



# **THE MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE SAFETY AND SECURITY SETA**

**AND**

**THE PRIVATE SECURITY INDUSTRY  
REGULATORY AUTHORITY**

**APRIL 2014**

**2014**

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## 1. PREAMBLE

### WHEREAS

The Safety and Security Sector Education and Training Authority (SASSETA) and the Private Security Industry Regulatory Authority (PSIRA) shares similar objectives in promoting high standards in the training of security service providers and prospective security service providers;

### AND WHEREAS

The SASSETA has been accredited by the South African Qualifications Authority (SAQA) to perform the function as an Education and Training Quality Assurance Body in terms of the SAQA Act and in agreement with the Quality Council for Trades and Occupations in terms of the National Qualifications Framework Act in respect of security qualifications registered on the National Qualifications Framework;

### AND WHEREAS

The Private Security Industry Regulatory Authority (PSIRA) regulates the private security industry and exercise control over the occupation of security service which includes statutory functions in connection with the training of security service providers and prospective security service providers to ensure a high quality of training and to set and enforce minimum training requirements for registration as a security service provider;

### AND WHEREAS

The PSIRA and SASSETA are determined to strengthen collaboration and co-operation in the enhancement of training in the private security industry based on qualifications registered by SAQA on the National Qualifications Framework.

THEREFORE the parties agree to enter into a memorandum of understanding to enhance engagement and define one another's roles in terms of the development and quality assurance of qualifications for the private security industry registered on the National Qualifications Framework.

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## 2. LEGAL MANDATE OF PARTIES

### 2.1 Private Security Industry Regulatory Authority:

2.1.1 In terms of section 3 of the Private Security Industry Regulation Act, 2001, it is one of the objects of PSIRA to promote high standards in the training of security service providers and prospective security service providers.

2.1.2 In terms of section 4 of the Private Security Industry Regulation Act, 2001, PSIRA must take steps to achieve its objects with the means at its disposal and may, subject to the Act and any other law, for purposes of achieving its objects –

- a) Take such steps as may be expedient or necessary in connection with the training of security service providers and prospective security service providers to ensure a high quality of training and particular with regard to –
  - (i) the accreditation and withdrawal of the accreditation of persons and institutions providing security training;
  - (ii) the monitoring and auditing of the quality of training functions performed by accredited persons;
  - (iii) the participation in the activities of other bodies or persons entitled by law to set standards in respect of training of security service providers or bodies entitled to formulate, implement or monitor skills development plans for the private security industry;
  - (iv) the appointment of persons to monitor and assess achievements or outcomes in respect of standards applicable to training;
  - (v) the determination and accreditation of qualifications required by security service providers to perform particular types of security services; and

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- (vi) the taking of reasonable steps to verify the authenticity of training certificates presented by persons for the purposes of this Act.

## **2.2 The Safety and Security Sector Education and Training Authority (SASSETA):**

SASSETA is established in terms of the Skills Development Act, 1998 (act 97) as amended.

- 2.2.1 Develop and implement the sectors skills plans
- 2.2.2 Establish and promote learning programmes
- 2.2.3 Register agreements for learning programmes
- 2.2.4 Perform any function delegated by the QCTO
- 2.2.5 Collect and distribute skills development levies

## **3 DEFINITIONS**

In the Memorandum:

- 3.1 **"The Agreement"** means the agreement together with all schedules and appendices attached hereto or referred to here which schedule and appendices shall be signed and dated by the parties hereto.
- 3.2 **"Commencement date"** – on signature of the Agreement.
- 3.3 **"ETQA"** means a body accredited in terms of section 5(1) (a)(i) of the SAQA Act responsible for monitoring and auditing achievements in terms of national standards or qualifications, and to which specific functions relating to the monitoring and auditing of national standard(s) or qualifications have been assigned in terms of section 5(1)(b)(i) of the Act read with any agreement with the QCTO in terms of the National Qualifications Framework Act.
- 3.4 **"SASSETA"** means the Safety and Security Sector Education and Training Authority, accredited as the ETQA under the SAQA Act,

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responsible for the monitoring of Education and Training in the Safety & Security Sectors.

- 3.5 **"Learning Programme"** means the sequential learning activities, associated with curriculum implementation, leading to the achievement of a particular qualification or part of a qualification (SAQA 200:5).
- 3.6 **"National Qualifications Framework"** means the National Qualifications Framework in terms of section 4 of the NQF Act which provides for the registration of national standards and qualifications.
- 3.7 **"NQF Act"** means the National Qualifications Framework Act, 2008 (Act no 67 of 2008).
- 3.8 **"National Skills Authority"** means the National Skills Authority established by section 4 of the Skills Development Act, 1998.
- 3.9 **"Party"** means a signatory to this Memorandum.
- 3.10 **"Recognition"** means the certification, usually for a particular period of time, of a person, body or an institution as having the capacity to deliver and assess short, outcomes-based learning programmes for which quality assurance is essential.
- 3.11 **"PSIRA"** means the Private Security Industry Regulatory Authority established in terms of section 2 of the Private Security Industry Regulations Act, 2001.
- 3.12 **"Private Security Industry Regulation Act"** means the Private Security Industry Regulation Act, 2001 (Act no 56 of 2001).
- 3.13 **"QCTO"** means Quality Council on Trade and Occupations
- 3.14 **"SAQA"** means the South African Qualifications Authority as contemplated in section 10 of the National Qualifications Framework Act.
- 3.15 **"SETA"** means a Sector Education and Training Authority established in terms of section 9(1) of the Skills Development Act.
- 3.16 **"Short Learning Programme"** describes all short programmes, whether credits are awarded or not and is inclusive of skills programmes, credit-bearing short courses and non-credit bearing short courses.

  
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- 3.17 **"SAQA Act"** means the South African Qualifications Authority Act, 1995 (Act No. 59 of 1995).
- 3.18 **"Sector"** means the national economic sector for which the SETA was established.
- 3.19 **"Skills Development Act"** means the Skills Development Act, 1998 (Act No. 97 of 1998).
- 3.20 **"NLRD"** means National Learner Record Database.

#### 4 INTRODUCTION AND PURPOSE

The private security industry is amorphous and requires a joint approach to areas that require clarity and direction such as NQF training and recognition of prior learning (RPL). It is also important that the parties act as guardians of the industry in matters relating to development of qualifications, quality assurance, registration of training providers, verification and certification.

4.1 The purpose of this Memorandum is:

4.1.1 To ensure an effective working relationship between SASSETA and PSIRA in relation to quality assurance;

4.1.2 To jointly fulfil the responsibility of the Education and Training Quality Assurance functions in respect of qualifications registered on the National Qualifications Framework;

4.1.3 To ensure that the two parties manage their relations within this industry;

4.1.4 To clearly define and outline process that must be followed in fulfilling quality assurance functions.

4.2 The parties believe that in order to advance the objectives of the National Qualifications Framework in the private security industry, it is essential to establish an agreed framework for co-operation and collaboration and for this purpose have concluded this Memorandum of Understanding.

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- 4.3 This Memorandum does not in any way limit the statutory powers and functions of the parties to this Memorandum.

## 5 PARTIES TO THE MEMORANDUM

5.1 The parties to this Memorandum of Understanding are the Private Security Industry Regulatory Authority (hereinafter referred to as PSIRA and the Safety and Security Sector Education and Training Authority (hereinafter referred to as SASSETA).

### 5.2 The Parties:

5.2.1 The SASSETA has been accredited and assigned functions by the South African Qualifications Authority (herein after referred to as SAQA) under section 5 (1)(b)(i) of the SAQA Act as a body responsible for accreditation, monitoring and auditing achievements in terms of national standards and qualifications which functions were also conferred to the QCTO in terms of the NQF Act.

5.2.2 Perform functions as ETQA's in the Private Security Sector and work in partnership with QCTO.

5.2.3 The PSIRA has statutory obligations in respect of security training as per the Private Security Industry Regulation Act under section 4, k (i-vi).

5.2.4 SASSETA has the statutory responsibility for monitoring education and training in the Private Security Sector in terms of section 10(1)(b)(i) of the Skills Development Act.

5.2.5 Provide guidance in relation to legislative matters, in particular in light of the pending finalisation of training regulations in terms of the Private Security Industry Regulations Act for the private security industry.

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## **6 DURATION**

This Agreement shall commence on signature by both parties and is effective for the duration of the accreditation of SASSETA as a quality assurance body in terms of the NQF Act.

## **7 DELEGATION OF RESPONSIBILITIES**

In terms of section 4(z)(gg) and (hh), PSIRA may enter into agreements with or obtain the assistance of any department or organ of State to conduct or assist it in conducting any investigation or performing any other function in terms of the Act and cooperate with any person or body in the performance of an act which the Authority by law is permitted to perform.

## **8 AREAS OF CO-OPERATION**

- 8.1 In order to achieve the purpose of this Memorandum, the parties have adopted and will comply with the areas of co-operation as set out below.
- 8.2 The parties agree that, in the performance of the PSIRA delegated quality assurance function as per Private Security Industry Regulation Act, the SASSETA will fulfil this function as articulated in the ETQA regulations No.R1127 as well as the powers delegated to it by the QCTO. The SASSETA will:
  - 8.2.1 Promote a coherent and effective quality assurance system for education and training in the sector;
  - 8.2.2 Promote the quality assurance policies and procedures of SASSETA;
  - 8.2.3 Co-operate with the PSIRA in mutual trust and good faith and vice versa;
  - 8.2.4 Promote the portability of NQF registered standards and qualifications across sectors;
  - 8.2.5 Avoid duplication and not encroach on agreed functions or responsibilities of the other party;

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- 8.2.6 Assist and support the other party;
- 8.2.7 Inform the other party and consult on matters of common interest, including but not limited to the development of any occupational qualifications and matters affecting its accreditation as ETQA or quality assurance partner and the status of any regulations relating to minimum training standards for the private security industry;
- 8.2.8 Develop a joint Total Quality Management System;
- 8.2.9 Establishment of an industry stakeholder training forum (training providers and other key role players); and
- 8.2.10 Establish a stakeholder committee with SAQA and the QCTO.

## **9 RESPONSIBILITIES AND FUNCTIONS OF SASSETA**

- 9.1 The SASSETA will ensure that it has the resources (financial and human), structures and systems as required by SAQA or the QCTO to perform quality assurance functions for a pre-determined period set by SAQA or the QCTO agreed to by the parties with the permission of SAQA or the QCTO.
- 9.2 SASSETA will indicate to PSIRA any problems that are anticipated with regard to capacity and with the carrying out of the quality assurance functions.
- 9.3 Convene regular meetings on strategic and functional level to share information in relation to training within the private security industry and in particular issues requiring intervention to ensure that training functions effectively.
- 9.4 Request and share information with PSIRA on service provider information that may assist SASSETA in relation to matters that are of contention such as dealing with blacklisted providers
- 9.5 Accreditation, monitoring and evaluation of education and training providers
- 9.6 Registration of Education and Training Practitioners such as facilitators, assessors and moderators

- 9.7 Certification of learners and ensuring that the barriers are speedily removed and ensuring that the barriers are speedily removed
- 9.8 Maintenance of a SAQA or QCTO – accepted database of learners
- 9.9 Submission of reports to SAQA or the QCTO
- 9.10 Fees and charges for the rendering of ETQA services
- 9.11 Approving learning programmes and recognising short learning programmes provided that such short programmes lead provided that such short programmes lead to a qualificationqualification
- 9.12 Co-operating with and assisting moderating bodies to determine whether an assessment decision is credible in terms of fairness, validity, reliability and practicability
- 9.13 Placement of graduates with PSIRA for purposes of providing learners with experience. SASSETA will pay stipends for the learners
- 9.14 Placement of graduates with PSIRA for purposes of providing learners with experience. SASSETA will pay stipends for the learners

## **10 RESPONSIBILITIES AND FUNTIONS OF PSIRA**

- 10.1 Provide advice and guidance on critical legislative developments and changes that impact on SASSETA
- 10.2 Request information from SASSETA that may be of use in relation to providers within its scope
- 10.3 Provide SASSETA access to the database of service providers'
- 10.4 Advice on the rates and costs that is not in sync in the industry and in violation of any regulations such as RPL costs
- 10.5 Parties will jointly conduct a customer satisfaction survey bi-annually
- 10.6 Provide a list of currently PSIRA accredited training providers together with a list of all applicable conditions

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- 10.7 A list of training providers who are in the process of becoming accredited
- 10.8 A list of registered and accredited instructors
- 10.9 The PSIRA Accreditation of Providers Policy
- 10.10 The parties further agree that the PSIRA will be responsible for registration and monitoring of education and training providers and for fees and charges for the rendering of registration services and training quality assurance in terms of the Training of Security Officer Regulations, 1992
- 10.11 Drafting of regulations in support of NQF training standards

## **11 OBLIGATIONS OF PARTIES**

Parties to this Agreement shall provide ready access to each other's representative as may be necessary to enable him/her to perform the services contemplated in this Agreement. The Minister of Police will be informed of the process and the QCTO will be responsible for overseeing the process.

Each party will comply at its own expense with any national, provincial and/or municipal enactments, by-laws, notices, directions, orders for, requirements, or demands of any Government, municipal and/or any other Authority affecting this Agreement from time to time provided that if one party is prejudicially affected by any amendment subsequent to the effective date, such party shall be entitled to terminate the Agreement within a 30 (thirty) days written notice, taking into consideration that training providers are protected.

## **12 AGREEMENT ON QUALITY ASSURANCE**

The Parties agree that both SASSETA and PSIRA will perform a dual quality assurance functions of the NQF registered and SASSETA accredited training programmes.

The parties agree that the ETQA standing Committee of the SASSETA will consist of representatives of the PSIRA and representatives of the SASSETA.

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### **13 IMPLEMENTATION MECHANISMS, PROCEDURES AND TIME SCHEDULES**

The parties agree to develop appropriate mechanisms and procedures for implementing and monitoring this Memorandum and will determine appropriate time schedules for this purpose.

### **14 AMENDMENTS TO MEMORANDUM**

This Agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. Either party shall be bound by any express, tacit or implied, representation, warranty, promise or the like not recorded herein. This agreement supersedes and replace all prior commitments, undertakings or representations, whether oral or written, between the parties in respect of the subject matter hereof.

No addition to, variation, novation or agreed cancellation of any provision of this agreement shall be binding upon the parties unless reduced to writing and signed by or on behalf of the parties.

### **15 NEW PARTIES TO MEMORANDUM**

The parties may agree to introduce a new party to this Memorandum. Following an agreement in writing to this effect, the Memorandum shall become binding on the new party on signature.

### **16 DISPUTE RESOLUTION**

The following procedure must be adopted for the resolution of any dispute concerning the application or interpretation of this Memorandum. The parties must make reasonable efforts to settle any such dispute that arise between themselves. The parties must follow the appeals procedure set out in the SAQA or QCTO ETQA Criteria and Guidelines Document and refer disputes to the SAQA Authority or QCTO through the SAQA Executive Office and the Minister of Police.

- a. Should any difference or dispute arise at any time between the Parties, the duly authorised Senior Officials of each Party shall meet within fourteen (14) days, or such period as the Parties may agree, from the date on which the dispute arose, to resolve the dispute amicably.

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- b. If the dispute is not resolved at such a meeting or extended meeting as the Parties may agree to in writing, then either of the Parties shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be resolved by arbitration in terms of the Arbitration Act 42 of 1965 as amended. Such arbitration shall be held within the Gauteng Province.
- c. The appointment of the arbitrator shall be agreed upon between the Parties in writing but, failing agreement between them within a period of ten (10) business days after the arbitration has been demanded in terms of Clause 10.2 above, either Party shall be entitled to request the Arbitration Foundation of South Africa to make the appointment and, in making such appointment, to have regard to the nature of the dispute.
- d. The arbitrator shall have the powers conferred upon an arbitrator under the Arbitration Act 42 of 1965 as amended, but shall not be obliged to follow the procedures prescribed in the Act. The decision of the arbitrator shall be final and binding on the Parties and may be made an order of any court of competent jurisdiction.

## **17 INTELLECTUAL PROPERTY**

- a. All Intellectual Property Rights owned by either Party prior to this Memorandum shall remain the sole property of the Party.
- b. Neither Party shall, without the prior written consent of the other party, make use of the other Party's Intellectual Property.
- c. Neither Party shall acquire any rights, title or interest of any kind in any Intellectual Property of the other Party, unless agreed otherwise in writing by both Parties.
- d. Any Intellectual Property, in any media or format, prepared, created or authored prior to the effective date of the Memorandum by or specifically for either of the contracting Parties, shall belong exclusively to that contracting Party and, in this regard, the Parties may not cede, assign and make over any rights, title and interest in and to any such material or

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documentation to the other Party, unless agreed otherwise in writing by both Parties.

- e. The Parties co-own intellectual property developed during the currency of the Memorandum and, in the event that either Party utilises any intellectual property owned by the other Party for the provision of services to a third party, the Party shall pay to the other Party a portion of the fee received from such third party, to be agreed to in writing by the Parties.
- f. The Parties hereby acknowledge each other's Intellectual Property rights and undertake to one another that they shall not challenge those rights and shall do all thing necessary to ensure that the Intellectual Property of the other is not removed from the premises on which it is ordinarily and lawfully located, without the other's prior written consent.

Should any difference or dispute arise at any time between the Parties, the duly authorised Senior Officials of each Party shall meet within fourteen (14) days, or such period as the Parties may agree, from the date on which the dispute arose, to resolve the dispute amicably.

If the dispute is not resolved at such a meeting or extended meeting as the Parties may agree to in writing, then either of the Parties shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be resolved by arbitration in terms of the Arbitration Act 42 of 1965 as amended. Such arbitration shall be held within the Gauteng Province.

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Any Intellectual Property, in any media or format, prepared, created or authored prior to the effective date of this Memorandum by or specifically for either of the contracting Parties, shall belong exclusively to that contracting Party and, in this regard, the Parties may not cede, assign and make over any rights, title and interest in and to any such material or documentation to the other Party, unless agreed otherwise in writing by both Parties.

The Parties co-own intellectual property developed during the currency of this Memorandum and, in the event that either Party utilises any intellectual property owned by the other Party for the provision of services to a third party, the Party shall pay to the other Party a portion of the fee received from such third party, to be agreed to in writing by the Parties.

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## TERMINATION

Any party may withdraw from this Memorandum by giving the other party a once month's notice in writing sent by registered post.

The parties choose the addresses set out hereunder as their domicilia citandiet executandi for all purposes of this Agreement.

## PSIRA

Physical: 420 Witch-Hazel Avenue

Postal: Private Bag X817

Block B – Eco Glades 2 Office Park

Pretoria

Highveld Ext 70

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## SASSETA

Physical: Riverview Office Park

Janadel Avenue

Halfway Gardens

Midrand

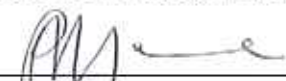
Tel (011)347-0200

## SIGNATORIES OF THIS AGREEMENT

SIGNED at MIDRAND on 01 April  
2014

For and on behalf of

**SAFETY AND SECURITY SECTOR EDUCATION AND TRAINING AUTHORITY**

  
\_\_\_\_\_  
Signature  
M Sekhonyane  
Name of Signatory  
Acting CEO  
Designation of Signatory



WITNESS 1

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Signature

Thembelani Mangena  
Name of Signatory

SIM SASSETA  
Designation of Signatory

WITNESS 2

*[Handwritten Signature]*

Signature

MPHO POGA MOKOBE  
Name of Signatory

DEPUTY DIRECTOR: COMMUNICATION & TRAINING  
Designation of Signatory

SIGNED at Midrand on 01 April  
2014

For and on behalf of

**PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY**

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Signature

M. Chouke  
Name of Signatory

Director  
Designation of Signatory

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