

NOTICE 826 OF 2008**TRANSNET NATIONAL PORTS AUTHORITY****MEMORNDUM OF UNDERSTANDING BETWEEN TRANSNET NATIONAL
PORTS AUTHORITY AND THE SOUTH AFRICAN POLICE SERVICES
ENTERED INTO IN TERMS OF SECTION 13 OF THE NATIONAL PORTS
ACT, NO.12 OF 2005**

It is hereby made known for general information that a Memorandum of Understanding as set out in the Annexure hereto has, in terms of section 13 of the National Ports Act, No. 12 of 2008, has been entered into between Transnet National Ports Authority and the South African Police.

The agreement has been signed on behalf of Transnet National Ports Authority by Mr K Phihlela, Chief Executive Officer, and on behalf of the South African Police Service by Mr E Mawela, Assistant Commissioner and took effect on 30th November 2007.

MEMORANDUM OF UNDERSTANDING

BETWEEN

TRANSNET LIMITED

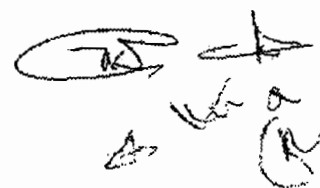
trading as

TRANSNET NATIONAL PORTS AUTHORITY

AND

THE SOUTH AFRICAN POLICE SERVICE

Collectively referred to as "the parties"

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WHEREAS in terms of the National Ports Act, 2005 (Act No. 12 of 2005), Transnet National Ports Authority (hereinafter referred to as "TNPA") is a port authority, which owns, manages, controls and administers commercial sea ports of the Republic of South Africa with the objective of promoting economic growth and development in the country;

WHEREAS the South African Police Service (hereinafter referred to as "SAPS") is an organ of state, established and functioning in terms of Chapter 11 of the Constitution of the Republic of South Africa, 1996, read with the South African Police Service Act, 1995 (Act No. 68 of 1995);

COGNISANT of the functions, rights and duties of all other organs of state present in the sea ports of South Africa;

DESIROUS to conclude this Memorandum of Understanding (hereinafter referred to as this "MOU"), to give effect to Chapter 3 of the Constitution of the Republic of South Africa, 1996, and Section 13 of the National Ports Act, 2005, (Act No. 12 of 2005); which provide for co-operative governance and inter-governmental relations amongst organs of state and to integrate the deployment of SAPS personnel in the sea ports of South Africa in terms of Cabinet Memorandum 4 of 2003;

the parties hereby agree as follows:

1. OBJECTIVES

The objectives of this MOU are to -

- 1.1 ensure the effective deployment of SAPS personnel at all South African sea ports;
- 1.2 integrate SAPS and TNPA roles that will result in safe and secure sea ports in South Africa;
- 1.3 ensure the joint implementation of an optimized policing and security strategy at the South African sea ports;

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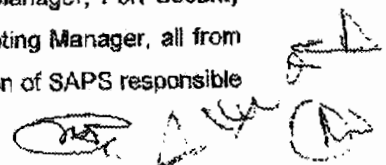
- 1.4 co-ordinate the performance and minimize the duplication of functions, between SAPS and TNPA personnel in the sea ports; and
- 1.5 enhance commercial operations of the South African sea ports

2. DURATION OF THE MOU

- 2.1 Subject to clause 2.2, this MOU will commence on the date of its signature by the party signing last in time and shall remain in existence for an indefinite period.
- 2.2 This MOU may be terminated by mutual agreement or by one party giving the other party one month notice to that effect.

3. STRUCTURES AND FORA FOR IMPLEMENTATION

- 3.1 The parties agree that the governance structures and fora to be established to ensure implementation of this MOU shall be -
 - (a) a steering committee which will meet quarterly. The Steering Committee will be made up of the Executive Legal, Risk and Compliance or his or her appointee as well as the National Security Manager from TNPA and representatives from the Division of SAPS responsible for sea ports who shall include a representative at the rank of Director and a representative at rank of Senior Superintendent. In the interest of safety and good order in a port, any party to this agreement may, as and when so required, co-opt any member or members of other security agencies to attend and give inputs to the steering committee. But, in any event, both TNPA and SAPS shall ensure that at least two representatives from each party from the working group referred to in sub-paragraph (b) hereunder shall attend the meetings of the Steering Committee. In addition thereto, both the Chief Executive of TNPA and the Component Head for Ports of Entry of SAPS shall be ex officio members of the Steering Committee
 - (b) a working group for each port which shall meet monthly. The working group in a port will be made up of the Port Manager, Port Security Officer, Corporate Communications and Marketing Manager, all from the TNPA, and representatives from the Division of SAPS responsible



- for sea ports who shall include a representative at the position of Unit Commander and his or her Operational Commander; and
- (c) port shift interfaces which will operate on a daily basis.

- 3.2 The Steering Committee shall agree on the mechanisms or tools to be used to execute, monitor and evaluate the actions and activities recommended by the working groups and port shift interfaces.
- 3.3 The parties shall make sufficient and suitably qualified personnel available for the implementation of this MOU, as far as it is reasonably possible.
- 3.4 TNPA will provide the necessary secretariat services for the holding, conducting and recording of meetings of the Steering Committee and the working group.

4. IMPLEMENTATION OF THE AGREEMENT

The parties undertake to -

- 4.1 share relevant operational, crime and security related information to ensure the successful implementation of this MOU, subject to the discretion of a party to withhold certain information that party considers sensitive or privileged;
- 4.2 link any initiative or project arising from this MOU with other initiatives, or projects of a similar nature, or which are interrelated, that exist in their respective areas of responsibility by focusing on value adding activities. The incurring of costs in relation to any initiative, or project arising from this MOU shall be agreed to in writing between the parties before the initiative, or project, is implemented;
- 4.3 make every effort to ensure the speedy implementation of this MOU;
- 4.4 develop operational schedules, logical operational procedures and standard operating procedures to govern the working relationship; and
- 4.5 revise the operational schedules, logical operational procedures and standard operating procedures on a biannual basis.

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