party), commits a breach of any of the terms of this CF and fails to remedy such breach within a period of two (2) weeks after receipt of a written notice from the other Party (aggrieved party), requiring such breach to be remedied, the aggrieved party shall be entitled at its sole discretion, without prejudice to any other rights it may have in terms of this CF, or in law, to terminate this CF.

15. DISPUTE RESOLUTION

Any dispute which may arise from the interpretation and implementation of this CF must be resolved amicably between the two Parties

16. DOMICILIA AND NOTICES

- 16.1 The Parties choose *domicilia citandi et executandi* ("domicilia") for the purposes of giving any notice, the service of any process and for any other purpose arising from the CF at their respective addresses as follows:

16.1.1 **THE SOUTH AFRICAN POLICE SERVICE**

The Acting National Commissioner

SAPS Head Office
Wachthuis Building
231 Pretorius Street
PRETORIA
0001

16.1.2 **AFRIFORUM**

The Head: Community Safety
Cnr DF Malan Drive & Union Avenue
Kloofsig
Centurion

16.2 Should any Party elect to deliver any items or document to the other Party by way of any postal service, courier or agent or electronic or mechanical or telecommunication means, that item or document shall be deemed delivered, in the case of registered posting, within 7 (seven) business days of posting, in the case of courier delivery, on the same day as the courier's delivery note indicates such delivery took place, in the case of electronic, mechanical or telecommunications means, on the day that the relevant transmission report indicates such delivery took place, unless otherwise proved by the receiving Party.

16.3 Each Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this clause, provided that the change shall become effective on the fourteenth (14th) day after receipt of the notice by the addressee.

Signed at _____ on this the _____ day of _____ 2016.

THE SOUTH AFRICAN POLICE SERVICE

Duly Authorised

Name: _____

Designation: _____

Signed at _____ on this the _____ day of _____ 2016.

AFRIFORUM

Ian Cameron
Head: Community Safety