###### National Assembly

###### Question Number: 2531

**2531. Mr Y Cassim (DA) to ask the Minister of Transport:**

(a) Which Memorandums of Understanding (MOUs) have been signed by (i) his department and (ii) each entity reporting to him in the past three financial years, (b) with whom have they been signed, (c) what are the reasons for MOU in each instance, (d) what processes, procedures and mechanisms exists to ensure that the MOUs are met , (e)(i) which MOUs have not been adhered to, (ii) what are the reasons for this and (iii) what has been done to ensure that it is not repeated and (f) what are the financial implications of each MOU in each instance? NW2788E

**REPLY**

List of International Memorandum of Understanding (MOUs) signed by the Department of Transport from 1 January 2014 to 2017

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | **Date signed** | **Country** | **Title of agreement** | **Entry into force:** | |  |  |  |  | | 2012-08- 29 | DRC: Aeronautical Authority SA  Aeronautical Authority | Memorandum of Understanding on Air Transport Agreement between Aeronautical Authority (South Africa) and Aeronautical Authority (Democratic Republic of Congo) | 2012-08-29 | | 2014- 02/ 21 | Sri Lanka | Bilateral Air Services Agreement between the Government of the Republic of South Africa and the Government of the Democratic Socialist Republic of Sri Lanka | 2014-12-17 | |
| |  |  |  |  | | --- | --- | --- | --- | | 2014-07-07 | Botswana | Agreement between the Government of the Republic of South Africa and the Government of the Republic of Botswana regarding the Road and Bridge Infrastructure Development Initiative | 2014-07-07 | |
| |  |  |  |  | | --- | --- | --- | --- | | 2015-06-18 | France | Agreement in the Area of Transport between the Government of the Republic of South Africa and the Government of the French Republic | Not in force | |
| |  |  |  |  | | --- | --- | --- | --- | | 2015-06-22 | USA | Memorandum of Cooperation between the Department of Transport of the Republic of South Africa and the Department of Transportation of the United States of America on Cooperation in the Field of Transportation | 2015-06-22 | |
| |  |  |  |  | | --- | --- | --- | --- | | 2015-07-03 | Benin | Agreement for the Cooperation in Transport Related Matters between the Government of the Republic of South Africa and the Government of the Republic of Benin | 2015-07-03 | |
| |  |  |  |  | | --- | --- | --- | --- | | 2015-07-03 | Benin | Memorandum of Understanding between the Government of the Republic of South Africa and the Government of the Republic of Benin in Respect of the Project of Construction and Development of the International Airport of Glo-Djigbe | 2015-07-03 | |
| |  |  |  |  | | --- | --- | --- | --- | | 2015-08-25 | South Sudan | Bilateral Air Services Agreement between the Government of the Republic of South Africa and the Government of the Republic of South Sudan | Not in force | |
| |  |  |  |  | | --- | --- | --- | --- | | 2015-10-16 | Democratic Republic of Congo (DRC) | Bilateral Air Services Agreement between the Government of the Republic of South Africa and the Government of the Democratic Republic of Congo | Not in force | |
| |  |  |  |  | | --- | --- | --- | --- | | 2016-03-30 | Uganda | Memorandum of Understanding between the Government of the Republic of South Africa and the Government of the Republic of Uganda on Cooperation in the Transport Related Matters | 2016-03-30 | |
| |  |  |  |  | | --- | --- | --- | --- | | 2016-10-13 | Namibia | Bilateral Air Services Agreement between the Government of the Republic of South Africa and the Government of the Republic of Namibia | Not in force | |
| |  |  |  |  | | --- | --- | --- | --- | | 2016-11-03 | Zimbabwe | Bilateral Air Services Agreement between the Government of the Republic of South Africa and the Government of the Republic of Zimbabwe | Not in force | |
| |  |  |  |  | | --- | --- | --- | --- | | 2017-01-20 | Chad | Bilateral Air Services Agreement between the Government of the Republic of South Africa and the Government of the Republic of Chad | Not in force | |
| |  |  |  |  | | --- | --- | --- | --- | | 2017-05-11 | Tanzania | Memorandum of Understanding between the Government of the Republic of South Africa and the Government of the United Republic of Tanzania on Cooperation in Transport Related Matters | 2017-05-11 | |
| |  |  |  |  | | --- | --- | --- | --- | | 2016-10-11 | Kenya | Memorandum of Understanding between the Government of the Republic of South Africa and the Government of the Republic of Kenya concerning the Development and Implementation of Lapsset Corridor Projects in the Republic of Kenya | 2016-10-11 | |

**Airports Company South Africa SOC Limited (ACSA)**

See attached

**Air Traffic and Navigation Services SOC Limited (ATNS)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **MEMORANDUM OF UNDERSTANDINGS ENTERED BY ATNS IN THE LAST THREE YEARS** | | | |
| **Item** | **Contracting Parties** | **Nature of contract** | **Contract summary** | **Commencement date** |
| 1. | Thashani Trading Enterprises (Pty) Ltd | MOU | To request the chief finance officer to approve the appointment of Thashani Trading Enterprise as a Service Provider. | 28-Feb-15 |
| 2. | Info Guardian (Pty) Ltd | MOU | Contract for trend Antivirus support. | 29-Jul-15 |
| 3. | Giftbucks (Pty) Ltd | MOU | Designing and implementing a recognition scheme for ATNS. | 01-Sep-15 |
| 4. | The HR Touch (Pty) Ltd | MOU | For assisting ATNS with the recruitment of its Executive staff. | 01-Oct-15 |
| 5. | Knowledge Integrated Dynamics (Pty) Ltd | MOU | For facilitating the business intelligence workshop for ATNS. | 13-Oct-15 |
| 6. | The International Civil Aviation Organization | MOU | Regional Training Centres of Excellence. | 19-Oct-15 |
| 7. | International Civil Aviation Organisation (ICAO) | MOU | For the recognition of ATNS as an ICAO Regional Training Centre of Excellence (RTCE). | 19-Oct-15 |
| 8. | Road Refurbishment (Pty) Ltd | MOU | Maintenance contract for the Belzberg radar site access road. | 01-Nov-15 |
| 9. | Civil Aviation Authority of Botswana | MOU | For the provision of developing a mutually beneficial business relationship. | 10-Nov-15 |
| 10. | International Civil Aviation Organization African Regional Monitoring Agency (ARMA) | MOU | For the provision to establish the ICAO AFI Region Monitoring Agency. | 26-Jun-17 |
| 11. | Interim South African Development Community Aviation Safety Organisation (ISASO) | MOU | For the provision of resources for training purposes for ATNS. | 15-Mar-17 |
| 12. | Aew Solutions (Pty) Ltd | MOU | Collecting and disposing of electronic waste for ATNS. | 01-Feb-16 |
| 13. | TO70 Consultancy | MOU | For Co-operation in ATM related projects in Africa. | 10-Feb-16 |
| 14. | SITE (State Information Technology Agency Engagement Contract) | MOU | Providing ATNS with IT infrastructure and services. | 8-Mar-16 |
| 15. | South African Space Agency (SANSA) | MOU | To ensure that south Africa aligns itself with global initiatives. | 20-May-16 |
| 16. | Zambia Airports Corporation Limited | MOU | Aimed at developing a fruitful co-operation in the area of air navigation services. | 13-Oct-16 |
| 17. | Zambia Airports Corporation Limited (ZACL) | MOU | For the development of a fruitful co-operation in air navigation services. | 03-Feb-17 |
| 18. | The Council for Scientific and Industrial Research (CSIR) | MOU | For the discussions relating to a possible collaboration in research. | 9-May-17 |
| 19. | Department of Transport | MOU | For the provision of the Medium Earth Orbit Search and Rescue (MEOSAR). | 2-Jun-17 |
| 20. | Tanzania Civil Aviation Authority (TCAA) | MOU | For the co-operation of air traffic navigation services including aeronautical world geodetic surveys, billing and collection services | 15-Jun-17 |
| 21. | Department of Transport (SASAR) | MOU | For the provision of aeronautical and maritime search and rescue (AMSAR) Services. | 28-Jun-17 |
| 22. | Thusani Foundation (NPO) | MOU | For the empowerment of under privileged youth to realise their full potential in the area of science, technology, engineering and mathematics. | 8-Aug-17 |

**Ports Regulator of South Africa (PRSA)**

(ii) The Ports Regulator of South Africa has signed 2 MOUs within the past 3 years

(b) The MOUs were with the Competition Commission as well as the National Transport Forum (NTF).

(c) The MOU with the Competition Commission is a requirement of the National Ports Act (12 of 2005), s30(2)(b), and is required to co-ordinate and harmonise the exercise of jurisdiction over competition matters, and to ensure consistent application of the principles of the National Ports Act. The MOU with the NTF was a request from the DOT, in order to harmonise cooperation between its stakeholders in delivering on the department’s mandate and to create a discussion platform to address transport issues facing South Africa in general.

(d) Each MOU outlines processes, procedures, and mechanisms to ensure that MOUs are met.

(e) All MOUs have been adhered to.

(f) There are no direct financial implications in the 2 Ports Regulator MOUs except the costs of occasional meetings and interactions and associated travel costs, which are not known until they are required.

**Cross-Border Road Transport Agency**

1. (ii) The MOUs that have been signed in the past three financial years are listed in table below:

|  |  |
| --- | --- |
| 1. **Stakeholder** | **Date signed** |
| 1. Mpumalanga Department of Roads & Transport | July 2014 |
| 1. Limpopo Department of Roads & Transport | August 2014 |
| 1. DHA | March 2016 |
| 1. Ekurhuleni Municipality | May 2014 |
| 1. RAF | June 2014 |

1. Reasons for the signing of the MOUs are exchange of information sharing, collaboration, training, sharing of resources.
2. The MoUs are implemented through forums e.g. municipal forums; joint law enforcement operations, Border Management Authority structures and through information sharing.
3. Not Applicable
4. All the above MOUs have no financial implications.

**Road Accident Fund**

(a)(ii) The following MOUs[[1]](#endnote-1) have been signed by the Road Accident Fund (RAF) in the past three financial years,

|  |  |  |
| --- | --- | --- |
| (b) with the following: | (c) in each instance the reason for the MOU is, | (d) the following processes, procedures and mechanisms exist to ensure that the MOUs are met, |
| North West Department of Human Settlement, Public Safety and Liaison | information sharing in support of claim processing and collaboration on road safety initiatives | Operationalisation Plans are put in place with specific deliverables. If there is non-compliance with the terms of the MOU the respective relationship managers of the parties to the MOU may engage each other in an effort to address any non-compliance with the terms of the MOU. Where efforts to address non-compliance are unsuccessful the matter can be escalated to an appropriate level in an effort to resolve the non-compliance, |
| Limpopo Department of Roads and Transport (LDRT) | information sharing in support of claim processing and collaboration on road safety initiatives |
| Eastern Cape Department of Transport | information sharing in support of claim processing and collaboration on road safety initiatives |
| Northern Cape Department of Transport and Community Safety | information sharing in support of claim processing and collaboration on road safety initiatives |
| Gauteng Department of Community Safety | information sharing in support of claim processing and collaboration on road safety initiatives |
| Kwa-Zulu Natal Department of Transport | information sharing in support of claim processing and collaboration on road safety initiatives |
| Western Cape Department of Transport | information sharing in support of claim processing and collaboration on road safety initiatives |
| Free State Department of Road and Transport | information sharing in support of claim processing and collaboration on road safety initiatives |
| Mpumalanga Department of Health | information sharing in support of claim processing and collaboration on prevention of fraud and corruption |
| Ekurhuleni Metro Police Department | information sharing in support of claim processing and collaboration on road safety initiatives |
| Johannesburg Metro Police Department (JMPD) | information sharing in support of claim processing and collaboration on road safety initiatives |
| Hibiscus Municipality | information sharing in support of claim processing and collaboration on road safety initiatives |
| South African Social Security Agency (SASSA) | information sharing and collaboration on claim processing |
| Road Transport Management Cooperation (RTMC) | information sharing in support of claim processing and collaboration on road safety initiatives |
| Cross-Border Road Transport Agency (C-BRTA) | information sharing in support of claim processing and collaboration on road safety initiatives |
| Road Traffic Infringement Agency (RTIA) | information sharing in support of claim processing and collaboration on road safety initiatives |
| Government Employees Medical Scheme (GEMS) | information sharing in support of claim processing and collaboration on initiatives of mutual interest |
| Railway Safety Regulator (RSR) | information sharing in support of claim processing and collaboration on road safety initiatives |
| Transnet | information sharing in support of claim processing and collaboration on activities on mutual benefit |
| Compensation Fund (CF) | information sharing and collaboration on fraud and corruption initiatives |
| South Africa Local Government Association (SALGA) | promotion of RAF services and collaboration on activities of mutual benefit |
| Autopax | information sharing in support of claim processing and collaboration on road safety initiatives |
| Financial Services Board (FSB) | collaboration on financial education to claimants |
| Special Investigation Union (SIU) | information sharing in support of claim processing and collaboration on fraud and corruption initiatives |
| KZN Department of Health | information sharing in support of claim processing and collaboration on prevention of fraud and corruption |
| South African Revenue Services (SARS) | information sharing in support of claim processing and collaboration on prevention of fraud and corruption. |
| Nelson Mandela Bay Metropolitan Municipality | information sharing in support of claim processing and collaboration on road safety initiatives |
| Emfuleni Local Municipality | information sharing in support of claim processing and collaboration on road safety initiatives |
| Eastern Cape Department of Health | information sharing in support of claim processing and collaboration on prevention of fraud and corruption |
| Free State Department of Health | information sharing in support of claim processing and collaboration on prevention of fraud and corruption |
| Gauteng Department of Health | information sharing in support of claim processing and collaboration on prevention of fraud and corruption |
| National Youth Development Agency (NYDA) | information sharing in support of claim processing and collaboration on road safety initiatives |
| Unemployment Insurance Fund (UIF) | information sharing in support of claim processing and collaboration on prevention of fraud and corruption |
| South African Insurance Crime Bureau (SAICB) | information sharing in support of claim processing and collaboration on fraud and corruption initiatives |
| Quadriplegic Association of South Africa (QASA) | information sharing and collaboration on road safety and other initiatives of mutual interest |
| Maponya 911 Ambulance | information sharing in support of claim processing and collaboration on road safety initiatives |
| National Association of Automobile Manufacturers of South Africa (NAAMSA) | information sharing and collaboration on activities of mutual interest |
| SA Taxi | collaboration on road safety promotion initiatives |
| AmaWheelies | collaboration on road safety promotion initiatives |
| South African Road Freight Association | collaboration on road safety promotion initiatives. |
| Global Road Safety Partnership (GRSP) | collaboration on road safety promotion initiatives |
| Road Safety Awareness Africa (RSAA) | collaboration on road safety promotion initiatives |
| 1Life Cycling Academy | collaboration on road safety promotion initiatives |
| N3 Toll | information sharing in support of claim processing and collaboration on road safety initiatives. |
| Bakwena N1 & N12 Toll | information sharing in support of claim processing and collaboration on road safety initiatives |
| BusaMed | information sharing in support of claim processing and collaboration on prevention of fraud and corruption |
| Life Group Hospitals | information sharing in support of claim processing and collaboration on prevention of fraud and corruption. |
| South African Youth Council (SAYC) | collaboration on road safety promotion initiatives |
| Road Safety Awareness, SA | collaboration on road safety promotion initiatives |
| KwaZulu Natal Law Society | information sharing in support of claim processing and collaboration on prevention of fraud and corruption |

(e)(i) all MOUs have been adhered to, consequently questions (ii) and (iii) are not applicable, and (f) there are no financial implications in respect of the MOUs.

**Road Traffic Infringement Agency**

1. (ii) Road Traffic Infringement Agency an Entity of the Department of Transport.
2. With whom have they been signed?
3. Department of Small Business Development,
4. Transport Education and Training Authority (TETA),
5. Monash University, and
6. NICSA.
7. What are the reasons for MoU in each instance?
8. Department of Small Business Development,

* Purpose: Financial leverage for the implementation of the Enterprise Development Programme

1. Transport Education and Training Authority (TETA),

* Purpose: Financial leverage for the implementation of the driving simulators programme.

1. Monash University, and

* Purpose: Knowledge transfer programme for RTIA and other Transport Entities’ employees

1. NICSA.

* Purpose: Educate members of the public about road safety and their responsibilities as road users; Provide spiritual and moral support to victims of road accidents; and to establish road safety ambassadors.

1. What processes, procedures and mechanisms exist to ensure that the MoUs are met?

* Steering Committees and Inter-Agency structures have been established to oversee implementation of these MoUs

1. (i) Which MoUs have not been adhered to?

* None

(ii) What are the reasons for this?

* N/A in all four MoUs.

(iii) What has been done to ensure that it is not repeated?

* N/A in all four MoUs.

1. What are the financial implications of each MoU in each instance?
2. Department of Small Business Development,

* R180m (joint contribution by RTIA and DSBD)

ii. Transport Education and Training Authority (TETA),

* R10m allocated

iii. Monash University, and

* N/A

iv. NICSA.

* N/A

**Road Traffic Management Corporation**

(a)(i) RTMC has an MoU with the (b) CSIR (c) for collaborations on Research projects, (d) The processes in the MOU that ensure adherence and control include:

1. Appointment of accountable Project Managers
2. Escalation Clause
3. Agreement on a project by project basis which would entail the Service Level Agreement
4. Project proposals are taken through a Bid Adjudication Process to ensure adherence to the PFMA

(f) R906 000 was paid to CSIR during 2015/16 financial year in this regard

**South African National Roads Agency Limited**

**For the financial Year 2014/2015**

1. **EThekwini Metropolitan Municipality**
2. Cost sharing for upgraded interchange on N3 at Hammarsdale
3. Clause 10 – Breach

Clause 14 – Dispute resolution (Inter-governmental dispute resolution mechanism, failing which by adjudication

1. (i) None

(ii) Refer to answer provided in (e) (i) above

(iii) Refer to answer provided in (e) (i) above

1. R 93,5 million (ninety three and a half million) EThekwini has made financial contribution in tranches in terms of this Agreement.

**For the financial year 2015/2016**

1. **Transport Education and Training Authority (TETA**)
2. To promote a coherent and effective quality assurance system for education and training in the transport sector
3. (-) Development of standard operating procedures for implementing this memorandum;

(-) Holding of regular meetings to monitor implementation of the MOU

1. (i) None

(ii) Refer to reply provided in (e) (i) above

(iii) Refer to reply provided in (e) (i) above

1. Not specified, however parties recognised that they are responsible for financing their own quality assurance functions and activities with respect to their constituent training providers.
2. **Eastern Cape Parks and Tourism Agency**
3. Condition of Environmental Authorization for N2 Wild Coast Toll Road requires a Biodiversity Offset Agreement to be signed before commencement of construction of the Greenfield section of the N2.
4. The Agreement provides for monitoring through regular progress reports, expenditure and budgeting plans by ECPTA.
5. (i) None

(ii) Refer to reply provided in (e) (i) above

(iii) Refer to reply provided in (e) (i) above

1. R370 (three hundred and seventy) million rands over 10 years

**For the financial year 2016/2017**

1. **Human Development Agency (HDA)**
2. A portion of the Greenfield N2 Road alignment was illegally occupied. The HDA committed to the management and the subsequent relocation of the occupants of the unbuilt N2 road reserve to a permanent or alternative accommodation upon securing funds for land acquisition and the subsequent development thereof. The HDA shall liaise with the Department of Human Settlements in order to secure for the acquisition and the subsequent development of land for the resettlement of the occupants.
3. The implementation of this Agreement is overseen and monitored by a working group that meets monthly.
4. (i) None

(ii) Refer to reply provided in (e) (i) above

(iii) Refer to reply provided in (e) (i) above

1. In consideration for the fulfilment by the HDA of its obligations in terms of this agreement, SANRAL has paid the HDA a total amount of R409 402.35 from August 2016 to July 2017.
2. **Maluti a Phofung Local Municipality (MAP)**
3. Reconstruction of the single lane Wilge River bridge providing two way traffic linking the new N5 interchange to the Harrismith CBD. MAP to contribute 50% of cost of new bridge
4. (-) Clause 10 – Breach

(-)Clause 14 – Dispute resolution (Inter-governmental dispute resolution mechanism, failing which by adjudication). Payments are split over three financial years. Thus far MAP have not contributed. Project is due for completion in March 2018.

1. (i) None

(ii) Refer to reply provided in (e) (i) above

(iii) Refer to reply provided in (e) (i) above

1. R8,151 (eight million one hundred and fifty one thousand rands)
2. **Mpofana Municipality**
3. Overload control enforcement at the Mooi River Traffic Control Centre
4. (-) Clause 13 – Breach

(-) Clause 18 – Dispute resolution (Inter-governmental dispute resolution mechanism, failing which by adjudication)

1. (i) None

(ii) Refer to reply provided in (e) (i) above

(iii) Refer to reply provided in (e) (i) above

1. R0, 35 million/month over three years. SANRAL makes payments monthly over three financial years.

**South African Civil Aviation Authority (SACAA)**

1. (i), Not applicable. Details pertaining to (ii), (b), (c), (d), (e) (i), (ii), (iii), and (f), are covered in the table below:

**Passenger Rail Agency of South Africa (PRASA)**

(a)(ii) / (b) / (c) / (d)

1. **Memorandum of Action (MOA) signed between PRASA and the City of Cape Town, May 2015:**
   1. The MOA is the outcome of ongoing deliberations between the parties to build a strong implementation oriented partnership to address service delivery imperatives. The objective being to facilitate the delivery of priority projects, programmes and interventions relating to:
      1. Infrastructure Investment
      2. Operations Management
      3. Strategic Investment Interventions
   2. The Land Transport Advisory Board (LTAB) and Intermodal Planning Committee (IPC) have been established in the City in terms of the National Land Transport Act. These multi-stakeholder structures are used as an ideal conduit to for PRASA and the City to work together in implementing the MOA. These formal structure with supporting working groups are scheduled to meet on a regular basis where progress is monitored.
   3. The financial implications of the MOA is linked to agreed priority projects, programmes and interventions.
2. **Memorandum of Understanding (MOU) signed between PRASA and the China Communications Construction Company Limited (CCCC), September 2016:**
   1. The purpose of the MOU is to assist in establishing and developing cooperation between the parties in their respective capacities as state-owned entities in order to explore the possible funding and / or implementation of new projects in the rail transport sector in South Africa. The Moloto Rail Corridor Development is one such initiative where possible areas of cooperation is being explored.
   2. A Steering Committee has been established comprising, PRASA, CCCC, National Department of Transport, Treasury and the Department of International Relations and Cooperation to:
      1. Oversee and manage the cooperation of the parties under this MOU.
      2. Ensure that the relationship between the parties is conducted within the prescripts of applicable legislation.
   3. Funding / implementation models is being explored, guided by relevant South African laws and regulation. Each party is responsible for their own costs associated with tasks emanating from the MOU / Steering Committee.
3. **Memorandum of Understanding signed between PRASA and SNCF, March 2017**
   1. The purpose of the MOU is to assist in establishing and developing cooperation between the parties in their respective capacities as state-owned entities in the rail sector. SNCF is France's national state-owned railway company that operates and maintains the French national rail network.
   2. The focus of the cooperation, during the rail renewal and modernisation phase, will be on key areas including managing organisational risks, safety management, compatibility between the new rolling stock and existing and new infrastructure, maintenance approach, life cycle optimisation, support infrastructure, training, change management and communications.
   3. The MOU makes provision for the establishment of a Steering Committee to:
      1. Oversee and manage the cooperation of the parties under this MOU.
      2. Ensure that the relationship between the parties is conducted within the prescripts of applicable legislation.
   4. Each party is responsible for their own costs associated with tasks emanating from the MOU / Steering Committee.
4. **Memorandum of Action signed between PRASA and the Ekurhuleni Metropolitan Municipality, April 2017**
   1. The purpose of the MOU is to restructure and formalise the liaison between the parties relating to passenger rail matters in line with legal provisions and agreed liaison protocols.
   2. The formalisation of the Rail Steering Committee and Sub committees with clear terms of reference is aimed at enhancing cooperation and coordination of transport activities in Ekurhuleni.
   3. The costs associated with the involvement of officials in these structures are borne by the respective parties.

**Railway Safety Regulator (RSR)**

**(ii) To date the following MOUs have been signed by the RSR with Organs of State**:

(b) Department of Labour;

* National Department of Safety and Security;
* National Nuclear Regulator;
* Department of Mineral Resources;
* Department of Environmental Affairs;
* Department of Co-operative Governance and Traditional Affairs;
* Road Traffic Management Co-operation;
* Transportation Education and Training Authority; and
* Road Rail Association;
* Chemical and Allied Industry Association; and
* Heritage Rail Association of South Africa.
* South African National Accreditation System.

(c)

* Department of Environmental Affairs:

To collaborate on environmental issues within the railway space;

* South African National Accreditation System (SANAS) :

To support the RSR with regards to the introduction of the regulations to monitor the suppliers of the safety critical equipment and services to the railway industry;

* Department of Labour (DoL);

To establish a formal working relationship between DoL and the RSR on areas of common or mutual interest and where parties have concurrent jurisdiction to ensure occupational health and safety and operational safety within the Railway environment.

* National Nuclear Regulator (NNR);

To provide for a working relationship between NNR and the RSR with regards to rail transportation of radioactive materials.

* National Department of Safety and Security;

To give effect to the principles of co-operative governance and intergovernmental relations contemplated in the constitution of the republic of South Africa, 1996, in particular cooperation between organs of state on which functions in respect of railway safety, security and policing are conferred.

* Department of Mineral Resources (DMR);

To establish a formal working relationship between DMR and the RSR on areas of common or mutual interest and where parties have concurrent jurisdiction and where there is overlap between surface railway (operational safety) and occupational health and safety with the mining environment.

* Department of Co-operative Governance and Traditional Affairs (COGTA);

To formalize the relationship between the RSR and the COGTA on issues of disaster management and municipal rail infrastructure as it relates to safe railway operations.

* Road Traffic Management Co-operation (RTMC);

To formalize the relationship between the RSR and the RTMC on issues of training, level crossings and road/ rail interface.

* Transportation Education and Training Authority (TETA);

To establish a formal working relationship between the RSR and TETA regarding rail related training including; safety related work, skills development, critical and scarce skills, and rail related qualification(s).

* Road Rail Association (RRA);

To formalize the relationship between the RSR and the RRA regarding the development of Industry and National STANDARDS. .

* Chemical and Allied Industry Association (CAIA);

Certain Railway Operators as well as Consignees and Consignors of dangerous goods are members of CAIA and this MoU provides for a formal relationship between the RSR and CAIA regarding the safe transportation and handling of dangerous goods by rail.

* Heritage Rail Association of South Africa (HRSA).

To establish a formal working relationship between HRSA and the RSR on areas of common or mutual interest.

* Operation Lifesaver

The purpose of this agreement is to support the institutional growth and sustainability of the RSR mainly, in the area of education and awareness. Through this agreement, the RSR aims to resolve the five focus areas which are derailments, people struck by trains, collisions, level crossing incidents and platform train interface and train surfing. OLI will assist towards the achievement of the RSR’s mandate in as far as the education and awareness is concerned.

This agreement will allow the RSR as the OLI’s member country to extend its network to railway operators and associations in the SADC and the rest of Africa.

* The Railway Safety Regulator (RSR) / Business Sweden (the Swedish Trade and Invest Council)

Establish attractive investor markets by providing innovative railway safety assurance services and products; and to

Gain a better understanding of the opportunities for Private Public Partnerships with industry. The scope of the collaboration will combine the following resources: market intelligence, networks within the SADC region with RSR’s technical expertise, Swedish and South African networks to conduct technical assessments in specific markets to gain understandings of opportunities in the fields of common interest.

(d)

* Specific responsibilities of the signatories to the MoU’s and the areas of collaboration have been specified within the MOUs.
* Regular meetings are held between the RSR and its MoU partners to execute collaboration activities, monitor progress on the collaboration initiatives and to discuss areas of further collaboration

(e)(i)

None. The RSR enjoys co-operation from its MOU partners and this plays an important role to ensure safe railway operations. Officials from the Department of Labour and the Department of Safety and Security have also been appointed to serve on the RSR Board of Directors, the thereby giving strategic inputs to the RSR in the areas of Occupational Health and Safety and the Organizational and Personal Safety.

(ii)

Refer to (e) (i) above.

(iii)

Refer to (e) (i) above.

(F)

There are no negative financial implications. The MOU partners collaborate on activities of mutual interest, which are part of the deliverables of each individual partner. The MOU in each case assist through leveraging on each other’s existing resources/strength for mutual benefit. This results in efficiencies and cost savings.

**South African Maritime Safety Authority (SAMSA)**

(a,(i); b, c, d, e (I, ii, iii) and f)

(a) Which Memorandums of Understanding (MOUs) have been signed by

SAMSA- Management of the Fisheries Vessels

(i) SAMSA

(b) With whom have they been signed, Department of Agriculture forestry and fisheries

(c) What are the reasons for MOU in each instance, at the request of DAFF, Market failure imminent due to the vessels not being operational, No suitable management company sourced by the DAFF.

(d) What processes, procedures and mechanisms exists to ensure that the MOUs are met, Signed SLA

(e) None

(i) Which MOUs have not been adhered to, none

(ii) What are the reasons for this and not applicable

(iii) What has been done to ensure that it is not repeated not applicable and

(f) What are the financial implications of each MOU in each instance? No negative financial implication- User Pays model

1. [↑](#endnote-ref-1)