

# SARA, DAC, the PPSA and the Portfolio Committee on Arts and Culture

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| Presented to:      | Portfolio Committee on Arts and Culture  |
| Presented by:      | South African Roadies Association (SARA) |
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# Summary

The Portfolio Committee on Arts and Culture is commended for offering SARA the opportunity to present. At the outset this was a small matter and should never have been taking up the Portfolio Committee's time as it has. There has been a systematic failure of DAC to honour obligations, a catastrophic failure of the PPSA to see a project plan and implement a monitoring plan and most unfortunately a failure of the Portfolio Committee to exercise appropriate oversight to the DAC's failure's in evidence which it has spoken of.

There is but a limited option to see a solution as such is contained in SARA's prayer at the conclusion of this presentation.

# Timeline – Broken promises

The following is the time-line with respect to the DAC, the PPSA and SARA:

|                      |  |
|----------------------|--|
| 2005                 | Dispute arises between SARA and DAC  |
| 2006 – 25th July     | Public Protector produces report on Dispute  |
| 2012 – 17th February | First Settlement Agreement – PPSA, DAC and SARA                                    |
| 2012-14              | DAC fails to honour obligations in Settlement Agreement                            |
| 2014 – 1st April     | Second Settlement Agreement – PPS, DAC and SARA                                    |
| 2014-5               | DAC and PPSA fail to honour obligations in Settlement Agreement                    |
| 2015 – 12th August   | Meeting at PPSA where new commitments are made                                     |
| 2016 – 2nd February  | DAC and PPSA fail (disrespect) again to honour obligations in Settlement Agreement |

# Objectives of the Settlement Agreement

- 3.1 The Objectives of this Agreement are to:
  - 3.1.1 Put the complaint lodged by SARA to rest and amicably resolve all issues attendant thereto
  - 3.1.2 Implement the DAC commitments to SARA made variously
  - 3.1.3 For the DPP to have oversight in respect of monitoring the progress of the Objectives and outcomes of the Agreement, and accordingly to put in place an appropriate monitoring mechanism;
  - 3.1.4 To ensure the DAC operates in strict accordance with the Batho Pele principles in all its dealings with SARA, and that the relationship between the DAC and SARA is compliant in respect of PAJA
  - 3.1.5 DAC commits to respond to SARA'S proposals within thirty (30) days of receipt of such proposals

# Obligations of the parties

## SARA

\* 4.1.1 That SARA shall submit its request for funding of its projects to the DAC in the form of a proposal and with requisite supporting documentation. The DAC shall consider such request based on the departmental policies, prescripts and budget allowable. Should SARA's request for funding be successful, the DAC shall consider funding on a three (3) year funding cycle, based on the principles of the MGE . The parties shall, upon successful application by SARA, enter into a Memorandum of Agreement regulating the funding relationship. DAC agrees that it shall take no longer than thirty (30) days to consider and respond to SARA'S aforementioned proposal

\* 4.1.4 That SARA and the DAC will deploy and/or see to it that sufficient personnel, oversight and resources are set aside by DAC to see to it that this Agreement is adequately supported in order to implement the Objectives hereunder including respective obligations warranties and representations respectively

\* 4.1.5 That SARA shall continue to seek funding from other prospective Funding Agencies

4.1.6 That DAC and SARA commit to a continuous and harmonious relationship in ensuring that SARA's vision and mission, as a training organization servicing the technical and production sectors, is enhanced, facilitated and supported

\* 4.1.7 That DAC and SARA commit to a continuous and harmonious relationship in ensuring that SARA's vision and mission, as a training organization servicing the technical and production sectors, is enhanced, facilitated and supported

## PPSA

\* 4.1.9 The DAC shall submit to PPSA a detailed project/implementation plan in regard to the intervention of the IDT and other bodies and its proposal regarding assisting with the removal of the health, safety and security risks uncovered at SARA House by close of business on Tuesday 15 April 2014

\* 4.1.10 That the parties accept and acknowledge that, notwithstanding anything to the contrary contained herein, the PPSA may at any time for any breach hereunder exercise its rights in terms of Section 6(4)(c)(ii) which provides that "the Public Protector is competent at any time prior to, during or after an investigation, if he or she deems it advisable, to make appropriate recommendations regarding the redress of the prejudice found or any other appropriate recommendation he or she deems expedient under the circumstances, to the affected body or authority"

## DAC

\* 4.1.2 The parties agree that the Department shall in keeping with its existing agreement with Industrial Development Trust facilitate a process to evaluate the needs of SARA in regard to structural renovation of SARA House. DAC shall request the IDT to do an assessment on SARA House with a view to establishing the cost related to the renovation of SARA House

\* 4.1.3 That DAC shall consistent with clause 4.1.9 below immediately remedy the health, safety and security risks uncovered at SARA House

\* 4.1.4 That SARA and the DAC will deploy and/or see to it that sufficient personnel, oversight and resources are set aside by DAC to see to it that this Agreement is adequately supported in order to implement the Objectives hereunder including respective obligations warranties and representations respectively

4.1.6 That DAC and SARA commit to a continuous and harmonious relationship in ensuring that SARA's vision and mission, as a training organization servicing the technical and production sectors, is enhanced, facilitated and supported

\* 4.1.7 That in good faith and to the best of its ability, the DAC shall facilitate SARA's application for funding of renovating its building to other Funding Agencies. Such facilitation shall be to extent possible by the DAC and shall be for a period not longer than one (1) year

\* 4.1.8 That in good faith, in line with the DAC's departmental policies and prescripts, the MGE as well as to the best of its ability, the DAC shall facilitate SARA's application for funding of renovating its building to other Funding Agencies. Such facilitation shall be to extent possible by the DAC and shall be for a period for the duration of the agreement referred in clause 3.1.4 above

\* 4.1.9 The DAC shall submit to PPSA a detailed project/implementation plan in regard to the intervention of the IDT and other bodies and its proposal regarding assisting with the removal of the health, safety and security risks uncovered at SARA House by close of business on Tuesday 15 April 2014

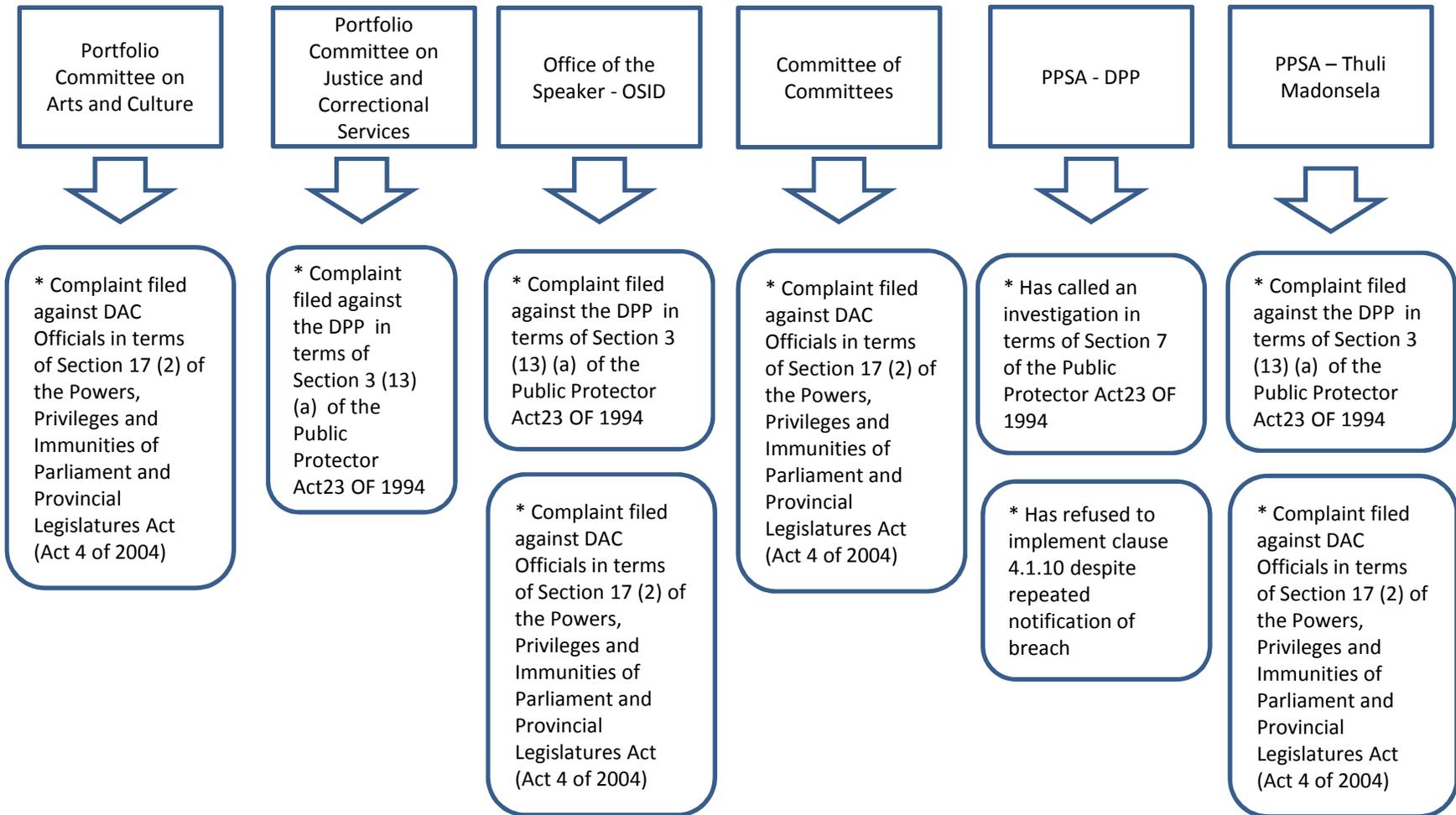
# Two years of Hell

Please refer to the Communication  
Record 29 April 2014 to 5 April  
2016 annexed hereto

# What the Portfolio committee has said....

- Sept 1 2015 “The Chairperson was concerned that the Department was trying to back out of this agreement”
- Sept 1 2015 “Mr Mahlangu said that the agreement that had been established and signed was presumably based on certain principles. If the Department had committed to that agreement, the Department should respect those principles and not back out of the agreement”
- 23 Feb 2016 “The Chairperson stated that the Committee was not satisfied with the manner in which the Department of Arts and Culture (DAC) was doing things. The DAC needed to improve its performance. The Committee felt that year on year it was raising the same issues with the DAC. It was unacceptable. The Committee needed to do things that it was mandated to do. It took its constitutional oversight function very seriously. The Committee had wished in the five years of its term to have seen changes in the performance of the DAC. Members felt that something was missing. Leadership needed to lead and managers needed to manage people. Managers needed to positively influence the people they managed. The problem was that the DAC was perceived not to be fulfilling its mandate by people out there. The language issue fell within the mandate of the DAC. Issues of racism tied in with issues of culture. What was the DAC doing on issues of racism? The DAC needed to apply its mind on its programmes. The Committee had looked at the DAC’s programmes and had asked questions. The answers provided by the DAC raised further questions. The DAC needed to do its job. The presence of the DAC needed not only to be seen but to be felt as well. The Committee received messages from people on the ground complaining about the DAC’s performance. There seemed to be a lack of communication. The DAC did not communicate with entities and artists. People asked Members what was happening. She was concerned that if the public complained to Members then it meant that they could not get the DAC to respond to their concerns. People complained that there was no response from the DAC. **She urged the DAC to respond to people and to do so truthfully. She urged the DAC to adhere to the Batho Pele (“People First”) Principle.** The DAC had to put people first. She had received complaints on a daily basis and could not do the DAC’s job. Members were not administrators. The DAC needed to do its job. The Committee did its work to the best of its ability. Its wish was for its presence to be felt. She also noted that the DAC owed the Committee a great deal of information. The Committee was asking the same questions over and over and was starting to sound like a broken record. One issue which remained unresolved was the South African Roadies Association (SARA) matter. People looked to the Committee for answers. **The issue of SARA emanated from the Public Protector. Why was the matter unresolved?”**

# Outcomes



# SARA's prayer

- Section 17 (2) of the Powers, Privileges and Immunities of Parliament and Provincial Legislatures Act (Act 4 of 2004);
- Section 3 (13) (a) of the Public Protector Act 23 OF 1994
- DAC compliance with the Settlement Agreement
- PPSA compliance with the Settlement Agreement

Thank you