



**PIXLEY KA SEME DM**

**SERVICE LEVEL AGREEMENT**  
(QUOTE 13/2018: EMI-EHP CONVERSION TRAINING FOR  
ENVIRONMENTAL HEALTH PRACTITIONERS)

EW ML A

# SERVICE LEVEL AGREEMENT

## 1 PARTIES

1.1 The parties to this agreement are –

1.1.1 **PIXLEY KA SEME DISTRICT MUNICIPALITY**, a District Municipality established in terms of the Municipal Structures Act 117 Of 1998, with its main place of business at Culvert Road, De Aar, 7000, herein represented and duly authorised thereto by R.E Pieterse, in his capacity as Municipal Manager.

(“ the Customer”)

1.1.2 **NELSON MANDELA UNIVERSITY**, a University established in terms of the laws of the Republic of South Africa, situated at Main Building, Summerstrand Campus South, University Way, Summerstrand, Port Elizabeth 6031 herein represented and duly authorised thereto by Prof A Leitch in his capacity as Deputy Vice-Chancellor: Research and Engagement of the University.

(“the Service Provider”).

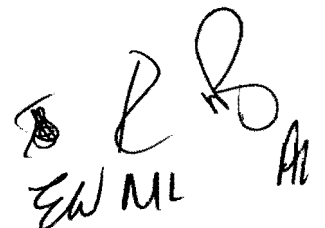
1.1 The parties agree as set out below.

## 2 INTERPRETATION

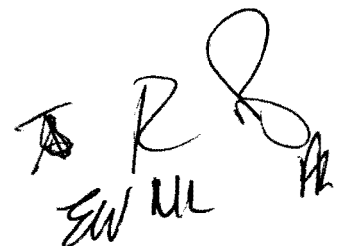
2.1 In this agreement, unless inconsistent with or otherwise indicated by the context –

2.1.1 “**the/this agreement**” means the agreement contained in this document, Quote 13/2018 and the Schedule attached to this agreement;

2.1.2 “**business day**” means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;

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- 2.1.3 “**deliverable items**” means the deliverable items to be provided by the Service Provider to the Customer in terms of this agreement, as set out in Quote 13/2018;
- 2.1.4 “**effective date**” means the effective date as set out in the Schedule;
- 2.1.5 “**including**” (or words of similar meaning) means to include without limitation, and if the expression is used with reference to specific examples the “*eiusdem generis*” rule shall not apply;
- 2.1.6 “**law**” means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law;
- 2.1.7 “**parties**” means the Customer and the Service Provider;
- 2.1.8 “**payable deliverable**” means EMI – EHP Conversion Training, which once delivered by the Service Provider to the Customer, shall be payable to the Service Provider by the Customer as set out in the Schedule;
- 2.1.9 “**person**” means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality;
- 2.1.10 “**Schedule**” means the Schedule attached hereto which is an integral part of this agreement;
- 2.1.11 “**services**” means the EMI-EHP Conversion Training to be rendered by the Service Provider, as set out in Quote 13/2018;

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2.1.12 "**signature date**" means (or words of similar meaning) in relation to this agreement or any other document means the date on which this agreement or other document (as the case may be) is signed by the party signing it last in time;

2.1.13 "**termination date**" means the date on which all the deliverable items constituting the services are delivered in full by the Service Provider to the Customer, alternatively the date designated as such by the Customer in accordance with clause 15;

2.1.14 "**termination/expiration assistance**" means the provision by the Service Provider of all reasonable information and assistance to the Customer to enable the Customer or a third party designated by the Customer to take over Service Provider's obligations in the event of termination or expiration of this agreement.

2.1.15 "**time frames**" means the periods during which the Service Provider shall render the services and/or deliver the deliverable items, as set out in the Schedule;

2.1.16 "**writing**" (or words of similar meaning) means legible writing and in English and excludes any form of electronic communication contemplated in the Electronic Communications and Transactions Act, 25 of 2002.

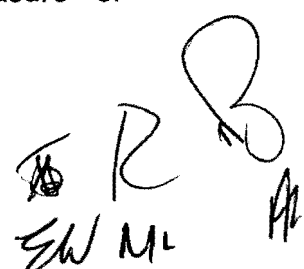
2.2 Any reference to –

2.2.1 the singular includes the plural and vice versa;

2.2.2 natural persons include juristic persons and vice versa;

2.2.3 any one sex or gender includes the other sexes or genders, as the case may be;

2.2.4 any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment or legislative measure of

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government (including local or provincial government) statutory or regulatory body which has the force of law means the relevant enactment or legislative measure as at the date of signature of this agreement and as amended or re-enacted from time to time;

- 2.2.5 a party includes a reference to that party's successors in title and assigns allowed at law.
- 2.3 The clause headings in this agreement have been inserted for convenience only and shall not be considered in its interpretation.
- 2.4 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 2.5 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to that provision as if it were a substantive clause in the body of the agreement, notwithstanding that it is only contained in the interpretation clause.
- 2.6 If any period is referred to in this agreement by way of a reference to a number of days or weeks or months or other intervals, the period shall be reckoned exclusively of the 1<sup>st</sup> (first) day and inclusively of the last day of the relevant interval, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding business day.
- 2.7 If the due date for performance of any obligation in terms of this agreement is a day which is not a business day, then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately preceding business day.
- 2.8 If any obligation or act is required to be performed on a particular day, it shall be performed (unless otherwise stipulated) by 16h00 on that day.

EW R ML AL

2.9 This agreement shall be governed, interpreted and enforced in accordance with the laws of the Republic of South Africa from time to time.

2.10 If amounts or figures are specified in numerals and in words and if there is any discrepancy between the numerals and the words, then the words shall apply.

2.11 The rule of construction that this agreement shall be interpreted against the party responsible for the drafting of this agreement, shall not apply.

### **3 APPOINTMENT OF SERVICE PROVIDER**

3.1 The Customer hereby appoints the Service Provider, who hereby accepts this appointment, to provide the services to the Customer.

3.2 The Service Provider hereby acknowledge and agrees that -

3.2.1 the deliverable items will be delivered in accordance with Quote 13/2018;

3.2.2 the punctual performance of the services is a material term of this agreement and as such the Service Provider shall render the services strictly by the delivery dates;

3.2.3 should the Service Provider fail to render the services in terms of this agreement, the Customer may suffer damages, including consequential damages, and shall hold the Service Provider to account therefor.

### **4 DURATION**

This agreement shall commence on the effective date and terminate on the termination date, unless terminated earlier by either party in terms of this agreement.

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## **5 DELIVERABLE ITEMS**

- 5.1 In rendering the services, the Service Provider shall deliver the deliverable items set out in Quote 13/2018. Annexure "A".
- 5.2 The Service Provider shall deliver the deliverable items in the form and with substance set out Quote 13/2018.

## **6 WARRANTY OF QUALITY CONTROL**

- 6.1 The Service Provider hereby warrants to the Customer, which warranties the Customer hereby accepts and records are material representations which induced the Customer to enter into this agreement, that the Service Provider shall –
- 6.1.1 exercise reasonable skill, care and diligence in rendering the services and in the performance of all its obligations in terms of this agreement.
- 6.1.2 at all times display such proficient level of skill, care and diligence in providing the services, as is reasonably expected of a qualified, experienced and skilled Service Provider in its field of practice.

## **7 CONTACT PERSONNEL**

Each party shall appoint and notify the other party in writing of a designated employee who shall be authorised to act as the primary contact person for each party in dealing with the other party in respect of each party's obligations in terms of this agreement and who will issue all consents or approvals and make all requests on behalf of each party. The names of the initial contact persons are set out in the Schedule.

EW ML H

## 8 RELATIONSHIP BETWEEN THE PARTIES

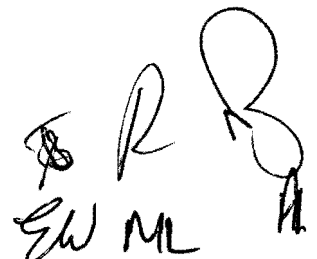
- 8.1 The parties shall for the duration of this agreement be independent contractors to each other. No provision contained herein shall be construed to confer to the Service Provider the status of being an agent, employee, partner or co-venturer of the Customer. No person associated with the Service Provider in the performance of the provisions of the Service Provider's obligations in terms of this agreement shall be deemed to be an employee, agent or contractor of the Customer.
- 8.2 Neither the Service Provider, nor any of its officers, directors, employees or sub-contractors shall have the authority to represent, bind or act on behalf of the Customer in its performance of the Service Provider's obligations in terms of this agreement without the prior written consent of the Customer.

## 9 PRICE

- 9.1 The total contract price will not accede the amount of R104 000.00 (One Hundred and Four Thousand Rand) in consideration for the services, VAT inclusive.
- 9.2 Upon finalisation of the services, the Service Provider shall render an invoice for all remuneration payable by the Customer in respect of the service.
- 9.3 Payment shall be made to the Service Provider's bank account specified on the invoice, within **(30)** thirty days after the receipt of the invoice by the Customer.

## 10 INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

- 10.1 Either party ("**the infringing party**") shall ensure that the use by the other party ("**the non-infringing party**") of the information including the deliverable items shall not infringe any third party's intellectual property rights.



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10.2 If it is established that such use infringes any third party's intellectual property right, the infringing party -

10.2.1 shall at its own expense and risk take such measures as to ensure that the infringement is obviated and that the non-infringing party's use of the information is not affected;

10.2.2 **hereby indemnifies the non-infringing party against any claims brought by such third parties, provided that the non-infringing party notifies the infringing party in writing of such claims forthwith and permits the infringing party to defend any such claim.**

## 11 NON-SOLICITATION

Neither party shall directly or indirectly solicit for employment, and/or entice away or endeavour to, any of the employees of the other party during the subsistence of this agreement and for a period of 1 (one) year thereafter.

## 12 GOOD FAITH

In implementing this agreement and in all further dealings with each other, the parties each undertake to observe good faith in giving effect to the spirit and purpose of this agreement.

## 13 ANTI-CORRUPTION

13.1 The Service Provider hereby undertakes that it shall not make, nor cause to be made, any offer, gift, payment, consideration or benefit of any kind whatsoever, which could be construed as an illegal or corrupt practice, either directly or indirectly to any director, official, employee or representative of the Customer or any other person, as an inducement or reward in relation to the entering into or execution of this agreement.

13.2 Any such practice shall constitute a ground for termination of this agreement by the Customer.

*Handwritten initials:*  
R R  
EW ML A

#### 14 BREACH

In the event of either of the parties ("**the defaulting party**") committing a breach of any of the terms of this agreement and failing to remedy such breach within a period of 10 (ten) days after receipt of a written notice from another party ("**the aggrieved party**") calling upon the defaulting party so to remedy, then the aggrieved party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this agreement or to cancel this agreement forthwith and without further notice, claim and recover damages from the defaulting party.

#### 15 TERMINATION FOR CONVENIENCE

The Customer may terminate this agreement for convenience and without cause at any time by giving the other party at least 30 (thirty) days' prior notice, designating the termination date.

#### 16 TERMINATION / EXPIRATION ASSISTANCE

16.1 On the expiration or termination of this agreement the Service Provider shall, at the request of the Customer, make itself available to provide termination/expiration assistance.

16.2 If this agreement is terminated other than pursuant to clause 15, the first 30 (thirty) days of termination/expiration assistance will be provided at no additional cost to the Customer. If this agreement is terminated by the Customer in terms of clause 15 and the Customer elects to have the Service Provider provide termination/expiration assistance, the Service Provider shall be entitled to charge for such assistance.

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## 17 NOTICES AND DOMICILIA

17.1 The parties choose as their *domicilia citandi et executandi* their respective addresses set out in the Schedule for all purposes arising out of or in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.

17.2 For purposes of this agreement the parties' respective addresses shall be as set out in the Schedule or at such other address in the Republic of South Africa of which the party concerned may notify the others in writing provided that no street address mentioned shall be changed to a post office box or *poste restante*.

17.3 Any notice given in terms of this agreement shall be in writing and shall -

17.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

17.3.2 if transmitted by fax be deemed to have been received by the addressee on the day following the date of dispatch, unless the contrary is proved.

17.4 Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another including by way of fax transmission shall be adequate written notice or communication to such party.

## 18 DISPUTE RESOLUTION AND JURISDICTION

18.1 Any disputes arising from or in connection with this agreement shall, at the sole, unfettered discretion of the Customer, be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa by a single arbitrator appointed by the Foundation.

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18.2 The provisions of clause 18.1 shall not preclude any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

18.3 The party's consent to the jurisdiction of the High Court of South Africa (Northern Cape Division), or at the sole, unfettered discretion of the Customer, the Magistrate's Court, in respect of any claim instituted and which may result from this Agreement notwithstanding the fact that the amount of the claim may exceed the jurisdiction of the Magistrate's Court

18.4 In the event of the Customer incurring any legal costs or taking any legal steps for the collection of monies payable in terms of this agreement or the fulfilment of any provision of this agreement, the Service Provider will be liable to the Customer for the payment of all such legal costs, as well as legal costs on the scale as between attorney and own client together with collection commission if the Customer's legal steps are successful viz a vis the Service Provider.

## **19 NEW LAWS AND INABILITY TO PERFORM**

19.1 If any law comes into operation subsequent to the signature of this agreement which law affects any aspect or matter or issue contained in this agreement, the parties undertake to enter into negotiations in good faith regarding a variation of this agreement in order to ensure that neither this agreement nor its implementation constitutes a contravention of such law.

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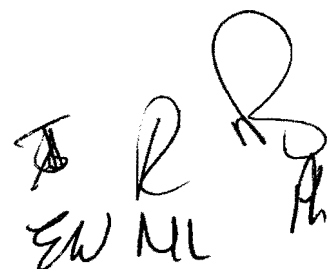
19.2 If either party is prevented from performing any of its obligations in terms of this agreement as a result of any existing or new law or as a result of any event beyond its reasonable control whether or not foreseeable, including general power failures, breakdown of telecommunication networks or computers, political intervention, imposition of sanctions, riot or insurrection, it shall not be liable for any failure to perform its obligations under this agreement while such event persists and shall have the right (unless such event has or is likely to persist for a period not exceeding 30 (thirty) days) to terminate this agreement at any time after the intervention of or becoming aware of such event.

19.3 If this agreement is terminated by either party in accordance with the provisions of this clause neither party shall have any claim or obligation in respect of any loss suffered or damages incurred as a result of such cancellation.

## 20 SEVERABILITY

Each and every provision of this agreement (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of this agreement. If any of the provisions of this agreement (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of this agreement shall be and remain of full force and effect.

T R  
EW ML

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## **21 OPERATION**

The expiration, cancellation or other termination of this agreement shall not affect those provisions of this agreement which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.

## **22 ASSIGNMENT**

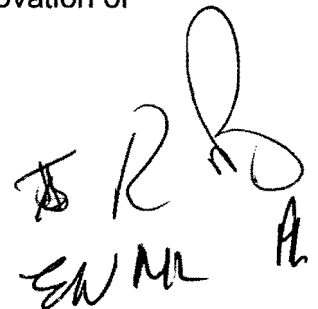
The Service Provider may not assign, transfer, sub-contract or otherwise part with this agreement or any part thereof or any right or obligation under it, without obtaining the Customer's prior written consent thereto.

## **23 GENERAL**

23.1 This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties.

23.2 No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

23.3 No latitude, extension of time or other indulgence which may be given or allowed by the Customer to the Service Provider in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of the Customer arising from this agreement, and no single or partial exercise of any right by the Customer under this agreement, shall in any circumstances be construed to be an implied consent or election by the Customer or operate as a waiver or a novation of

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or otherwise affect any of the Customer's rights in terms of or arising from this agreement or estop or preclude the Customer from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

23.4 This agreement is signed by the parties on the dates and at the places indicated opposite their respective names.

23.5 This agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

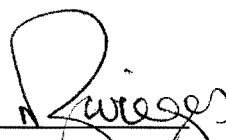

23.6 The persons signing this agreement in a representative capacity warrant their authority to do so.

Signed at De Aar on this 20 day of SEPTEMBER 2018.



**RE PIETERSE**  
**CUSTOMER**

Witness:

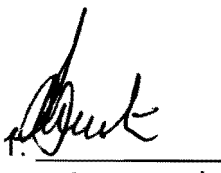
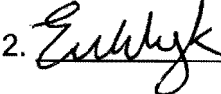
1.   
2. 

Signed at Port Elizabeth on this 25<sup>th</sup> day of September 2018.



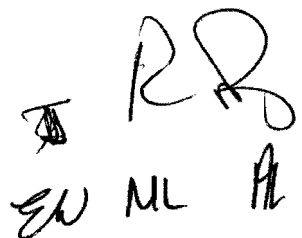
**PROF. A LEITCH**  
**DEPUTY VICE-CHANCELLOR: R&E**  
**SERVICE PROVIDER**

Witness:

1.   
2. 

## SCHEDULE

- 1 A description of the deliverable items referred to in clause 2.1.3;
  - Stationary: folders, pens and paper;
  - Printing and courier of training materials;
  - Printing and postage of certificates.
  
- 2 The delivery dates referred to in this agreement;
  - Training dates will be determined by the parties after signature of this agreement and the provision, by the customer, of an order number as required by the Service Provider;
  
  - Parties agree that the Service provider will be allowed a three-week lead time, from the date of receipt of the order number for to conducting the training.
  
- 3 The effective date referred to in clause 2.1.4;
  - Means the date the party last signing in time, signs this agreement;
  
- 4 A description of the services referred to in clause 2.1.11;
  - Assessment and Certification of delegates;
  - Pre-assessment
  - Formative assessment;
  - Summative assessment
  - Final Report;
  - Stationary: folders, pens and paper;
  - Printing and courier of training materials;
  - Printing and postage of certificates.

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- 5 The names of each party's initial contact person, as referred to in clause 7;

**For the Customer**

**Mrs. L Cetywayo / Mr. S Ntamehlo**

Pixley Ka Seme DM

Culvert Road,

De Aar,

7000.

**Tel:** (053) 631 0891

**Fax:** (053) 6312529

**For the Service Provider**

**Prof H Van As / Mrs M Holland**

Centre for Law in Action

Faculty of Law

Bird Street Campus,

Port Elizabeth,

6000.

7. Nominated addressed and fax numbers for the parties' domicilia citandi et executandi as referred to in clause 17.

**For the Customer**

**Mrs. L Cetywayo/Mr. S Ntamehlo**

Pixley Ka Seme DM

Culvert Road,

De Aar,

7000.

**Tel:** (053) 631 0891

**Fax:** (053) 6312529

**For the Service Provider**

**Prof H Van As / Mrs M Holland**

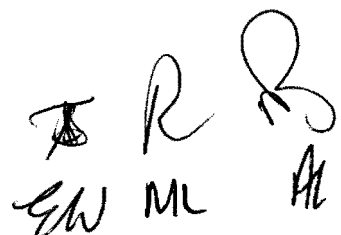
Centre for Law in Action

Faculty of Law

Bird Street Campus,

Port Elizabeth,

6000.

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NELSON MANDELA  
UNIVERSITY

Centre for Law in Action (CLA)  
Faculty of Law

Tel. +27 (0)41 504 4757

Cell. 082 855 0955/084 808 2793

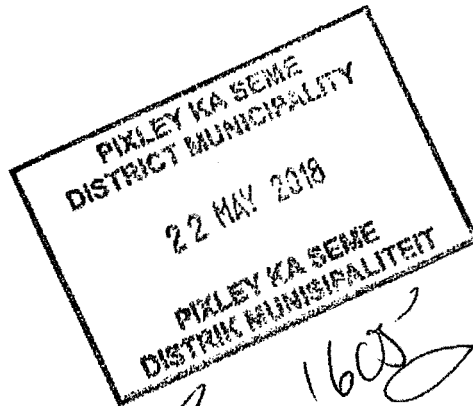
hennie.vanas@mandela.ac.za/marlene.holland@mandela.ac.za

Date: 17 May 2018

Ref: Quote 13/2018

Contact person: Prof Hennie van As /Mrs Marlene Holland

The Municipal Manager  
Pixley Ka Seme District Municipality  
Culvert Road  
De Aar  
7000



Attention: Mr R. E. Pieterse

Dear Sir

**QUOTE 13/2018 EMI-EHP CONVERSION TRAINING FOR ENVIRONMENTAL HEALTH PRACTITIONERS**

In response to your request for a formal quote 13/2018 the Nelson Mandela University's Centre for Law in Action (CLA) has pleasure in submitting a quotation for conducting Environmental Management Inspectorate (EMI) – Environmental Health Practitioners (EHP) conversion training to eight EHPs from your municipality. .

CLA has extensive knowledge and practical experience in the workings of local government, municipal health services as rendered by District Municipalities and the South African Justice System. See the attached Profile.

**Registration of Short Learning Programme (SLP)**

- CLA has a short learning programme entitled "Environmental Management Inspectorate (EMI) – Environmental Health Practitioners (EHPs)" that is registered as a short learning programme (SLP) at the Nelson Mandela University.
- The purpose of the five day EMI-EHP bridging course is to train Environmental Health Practitioners (EHPs) to be designated as Environmental Management Inspectors (EMIs).

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- Completion of the five day course will enable municipalities to execute their environmental compliance and enforcement duties in terms of specific Environmental Management Acts.
- The Nelson Mandela University is accredited in terms of Regulation 2(1) of the Regulations Rating to the Qualification Criteria, Training and Identification of and forms to be used by Environmental Management Inspectors, GN 494 in GG 28869 of 02 June 2006.
- In terms of the accreditation the Nelson Mandela University is obligated to inform all participants that course attendees will be required to complete this bridging training/short learning programme; and in addition, an appropriate peace officers course (if not already done so) in order to become eligible for EMI designations; and that all participating institutions apply to the Health Professions Council of South Africa (HPCSA) for accreditation of the course/programme as Continuing Professional Development (CPD) points.

#### **HPCSA Accreditation/CPD points**

The five day EMI-EHP conversion course is accredited by the HPCSA as follows:

Accreditation Number EHP 004 at level 1 with **27 General CEU's**.

#### **The entrance requirements to the SLP are as follows:**

- A National Senior Certificate (NSC)
- A National Certificate (Vocational) Level 4 (NCV4); or
- An appropriate Further Education and Training Certificate or equivalent
- At least 2 years work experience in the field of Environmental Health is recommended
- EHPs must be registered with the HPCSA and should preferably have undergone Peace Officer training

#### **Training of Delegates**

The course is practical in nature and will be presented in English. EHPs will be required to answer their assessments in English as well.

The course will be presented over five (5) consecutive workday's onsite in De Aar to a complement of eight (8) EHPs. Daily course times will be 08:30 – 16:00. The EHPs are expected to attend **all training for the duration of the course** and to arrive on time.

Please note:

- Planning of the training intervention and final training dates will be negotiated with the client only once **an official order number has been received from your organisation.**

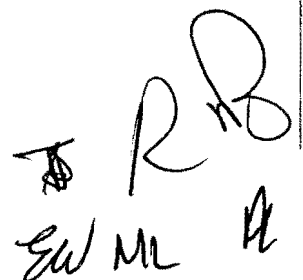
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GW ML A

- The university will require a **three (3) week lead time** from date of receiving the order number to conducting the training (pending facilitator availability).

After completion of the training Nelson Mandela University will provide a detailed Facilitator's Report, Attendance Register, consolidated learner evaluations/feedback and any relevant information pertaining to the training.

### Course Outline

- **The Constitutional Context for Environmental Compliance and Enforcement**
  - Three Separate Spheres of Government
  - Original Powers of Local Government
  - Legislative vs Executive Authority
  - Schedules 4 and 5 of the Constitution
  - Power to Intervene
  - Chapter 3 of the Constitution and Cooperative Governance
- **Environmental Law for Local Authority EMIs**
  - NEMA
  - Provisions of NEMA relevant to Environmental Enforcement
  - The specific Environmental Management ACTS (SEMAS) under NEMA
  - ENVIRONMENTAL IMPACT ASSESSMENT LEGISLATION
  - Compliance and Enforcement duties of Local Authority EMIs
- **Mandate, Functions, Powers and Duties of Local Authority EMIs**
  - Where did EMIs come from?
  - Who can be designated as EMIs, and by whom?
  - What are the functions of an EMI?
  - What is an EMI's mandate?
  - What general duties does an EMI have?
  - Specific enforcement provisions in NEMA
  - Costs that may be recovered from a guilty party on conviction
  - Extension of criminal liability
  - Consequences of conviction of a crime under NEMA or the SEMA's
  - What powers does an EMI have?
    - ✓ The power to enter premises for purpose of questioning
    - ✓ The power to question witnesses, suspects and to take statements
    - ✓ The power to obtain documents
    - ✓ The power to collect physical evidence


  
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- ✓ The power to search and seize
- ✓ The power to set up a roadblock, to stop and immobilise vehicles
- ✓ The power to arrest
- ✓ The power to issue Section 56 notices for admission of guilt fines.
- ✓ The power to issue compliance notices
- Issuing a compliance notice
- Comparison of mandate/function/powers/qualifications of EMI's & EHP's
- What is Ethics, and why is Ethics important for EMIs?
- Dealing with the Media and the Sub -Judice Rule
- **Conducting Environmental Compliance Inspections**
  - Inspections and Investigations
  - Planning for Inspections
  - Site Inspection Activities
  - Report Writing
  - Data Entry, Quality and Management
- **Enforcement Mechanisms for Municipal EMIs**
  - Introduction to types of Enforcement Mechanisms
  - Administrative Enforcement
  - Deciding which Enforcement Mechanism to use
  - Dealing with Non-compliant Organs of State
- **Compilation of Docket and Role of EMI in Criminal Court Process**
  - SAPS Case Docket System.
  - Registering a Case Docket
  - Case Docket Layout.
  - Liaising With Prosecutors.
  - Protecting your Docket.
  - Access to dockets (Important Note).
  - Closing the Docket.
  - Dockets, Concluding Remarks
  - Overview and summary (Registering a case docket)
  - Distinguish the role of various role-players in the court procedure
  - The National Prosecuting Authority
  - What is the difference between a Prosecutor and State Advocate?
  - The Role Players in a Court Case
  - Apply the requirements for testifying in court as an EMI

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### **Assessment and certification of delegates**

Both formative and summative assessments will be undertaken as follows:

#### **Pre-assessment**

Delegates will have to answer a set of questions and submit the answers on the day of registration before the start of the course. Marks obtained for this pre-assessment will count towards the students final pass mark.

#### **Formative assessment**

The formative assessment will consist of various assessment opportunities created for the students, where it will be expected of them to do e.g. case studies and group work during the contact session. The formative assessment is used to give regular feedback to monitor their progress and also to ensure they are mastering the work.

#### **Summative assessment**

At the end of the SLP delegates will have a summative assessment in the form of a final written test (exam style). Marks allocated towards this test will also count towards the final mark

- Delegates need to obtain an overall pass mark of 50% to comply with the assessment requirements of the SLP.
- A total of 25% will be moderated externally.
- Delegates who meet with the assessment requirements of the course will be issued a Nelson Mandela University Certificate of Compliance. Kindly allow between 4 to 6 weeks for the issuing of certificates as the delegates' biographical and assessment information first needs to be captured on the university's ITS system prior to certificates being printed.

#### **Costing**

The amount quoted is **R13 000-00** per delegate, which amounts to **R104 000-00 in total**. This quotation is based on attendance by a minimum of **eight (8) delegates**. If less than eight (8) attend the total cost will remain the same.

It includes the following:

- Facilitation;
- Assessment and Moderation;
- Co-ordination;
- Facilitator's travelling and accommodation;
- Final report,

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- Course material;
- Courier of training material
- Printing and issuing of compliance certificates;
- University levy.
- **NB: Please note the university is exempt from VAT for training.**

The quotation excludes Catering, Venue and Equipment Hire

#### **Expertise and Experience of Key Personnel**

The training will be conducted by (see attached CV):

- Adv P Snijman - holds the degrees BA LLB and MPhil (Environmental Management) from the University of Stellenbosch, and a LLM (Environmental Law) from the University of Cape Town, has contributed to various academic publications and has been appointed as extraordinary senior lecturer to the University of Pretoria since 2011.

#### **Quality and Reliability**

##### **Institutional level: Accreditation status of Nelson Mandela University**

The Nelson Mandela University is registered with the Department of Education (DoE) as a public higher education provider (note that, in terms of the Higher Education Act, 1997 (Act No. 101 of 1997), as amended, only private providers are given a registration number).

Nelson Mandela University obtains accreditation for its qualifications through the Higher Education Quality Committee of the Council on Higher Education (HEQC of the CHE). This is due to the HEQC being the Education and Training Quality Assurance body (ETQA) with the primary responsibility of quality assuring the whole higher education sector, as recognised by the South African Qualifications Authority (SAQA) (see the Higher Education Bill 2001, section 7 (1A).

Nelson Mandela University has developed a set of guidelines on the quality management of short courses, which are available upon request. This system ensures that all students, whether registered on a short learning programme, a diploma or degree, will receive a student number when they first register on a learning programme, which will be used for any further learning undertaken by the individual in the future. This means that each individual will have a comprehensive student academic record indicating all learning undertaken on any Nelson Mandela University registered learning programme.

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**Programme level: Quality control process relating to the proposed solution**

Review systems are in place at the Centre for Law in Action (CLA) with the purpose of capturing feedback from both the students and facilitators during the course of operations. This two-way feedback process enables the CLA to collect, collate and interpret feedback which may impact on future operations or which may require action to be taken. Aspects reviewed by both parties include:

- Programme co-ordination
- Scheduling
- Programme material
- Programme presentation
- Facilitator expertise and level of knowledge
- Programme approach
- Level or impact of the learning

These various feedback instruments will contribute to a continuous process of awareness during the training programme for both the students as well as the programme administrators.

**References**

- a) Law Enforcement by Peace Officers (LEPO) - EHP training for **UMhlathuze Municipality**:  
Mr Vikash Singh: 035-907 5196 or email [Vikash.Singh@umhlathuze.gov.za](mailto:Vikash.Singh@umhlathuze.gov.za)
- b) Law Enforcement by Peace Officers (LEPO) – EHP training for Cape Winelands District Municipality: Mr Cecil Bostander: 082 349 8504 or email [cecil@capewinelands.gov.za](mailto:cecil@capewinelands.gov.za)
- c) Refresher Law Enforcement by Peace Officers training for EHPs from **City of Cape Town**:  
Ms Jackie Hintenaus: 021-444 6731 or email [Jackie.Hintenaus@cape town.gov.za](mailto:Jackie.Hintenaus@cape town.gov.za)
- d) Principles of Advanced Law Enforcement for Professional Municipal Staff for **Knysna Municipality**:  
Mr Zukile Kala: 044-302 6462 or email [zkala@knysna.gov.za](mailto:zkala@knysna.gov.za)
- e) Advanced Law Enforcement for Professional Municipal Staff (Municipal Environmental Health and Fire Services): **West Coast District Municipality**: Ms Thelma Steinmann: 022 433 8400
- f) Law Enforcement by Peace Officers training for **Department of Forestry, Fisheries & Agriculture (DAFF)**: Ms Fatima Savel: 021 4023539 or email [FatimaSA@daff.gov.za](mailto:FatimaSA@daff.gov.za)

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Attached please find:

- Quotation
- Required bid documents
- Tax Clearance Certificate
- Vat Exemption Letter
- BBEE Certificate
- CSD Report
- Letter from Council on Higher Education - confirming that NELSON MANDELA UNIVERSITY is a public higher education institution in terms of the Higher Education Act (Act No. 101 of 1997) – HEMIS 10
- HPCSA Accreditation Letter
- Company Profile
- Course Outline
- Draft Training Programme
- CV of Adv Phil Snijman

Yours faithfully

**Professor Avinash Govindjee**

Executive Dean

Faculty of Law

R. Govindjee  
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