

MEMORANDUM OF AGREEMENT

ENTERED INTO BY AND BETWEEN



THE SOUTHERN AFRICAN EMERGENCY SERVICES INSTITUTE NPC

A non-profit company recognised by the South African Qualifications Authority (SAQA) as a professional body in terms of Section 13(1)(i) of the NQF Act, Act 67 of 2008, and an accredited certifying entity of the International Fire Services Accreditation Congress (IFSAC) to quality assure and certify fire and emergency services training programs of the National Fire Protection Association within the republic of South Africa.

Herein represented by Ms Salome van den Berg in her capacity as the Relationship Manager and she being duly authorised thereto

(Herein after referred to as "SAESI")

AND



SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION

An association not for gain, recognised in terms of section 2(1) (a) of the Organised Local Government Act, 1997 (Act no. 52 of 1997) to represent local government nationally and provincially and a public entity in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

Herein represented by Mr. Rio Nolutshungu in his capacity as the Acting Chief Executive Officer and he being duly authorised thereto

(Herein after referred to as "SALGA")

INITIALS (SALGA)	INITIALS (SAESI)
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PREAMBLE

WHEREAS the South African Local Government Association (SALGA) is an association not for gain, recognised in terms of section 2(1)(a) of the Organised Local Government Act, 1997 (Act no. 52 of 1997) to represent local government nationally and provincially and a public entity in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

WHEREAS the Southern African Emergency Services Institute (SAESI) is a non-profit company registered in terms of the Companies Act 71 of 2008, registration number 2014/162285/08, and is recognised and authorized by South African Qualifications Authority (SAQA) as a professional body to award its registered professional designation, and is further recognised by the Quality Council for Trade and Occupancies (QCTO) as an Quality Assurance Partner (QAP) of the Local Government Seta (LGSETA) who are mandated to quality assure the provision of Occupational Certificate: Fire-fighter registered on the National Qualification Framework.



AND WHEREAS the SALGA and SAESI are desirous to establish a relationship.

WHEREBY THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

In this Agreement -

- 1.1 clause headings are for convenience only and are not to be used in its interpretation;
- 1.2 an expression which denotes;
- 1.3 any gender includes the other genders;
- 1.4 a natural person includes a juristic person and *vice versa*; and
- 1.5 the singular includes the plural and *vice versa*.

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MOA between SALGA & SAESI

2. DEFINITION

In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –


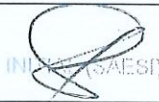
- 2.1 "Agreement" means this Memorandum of Agreement between SAESI and SALGA;
- 2.2 "Effective Date" means the date on which a party signing the agreement signs last;
- 2.3 "Governing Law" means the law of the Republic of South Africa
- 2.4 "SAESI" means the Southern African Emergency Services Institute.
- 2.5 "Parties" means the parties to this Agreement and the word "Party" shall refer to either SALGA or SAESI as the case may be.
- 2.7 "Signature Date" means the date of signature of this Agreement by the last Party to do so.
- 2.8 "SALGA" means the South African Local Government Association an autonomous association of municipalities with its mandate derived from the Constitution of the Republic of South Africa. This mandate defines SALGA as the voice and sole representative of local government.

3 BINDING AGREEMENT

- 3.1 This MOA sets out principles and guidelines which shall form the basis of the cooperation relationship that the Parties are embarking on.
- 3.2 SALGA and SAESI are committed to partnering on areas of mutual understanding and collaboration as detailed in this agreement.
- 3.3 The parties to agree on the terms and conditions applicable to such collaboration, which agreement the parties wish to record in writing as set out in this MOA.

4 DURATION

- 4.1 This Agreement shall commence on the Effective Date and endure for five (5) years.
- 4.2 Notwithstanding the provisions contained in clause 4.1 above, either Party may by mutual consent terminate this MOA by furnishing a thirty (30) days written notice to the other Party.



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- 4.3 The termination of this MOA will not relieve the Parties hereto of any liabilities or obligations accruing up to date of such termination. All rights, liabilities or obligations accruing to either Party up to the date of termination of this MOA, will likewise remain in full force and effective until such rights, liabilities or obligations as may flow from any current Project and Programmes by the Parties, has been completed.

5 PURPOSE

The purpose of this MOA is to:

- 5.1 Formalise a strategic collaboration between SAESI and SALGA to strengthen cooperation between the Professional Body and the Local Government sector responsible for fire-fighting and emergency services provision.
- 5.2 Support the development of human resources by recognising and supporting participation of SAESI officials and office bearers located within Local Government Municipalities by providing the necessary support of time-off for office bearer training and the execution of fiduciary obligations of a non-profit company to hold and attend stakeholder meeting at regional and national structures.
- 5.3 Facilitate cooperation between Local Government and SAESI in the participation of capacity building programmes which targets technical skills development that supports public safety and disaster risk reduction measures.
- 5.4 Support the professional development of fire fighting industry by adopting the Occupational Certificate Fire fighter (NQF 4) as the benchmark entry level standard within all local government municipalities.
- 5.5 Facilitate the migration of existing municipal employees from legacy qualifications into the new occupational certificate through the Recognition of Prior Learning (RPL) or Credit Accumulation and Transfer (CAT) policies of the SAQA.
- 5.6 Facilitate the strengthening of institutional arrangements for the "right to practice" as a fire-fighter by ensuring existing municipal employees maintain the minimum competencies of the registered professional designation of Fire-fighter Practitioner (SA)- FFP(SA).

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- 5.7 Collaborate in Conferences, Seminars and Workshops on Emergency Services Delivery and technology.
- 5.8 Facilitate cooperation of municipalities to foster sound and productive labour relations by ensuring professionally designated fire fighters maintain their ethical conduct and obligations by refraining from any action that compromises public safety and harm to the professional body.



This agreement is not limited to the above, it also considers other areas of mutual understanding and collaborations between the two parties.

6. MANAGEMENT STRUCTURE

The parties shall establish a **Stakeholder Management Team** which will oversee the progress of the project from time to time. The stakeholder management team shall comprise representatives of both Parties. The Stakeholder Management Team shall establish an **Operational Plan** (Appendix 1 of this document) which will be reviewed annually.

Roles and Responsibilities of the Stakeholder Management Team will include:

- 6.1 Approving all milestones, timeframes and deliverables;
- 6.2 Providing guidance on deliverables and assist with the implementation of the programme;
- 6.3 Jointly be accountable and responsible for the output of the programme deliverables;
- 6.4 Adding value and monitor work provided in the implementation of the programme;
- 6.5 Deliberating on the changes of the programme before such can be presented and approved by the parties to this memorandum; and
- 6.6 Attending to any other responsibility that will be assigned to it by the parties.

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7 NATURE OF THE RELATIONSHIP

- 7.1 Both SALGA and SAESI accordingly shall observe the principles and values of cooperation as enjoined in section 41 (1) of the constitution.
- 7.2 No party shall present itself as the representative or agent of the other party for any business, legal or any other reason, nor shall it have the power of authority to commit the other party at any time. The parties agree that nothing in this MOA shall be interpreted as establishing a partnership agreement between them.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Parties acknowledge and agree that all the rights, title and interest in and to any intellectual property, including but not limited to trademarks and copy works, regardless of whether it is registered or not, which is designed, produced or made available to one Party by the other Party from time to time, as a result of this MOA, shall remain exclusively the property of that Party.
- 8.2 Neither Party shall in any manner alter or effect the display of the Party's respective rights in intellectual Property (and disclaimers) of the other Party without the prior written approval of the Party.
- 8.3 The Parties reciprocally undertake that the CONFIDENTIAL INFORMATION acquired by them will be used solely in pursuing the PROPOSED TRANSACTION and will not be used directly or indirectly to the prejudice of the disclosing Party or to afford the receiving Party or any third party any commercial advantage.
- 8.4 The Parties reciprocally acknowledge that the CONFIDENTIAL INFORMATION is the sole property of the disclosing party.

9 CONFIDENTIALITY

- 9.1 The Parties shall at all times treat the information relating to the MOA and contents of any intellectual property or propriety rights of the other Party as confidential and undertakes not to disclose to any third party any such information except insofar as such disclosure is authorized in writing by the other Party or is ordered by a court of law.

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- 9.2 The Party that is obliged to disclose the said information shall as soon as reasonably possible, but before the information is revealed, inform the other Party involved in writing of any demands made upon it to reveal the information referred to above.

10 NOTICES AND DOMICILIA

All notices or correspondence in terms of this Agreement shall be delivered by hand or sent by certified mail or faxed and shall be addressed as below which the parties hereto choose as *domicilium citandi et executandi*.

Notice of change of address may be given by either party in writing and shall be delivered or sent by prepaid registered post by one party to the other. Any notice to a party contained in a correctly addressed envelope and sent by prepaid registered post to it at its chosen address, or delivered by hand by a responsible person during ordinary business hours at its chosen address, shall be deemed to have been received, in cases where it is sent by prepaid registered post, on the 14th (fourteenth) business day after posting (unless the contrary is proved) and, in the case it is delivered by hand, on the day of delivery.

SAESI:

Attention: Me. Salome van den Berg,



Physical Address: 295 Jorissen Street, Off Voortrekker, Krugersdorp 1739

SALGA:

Attention: Mr Rio Nolutshungu

Physical Address: Menlyn Corporate Park Block B, 175 Corobay & Garsfontein Rd, Menlyn, 0001

A Party may change its *domicilium* or its address for the purposes of notices to any other physical address or telefax number by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.

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10.1 All notices to be given in terms of this Agreement will be given in writing, in English, and will:

10.1.1 be delivered by hand or sent by email;

10.1.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and

10.1.3 if sent by email during business hours, it be presumed to have been received on the date of successful transmission of the email. Any email sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

10.2 Notwithstanding the above, any notice given in writing in English, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

10.3 The Parties record that whilst they may correspond via email during the currency of this Agreement for operational reasons, no formal notice required in terms of this Agreement, nor any amendment of or variation to this Agreement may be concluded via email.

11 RELATIONSHIP OF THE PARTIES

11.1 The Parties acknowledge and agree that nothing in this Agreement shall be construed as creating any partnership, joint venture or any such similar relationship among the Parties. Neither Party shall have the right to make representations on behalf of or bind any other Party without its prior written consent.

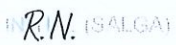
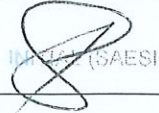
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12 DISPUTE RESOLUTION

- 12.1 Any disagreement between the parties with regard to implementation, application, interpretation or breach of this MOA shall be settled as follows:
- 12.1.1 A disagreement or dispute shall be initiated in writing.
 - 12.1.2 The parties shall initially make all reasonably efforts to settle any such difference or dispute through consultation and negotiation.
 - 12.1.3 Should either party allege that there has been any non-compliance by the other party, in respect of any of the material terms and conditions of this agreement, the duly appointed representatives of the parties shall first attempt to resolve the matter amicably
 - 12.1.4 Should settlement not be achieved in terms of clause 12.3 above, the matter shall be referred to the SALGA CEO and the head of moral regeneration movement who shall settle the matter.
 - 12.1.5 If a dispute between the parties from this agreement should still not be resolved using the above methods, the matter shall be referred for arbitration and mediation to a single arbitrator in accordance and subject to the provisions of the arbitration act, 42 of 1965 or any re-enactment or amendment thereof.

13 CONFIDENTIALITY

- 13.1 Each Party shall treat any and all information and data disclosed to it by the other Party in connection with this Agreement in any form whatsoever, and this Agreement itself as confidential and proprietary, shall preserve the secrecy of the Confidential Information and shall not use the Confidential Information for any purpose other than solely in connection with this Agreement.

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13.2 The Parties shall at all times treat the information relating to the MOA and contents of any intellectual property or propriety rights of the other Party as confidential and undertakes not to disclose to any third party any such information except insofar as such disclosure is authorized in writing by the other Party or is ordered by a court of law.

13.3 The Party that is obliged to disclose the said information shall as soon as reasonably possible, but before the information is revealed, inform the other Party involved in writing of any demands made upon it to reveal the information referred to above.

14 RELEVANT LAW GOVERNING AGREEMENT AND LANGUAGE


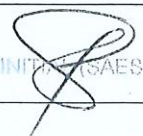
14.1 The Parties acknowledge their respective obligations and recognise provisions of the Electoral Act and other related legislations including the Constitutional obligations applicable to the responsibilities expected of all key stakeholders in the implementation of this MOA.

14.2 The MOA will be governed by the laws of South Africa and the language of the MOA will be English.

15 GENERAL

15.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, saves to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

15.2 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

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- 15.3 No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless in writing and signed by the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of either Party in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 15.4 Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either Party without the prior written consent of the other Party, save as otherwise provided herein.



16 MANAGEMENT OF THE MEMORANDUM OF AGREEMENT

The Parties recognize that their respective accounting authorities are responsible for the implementation of this MOA.

In order to ensure the effective implementation of the terms of this MOA, the Parties shall within 14 working days from the effective date, establish a **Project Implementation Team** comprising of representatives from both Parties.

The Project Implementation Team shall serve as an advisory body and shall amongst others:

- 16.1 Identify and recommend Projects and Programmes for consideration and approval by the Parties' respective accounting authorities;
- 16.2 Ensure, within the confines of this MOA, that Projects and Programmes agreed to by the Parties are implemented in such a manner as to achieve the objectives of this Agreement; and

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16.3 Formulate advice and provide solutions to any challenges in the operationalization of the MOA for consideration and approval of the Parties' respective accounting authorities.

The Project Implementation Team shall prepare predetermined criteria for consideration and approval by the Parties' respective accounting authorities, in terms of which Projects and Programs will be undertaken (including the procurement of services by the third parties to carry out such identified Projects and Programs), monitored, and evaluated in order to determine the overall impact thereof.

That SALGA and SAESI shall be represented by an equal number of their respective personnel in the Project Implementation Team. The Executive Director of the Community Development Directorate of SALGA will preside over the first Project Implementation Team meeting, where after the Project Implementation Team will develop its own modus operandi and terms of references.

17 COMMUNICATION AND COORDINATION

The parties will be responsible for the coordination of the following:

- 17.1 Coordinate communications between the parties and other relevant stakeholders;
- 17.2 Coordinate and oversee the implementation and ongoing delivery of short, medium and long-term commitments and projects agreed to under this agreement;
- 17.3 Monitor and evaluate the implementation and ongoing delivery of this agreement; and
- 17.4 Pursue cooperative arrangements with all stakeholders to advance the objectives of this agreement and provide for their input.

18 FINANCIAL AND ADMINISTRATIVE ARRANGEMENTS

- 18.1 The parties agree that this MOA does not create any financial obligation for any of the Parties affecting the areas of cooperation, in addition to obligations in already existing strategic plans.

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- 18.2 Funding for administration and operations of the collaboration will be linked to the plans of each individual institution.
- 18.3 Funding for activities as indicated in the joint action plan will be secured by both institutions for the implementation of joint programmes.

19. COMPLIANCE WITH POPI

- 19.1 The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 4 of 2013 (hereinafter referred to as 'POPI').
- 19.2 Where any Party receives any personal information as defined by POPI it shall ensure that it fully complies with the provisions of POPI and only deal with the personal information to fulfil its obligations under this Agreement. The personal information received shall not be further processed or disclosed without the consent of the disclosing Party (and/or the data subject) and the Parties shall ensure that adequate measures are taken to comply with all applicable privacy laws for the duration of this Agreement.
- 19.3 Upon termination of this Agreement, for whatever reason, the receiving party of either Party's personal information shall, at the request of the disclosing Party, return or destroy such personal information and shall furnish proof to the satisfaction of the disclosing party that such personal information has been returned or disposed of in a manner which the disclosing party may direct in writing.

20. PUBLICITY

- 20.1 SAESI shall not use the name of SALGA or any member of SALGA, in any publicity, advertising or news release without the prior approval of an authorised representative of SALGA. SALGA shall not use the name of the SAESI, or any employee of the SAESI, in any publicity, advertising or news release without the prior approval of the SAESI.

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19 SIGNATURE

Signed on behalf of the Parties, each signatory hereto warranting that he/she has due authority to do so.

Signed at KRUG-ERSDORP on this 19 day of JUNE 2022.

Signature: 

Name of Signatory Salomé vanden Berg

Designation of Signatory Chief Executive Officer

On behalf of **SAESI**

Witness: John Lund

Signed at Pretoria on this 03 day of March 2022.

Signature: 

Name of Signatory Mr Rio Nolutshungu

Designation of Signatory Acting CEO

On behalf of **SALGA**

Witness: _____