

THE GREAT LIMPOPO TRANSFRONTIER CONSERVATION AREA CO-OPERATIVE AGREEMENT

CO-OPERATIVE AGREEMENT FOR THE SOUTH AFRICAN REGION OF THE GREAT LIMPOPO TRANSFRONTIER PARK AND CONSERVATION AREA

Entered into and between:

1. THE PARTIES

- 1.1 **SOUTH AFRICAN NATIONAL PARKS (SANParks)**, herein represented by Mr Fundisile Mketeni, In his capacity as Chief Executive Officer, duly authorised by virtue of the attached resolution, Annexure A.1;

And

The representative bodies or Community Property Associations who are party to this Agreement (the GLTFCA Representative Bodies), being:

- 1.2 The **MAKULEKE COMMUNAL PROPERTY ASSOCIATION (the Makuleke CPA)**, herein represented by Mr #, in his capacity of the chairman of the Makuleke CPA, duly authorised by virtue of the attached resolution, Annexure A.2;
- 1.3 And so forth ...

2. PREAMBLE

WHEREAS:

- A. THE GOVERNMENTS OF the Republics of South Africa, Zimbabwe and Mocambique, desiring to promote ecosystem integrity, biodiversity conservation and sustainable socio-economic development across international boundaries, concluded a treaty (the GLTP Treaty), for the establishment of the Great Limpopo Transfrontier Park (GLTP) across the international boundaries of South Africa, Zimbabwe and Mocambique;
- B. The objectives of the GLTP are to –
- (a) foster trans-national collaboration and co-operation among the GLTP Treaty Parties, which will facilitate effective ecosystem management in the GLTP;
 - (b) promote alliances in the management of biological natural resources, by encouraging social, economic and other partnerships among the GLTP Treaty Parties, including the private sector, local communities and non-governmental organisations;
 - (c) enhance ecosystem integrity and natural ecological processes, by harmonising environmental management procedures across international boundaries and striving to remove artificial barriers impeding the natural movement of wildlife;
 - (d) facilitate the establishment and maintenance of a sustainable sub-regional economic base through appropriate development frameworks, strategies and work plans;
 - (e) develop trans-border eco-tourism as a means of fostering regional socio-economic development; and
 - (f) establish mechanisms to facilitate the exchange of technical, scientific and legal information for the joint management of the ecosystem;

- C. SANParks is entrusted with the management of the Kruger National Park (KNP) and in terms of the GLTP Treaty is the National Implementing Agency for the implementation and co-ordination of activities relating to the management of the GLTP within the Republic of South Africa;
- D. The GLTFCA Representative Bodies are entrusted with, or seek to be entrusted with, or to entrust to another Person, the management of the GLTFCA Reserves they represent in terms of a Management Plan managed by a Management Authority;
- E. The GLTFCA Representative Bodies seek that the whole of the area of the GLTFCA Reserves that they represent be declared as Protected Areas;
- F. While acknowledging that there is a gradation from ecosystem focused management in the KNP, to a compatible conservation-based socio-economic focus in the adjacent Protected Areas and Conservation Areas, the Parties desire to pursue and promote the objectives of the GLTP in the South African region, comprising the areas of the KNP and the GLTFCA Reserves (the joint area making-up the KNP and the GLTFCA Reserves - the Greater Kruger), to the extent and in the manner indicated herein;
- G. The Parties acknowledge the support and facilitation of UNESCO's Man and Biosphere Programme, Kruger 2 Canyon and Vhembe Biospheres, in enabling the implementation of this Agreement;
- H. The Parties envisage this Agreement, giving effect to the implementation and co-ordination of activities relating to the management of the GLTFCA and the GLTP within the Republic of South Africa, will be one of the agreements relating to the management of the GLTP and the GLTFCA within Southern Africa;
- I. The Parties seek to cooperate in managing landscape-level ecological issues, to unlock sustainable benefits, to grow sustainable and responsible economic development, to improve mutual safety and security and to promote compatible land use practices within the Greater Kruger;
- J. The Parties recognise the need for consistent Protected Area management in the Greater Kruger, to the extent and in the manner indicated herein;
- K. The Parties seek to avoid fragmentation of Protected Area management insofar as is reasonably practicable;
- L. The Parties recognise the need for collaboration in managing the Greater Kruger and seek to create a framework for cooperation, communication and coordination, on the basis of the principles of integrity, reciprocity, transparency and mutual benefit;
- M. The Parties recognise that each Party has its own internal agreements, Constitution and/or other arrangements by which it governs its affairs;
- N. The Parties commit to implement Management Plans for the Greater Kruger which promote resilient Open System ecosystems, and promote biodiversity, to the extent and in the manner indicated herein;
- O. The Parties recognise the importance of the Management Pillars as the core management issues addressed in terms of this Agreement;
- P. The Parties wish to establish a Joint Management Committee structure and sub-regional/Joint Operational Clusters, to implement this Agreement;

- Q. The Parties recognise the need for the expansion of the Greater Kruger by further areas being included in the Open System, and wish to provide for guidelines for the inclusion of further areas into the Greater Kruger;
- R. The Parties recognise that Non-Governmental Organisations (NGO's) and international organisations, which support and promote the objectives of the GLTP, as well as municipalities and other organs of state exercising jurisdiction over any part of the Greater Kruger, have an interest in the Open System, and the Parties will seek to co-operate with such bodies as Other Stakeholders within the parameters of this Agreement; and
- S. The Parties recognise the need, within the parameters of this Agreement, to support and promote activities in Adjacent Conservation Areas which are compatible with and which complement the objectives of this Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

3. DEFINITIONS AND INTERPRETATION

This Agreement shall be interpreted according to the following provisions, unless the context requires otherwise:

- 3.1 The headings of clauses in this Agreement and any Annexures are for convenience only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof.
- 3.2 Words importing the singular only, also include the plural and vice versa where the context requires.
- 3.3 Any reference to any agreement or Annexure shall be construed as including a reference to any agreement or Annexure amending or substituting that agreement or Annexure.
- 3.4 If any definition in this Clause 3 contains a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to such provision as if it were a substantive provision in the body of this Agreement.
- 3.5 In this Agreement, and any of its Annexures the following words and expressions shall, unless inconsistent with the context in which they appear, have the meanings hereby assigned to them and expressions derived from those words and expressions shall bear corresponding meanings:
 - 3.5.1 **"Act/NEMPAA"** means the National Environmental Management: Protected Areas Act, No 57 of 2003, including any regulations issued thereunder;
 - 3.5.2 **"Adaptive Management"** means the formal process for continually improving management policies and practices by learning from their outcomes;
 - 3.5.3 **"Adjacent Conservation Areas"** means Conservation Areas adjacent to the Greater Kruger and located within the Republic of South Africa;
 - 3.5.4 **"AFSA"** means the Arbitration Foundation of Southern Africa;
 - 3.5.5 **"Agreement/the/this Agreement"** means the agreement signed herewith;
 - 3.5.6 **"Annexure"** means an annexure to this Agreement;
 - 3.5.7 **"APNR"** means the Associated Private Nature Reserves;
 - 3.5.8 **"Annual General Meeting/AGM"** means the annual general meeting of the JMC held in terms of the provisions of this Agreement;
 - 3.5.9 **"Annual Plan of Operations"** means the annual plan of operation as contained in a Management Plan;
 - 3.5.10 **"Annual Year of Operations"** means the time period commencing on the Effective Date and terminating on 31 March 2020, and thereafter the time period commencing on the first day of April of each year and terminating on the last day of March the following year;

- 3.5.11 **“Best Practice”** means a superior or innovative method that contributes to the improved performance of an organization, and is usually recognised as “best” by other peer organisations; it implies accumulating and applying knowledge about what works and what does not work in different situations and contexts, including learning from experience, in a continuing process of learning, feedback, reflection and analysis (on what works, how and why);
- 3.5.12 **“Biodiversity/biodiversity”** means the variability among living organisms from all sources including, terrestrial, marine and other aquatic ecosystems and the ecological complexes of which they are part; this includes diversity within species, between species and of ecosystems;
- 3.5.13 **“Cluster”** means a sub-regional or other grouping of SANParks and GLTFCA Representative Bodies;
- 3.5.14 **“Communal Property Association”** means a communal property association as defined in the Communal Property Associations Act 28 of 1996, or other form of ownership with like objectives for the benefit of a group of persons, who is a Landowner;
- 3.5.15 **“Conservation Area”** means an area not declared as a protected area under NEMPAA, yet managed to protect the Environment through a range of conservation models;
- 3.5.16 **“Constitution”** means the constitution, memorandum of incorporation, trust deed or other founding agreement of the relevant Party;
- 3.5.17 **“Contractual Park”** means a national park declared, or regarded to be declared as such, under section 20(3) of NEMPAA;
- 3.5.18 **“Coordination Committee”** means the committee of the JMC tasked with facilitating its operations and administrative procedures as well as making recommendations on its portfolio committees;
- 3.5.19 **“Day/day”** means calendar day;
- 3.5.20 **“Effective Date”** means 1 December 2018, the date upon which this Agreement takes effect, notwithstanding the signature date of any Party signing this Agreement;
- 3.5.21 **“Environment”** means the surroundings within which humans exist and that are made up of (i) the land, water and atmosphere of the earth; (ii) micro-organisms, plant and animal life; (iii) any part or combination of (i) and (ii) and the inter-relationships among and between them; and (iv) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being, and **“Environmental”** shall be construed accordingly;
- 3.5.22 **“GLTFCA”** means the Transfrontier Conservation Area, as referred to in the GLTP Treaty;
- 3.5.23 **“GLTFCA Representative Body”** means the Person representing the Landowners of a GLTFCA Reserve or a Communal Property Association being the Landowner of a GLTFCA Reserve, as the case may be, being Party to this Agreement, and as detailed in Clause 1 of this Agreement;
- 3.5.24 **“GLTFCA Reserve”** means upon signing of this Agreement a Conservation Area/Protected Area adjoining the KNP, or a Contractual Park managed by SANParks as part of the KNP, located within the Republic of South Africa, and part of the Open System, listed in Annexure B to this Agreement and whose GLTFCA Representative Body is a Party to this Agreement, it being envisaged that further areas within the Republic of South Africa will become GLTFCA Reserves subsequent to signing of this Agreement, which areas will be listed in Annexure C to this Agreement, and will, upon acceding to this Agreement, after compliance with the provisions of this Agreement relating to inclusion and inclusion in the Open System, also form part of the GLTFCA Reserves;
- 3.5.25 **“GLTP”** means the Great Limpopo Transfrontier Park;
- 3.5.26 **“GLTP Treaty”** means the treaty concluded by the governments of the Republics of South Africa, Zimbabwe and Mocambique, providing for the establishment of the GLTP across the international boundaries of South Africa, Zimbabwe and Mocambique;
- 3.5.27 **“the GLTP Treaty Parties”** means the governments of the Republics of South Africa, Zimbabwe and Mocambique;
- 3.5.28 **“Greater Kruger”** means the joint area making-up the KNP and the GLTFCA Reserves;
- 3.5.29 **“IUCN”** means the International Union for the Conservation of Nature;
- 3.5.30 **“Joint Management Committee/JMC”** means the executive structure provided for in this Agreement;
- 3.5.31 **“Joint Operational Committee /JOC”** means an operational Committee within a sub-regional Cluster as provided for in this Agreement;

- 3.5.32 **“JMC Instruments”** means the Best Practice guidelines, protocols and Standard Operating Procedures for the Greater Kruger developed by the JMC in accordance with this Agreement;
- 3.5.33 **“KNP”** means the Kruger National Park, excluding a Contractual Park managed by SANParks as part of the KNP, which is a GLTFCA Reserve;
- 3.5.34 **“Landowner”** means an owner or statutory custodian of the immovable property forming part of the GLTFCA Reserves;
- 3.5.35 **“Legislated Norms and Standards”** means any norms and standards prescribed by legislation and relevant for Protected Areas, and without derogating from the generality of the foregoing including the Norms and Standards for the Management of Protected Areas in South Africa – GN 382 in GG 39878 of 31 March 2016, and the Norms and Standards for the Inclusion of Private Nature Reserves in the Register of Protected Areas of South Africa - GN 1157 of 2017 in GG 41224 of 3 Nov 2017;
- 3.5.36 **“Makuleke Contractual Park”** means the area, 22 371 hectares in extent, in the northern part of the KNP and owned by the Makuleke CPA;
- 3.5.37 **“Makuleke CPA”** means the Makuleke Communal Property Association, the owner of the Makuleke Contractual Park;
- 3.5.38 **“Management Authority”** means the Person responsible for the management of the relevant part of the Greater Kruger, appointed as such in terms of the Act;
- 3.5.39 **“Management Pillars”** means the core management issues addressed in clause 6 of this Agreement;
- 3.5.40 **“Management Plan”** means the Protected Area Management Plan applicable to the relevant part of the Greater Kruger, approved in accordance with NEMPAA, in order to ensure that the Protected Area is conserved and managed in a manner which is consistent with the objectives and for the purpose it was declared;
- 3.5.41 **“Man and Biosphere Programme”** means the UNESCO programme which develops the basis within the natural and social sciences for the rational and sustainable use and conservation of the resources of the biosphere and for the overall relationship between people and their environment;
- 3.5.42 **“METT”** means the Management Effectiveness Tracking Tool designed to track and monitor progress towards protected area management effectiveness;
- 3.5.43 **“National Implementing Agency”** means that national institution formally designated by each government party to the GLTP Treaty and which is responsible for the effective management of the GLTP in the relevant country.
- 3.5.44 **“NGO”** means a non-governmental organisation;
- 3.5.45 **“Open System”** means Protected Areas and Conservation Areas open to the KNP and each other, whether contiguously or indirectly open to the KNP and each other.
- 3.5.46 **“Other Stakeholders”** means a person other than a GLTFCA Representative Body or Landowner, such as NGO’s and international organisations, which support and promote the objectives of the GLTP, as well as municipalities and other organs of state exercising jurisdiction over any part of the Greater Kruger;
- 3.5.47 **“Other Area”** means *(this definition will be removed from the agreement to be signed but serves to indicate that the GLTFCA Reserves other than the Makuleke Contractual Park, such as the Sabi Sand, etc also need to be defined)*;
- 3.5.48 **“Other GLTFCA Representative Body”** means *(this definition will be removed for the agreement to be signed but serves to indicate that the representative bodies other than the Makuleke CPA, such as the Sabi Sand Wildtuin, etc also need to be defined)*;
- 3.5.49 **“Party/Parties”** means one or more of SANParks and the GLTFCA Representative Bodies, as the case may be, being the parties to this Agreement, including any Party acceding to this Agreement, subject thereto that any Person other than SANParks is required to be a GLTFCA Representative Body in order to become a Party to this Agreement;
- 3.5.50 **“Person”** means any individual, partnership, close corporation, company, trust, governmental agency, organ of state, other relevant authority, NGO, body or other entity;
- 3.5.51 **“Protected Area”** means a declared or proclaimed area, in terms of relevant Environmental legislation;
- 3.5.52 **“SANParks”** means the South African National Parks as constituted in terms of the repealed National Parks Act 57 of 1976 and continuing to exist in terms of section 54(1) of the Act;
- 3.5.53 **“Signature Date”** means the date of the last Party signing this Agreement;

- 3.5.54 **“Standard Operating Procedures”** means a procedure/procedures describing the activities necessary to complete tasks in accordance with the Legislated Norms and Standards, Management Plans and legislation applicable to the Greater Kruger and/or which promote the objectives of this Agreement; and
- 3.5.55 **“UNESCO”** means the United Nations Educational, Scientific and Cultural Organisation.

4. OBJECTIVES AND PRINCIPLES

- 4.1 The Parties recognise the following:
- 4.1.1 The Parties will respect a Landowner’s right to property and his right to the lawful use of his property; and
- 4.1.2 The provisions of this Agreement are only applicable in respect of areas located in the Republic of South Africa.
- 4.2 The Parties agree to pursue and promote the objectives of this Agreement, which are listed in the Preamble hereof, to the extent and in the manner indicated in this Agreement.
- 4.3 In seeking to pursue and promote the objectives of this Agreement, the Parties agree to be guided by and apply the following Principles:
- 4.3.1 Fair and mutually beneficial collaboration, including branding and procurement opportunities, and where feasible, involving communities within the Greater Kruger in partnerships and alliances;
- 4.3.2 Improving cooperation and collaboration between the Parties in order to harmonise management responses;
- 4.3.3 Implementing measurement and evaluation by means of independent evaluation systems;
- 4.3.4 Whilst recognising that SANParks manages the KNP for minimum ecosystem interference, and the Greater Kruger represents an Open System requiring consistent Protected Area management, acknowledging that there is a gradation from ecosystem focused management in the KNP, to a compatible conservation-based socio-economic focus in the adjacent Protected and Conservation Areas;
- 4.3.5 Commitment to sustainable, compatible and responsible integrated land use approaches and aligning to relevant government policies and strategies, on national, provincial, regional and municipal level;
- 4.3.6 As collective, seeking to enhance local and regional economies through improved and better aligned and compatible Protected Area management;
- 4.3.7 Recognising the need to support and promote activities in Adjacent Conservation Areas which are compatible with and which complement the objectives of this Agreement ;
- 4.3.8 Recognising and supporting the Greater Kruger’s contribution to security for key species, through a collective approach;
- 4.3.9 Seeking to enhance opportunities for ethical consumptive and non-consumptive natural resource use, including sustainable and responsible resource use of fauna and flora off-takes, including hunting where appropriate in accordance with the applicable Management Plan;
- 4.3.10 As a collective, seeking to leverage capital finance for conservation-based projects;
- 4.3.11 Responsiveness to new key drivers and a changing Environment through a system of Adaptive Management;
- 4.3.12 Supporting partnerships and initiatives that contribute to poverty alleviation and that promote training, skills transfer, job creation and empowerment for members of local communities;
- 4.3.13 Supporting the development of community-based biodiversity management initiatives and improving benefit flows to local communities within and in the vicinity of the Greater Kruger;
- 4.3.14 Cooperating with any law enforcement agencies or other officials, whether employed by a South African organ of state or by the joint international agency implementing the provisions of the GLTP Treaty, to the extent that such co-operation promotes the objectives of this Agreement; and
- 4.3.15 That land to be included as Greater Kruger after the Effective Date:
- 4.3.15.1 Enhances the resilience, biological viability, biodiversity and ecological integrity of the Greater Kruger;

- 4.3.15.2 Contributes towards the protection of important habitat and the maintenance of viable populations of threatened, rare and endemic species;
- 4.3.15.3 Contains specific sites of social, historical and/or cultural significance warranting inclusion and associated protection;
- 4.3.15.4 Enhances the economic viability and/or potential to provide benefits to local communities, including (i) opportunities to enhance the flow of benefits to communities, (ii) promoting job creation, community support and poverty alleviation, and (iii) enhancing the economic potential of the Greater Kruger essential for sustainability, either through increased responsible tourism opportunities or consumptive and non-consumptive use of natural resources;
- 4.3.15.5 Improves the management effectiveness of the Greater Kruger, inclusive of reducing overarching management costs, and increasing area integrity and security, and insofar as is reasonably practicable, avoid Protected Area management fragmentation; and/or
- 4.3.15.6 Reduces threats to the Environmental integrity of the area, through habitat loss, increased erosion, introduction of alien species, general loss of ecological services, and economic and social threats from inappropriate developments on the Greater Kruger boundaries.

5 CO-OPERATION

Whilst recognising that each of the Parties hereto is an independent entity and that no Party will act or represent itself, directly, indirectly or by implication, as an agent or representative of any other Party, nor in any manner assume or create any obligation on behalf of, or in the name of, any other, except as otherwise provided for in terms of this Agreement, the Parties agree to co-operate with one another, and endeavour to:

- 5.1 Align the Greater Kruger's management to be consistent with the JMC Instruments;
- 5.2 Collaborate in the development of innovative and adaptive methods for implementing this Agreement's objectives in accordance with a system of Adaptive Management, thereby promoting the objectives of the GLTP;
- 5.3 Collaborate in seeking investment for the Greater Kruger's conservation management;
- 5.4 Collaborate in seeking additional sources of funding, including sourcing external funding, for the implementation of this Agreement's provisions, with special emphasis on matters identified by the JMC;
- 5.5 Collaborate on and develop collective procurement strategies;
- 5.6 Collaborate on and develop common branding and marketing for the Greater Kruger, and appoint a trustee to own the branding for the benefit of the Greater Kruger;
- 5.7 Collaborate in respect of security responses for the benefit of the relevant Cluster/s and/or other regional areas of the Greater Kruger;
- 5.8 Collaborate to involve Other Stakeholders as well as local communities, resource users, and Adjacent Conservation Areas, in promoting the Greater Kruger's Protected Area management;
- 5.9 Take all reasonably practicable measures to promote the sound Environmental management of the Greater Kruger in line with the JMC Instruments;
- 5.10 Commit to declaring areas which are part of the Open System, as Protected Areas in terms of the Act, managed in terms of a Management Plan managed by a Management Authority insofar as areas under their management are concerned, and insofar as other areas are concerned, insofar as is reasonably practicable;
- 5.11 Harmonise, insofar as is reasonably practicable, their respective Management Plans, to facilitate integrated and complementary conservation and socio-economic development activities suitable to an Open System and to promote the objectives of this Agreement;
- 5.12 Ensure that effective measures are implemented and maintained to address issues relating to safety and security, public health, wildlife diseases and other matters which affect relations between the Parties;
- 5.13 Share information on relevant mutual issues, including species counts and wildlife management;
- 5.14 Consult on the alignment and potential impact of development actions in areas bordering each other;

- 5.15 Promote political support and legislative changes best suited to give effect to the provisions of this Agreement;
- 5.16 Develop a shared communication strategy on issues of collective interest;
- 5.17 Facilitate communication with other Parties on a regular basis, in order to reduce and eliminate duplications and to maximise the effective use of available resources and improve financial sustainability; and
- 5.18 Responsibly manage all environmental, socio-economic, statutory and security outcomes.

6 MANAGEMENT PILLARS AND MANAGEMENT PLANS

6.1 Governance and Management Plans:

- 6.1.1 The Parties undertake to manage and administer the property under their control as part of the Open System, in accordance with the purpose for which the respective Protected Areas were declared as Protected Areas, and to the extent not declared, are intended to be declared, and the provisions of this Agreement, applicable legislation, approved Management Plans, including Annual Plans of Operations
- 6.1.2 The Parties shall endeavour to manage the relevant portion of the Greater Kruger in line with the JMC Instruments..
- 6.1.3 The Parties agree to develop, through the JMC, the JMC Instruments applicable in the Greater Kruger, with special focus on the Management Pillars contained herein, which best promote the objectives of this Agreement;
- 6.1.4 The Parties agree to comply with their Constitutions and Management Plans as well as relevant legislation in developing, managing and reporting on the areas under their management, and any Party will, at the request of the relevant Management Authority or the JMC, furnish a copy of such Constitution.
- 6.1.5 Management Plans will be reviewed every 10 years, or such lesser reasonable period as determined by the JMC, and shall be reviewed to keep track with changed circumstances and to implement the principles of Adaptive Management.
- 6.1.6 To the extent that any area under a Party's management is not a declared Protected Area, or not subject to a Management Plan approved in accordance with the provisions of the Act and managed by a Management Authority:
 - 6.1.6.1 The Party will ensure, in collaboration with the JMC, that said area is declared a Protected Area subjected to management under an approved Management Plan managed by a Management Authority, within a period of 5 years from the Effective Date, or such lesser reasonable period as determined by the JMC, and provided further that the JMC may grant a further extension of time for a period of time determined appropriate by it, upon material representations by the said Party;
 - 6.1.6.2 To the extent that unreasonable delay is caused by any organ of state, the period of time will be extended commensurate with the period of unreasonable delay; and
 - 6.1.6.3 The JMC will review the progress made towards declaration as a Protected Area subject to a Management Plan managed by a Management Authority, on an annual basis, to ensure satisfactory progress by the Party concerned, and with a view to provide guidance and support.
- 6.1.7 The Parties acknowledge their obligation to ensure that insofar as is reasonably practicable, there are sufficient resources to manage their Protected Areas in accordance with their Constitutions, approved Management Plans and any relevant legislation.

6.2 Biodiversity conservation and Environmental management:

- 6.2.1 The Parties agree to manage ecosystems, including species, habitats, water resources, catchment systems, abiotic systems, disease, alien species, damage causing animals, fire management, waste management, energy management and development, green standards and natural resources, within the areas under their management, in accordance with their approved Management Plans, as well as endeavour to manage the ecosystems in line with the JMC Instruments.
- 6.2.2 The Parties agree to adhere to ethical, sustainable and responsible resource use and offtakes, including in respect of hunting and consumptive and non-consumptive natural resource use,

whilst cooperating with each other in good faith and mutual understanding, and to provide audit reports on same to the JMC, as required in terms of this Agreement.

6.3 Commercial Activities and Socio-economic management:

- 6.3.1 The Parties agree to undertake all commercial activities, including sustainable and responsible resource off-take, in accordance with their Constitutions and their approved Management Plans, particularly relevant zonation plans and density prescripts.
- 6.3.2 The Parties shall not consent to any prospecting, exploration, mining or production of gas, petroleum, mineral or other substances within the Greater Kruger.
- 6.3.3 The Parties shall not permit, unless required by law or as described in the Management Plan or Constitution, or approved by the JMC, and only through approved Environmental processes and consultation, the placement of any transmission lines, telecommunication lines, cellular towers or public works on the areas under their management, for the avoidance of doubt it being recorded that this clause does not apply to any existing infrastructure.
- 6.3.4 Landowners shall not subdivide, or permit the subdivision of any immovable property, except in accordance with legislation as well as the relevant Constitution and Management Plan, and approved by the relevant Management Authority.
- 6.3.5 The Parties undertake to support responsible local and regional development.
- 6.3.6 The Parties undertake to support community social investment opportunities, including promoting responsible tourism.

6.4 Safety and security management:

- 6.4.1 The Parties agree to take reasonable measures to support asset security, Environmental crime investigations, asset protection, disaster risk management, and fire safety in the Greater Kruger.
- 6.4.2 Without derogating from the generality of the foregoing, the Parties agree that such reasonable measures will include:
 - 6.4.2.1 Facilitating a crime information network aimed at enabling pro-active area protection and asset protection operations;
 - 6.4.2.2 Facilitating the monitoring and reporting of safety and security incidents and operational outcomes;
 - 6.4.2.3 Facilitating law enforcement operations within the Greater Kruger; and
 - 6.4.2.4 Facilitating research on and development of new strategies and technologies in the field of area and asset protection operations.
- 6.4.3 The Parties undertake to cooperate on, support and promote safety and security not only within, but also in the vicinity of the Greater Kruger, including assisting any law enforcement agency investigating suspicious and other activities, and to the extent reasonably required, facilitating access onto any property under their management for purposes of hot pursuit and other investigations.

6.5 Land inclusion:

- 6.5.1 The Parties agree that any land to be included in the Open System of the Greater Kruger after the Effective Date must comply with the requirements contained in relevant Constitutions, relevant approved Management Plans, including zonation plans and density prescripts, the JMC Instruments as well as other prescripts for land inclusion in the Greater Kruger in terms of this Agreement.
- 6.5.2 Application must be made to the JMC to include land into the Open System, which shall be undertaken, and assessed, in accordance with relevant Legislated Norms and Standards and the provisions of this Agreement.
- 6.5.3 The JMC shall grant the application and allow fences to be dropped in respect of new areas to be included in the Open System, upon the following criteria having been met:
 - 6.5.3.1 The land in question has been declared a Protected Area;
 - 6.5.3.2 The owner of the land to be included agrees to management in terms of the applicable Management Plan managed by a Management Authority which is a GLTFCA Representative Body, or which has been entrusted with the management of a GLTFCA Reserve, or which becomes a GLTFCA Representative Body upon the land being included in the Open System;

- 6.5.3.3 Security measures, perimeter fences and any access gate/s have been put in place and comply with the JMC Instruments, and in the absence of any JMC Instrument prescribing same, with such requirements reasonably determined by the JMC;
- 6.5.3.4 To the extent the land to be included is community land, inclusion benefits both the community's livelihood and a conservation sustainability strategy, linking conservation to poverty alleviation, and providing compelling incentives to communities to manage and conserve their land and natural resources;
- 6.5.3.5 The area to be included complies with the provisions of this Agreement, including the requirements for land inclusion;
- 6.5.3.6 After written notification to the relevant National and/or Provincial Authorities; and
- 6.5.3.7 The Landowner, has confirmed the mandate of the relevant GLTFCA Representative Body, and the GLTFCA Representative Body in question, to the extent not already a Party to this Agreement, has acceded to this Agreement by signing acceptance of the provisions of this Agreement, by letter addressed to the Chairperson of the JMC, such accession document to become part of Annexure C which lists new areas incorporated into the Open System, the GLTFCA Representative Body representing such area, domicilium addresses and such other relevant information.

7 MONITORING AND EVALUATION

- 7.1 The Parties commit to regular and appropriate monitoring and evaluation processes, as reasonably determined in JMC Instruments, to ensure that the Greater Kruger is managed as Open System in accordance with the objectives and other provisions of this Agreement.
- 7.2 The Parties agree to undergo an initial baseline METT assessment in respect of the GLTFCA Reserves on conclusion of the Agreement, and thereafter to undertake a biennial METT assessment, or at the frequency as reasonably determined by the JMC.
- 7.3 The Parties undertake to monitor and report annually to the JMC, or as otherwise reasonably determined by the JMC, on the status and review of the implementation of the applicable Management Plan.
- 7.5 The Parties agree to an biennial external audit of the status of the implementation of and compliance with the applicable Management Plan, or at the frequency as reasonably determined by the JMC, which audit report will form part of the annual reports prepared by the Parties, and which audit's funding will be facilitated by the Joint Management Committee, of the status of the implementation of and compliance with the applicable Management Plan.
- 7.6 In determining appropriate monitoring and evaluation processes, the JMC shall, as far as reasonably practicable, align such processes, including the format of reporting, with the obligations and time periods imposed in terms of the Act and the Legislated Norms and Standards.

8 GOOD FAITH, AGREEMENT NOT CONSTITUTING AGENCY OR PARTNERSHIP

- 8.1 The Parties shall observe good faith in the implementation of this Agreement, and by their signatures hereto undertake that in their dealings with one another, neither shall do anything nor refrain from doing anything which might prejudice or detract from the rights of any of the Parties.
- 8.2 The Parties shall collaborate in good faith and endeavour:
- 8.2.1 To achieve the objectives of this Agreement, and in order to do so undertake appropriate obligations as expeditiously and effectively as possible; and
- 8.2.2 To align their management with any guidance given, by the JMC, acting reasonably.
- 8.3 This Agreement shall not be construed so as to create a legal relationship of exclusivity between the Parties, to the exclusion of third parties, and the Parties agree that each Party shall be free to pursue projects with third parties, either independently or in collaboration with one another.

- 8.4 Nothing in this Agreement shall be taken to construe a partnership, agency or any other legal relationship existing between the Parties, and the Parties shall not be legally entitled to represent each other, unless otherwise determined in terms of this Agreement or duly authorised thereto in writing by the relevant other Party.

9 DURATION

- 9.1 This Agreement commences on the Effective Date and its provisions shall be reviewed by the Parties 3 years after the Effective Date, and thereafter every 5 years.
- 9.2 For the avoidance of doubt, to the extent that the Parties do not reach agreement on any review of this Agreement, the provisions of this Agreement, prior to the review process being embarked upon, shall regulate their relationship.
- 9.3 The Parties commit to mediation, but not arbitration, by an independent mediator, appointed by the JMC, in attempting to resolve any deadlock encountered in the review embarked upon.
- 9.4 The Parties shall embark on a wholesale review of this Agreement after 18 years, with a view to establishing a new agreement which will regulate their relationship, subject thereto that until agreement is reached, the provisions of this Agreement will remain in place.
- 9.5 Should the Parties not reach a new agreement within 21 years, they will embark upon a mediation process through an agreed independent mediator or, failing agreement on the identity of the mediator within 3 months after said 21 years, by a mediator appointed by AFSA, failing which appointed by the Johannesburg Bar Council or the Pretoria Bar Council.

10 JOINT MANAGEMENT COMMITTEE

- 10.1 The Parties establish a JMC, which shall not have legal personality, in the manner set out herein.
- 10.2 The overall function of the JMC is to drive and co-ordinate the implementation of this Agreement and to advance and represent the common interests of the Parties in matters concerning the management of the Greater Kruger.
- 10.3 The Joint Management Committee shall consist of 4 (four) SANParks representatives, and 1 (one) representative appointed by each GLTFCA Representative Body, such representatives collectively referred to as "*members*" for purposes of clauses 10 to 12, with the weighting of votes determined in accordance with Clause 11.
- 10.4 SANParks and the GLTFCA Representative Bodies may nominate alternates to attend meetings.
- 10.5 A SANParks representative will serve as the initial Chairperson of the JMC.
- 10.6 The position of Chairperson shall be held for a period of 2 (two) years, and shall alternate, with the SANParks nominee serving as Chairperson every alternate period.
- 10.7 Non-SANParks Chairpersons will be appointed through a majority of the votes of non-SANParks' members present and voting either in person or by proxy.
- 10.8 The JMC shall appoint a Deputy Chairperson, the first Deputy Chairperson not to be a SANParks representative.
- 10.9 The position of Deputy Chairperson shall be held for a period of 2 (two) years, and shall alternate, with the SANParks nominee serving as Deputy Chairperson every alternate period.
- 10.10 Non-SANParks Deputy Chairpersons will be appointed through a majority of the votes of non-SANParks' members present and voting either in person or by proxy.
- 10.11 The JMC shall not have authority to represent any of the Parties, except as otherwise specified in this Agreement, or as may be agreed in writing by the relevant Parties.
- 10.12 The JMC shall establish a Coordination Committee to facilitate its operations and administrative procedures.
- 10.13 The JMC shall have as many portfolio committees, with a special focus on the Management Pillars, constituted from time to time, as the JMC considers to be appropriate, taking into consideration the recommendations of the Coordination Committee.
- 10.14 The Coordination Committee shall establish a secretariat to facilitate its functions, occupied by a SANParks' employee/s made available for such purpose.

- 10.15 The JMC may request any Person to assist it in performing its functions, and/or to provide advisory support, on an ad hoc basis.
- 10.16 A Person assisting the JMC in any matter shall be entitled to take part in the JMC's proceedings concerning that matter, but shall not have a vote and shall not take part in any other proceedings of the JMC.
- 10.17 Other Stakeholders may sit in on meetings of the JMC by written invitation of the JMC, but shall not have a vote.
- 10.18 National and provincial conservation agencies whose areas of jurisdiction fall within the Greater Kruger may sit in on meetings of the JMC, but unless a GLTFCA Representative Body by virtue of it being a Landowner, shall not have a vote.
- 10.19 The members of the JMC shall serve without remuneration but each Party shall ensure that its representative is paid any reasonable travelling and living expenses, in line with each Party's remuneration policy, while absent from their ordinary places of work as a consequence of participating in the work of the JMC.

11 MEETINGS OF THE JMC

- 11.1 Meetings of the JMC are to be held at such times and places as the JMC determines, provided the venue is, as far as is reasonably practicable, accessible for the majority of the JMC's members and at least thirty (30) days' written notice has been furnished to the members of the JMC at the e-mail addresses provided by the Parties in writing from time to time for purposes of such notification and other JMC communication.
- 11.2 Notification will include the agenda of the meeting and a draft/s of the decision/s to be taken at the meeting.
- 11.3 The Chairperson may at any time convene a special meeting of the JMC if asked to do so by SANParks or at least two (2) GLTFCA Representative Bodies.
- 11.4 The Chairperson is to preside at all meetings of the JMC at which he or she is present and the Deputy Chairperson is to preside in the absence of the Chairperson. In the absence of both the Chairperson and the Deputy Chairperson, the meeting shall elect a chair to preside at the meeting.
- 11.5 A quorum for a meeting of the JMC is two (2) SANParks members and at least half of the non-SANParks members.
- 11.6 SANParks shall carry half of the votes at the JMC.
- 11.7 The weighting of the votes of the non-SANParks members is as follows:
 - 11.7.1 One (1) vote should the land area under the management of a GLTFCA Representative Body exceed one thousand (1 000) but not exceed two thousand five hundred (2 500) hectares;
 - 11.7.2 Two (2) votes should the land area under the management of a GLTFCA Representative Body exceed two thousand five hundred (2 500) hectares, but not exceed ten thousand (10 000) hectares
 - 11.7.3 Three (3) votes should the land area under the management of a GLTFCA Representative Body exceed ten thousand (10 000) hectares, but not exceed twenty thousand (20 000) hectares;
 - 11.7.4 Four (4) votes should the land area under the management of a GLTFCA Representative Body exceed twenty thousand (20 000) hectares, but not exceed thirty thousand (30 000) hectares;
 - 11.7.5 Five (5) votes should the land area under the management of a GLTFCA Representative Body exceed thirty thousand (30 000) hectares, but not exceed forty thousand (40 000) hectares;
 - 11.7.6 Six (6) votes should the land area under the management of a GLTFCA Representative Body exceed forty thousand (40 000) hectares but not exceed fifty thousand (50 000) hectares;
 - 11.7.7 Seven (7) votes should the land area under the management of a GLTFCA Representative Body exceed fifty thousand (50 000) hectares but not exceed seventy thousand (70 000) hectares;
 - 11.7.8 Seven (7) votes, plus one (1) vote for each twenty thousand (20 000) hectares or part thereof exceeding seventy thousand (70 000) hectares, should the land area under the management of a GLTFCA Representative Body exceed seventy thousand (70 000) hectares.
- 11.8 Should the land area under the management of any GLTFCA Representative Body acceding to this Agreement after the Signature Date be less than one thousand (1 000) hectares, such GLTFCA Representative Body shall have half ($\frac{1}{2}$) a vote, provided the land area under the

management of such GLTFCA Representative Body is not less than five hundred (500) hectares.

11.9 Decisions of the JMC shall be made by consensus wherever reasonably practicable.

11.10 If consensus is not possible, a decision may be made by the SANParks members and eighty percent of the votes of the non-SANParks members present and voting either in person or by proxy.

11.11 The instrument appointing a proxy shall be:

11.11.1 in writing under the hand of the duly authorised representative of the GLTFCA Representative Body concerned; and

11.11.2 deposited with the secretariat of the JMC before the scheduled time for the meeting.

11.12 The JMC must ensure that accurate minutes of the proceedings of each of its meetings are recorded and preserved and may appoint a minutes secretary for this purpose.

11.13 A decision is a valid decision of the JMC, even though it was not passed at a meeting of the JMC, if it is signed or assented to by letter or e-mail transmission by 2 (two) of the SANParks members and an eighty percent majority of votes of the non-SANParks members, and thirty (30) days' notice of the proposed decision was given to all members of the JMC.

11.14 In the event that an urgent decision is required to be taken by the JMC, it may be taken if signed or assented to by letter or e-mail transmission by two (2) of the SANParks members and an eighty (80) percent majority of votes of the non-SANParks members, and reasonable notice of the proposed decision was given to all members of the JMC.

11.15 The Chairperson shall ensure that the minutes of the JMC meetings are circulated to all Parties within one month of each meeting.

12 FUNCTIONS AND DECISIONS BY THE JMC

The functions of the JMC are to:

12.1 Develop the JMC Instruments applicable in the Greater Kruger to promote the objectives of this Agreement, including consistent Protected Area management across the Open System, and where appropriate aligned with IUCN guidelines, provided that:

12.1.1 the JMC Instruments shall only address those issues referred to in clauses 4, 5 and 6 of this Agreement, as well as specifically provided for by way of JMC Instrument in the remainder of the Agreement;

12.1.2 the JMC Instruments are intended to give guidance in accordance with the provisions of the Agreement, to achieve consistent Protected Area management of the Greater Kruger, taking into consideration that not all areas under the management of the GLTFCA Representative Bodies at the Effective Date are Protected Areas;

12.1.3 none of the JMC Instruments, nor any decision taken by the JMC, will contravene any legislation or detrimentally affect any other rights in law, including but not limited to the commercial rights of a Landowner, unless agreed upon by the relevant Parties and consented to by the specific Landowner, in writing;

12.1.4 the JMC shall ensure that sufficient flexibility is allowed to accommodate each Party's Management Plan, insofar as is reasonably practicable;

12.1.5 to the extent the JMC deadlocks on the development or approval of any Best Practice guideline, Standard Operating Procedure or protocol, or deems it appropriate to do so, it may refer any such dispute for resolution by an appropriate expert agreed upon by the JMC, and failing agreement, appointed by AFSA, or, to the extent AFSA is unable or unwilling to appoint such expert, the Johannesburg Bar Council or Pretoria Bar Council or Law Society of South Africa will be requested to appoint the requisite expert, who shall firstly attempt to resolve the dispute by mediation, and failing successful mediation after reasonable efforts at mediation, to determine the dispute, and who shall act as expert, and not as arbitrator;

12.1.7 to the extent the JMC does not refer any such dispute for resolution, any of SANParks or eighty percent in value of votes of the Non-SANParks members present and voting in person or by proxy at a meeting of the JMC, may refer such dispute to the expert;

12.1.8 the expert shall not be empowered to decide the interpretation or application of this Agreement or legal or accounting disputes, and shall restrict his decision to his field of expertise; and

- 12.1.9 legal and accounting disputes and any dispute regarding the interpretation or application of this Agreement shall be resolved in terms of the provisions of clause 15;
- 12.2 Ensure consistency in the Greater Kruger, and to that end:
 - 12.2.1 the JMC shall ensure that the JMC Instruments shall, as far as is reasonably practicable, be consistent with any Best Practice guidelines, Standard Operating Procedures and protocols already developed by SANParks;
 - 12.2.2 to the extent that SANParks has not already developed any relevant Best Practice guideline, Standard Operating Procedure and protocol, SANParks shall as far as is reasonably practicable ensure that any of those to be developed by it for the KNP, shall be consistent with those developed by the JMC; and
 - 12.2.3 it is recorded that, as at the Effective Date, the following JMC Instruments have been identified as being necessary, and which shall be prioritised for finalisation after the Effective Date in accordance with the procedure contemplated under this Agreement:
 - 12.2.3.1 Land Use Guidelines;
 - 12.2.3.2 Environmental Protocols and Guidelines;
 - 12.2.3.3 Responsible Tourism Best Practice Guidelines;
 - 12.2.3.4 Socio Economic Guidelines: Marketing, Branding and Social Investment;
 - 12.2.3.5 Sustainable Resource Use Protocol (hunting, animal off-takes);
 - 12.2.3.6 Safety and Security Guidelines and Standard Operating Procedures;
 - 12.2.3.7 Governance Guidelines as per NEMPAA;
 - 12.2.3.8 Governance Charter for JMC and Joint Committee(s): Operational Functions vs. decision-making at Executive level;
 - 12.2.3.9 Monitoring and Evaluation Guidelines;
- 12.3 Exempt, in appropriate instances and subject to such terms and conditions and for such period as the JMC may determine, any Party or Person, upon written application, from complying with any obligation under this Agreement relating to any JMC Instrument;
- 12.4 Give guidance and mobilise political and other support, in respect of matters of strategic importance for this Agreement;
- 12.5 Resolve disputes referred to it by a JOC;
- 12.6 Undertake those functions provided for elsewhere in this Agreement;
- 12.7 Co-ordinate the development and implementation of joint projects and activities to accomplish the objectives of this Agreement;
- 12.8 Co-ordinate the development and implementation of joint communication strategies, marketing and branding;
- 12.9 Source external funding for joint projects, with a special emphasis on joint capital projects;
- 12.10 Establish a method of evaluation of the implementation of this Agreement at JMC, JOC and Party level, and evaluate or have it evaluated for its effectiveness, performance and contribution to the Greater Kruger, with a view to improving and refining the implementation of this Agreement on an on-going basis in accordance with the principles of Adaptive Management;
- 12.11 Compile an evaluation report annually;
- 12.12 Promote partnerships that may assist the Greater Kruger to achieve its objectives;
- 12.13 Arrange a strategy briefing session with the members through the Annual General Meeting once a year; and
- 12.14 Establish the administrative procedures for the implementation of the Agreement;
- 12.15 Decide on measures not provided for elsewhere in this Agreement, to align the management of the GLTFCA Reserves with that of the KNP, and in turn with that of the GLTP, where appropriate.

13 FINANCES AND ANNUAL GENERAL MEETING

- 13.1 The JMC's expenses provided for in its approved budget will be borne by the Parties proportionate to the voting weight carried by each Party.
- 13.2 The JMC will hold an AGM in respect of each Annual Year of Operations before 31 August, with at least 30 calendar days' written notice to the Parties, to:
 - 13.2.1 report on the JMC's activities for the preceding year;
 - 13.2.2 brief the Parties on the planned activities for the ensuing year;
 - 13.2.3 table the Chairperson's report;

- 13.2.4 approve the JMC's financial statements, which shall comply with prudent financial prescripts and fairly represent its finances for the year under reporting;
- 13.2.5 approve the annual budget which shall include an itemised estimate of its anticipated income and expenses, including capital expenses, and the sources of such funding; and
- 13.2.6 deal with any other matter appropriately dealt with at an AGM.
- 13.3 If the proposed budget for the ensuing year is not adopted at the AGM, the Chairperson shall convene a JMC meeting within two (2) months thereafter, at which meeting the members present and voting may adopt an amended budget by both the SANParks vote and a majority weighted vote of the GLTFCA Representative Bodies.
- 13.4 Before every AGM the Coordination Committee shall cause to be prepared the JMC's financial statements for the preceding Annual Year of Operations, and the proposed budget, with an itemised estimate of the anticipated income and expenses of the JMC, for the ensuing Annual Year of Operations.
- 13.5 The Coordination Committee shall cause copies of such proposed budget and financial statements to be sent to each Party together with the notice convening the said AGM.
- 13.6 The JMC can appoint a trustee to manage its finances within the parameters determined by the JMC, including opening a bank account for its benefit.
- 13.7 The JMC shall insofar as is reasonably possible, source external funding for capital expenditure and special projects.

14 JOINT OPERATIONAL COMMITTEES

- 14.1 The first JOCs established are, subject to the review set out below, the following, with SANParks, and relevant GLTFCA Representative Bodies, making up each such sub-regional Clusters:
 - 14.1.1 Makuleke/Makuya Cluster (including the KNP Pafuri section);
 - 14.1.2 Letaba Ranch/Mthimkulu Cluster (including the KNP Mahlangeni and Phalaborwa sections);
 - 14.1.3 The APNR Cluster (including KNP Phalaborwa, Houtbosrand and Kingfisherspruit sections)
 - 14.1.4 Manyeleti, Mala Mala, SSW Cluster (including KNP Tshokwane and Skukuza sections); and
 - 14.1.5 Mjejane/Marloth Park Cluster (including KNP Malelane section).
- 14.2 Each JOC shall have two SANParks representatives and 1 (one) representative appointed by each GLTFCA Representative Body, with such representatives being collectively referred to as "*members*" for purposes of this clause 14.
- 14.3 SANParks will only have a vote in respect of matters impacting on it.
- 14.4 The JMC shall review the composition and representation of Cluster groupings of the first Joint Operational Committees (JOCs) established within sub-regional Clusters, taking into consideration that it shall:
 - 14.4.1 Not be able to decide the SANParks representation, with SANParks carrying half of the value of votes in any JOC, insofar as any matter to be decided upon impacts on it;
 - 14.4.2 Consider that provision could also be made for a Sabie River Cluster, Gidjana/Shangoni Cluster and Mahlati Cluster;
 - 14.4.3 Consider this Agreement's objectives and the Management Pillars;
 - 14.4.4 Insofar as is reasonably practicable, provide for warden/operational management participation.
- 14.5 The JOCs shall:
 - 14.5.1 facilitate effective co-operation within each JOC's area of jurisdiction on matters of mutual interest described in this Agreement; and
 - 14.5.2 monitor compliance with this Agreement, with implementation in accordance with the relevant Management Plans and Constitutions of the Parties, in their respective areas of jurisdiction.
- 14.6 A quorum for a meeting of a JOC is 1 (one) SANParks member and at least half of the non-SANParks members, non-SANParks members being entitled to vote in person or by way of proxy.
- 14.7 Decisions of the JOC shall be made by consensus.
- 14.8 The instrument appointing a proxy shall be:
 - 14.8.1 in writing under the hand of a duly authorised representative of the GLTFCA Representative Body concerned; and

- 14.8.2 deposited with the Chairperson of the JOC no later than the scheduled time for the meeting.
- 14.9 If consensus is not possible, including consensus on whether any matter to be decided upon impacts on SANParks, the matter shall be referred for decision by the JMC.
- 14.10 There shall be a Chairperson and Vice Chairperson of the JOC who shall be elected for the period of office by the JOC from the SANParks members and the non-SANParks members who are Parties to this Agreement.
- 14.11 The Chairperson and Vice Chairperson shall hold office for a period of 2 years. Should both or either or the Chairperson, and/or the Vice Chairperson be incapacitated or resign while in office, the JOC shall be entitled to elect a further Chairperson and/or Vice Chairperson to serve until the end of the office period.
- 14.12 The JOC shall meet not less than twice per annum. The meetings of the Joint Committee shall be held at any time and place convenient to members in the opinion of the Chairperson and convened by the Chairperson, or on the written request of any two SANParks members or non-SANParks members, by not less than 30 (thirty) days prior notice to all duly appointed representatives.
- 14.13 In the event that an urgent decision is required to be taken by the JOC, the meeting shall be convened with reasonable notice of the proposed decision to all members of the JOC.
- 14.14 National and provincial conservation organs of state may sit in on meetings of the JOC but will not hold a vote, save to the extent of representing a Landowner;
- 14.15 The JOC shall be entitled to invite any Other Stakeholder or other suitably qualified person(s), to JOC meetings, which person(s) shall not be entitled to vote on any issue before it.
- 14.16 A GLTFCA Representative Body shall be entitled to nominate and appoint one of its members or employees, additional to its duly appointed JOC member and its Warden/ operational management participant, to attend meetings of the JOC on its behalf, but such additional representative shall also not be entitled to exercise a vote on any issue before the JOC.
- 14.17 JOCs shall co-operate with other JOCs on matters of joint interest.
- 14.18 Disputes within any JOC regarding the exercise of its monitoring functions and other duties shall be referred to the JMC for resolution.

15 DISPUTE RESOLUTION

- 15.1 In the event of any dispute arising as to the interpretation or implementation of this Agreement or in the event of any dispute whatsoever arising between the Parties in regard to any matter covered or governed by this Agreement, unless otherwise provided for in this Agreement, this shall be dealt with by:
- 15.1.1 mediation through an independent mediator:
- 15.1.1.1 who shall be agreed upon by the Parties to said dispute, which mediation shall be concluded within 21 (twenty-one) days of appointment of such mediator; and
- 15.1.1.2 in the event that a mediator cannot be agreed, mediation through an independent mediator as determined by AFSA, or failing which as determined by the Johannesburg Bar Council or the Pretoria Bar Council, which mediation shall be concluded within 21 (twenty-one) days of appointment of such mediator; and
- 15.1.2 in the event of mediation being unsuccessful, arbitration before an arbitrator:
- 15.1.2.1 who shall be agreed upon by the Parties to said dispute; and
- 15.1.2.2 failing agreement on the arbitrator, by an arbitrator who shall be determined by AFSA, or failing which as determined by the Johannesburg Bar Council or the Pretoria Bar Council.
- 15.2 The arbitration proceedings shall be held on an informal basis, it being the Parties' intention that a decision should be reached as quickly and as inexpensively as possible, subject only to the observance of the principles of due process.
- 15.3 Each party to the dispute may be represented at the arbitration proceedings by its legal representative and/or other experts employed by it.
- 15.4 The Arbitrator shall permit each party to present any evidence and argument as the Arbitrator may consider to be relevant to the dispute, and shall generally determine in his or her sole discretion, all matters relating to the conduct of the proceedings and the procedures to be adopted in order to give effect to the intent expressed above.

- 15.5 The Arbitrator shall, at the request of any of the parties to the dispute, be assisted by a person having specialised knowledge of Environmental management to be agreed upon between the parties, and failing agreement, to be nominated by the Arbitrator.
- 15.6 Disputes will be decided in terms of South African law.
- 15.7 The decision of the Arbitrator or the Appeal Tribunal, as the case may be, shall be capable of being made an Order of Court on application by any Party to the dispute.
- 15.8 Any Party to a dispute shall have the right to an appeal before an Appeal Tribunal consisting of 3 (three) members, one of whom shall be appointed by the Claimant, another by the Defendant/s and the third by the two members of the Appeal Tribunal so appointed by the Claimant and Defendant/s.
- 15.9 All the arbitrators comprising the Appeal Tribunal shall either be senior counsel, having practised for not less than 20 (twenty) years and/or retired Judges of the High Court of South Africa.
- 15.10 Any litigant who wishes to appeal the Arbitrator's award shall notify the other litigants in writing and within 10 days of the publication of the Arbitrator's award.
- 15.11 The time period for the preparation of the record for the appeal shall be two months from date of the other litigants being informed of a Party intending to appeal.
- 15.12 The Appeal Tribunal panel's decision/award shall be final and binding, and in the absence of any appeal, the Arbitrator's award shall be final and binding upon the Parties to the dispute.
- 15.13 Nothing contained in this clause of the agreement shall prevent any Party from applying to Court for a temporary interdict or other relief of an urgent and temporary nature, without arbitration proceedings embarked upon, or if embarked upon, prior to the award of the Arbitrator.
- 15.14 The Arbitrator/Appeal Tribunal shall be entitled to direct that any costs associated with the arbitration proceedings, as determined in the sole discretion of the Arbitrator/Appeal Tribunal, shall be borne by any Party to the dispute or shall be paid by one or more of the Parties to the dispute and shall be taxed as between "*party and party*" or as between "*attorney and own client*".

16 TERMINATION

- 16.1 The Parties record that upon inclusion of any property into the Greater Kruger and consequential management of such property as part of an Open System, it may be difficult to exclude such property from the Open System should a Party elect to no longer be subject to this Agreement.
- 16.2 Consequently, the Parties agree that termination in respect of any Party will only be possible should:
- 16.2.1 the Party give 1 (one) year's prior written notice of termination in respect of itself to the Chairperson of the JMC ;
- 16.2.2 the relevant area be fenced out from the Greater Kruger upon termination; and
- 16.2.3 provided that no such notice may be given to be effective before a period of 5 (five) years have expired since such Party became a Party to this Agreement.
- 16.3 The costs associated with fencing out will be borne by the Party terminating the Agreement in respect of itself and will be secured upfront.
- 16.4 The fence to be erected will comply with the JMC Instruments and the JMC will be entitled to issue reasonable directions in this regard.

17 CONFIDENTIALITY

- 17.1 A Party that receives confidential information in the course of the exchange of information required under this Agreement or as a consequence of participating in any meeting shall respect the confidentiality of the information received and the conditions under which it was furnished and shall use that information only for the purposes for which it was supplied.
- 17.2 Each Party shall ensure that any individual representing it or nominated by it for the purposes of any activity undertaken under this Agreement, including participation in meetings, shall be bound by the same confidentiality obligations.
- 17.3 The Parties shall continue to be bound by the obligations in this clause after the termination of this Agreement for as long as the information in question is not in the public domain.
- 17.4 The provisions of this Clause 16 are subject to any obligations imposed in terms of the Protection of Personal Information Act 4 of 2013.

18 DOMICILIUM AND NOTICES AS PER ADDENDUM

The Parties choose the addresses set out in Annexure D hereto as their *domicilia citandi et executandi* for all purposes of this Agreement and as their respective addresses for the service of any notice required to be served on them in terms of this Agreement.

19 GENERAL

- 19.1 All additions, amendments, variations and any consensual cancellation of this Agreement shall be binding only if in writing and signed by each of the Parties.
- 19.2 This Agreement represents the entire agreement between the Parties in relation to the subject matter thereof and supersedes all previous agreements or arrangements, whether oral or written, between the Parties in respect of the subject matter of this Agreement. No representations, warranties or other terms and conditions of whatever nature not contained or recorded herein have been made or agreed to or shall be binding on the Parties.
- 19.3 No waiver by any Party of any default or variation by the other in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or variation whether of a like or different character, or shall be effective, unless in writing duly executed by an authorised representative of such Party.
- 19.4 Any time or other indulgence allowed by one Party to the other in which to perform its duties and obligations hereunder or to remedy any breach hereof shall not be, and shall not be construed as, a waiver by the Party giving such time or indulgence of any of its rights hereunder.
- 19.5 The law governing this Agreement, including without limitation its interpretation and all disputes arising out of this Agreement, is the law of the Republic of South Africa.
- 19.6 This Agreement may be executed in any number of identical counterparts, all of which, when taken together, shall constitute one Agreement. Any single counterpart or a set of counterparts taken together which, in either case, are executed by the Parties shall constitute a full original of this Agreement for all purposes.