

16 May 2020



**SOUTH AFRICAN
FOOTBALL ASSOCIATION**

76 Nasrec Road
Nasrec Extension 3
JOHANNESBURG

PO Box 910
JOHANNESBURG 2000

Telephone: (011) 494-3522
Fax: (011) 494-3013

www.safa.net
Twitter ([safa_net](https://twitter.com/safa_net))

TO : All SAFA REGIONS
FROM : Acting Chief Executive Officer

Adv. Tebogo Motlanthe

RE: UPDATE TO MEMBERS FROM THE DESK OF THE ACTING CEO

I would like to first thank the National Executive Committee for having overwhelmingly showing confidence in me by entrusting me the responsibilities of being the Acting CEO. I look forward to working with you in ensuring that Vision 2022 is achieved. Kindly find the update on the activities of the Association.

FLI AFRIKA MATTER

This matter emanates from a contract entered into between the Association and Fli Afrika for hospitality packages during the 2010 FIFA World Cup. The Association mutually terminated the contract with Fli Afrika, despite the cancellation of the contract Fli Afrika instituted civil claim of R17 Million rands against the Association. The matter was heard by the High court, the Supreme Court of Appeal, and the constitutional Court. The courts have ruled in favour of the Association and dismissed the claim with costs. The Association is happy that this matter is finally closed and will vigorously pursue FLI Afrika for the costs as awarded by the court.

PAYMENT OF REGIONAL GRANTS

We acknowledge that due to our cash flow challenges we have been unable to pay the grants regularly. We shall strive to pay the grants as and when our cash flow allows. I would like to work with all the regions to ensure that they fully comply in line with the statutes. We have currently paid all the regions which meet the compliance R35000-00 and those which do not comply with an amount of R1000-00. As soon as regions meet the compliance requirements we shall then pay an outstanding amount of R25 000-00.

My office is open for all queries in ensuring that the Region complies with statutory requirements.

PAYMENTS

The Association has started the process of paying all outstanding monies to different constituent groups. We have in the past weeks paid Banyana Banyana players. We have further paid all SASOL League clubs and ABC Motsepe League Clubs. We are currently working on paying the balance of what is owed to ABC Motsepe League clubs and the SAB

Danny JORDAAN (President), Irvin KHOZA (VP), Ria LEDWABA (VP), Thamsanqa MOKOENA (VP), Xolile NKOMPELA (VP), Adv. Tebogo MOTLANTHE (Acting CEO/Acting General Secretary)
National List Members: Bennett BAILEY, Poobalan GOVINDASAMY, Emma HENDRICKS, Mzwandile MAFORVANE, Paseka NKONE, Leonard SHIBE, Mxolisi SIBAM, Anastasia TSICHLAS, Gladwin WHITE, Simphtwe XABA.
Provincial List Members: Aubrey BAARTMAN, David BANTU, Gerald DON, Mzimkhulu FINA, Jack MALULEKE, Litheko MARAGO, Tankiso MODIPA, Letima MOGOROSI, David MOLWANTWA, Monde MONTSHIWA, William MOOKA, Thabile MSOMI, Andile NGCONJANA, Kwenzakwakwe NGWENYA, Plus NQANDELA, Vincent RAMPHAGO, Shupling SEBOKO, Linda ZWANE
National Soccer League Members: Jose FERREIRA, Mato MADLALA, Kaizer MOTAUNG
Honorary Members: Molefi OLIPHANT (Honorary Life President), Lesole GADINABOKAO (Honorary President), Motebang MOSESE (Honorary Life Member), Obakeng MOLATEDI (Honorary Member), Jeremiah MDLALOSE (Honorary Member)

League monies. We bring to your attention that our commercial partners sponsor the Association based on activities. As a result of the country's lockdown no matches are being played as a result our commercial partners are not convinced to pay us under the current lockdown. We are trying our best to settle the outstanding debts of different constituent groups.

JOINT LIAISON MEETING

The President called a Joint Liaison Committee meeting on Tuesday, the 12th of May 2020 to ensure that issues about the resumption of the league games are discussed. The purpose of the meeting was also to develop a single football voice on the restarting of the games and conditions which must be met before the games can play. A Task Team which is made up of the following members was appointed and will report to the JLC within 14 days:

1. Adv. Tebogo Motlanthe
2. Ms. Mato Madlala
3. Mr. Poobalan Govindasamy
4. Mr. Jose Ferreira
5. Dr Thulani Ngwenya
6. Dr Lervasen Pillay

RETURN OF FOOTBALL IN LOWER LEAGUES

That should the professional league start it will be under restrictive conditions and under the current stage of Lockdown which is level 4 the Disaster Management Act conditions are very strict and it will be difficult and our clubs in the lower leagues will not be able to meet such conditions. We shall continue to monitor the situation and accordingly advise when football games can resume. We further urge you to ensure that the football activities are stopped up until we advise.

JUNE 2020 CONSTITUTIONAL CONGRESS

As a result of COVID19 and the lockdown our planned June Congress is under threat and unlikely to continue as planned. We will have to wait for level 1 of the lockdown and make an assessment before we make a recommendation of the new date to the National Executive Committee for consideration and approval. Once a new date is decided upon we shall duly advise you.

10th ANNIVERSARY OF THE SUCCESSFUL HOSTING OF 2010 FIFA WORLD CUP

As a result of COVID19 and Lockdown this event will have to be postponed to a new date in the year 2021 and we shall duly inform you of the new date once we have determined.

COOPERATION AGREEMENTS WITH RUSSIA AND QATAR

The Association has entered cooperation agreements with the Russian Football Association and Qatar Football Association. These cooperation agreements are historic and will assist with Football development in the country.

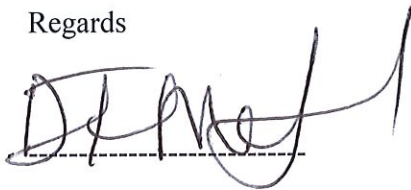
Danny JORDAAN (President), Irvin KHOZA (VP), Ria LEDWABA (VP), Thamsanqa MOKOENA (VP), Xolile NKOMPELA (VP), Adv. Tebogo MOTLANTHE (Acting CEO/Acting General Secretary)
National List Members: Bennett BAILEY, Poobalan GOVINDASAMY, Emma HENDRICKS, Mzwandile MAFORVANE, Paseka NKONE, Leonard SHIBE, Mxolisi SIBAM, Anastasia TSICHLAS, Gladwin WHITE, Simphiwe XABA.
Provincial List Members: Aubrey BAARTMAN, David BANTU, Gerald DON, Mzimkhulu FINA, Jack MALULEKE, Litheko MARAGO, Tankiso MODIPA, Letima MOGOROSI, David MOLWANTWA, Monde MONTSHIWA, William MOOKA, Thabile MSOMI, Andile NGCONJANA, Kwenzakwakwe NGWENYA, Plus NQANDELA, Vincent RAMPHAGO, Shuping SEBOKO, Linda ZWANE
National Soccer League Members: Jose FERREIRA, Mato MADLALA, Kaizer MOTAUNG
Honorary Members: Molefi OLIPHANT (Honorary Life President), Lesole GADINABOKAO (Honorary President), Motebang MOSESE (Honorary Life Member), Obakeng MOLATEDI (Honorary Member), Jeremiah MDLALOSE (Honorary Member)

ALLEGATIONS BY THE FORMER CEO, MR DENNIS MUMBLE

We have received through the media and in particular, Sunday Times Newspaper allegations made by the former CEO Mr. A.D Mumble and later the said allegations were sent to the NEC Members through emails; the allegations are dismissed and we have put together our administrative response. What makes these allegations worse is the fact that they were never raised within the correct structures of the Association. We have attached our administrative response and the press statement.

Looking forward to a healthy working relationship. I believe that this journey will be exciting with your continued support.

Regards



Adv. Tebogo Motlanthe

Acting Chief Executive Officer

Dennis Mumble's Letter

Mr Dennis Mumble makes contradictory statements in respect to events during and after his tenure as SAFA CEO and former CEO.

He accuses SAFA of various violations as former CEO, but praises SAFA in his reports (Both financial and activity) placed before the NEC and the General members in the Congress. These allegations are denied and dealt with.

SAFA would like to preface its response by saying how sad we are that these men are so unhappy. We would have preferred that these matters were addressed through constitutional channels.

We must place on record that this is a document littered by contradictions. He reported to the NEC and Congress and submitted glowing reports to the NEC and Congress.

The idea that SAFA is collapsing is a blatant lie. SAFA is enjoying its most successful period:

1. U17 Women qualified for the FIFA World Cup in 2018 and is one match away from qualifying for the 2020 Women's World Cup
2. U20 Men Team qualified for two successive World Cups 9in 2017 Korea and 2019 in Poland.
3. U23 Men qualified for two successive Olympics in Rio 2016 and Tokyo 2020.
4. Banyana First AFCON Final and First World Cup in France 2019
5. Bafana 2019 Quarter Finalist in AFCON in Egypt.
6. More than 60 players playing abroad both Men and Women

We further note that we have signed two cooperation agreements with Qatar and the Russian Football Associations. We further note that we have paid the following, Banyana, Sasol League Teams, ABC Motsepe Teams and our Regions. These football constituent groups were left unpaid for many years.

In spite of the challenges of Covid 19 SAFA is able to manage its affairs effectively.

SAFA Response:

The CEO has a duty of care, duty of loyalty, and duty of disclosure. (During his term of Office)

Many pages covered the issue of Dennis Mumble's contract with SAFA. The last contract of employment (Limited Duration) was concluded in terms of Section 29 of the Basic Condition of Employment Act 75 of 1997, as amended between the South African Football Association and Mr Dennis Mumble (The Executive).

The Executive undertakes to perform all such duties and responsibilities as set out in Article 65 of the SAFA Constitution.

- 65.1 The General Secretary is the Chief Executive Officer of the Association and the accounting officer of SAFA.
- 65.2 He/She shall be appointed subject to an eligibility check and may be dismissed by the NEC.
- 65.3 He/She shall be responsible for:
- 65.3.1 implementing decisions passed by the Congress and SAFA NEC;
 - 65.3.2 attending the Congress and meetings of the SAFA NEC, Management Board and the standing and ad-hoc committees;
 - 65.3.3 organising the Congress and meetings of the SAFA NEC and other bodies at the instruction of the SAFA NEC and/or the President;
 - 65.3.4 compiling the minutes for the meetings of the Congress, SAFA NEC, Management Board and standing and ad-hoc committees;
 - 65.3.5 managing and keeping the accounts of SAFA properly;
 - 65.3.6 the correspondence of SAFA;
 - 65.3.7 relations with the Members, committees, FIFA , CAF, COSAFA and SASCOC;
 - 65.3.8 organising the general secretariat/administration for;
 - 65.3.8.1 Organisation of competitions and all related matters, in accordance with the decisions and directions of the NEC;
 - 65.3.8.2 The negotiation, execution and performance of all commercial contracts, in accordance with the standards, policies and procedures established by the NEC;
 - 65.3.8.3 Administrative support for the standing committees of SAFA;
 - 65.3.8.4 Management of the operations and day-to-day business of SAFA, in accordance with the parameters established by the NEC and within the Budget established by the Finance Committee or NEC; and
 - 65.3.8.5 All other administrative matters necessary for the efficient operation and organisation of SAFA as required and authorised by the NEC.
- 65.4 The Chief Executive Officer or his or her nominee shall attend the meetings of all the committees ex officio.
- 65.5 The General Secretary/Chief Executive Officer shall not be a Congress delegate or a Member of any body of SAFA.

- 37.1 The President represents SAFA legally.
- 37.2 He/She is primarily responsible for:
- 37.2.1 monitoring the implementation of the decisions passed by the Congress and the SAFA NEC;
 - 37.2.2 ensuring the effective functioning of the bodies of SAFA in order that they achieve the objectives described in these Statutes;
 - 37.2.3 overseeing the work of the Chief Executive Officer;
 - 37.2.4 promoting good relations between SAFA and its Members, FIFA, CAF, political bodies and other organisations.
- 37.3 The President will recommend the appointment or dismissal of the Chief Executive Officer/General Secretary, Deputy Chief Executive Officer Football and Deputy Chief Officer Business and Finance to the NEC;
- 37.4 The President shall preside over the Congress, the SAFA NEC, Management Board meetings and those committees of which he/she has been appointed chairperson.
- 37.5 The President shall have an ordinary vote on the SAFA NEC and, whenever votes are equal, shall have a casting vote.
- 37.6 If the President is absent or unavailable, He shall appoint the Vice President as Acting President and the Vice President appointed shall enjoy the same powers as the President.
- 37.7 Any additional powers of the President shall be contained in the internal organisation regulations of SAFA;
- 37.8 Performs other responsibilities assigned by the SAFA NEC.
- 37.9 The President shall not be an owner or have any interest financial or otherwise in any Football Club under the jurisdiction of SAFA.

This agreement commenced on the effective date until the automatic expiry date on 31 March 2018. SAFA shall effect 15% contribution towards the pension fund.

Bonus

SAFA May approve the Executive an annual performance bonus. It is specifically agreed that the payment of the performance bonus is conditional upon the executive achieving the aims and objectives of SAFA as set out in Article 2 of the SAFA Constitution. The bonus shall be recommended by the Remunerations Committee and approved by the NEC. This is standard for SAFA CEO's contract.

P13 Accordingly the bonus is not guaranteed.

It was agreed that if any dispute arises out of or in connection with the agreement or related thereto, whether directly or indirectly, the parties shall be obliged to refer the dispute for private arbitration.

A dispute shall arise if the dispute and the particularity thereof is communicated in writing by one party to another.

We would like to deal with the following matters raised by Mr Dennis Mumble:

1. Contract and Retirement

Contractual Obligations of the CEO:

Confidentiality and Restraint of Trade (Standard for CEO's Contract)

Confidential Information:

Means all information which relates to disclosing purpose, disclosed, revealed or exchanged by SAFA to the Executive and which pertains to, but not limited to all intellectual property rights, all trade secrets, all agreements which existed at the time of revealing the contents thereof to the Executive, business or financial aspects of SAFA and any further information of whatever nature which has and may be obtained by the Executive from SAFA in writing or in electronic form or pursuant to discussion between the parties or which can be obtained by examination, testing visual inspection or analysis including without limitation, scientific business or financial data know how formulae, method of operation, costs and sources of material, pricing, and purchasing policy, processes designs, sketches, plans, drawings, specification samples reports models, names of sponsors, computer software, inventions or ideas.

Obligation of the Executive:

On termination of the agreement for whatever reason and however arising the Executive shall forthwith deliver all confidential reports, documents, accounts, letters and papers of every description within his possession or control of the Executive relating to the affairs of SAFA whether or not such were originally supplied by SAFA.

The contract was signed on 23 May 2013 by Kirsten Nematandani, SAFA President and Dennis Mumble at Nasrec. Both Dennis Mumble and Kirsten Nematandani were aware that the SAFA election was due in September 2013 and that the contract had three years in word and (5) years in brackets.

The contract has an expiry date of 31 March 2018. Thus before the 2018 SAFA election, the contract with its commencement date was operational over the following years.

Dennis Mumble served SAFA for a period of 13 Years during the period 1997-2001 and 2009-2018. The second period commenced after the 2009 elections for the period of:

- Signed on : 23 May 2013
- Year 1: 23 May 2014
- Year 2: 23 May 2015

- Year 3: 23 May 2016
- Year 4: 23 May 2017
- Year 5: 23 May 2018 the expiration date after 5 years.

Resolution #2 Extraordinary Council Meeting 28 March 2018 states that “the contract of the CEO will be extended by six months to ensure that he oversees the preparation of the Extraordinary Congress and the Elective Congress”

Dennis Mumble is currently 66 years old and will be 67 in December 2020. SAFA policy is retirement age at 60. He left SAFA services in September of 2018 at the age of 65.

In the South African Football Association “Policy in respect of standard terms and conditions of employment”

P10 Retirement Age: as at the date of signature hereto, the Association normal retirement age is sixty (60) years, same and except for those employees who are fifty five (55) years and older and whose contracts of employment reflect different retirement age.

Confidential Information:

The Executive acknowledges that from the nature of the business of SAFA and from his employment, he will have special and unique opportunities of becoming acquainted with its systems and methods in regard to the conduct of this business and inter-alia with its sponsors, clubs, players and their needs, with its statistical records and with its other confidential information and unique trade methods and trade secrets, and will acquire thereby an objective knowledge which is SAFA’s property requiring protection, and undertakes not to use any such information to the detriment of SAFA whether during currency of agreement or after its termination.

Executive undertakes to and agrees with SAFA that:

Such documents, information, schemes and ideas shall be secret and confidential to SAFA and shall remain at all times the exclusive property of SAFA and, if furnished to the Executive, shall remain in his possession and under his control until he shall be obliged to do on demand, and that he will take all precautions against the information contained therein being learned by unauthorised persons.

And

He shall not during his employment with SAFA or thereafter, otherwise part with the said documents or permit the use of the same by any other person not specially authorised thereto in writing by SAFA and he shall take all steps necessary to preserve secret and confidential the contents thereof;

He shall not at any time make or cause to be made any copy of or extract from the said documents, no cause to be published or in any way make known any of the

information contained therein, save as may be expressly required by SAFA for its own purpose.

He shall not at any time in any way reproduce any of the information therein contained or communicate to him or do any act or any communication enabling or likely to enable others to reproduce or make use of the information contained therein.

The Executive acknowledges to and agrees with SAFA that the copyright of any, in all advertising and promotion documents devised and used by SAFA vests in SAFA and that his use thereof shall be solely and exclusively for the purpose of furthering SAFA's best interest and that the sole and exclusive rights to register and to make any assignment and to grant any licenses of the copyright therein and to print and publish such documents and to translate, reproduce and deal therewith resides in SAFA and that the foregoing shall apply to any further or revised edition of the said items and documents.

The Executive shall disclose immediately to SAFA any improvement therein or other ideas or schemes or forms for advertising received by him/her during his employment with SAFA which shall be and become the property of SAFA and subject to same terms and conditions hereof.

Return of Confidential Information:

The Executive undertakes and agrees that:

Save to the extent that any of the confidential information is required to be retained by statute; he shall on demand, or in any event on the date of termination of the employment relationship (For any reason whatsoever):

Return to SAFA any confidential information, copies of the confidential information and any copies, which may have been made of documents pertaining to the confidential information, which is the property of SAFA.

Expunge all confidential information from any computer or any other device containing confidential information which is the property of SAFQA.

Deliver to SAFA all notes or memoranda relating to any confidential information and any copies thereof prepared during the course of parties relationship.

Nature of Restraint:

The Executive acknowledges that the following restraints are designed to secure reasonable protection for SAFA in its business and are reasonable as regards, Space, time and otherwise, such restraints are severable, and whether the several parts of the covenant are expressed in such a way to amount to a clear severance or not, it is recorded that each intendent to operate as a separate covenant.

Restraints during Contract:

Without derogating from the generally of any of the foregoing provision, the Executive shall not during any period of the currency of the agreement or any time during which he engaged himself to be employed by SAFA or during any period of notice during which SAFA does not require him to work for SAFA, be employed or interested or concerned directly or indirectly in any capacity whatsoever in a business similar in nature to that conducted by SAFA.

Restraint after Termination:

Upon Termination of the Executive's employment, the Executive undertakes that for a period of twelve (12) months after he ceases to be employed by SAFA, he/she shall not:

Against Disclosure or use of information

Directly or indirectly, use for his own benefit , or benefit of any person, and shall keep confidential and not disclose, any trade secrets, confidential information of SAFA other than those persons, connected with the Companies/Organisations who are required to know those secrets or to have that information.

Pirating fellow Employees:

Persuade, entice, encourage or solicit any employee of SAFA to:

Become employed by, or interested directly or indirectly in any manner whatsoever, in any business which is in competition with the business carried by SAFA; or

Terminate his employment with SAFA; or furnish any information or advice acquired by that employee as a result of his/her employment by SAFA, to any unauthorised person.

Against Competition:

Be interested, engaged, directly or indirectly, in any capacity (Including advisor, agent, consultant, director, employee, financier, manager, member of closed corporation, member of a voluntary association, partner, proprietor, shareholder, or trustee) in any entity, directly or indirectly engaged or interested in any activity which competes with the business activities of SAFA;

Induce any business associate or potential business associate of SAFA not to do business with SAFA.

The restraints set out in this agreement shall apply throughout the Republic of South Africa as constituted on 27 April 2004.

Exclusions:

Notwithstanding anything to the contrary in this agreement, the following information will not be regarded as confidential information for the purpose of this agreement:

Any information which is, or becomes, generally available to the public so as to become a part of the public domain;

Any information which was known to the Executive from a source other than the SAFA prior to the parties entering into an agreement of employment;

Any information that becomes available to the Executive on a non confidential basis from a source other than the SAFA in circumstances that do not give rise to breach of this agreement;

Any information which is disclosed to the Executive in order to comply with any Order of Court or competent Jurisdiction, or the provision of any law or regulation in force from time to time, provided that the Executive shall disclose only that portion of information which is legally required to disclose, and shall disclose only that portion of information which is legally required to disclose and shall use his/her best endeavours to protect the confidentiality of any information so disclosed.

Please refer to the SAFA policy in respect of the Standard terms and conditions of employment.

FUTSAL:

Introduction:

CAF has on many occasions approached SAFA to host events after the host country has failed in its obligation to host or if CAF is unable to find a suitable host. Article 2.9 SAFA Statutes "to manage international sporting relations connected with association in all its forms" P10.

1996 Kenya was not ready to host AFCON. With 6 months to go CAF approached SAFA to host the 1996 AFCON. SAFA came to the rescue of CAF by accepting to Host the 1996 AFCON. There was no budget for the event. In 1996 Prof Gadinabokao was President and Mr Stix Morewa was CEO.

In 2013 Libya could not host the AFCON and South Africa accepted to host both AFCON and CHAN. Mr Kirsten Nematandani was President and Mr Mumble was CEO. Once again there was budget for the event as it was unplanned.

In respect of the 2016 Futsal AFCON, CAF again approached SAFA through the then CAF Executive Member Dr Molefi Oliphant. On August 2015, Mr Mumble as CEO wrote a letter to the Secretary General of CAF Mr Hisham El Amrani confirming the following: "we write to you following your enquiry regarding the dates and venue for the forthcoming CAF FUTSAL TOURNAMENT, 2016. In this regard, we would like to confirm that we have secured the venue in Johannesburg (Ellis Park Arena) for the proposed dates of 15 to 24 April 2016. The Tournament is praised as success by the CEO Denis Mumble and he signed the Audited Financial Statements. In the Audited Financial Statement Report of 2015-2016, on P.7 further note that Mr Dennis Mumble as reported to the SAFA Congress that:

“We continued to prepare our National Teams for what promised to be an eventful Rio Olympic Games despite the fact such preparation required an investment beyond what had been budgeted. Similarly we were also faced with hosting a very successful CAF Futsal Africa Cup of Nations in the period under review without commercial support. Those activities remain primarily responsible for the current position that we are reporting on this year”

The Local Organising Committee was chaired by Mr Poobie Govindasamy and the tournament was delivered by Mr Russell Paul with SAFA Staff fully involved in the tournament.

Patronage: HOD’s Appointment we dismiss these allegations.

The Appointment of HOD’s follows the following procedure:

The request comes from the Team Manager to Ms Potso Mohami

She sends the list of the names of the NEC members.

Three names from the list are submitted by Potso Mohami and Tshikani Baloyi to the President who agrees to the order depending on the availability of the members

They contact the members, check passports, possibility of Visas days available for duty etc.

See their report:

REPORT ON THE PROCESS OF APPOINTMENT OF THE HOD’S:

The Process of selection of the HOD commences when the Team Managers send a request to Mrs Potso Mohami. Ms Mohami sends the request to Ms Tshikani Baloyi in the President’s office. They recommend three names based on who is next in the list to the President. The President then chooses the name by order of preference and request that they be called to ascertain their availability. As soon as availability is confirmed an HOD is confirmed. As soon as the list is exhausted then the process starts again. (Attached is the list of NEC Members who served as HOD’s and who is next on the list). The final decision of appointing the HOD’s is the President.

Some members have been assigned more than others due to their availability.

Following the advice and recommendation from Ms Ria Ledwaba, that if an HOD is assigned and the team they are assigned to wins and qualifies for a Tournament, then the HOD should be retained for the duration of the qualifiers and the Tournament they qualified for.

The following members were assigned accordingly:

Ms Ria Ledwaba – Bafana AFCON

Mr Kwenza Ngwenya – Bafana AFCON

Ms Emma Hendricks – Banyana FIFA World Cup

Mr Gladwyn White – U17 World Cup

Mr Jack Maluleke – U20 AFCON/World Cup

Mr. Mxolisi Sibam – U23 AFCON (8 Nations) / Road to Tokyo

Mr Anthony Reeves – Orlando Pirates CAF Champions League

Mr Paseka Nkone – Mamelodi Sundown CAF Champions League

Mr Pius Nqandela – Mamelodi Sundowns CAF Champions League

Mr Litheko Marago – TS Galaxy CAF Champions League

Mr Gerald Don – Orlando Pirates CAF Champions League

Mr Andile Ngconjana – Kaizer Chiefs CAF Confederations Cup

Mr. Mbongeni Shibe – Free State Stars CAF Confederations Cup

NEC MEMBERS LIST: APPOINTED AS HODs FOR NATIONAL TEAMS IN 2018 TO DATE

NAME & SURNAME	NATIONAL TEAM	DATE
Mr. William Mooka	Senior Men's National Team COSAFU Tournament	31 May – 10 June 2018
Mr. Shuping Seboko	Senior Women's National Team AWC Qualifier Matches	02 – 11 June 2018
Mr. David Molwantwa	U20 Men's National Team	06 – 09 July 2018
Mr. Linda Zwane	U17 Men's National Team COSAFU Tournament U20 Men's All Africa Games	15-29 July 2018 13 – 31 August 2019

Ms. Emma Hendricks	U17 Women's National Team BRICS Tournament Senior Women's National Team AWC Tournament Senior Women's National Team, FIFA World Cup	16 – 22 July 2018 03 Nov – 3 December 2018 24 May – 07 July 2019
Mr. Kwenza Ngwenya	Senior Men's National Team AFCON Qualifier AFCON Qualifier AFCON Qualifier Nelson Mandela Challenge AFCON Qualifier COSAFA CUP Senior Men's National Team - AFCON Tournament	06 – 09 September 2018 11 – 17 October 2018 15 – 18 November 2018 18 – 21 November 2018 15 – 26 March 2019 26 May – 8 June 2019 ????? 10 June – 20 July 2019
Ms. Thabile Msomi	Senior Women's National Team COSAFA Tournament Int' Friendly Matches –	10 – 23 September 2018 02 – 11 October 2018

	<p>CHILE</p> <p>Senior Women's National Team, COSAFA CUP</p> <p>Senior Women's National Team – 2020 Olympic Qualifier - Botswana</p>	<p>27 July – 12 August 2019</p> <p>1-4 September 2019</p>
Mr. Gladwyn White	<p>U17 Women's National Team</p> <p>U17 Women's World Cup</p>	25 Oct – 23 November 2018
Mr. Paseka Nkone	<p>Mamelodi Sundowns FC</p> <p>2018/2019 CAF Interclub Competition</p>	Nov'18 – June 2018
Mr. Mbongeni Shibe	<p>Free State Stars FC</p> <p>2018/2019 CAF Interclub Competition</p>	Nov'18 – June 2018
Mr. Gerald Don	<p>Orlando Pirates FC</p> <p>2018/2019 CAF Interclub Competition</p> <p>Orlando Pirates FC</p> <p>2019/2020 CAF Interclub Competition</p>	<p>Nov'18 – June 2018</p> <p>August 2019 – June 2020</p>
Mr. Monde Montshiwa	<p>Kaizer Chiefs FC</p> <p>2018/2019 CAF Interclub Competition</p>	Nov'18 – June 2018
Mr. Jack Maluleka	<p>U20 Men's National Team</p> <p>COSAFA Tournament</p> <p>U20 AFCON Tournament</p>	<p>01 – 15 December 2018</p> <p>22 January – 17 February 2019</p> <p>20 – 27 April 2019</p>

	U20 Intl' Friendly Match U20 FIFA World Cup	27 April – 10 June 2019
Mr. Bennett Bailey	Senior Women's National Team Intl' Friendly Matches	17 – 23 January 2019
Mr. Mxolisi Sibam	U23 AFCON Qualifier	18 – 26 March 2019
Mr. Tankiso Modipa	Senior Women's National Team, Cyprus Women's Cup	22 February – 9 March 2019
Ms. Anastasia Tsihlas	Senior Women's National Team, Intl' Friendly Match	5 – 8 April 2019
Mr. Vincent Ramphago	U19 Women's National Team- CFA U19 Tournament, China	1-12 May 2019
Mr. Letima Mogorosi	Senior Men's National Team 2020 CHAN Qualifier	26 – 29 July 2019 1 - 4 August 2019
Mr. Pius Nqandela	Mamelodi Sundowns FC 2019/2020 CAF Interclub Competition	August 2019 – June 2020
Mr. Litheko Marago	TS Galaxy FC 2019/2020 CAF Interclub Competition	August 2019 – June 2020
Mr. Andile Ngconjana	Bidvest Wits FC 2019/2020 CAF Interclub Competition	August 2019 – June 2020
Mr. Mzimkhulu Fina	U20 Women's National Team COSAFA CUP	1 – 12 August 2019 15 – 31 August 2019

	U20 Women's National Team – All Africa Games 2019, Morocco	12 August – 2 September 2019
Mr. Linda Zwane	U20 Women's National Team – All Africa Games 2019, Morocco	11 August – 2 September 2019
Mr. Mbongeni Shibe	U17 Men's National Team – 2019 COSAFA U17 Men's Championship, Malawi	6 -21 October 2019
Mr. Mxolisi Sibam	U23 Men's National Team – 2019 TOTAL U23 Africa Cup of Nations, Egypt	30 October – 23 November 2019
Mr. Shuping Seboko	Senior Women's National Team- International Friendly Against Japan, in Japan	5 – 11 November 2019
Mr. William Mooka	2020 African Futsal Cup of Nations Qualifier matches, Mauritius	28 – 31 October 2019
Mr. Kwenza Ngwenya	Senior Men's National Team, 2021 Africa Cup of Nations, Ghana & Johannesburg	11 – 18 November 2019
Mr. Mzimkhulu Fina	2019 Nelson Mandela Challenge against Mali, PE	11 – 14 October 2019
Mr. Jack Maluleke	2019 U20 COSAFA Championship, Zambia	02 – 14 December 2019
Mr. David Molwantwa	U20 Women's National Team, 2020 Africa Cup Nations Qualifier, Zambia and JHB	14- 20 January 2020 30 January – 2 February 2020
Mr. Gerald Don	U17 Women's National Team, 2020 U17 FIFA World Cup Qualifier , Zambia &	25 February – 1 March 2020

	JHB	
Ms. Emma Hendricks	Senior Women's National Team, International Friendly against Lesotho, JHB	06 – 09 March 2020

Grit Communication:

SAFA Has on many occasions contracted PR companies to deal with matters that confronted the organisation. It is the case also with Grit Communications.

In the period leading to our election these allegations emerged. We have noted from media reports that a counter case was to opened against Jenifer Ferguson and others. These reports SAFA noticed from media reports. This matter is not being handled by SAFA. These allegations cannot be handled by PR but by courts.

Further comments are reserved for the NEC meeting.

SAB

We have just renewed our partnership with AB-in-BEV. The relationship with SAB is very good and we have signed a 4 year deal on 13 October 2019 and it terminates on 30 October 2023.

Appointment of the Bafana Coach:

Stuart Baxter was one of many candidates and the final choice was placed before the NEC who appointed him. It is the CEO's responsibility to negotiate and sign a contract, which he duly did.

Fun Valley – SAFA Technical Centre:

This is an untruth. (See Report on Fun Valley).

We must state that any project for consideration to the Legacy Trust is submitted for consideration. Mr. Mumble was never a member of the Legacy Trust.

The President of SAFA, Mr Kirsten Nematandani, the late Mr Eric Mtshatsha, Mr Elvis Shishana were SAFA representatives at the Legacy Trust.

The Legacy Trust receives projects for consideration from SAFA and NGO's. The Tust Fund belong to 60% FIFA and 40% SAFA..

The services of Sunmore Group were secured to look at the prospective sites as well.

A Trustees meeting was scheduled for the 13 November 2014 The site walkabout was scheduled for the afternoon of the 12 November 2014. The Walkabout included the FIFA representatives Mr. J Valcke, Mr Regenass, SAFA representatives Mr Nematandani, Mr Mtshatsha, Mr Shishana and Dr Jordaan.

In a letter by the then CEO Mr Dennis Mumble addressed to Mr Jerome Valcke, Secretary General of FIFA, dated 19 February 2015. He expresses the desire for the establishment of a National Technical Centre. He said P1 "We shall include full details on the process being followed to purchase the National Technical Centre, in Eldorado Park. South of Johannesburg ". He further said in page 2 "The centre will be the hub of football related research and development and training of all key role players in our sport and will support the association's Vision 2022 programme that seeks to place South Africa consistently amongst the top 20 Nations in the world and the top three in the African continent.

SAFA submitted a proposal to the Legacy Trust and the Trustees approved the Fun Valley Project subject to a sustainability assessment to be conducted.

The SAFA NEC held a meeting chaired by Mr Nematandani on 6 December 2014 to discuss the purchase Fun Valley as part of their overall application to the Trust. The position of the Trust on the proposed development was tabled in a Legacy trust report to the SAFA NEC.

The suitability assessment was conducted by professionals in the field and included:

Environmental Engineers:	MGTD Environmental cc- Outlined flood lines and buffer zones
Town planning:	Raven Town Planning- Zoned for "amusement" suitable for intended purpose, but may require rezoning subject to the size of offices and hotel
Geotechnical Engineers:	Michael Pavlakis and Associates- Dolomitic conditions will require special precautionary measures.
Land surveying:	Bikitsha land surveyors- mentions servitude on 1 parcel of land
Wet Services Engineers:	Green Planet Engineering Services- Water: Increase water line diameter from 50mm to 100mm for development Irrigation water- Use of boreholes for pitches Water security- Embark on sustainable initiatives to minimise usage Sanitary drainage- Discontinue existing septic tanks. Install treatment plant or sewerage conservancy tank and pump to municipal connection
Electrical Engineering:	Rivingo Consulting Engineers (PTY) Ltd- Existing was satisfactory an upgrade will be required for the developments.
Property Valuation:	LDM- Valued at R63, 7m
Architectural Services:	Liefa Architects- Advised on sound buildings and ideal site

The above mentioned reports were tabled before the Legacy Trust and the funding was approved on 18 May 2015. The approved funding was now available to procure the site. It must be recorded that Mr Carrim received information from Mr Dennis Mumble's office of another site at Shaft 17. The proximity made this site near the mine dumps a health risk.

Hotel Development at Fun Valley

SAFA proposal to the trust included the development of accommodation and refers to a hotel. The presentation was in a form of a power point presentation which is available and of another site. Mr Renegass was also responsible for the FOFA Goal Project. An important criterion for the Goal Project was that the Association should own the property.

Approval for the project was only given by the Board of Trustees in 18 May 2015, whilst the project was discussed in an NEC meeting on 6 December 2014.

Relationship with the NSL:

The relationship between the PSL and SAFA is a constitutional matter as set out in the FIFA, CAF and SAFA Statutes. No one needs to champion anything. If you want to change the statutes , this must be placed before the NEC.

FIFA:

SAFA directed a letter to FIFA signed by the CEO to offer our full assistance in their investigation. They requested to Interview Dr I Khoza, Dr M Oliphant, Mr T Sexwale, Dr D Jordaan, Mr M Parker, and Mr J van der Walt. The investigations were in two jurisdictions. We cooperated. SAFA decided to set up a committee to facilitate all interaction and I recused myself. Mr Dennis Mumble's version and reports then and his new versions do not tally.

\$10 MILLION CLAIM

SAFA 2017 Activity Report of the National Executive Committee under Chief Executive Officer's Overview, on page 40, in the paragraph dealing with financial performance, the CEO writes *"We also faced massive legal cost due to our participation in the FIFA investigation into governance lapses and misappropriation of funds arising out of the 2010 FIFA World Cup Diaspora legacy project. We are happy to report that the conclusion of this investigation led to us discovering that SAFA was indeed owed the \$10 million as it had been agreed by government that it would pay the money to SAFA in exchange for FIFA deducting it from the ticketing revenue due to SAFA after the conclusion of the 2010 FIFA World Cup"*.

It is therefore, sad that the author of the above paragraph in 2017 SAFA activity of the NEC in May 2020 writes that *"I have had numerous discussions with the Director General of Sport & Recreation South Africa (SRSA), Mr Alec Moemi, who informed me each time*

that the South African Government does not have sufficient evidence to make such a payment to SAFA. This fact was always reported to the President”.

The same \$10 million claim was included in the 2017 Annual financial statements in the Report of the National Executive Committee under the paragraph ongoing concern as probable revenue that would result on the recovery of the money from the South African Government. The author of both statements is the same person who left SAFA without reporting or disclosing to the NEC the statement he made in his letter in May 2020.

SIYAYA REPORT

In May 2014, we signed a broadcast contract with SIYAYA FREE TO AIR TV (PTY) LTD. The contract was 1 January 2014 to 1 May 2020. SIYAYA had submitted an application to the Independent Commission South Africa (ICASA) for a free-to-air broadcasting licence and they were also in the process to establishing a Television House with all the broadcasting equipment. The SIYAYA contract, specifically the free-to-air component, was meant to replace the South African Broadcasting Corporation (SABC) contract which was terminating on 30 April 2015. However, as the SABC contract termination date was approaching, we realised that SIYAYA was not going to be ready to commence broadcasting on 1 May 2015. Their application for the broadcasting licence had not been approved and their infrastructure was not in place. We, therefore, agreed with SIYAYA that SIYAYA would cede their SAFA free-to-air broadcast rights (SIYAYA had signed a contract with SAFA till May 2020 for these rights) to the SABC. Effectively, SAFA extended its free-to-air broadcast rights contract with the SABC to 30 April 2018.

As we were approaching the end of the SABC contract (30 April 2018), we engaged SIYAYA about the possibility of our free-to-air broadcast rights revert to them, if the SABC does not renew our contract. During our discussions with SIYAYA it became clear that SIYAYA was still not yet ready to broadcast our events. Their application for the free-to-air broadcast licence was declined by ICASA and they still did not have the broadcasting infrastructure.

At that point, both parties, SIYAYA and SAFA, concluded that SIYAYA would not be able to execute the broadcast contract that we signed with them. We then commenced the negotiations to cancel the existing contract with terminates on 1 May 2020. When SIYAYA ceded their free-to-air broadcast rights to the SABC in April 2015, it was agreed that SAFA would pay SIYAYA a R10 million fee per year until the SABC contracts terminate in April 2018. SIYAYA had also made payments to SAFA for the broadcast rights in advance. Effectively, SAFA owed SIYAYA for these 2 components (annual fee and advance payment). As part of the negotiations to terminate the SIYAYA Main Agreement, SIYAYA will write off the bulk of the money that we owe them and SAFA will have no further claims against SIYAYA relating to the broadcast rights fees as contained in the agreements.

It was a sound business decision to cancel the contract with SIYAYA because SIYAYA still does not have the capacity to execute our contract due to:

- Their lack of the free-to-air broadcasting licence
- Their lack of the broadcasting infrastructure

At the time of cancelling the contract, SIYAYA had not broadcast a single match for SAFA because they do not have the infrastructure. Up to this day, SIYAYA does not have the broadcasting infrastructure. SIYAYA's financial model was based on selling set-top boxes. They were not awarded the tender for set-top boxes; therefore, they were not going to be able to finance our broadcast contract. It is therefore, illogical to say that SAFA lost money by cancelling the SIYAYA contract. In fact, it is important to point that the SIYAYA contract enabled us to bargain with the SABC. Our last contract with the SABC, before we signed with SIYAYA, was worth around R50 million per year. After cancelling the SIYAYA contract, we managed to sign with the SABC for R110 million per year because we used the SIYAYA contract value as a yardstick. SO the SIYAYA contract increased the value of our broadcast rights.

SAFA's Response to former CEO Mumble allegations

16 May 2020 - Mr Dennis Mumble makes contradictory statements in respect to events during and after his tenure as SAFA CEO and former CEO.

He accuses SAFA of various violations as former CEO, but praises SAFA in his reports (both financial and activity) placed before the NEC and the General members in the Congress while in office.

These allegations are denied.

We must place on record that Mr Mumble's document to SAFA NEC members is littered with contradictions. He reported to the NEC and Congress and submitted glowing reports to the NEC and Congress during his tenure.

The idea that SAFA is collapsing is a blatant lie. SAFA is enjoying its most successful period:

1. U17 Women National Team qualified for the FIFA World Cup in 2018 and is one match away from qualifying for the 2020 Women's World Cup
2. U20 Men's National Team qualified for two successive World Cups in 2017 Korea and 2019 in Poland.
3. U23 Men qualified for two successive Olympics in Rio 2016 and Tokyo 2020.
4. Banyana Banyana reached the AWCON final and first FIFA World Cup in France 2019.
5. Bafana Bafana reached the AFCON 2019 quarter-finals in Egypt.
6. We have more than 60 players playing abroad both Men and Women.
7. SAFA recently signed historical and wide-ranging cooperation agreements with 2018 FIFA World Cup hosts Russia and 2022 hosts Qatar.
8. SAFA continues to make huge investments at the National Technical Centre at Fun Valley in a bid to make it a world class technical facility and improve the international competitiveness of all our teams.

1. *Mr Mumble's Contract:*

Mr Dennis Mumble served SAFA for a period of 13 Years during the period 1997-2001 and 2009-2018. The second period commenced after the 2009 elections for the period of:

- Signed on: 23 May 2013
- Year 1: 23 May 2014
- Year 2: 23 May 2015
- Year 3: 23 May 2016
- Year 4: 23 May 2017
- Year 5 23 May 2018 the expiration date after 5 years.

On the expiration date of his contract on 31 March 2018 the NEC on a proposal of Mr Abel Rakoma and seconded, decided "the contract of the CEO will be extended by six months to ensure that he oversees the preparation of the Extraordinary Congress and the Elective Congress" Resolution #2 Extraordinary Council Meeting of 28 March 2018.

Mr Mumble is currently 66 years old and will be 67 in December 2020. SAFA's retirement age is 60. He left SAFA services in September of 2018 at the age of 65.

2. FUTSAL Matter:

The Confederations of African Football (CAF) has on many occasions approached SAFA to host tournaments, the host countries will have failed to undertake. Article 2.9 of the SAFA Statute 'to manage international sporting relations connected with association in all its forms.'

As a result, SAFA has a proud history of coming to the aid of the Region and the continental body among others.

- In 1996, Kenya was not ready with 6 months to go and SAFA accepted to host the AFCON'96. There was definitely no budget for this event. The President then was the late Mr Solomon 'Stix' Morewa.
- In 2013, Libya could not host the AFCON and South Africa accepted to host both the AFCON 2013 and CHAN in 2014. Mr Kirsten Nematandani was the President and Mr Dennis Mumble was the CEO and this tourney was neither planned nor budgeted for.
- In 2016, CAF again approached SAFA through CAF Executive Member Dr Molefi Oliphant and Mr Dennis Mumble wrote a letter to this effect. The tournament is praised as a success by the CEO Dennis Mumble and he signed the Audited Financial statements on the subsequent end of year annual financial results.
- The Local Organising Committee was chaired by NEC member Poobie Govindasamy and the tournament was delivered by Mr Russell Paul with SAFA staff fully involved.
- In the Audited Financial Statement of 2015-2016 in his report to the SAFA Congress, Mr Mumble reported that: "We continue to prepare our National Teams for what promises to be an eventful Rio Olympic Games despite the fact such preparation required an investment beyond what had been budgeted. Similarly, we were also faced with hosting a very successful CAF Futsal Africa Cup of Nations in the period

under review without commercial support. Those activities remain primarily responsible for the current position that we are reporting on this year.”

3. Appointment of HODs:

- While this remains the prerogative of the Association President, the appointment of HODs has been done through a systematic process that almost all of SAFA NEC members have been HoDs at one time or the other.

4. Grit Communication:

- The issue of the Association appointing PR companies is well documented and is a practice undertaken by various government departments and private companies.
- The appointment of Grit Communication was not for personal benefit but to help spruce up the general image of the Association.

5. SAB:

- The relationship with SAB is very good and we have just signed a 4-year deal late last year and this new deal ends on 30 October 2023.

6. US\$10 million matter:

- This matter was thoroughly dealt with by the Government who made it clear through the then Minister of Sport, Fikile Mbalula that the Diaspora Fund was a government directive.
- SAFA was then asked by the Government never to entertain this matter again.

7. Siyaya Matter:

- The SIYAYA contract presented opportunity for the first black company to be involved in sports broadcasting and it is on this basis and the huge benefit projected that SAFA engaged and signed the contract.
- The application for broadcasting license had not been approved and the infrastructure was not in place at the time.
- We therefore agreed with SIYAYA that they will cede their SAFA free-to-air rights to the SABC.

8. Fun Valley:

- The 2010 Legacy Trust is jointly managed by FIFA and SAFA, with the world football governing body owning 60% and SAFA 40%.
- The purchase of Fun Valley (now SAFA National Technical Centre) was unanimously approved by the SAFA NEC and the Legacy Trust who went to see the establishment before it was purchased.

The second leaked letter, and SAFA is informed that a third letter is on the way, is an attempt to create an atmosphere of instability in the Association.

This ironically comes at a time when there are no activities in South African football and therefore there cannot be instability.

The ultimate aim of these individuals is to create the impression that there is need for an investigation in the organisation. This again comes during the period of lockdown after SAFA received glowing reports at its Congress held on the 8 December 2019 at the Sandton Convention Centre.

Issued by SAFA Communications Department

Dominic.chimhavi@safa.net

+27 713329886