



**forestry, fisheries  
& the environment**

Department:  
Forestry, Fisheries and the Environment  
REPUBLIC OF SOUTH AFRICA

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Ref: O2/1/5/2

**NATIONAL ASSEMBLY**

**(For written reply)**

**QUESTION NO. 2513 {NW2936E}**

**INTERNAL QUESTION PAPER NO. 27 of 2021**

**DATE OF PUBLICATION: 19 November 2021**

**Ms A M M Weber (DA) to ask the Minister of Forestry, Fisheries and the Environment:**

- (1) Whether she will furnish Ms A M M Weber with a copy of the agreement that was concluded between the Kruger National Park (KNP) and the Zinave National Park in Mozambique regarding the relocation of animals from KNP to Zinave National Park; if not, why not; if so, on what date;
- (2) what is the name of the person who is responsible for the relocation of all animals;
- (3) whether she will furnish Ms A M M Weber with the records pertaining to the relocation of the animals up to the latest specified date for which information is available; if not, why not; if so, on what date;
- (4) what (a) species of animals have been relocated from KNP to Zinave National Park, (b) number of each species has been relocated and (c) are the costs of every relocation for each species?

**2513. THE MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT REPLIES:**

- (1) The Kruger National Park (KNP) and the Zinave National Park in Mozambique agreements concluded in 2012, 2018 and 2021 and are attached as **Annexure 1**, **Annexure 2**, and **Annexure 3**.

- (2) The translocation of game is carried out by the Veterinary Wildlife Services Department, under the leadership of the Managing Executive, Dr Luthando Dziba.

The Managing Executives for Conservation Services, Parks and Kruger National Park consult on the translocation of animals. This is done through the work of the Wildlife Management Committee and is ultimately considered by the Executive Committee and the SANParks Board for approval.

- (3) The details of the agreements and the associated costs are attached. Please see **Annexure 1**, **Annexure 2**, and **Annexure 3**.

- (4) (a)(b) and (c)

Below is a table summarising the annual deliveries since 2011, the species of animals as well as the numbers for each species. The costs associated with the deliveries are also summarised in the table.

#### Animals captured and translocated to Zinave National Park

Species	2011	2012	2018	2019	2021	Total
Zebra	31	28	99	102	28	288
Blue Wildebeest		43	165		62	270
Impala			327			327
Giraffe		7				7
Total Animals	31	78	591	102	90	892
Total Costs	R491 838		R2 318 354		R454 846	R3 265 038

Regards



**MS B D CREECY, MP**  
**MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT**

DATE: 2/12/2021

LS/1/466 (10/04/12)



South African  
NATIONAL PARKS

Address: 643 Leyds Street, Muckleneuk, Pretoria  
P O Box 787, Pretoria, 0001

Tel: (012) 426 5073 Fax: (012) 343 0155 E-mail: [Marinda.vangraan@sanparks.org](mailto:Marinda.vangraan@sanparks.org)

Agreement:	Mozambique TFCA + Tourism Development Unit
Park:	KNP
Description:	Addendum to Donation of Game

	COMMENT	APPROVAL	DATE
<b>Department</b>	in full agreement		11/4/2012
<b>Legal Services</b>	Replacement of Annexure A: revised budget for capture + translocation costs		
<b>Name:</b>	Marinda (Sanparks)		10-4-2012
<b>Finance:</b>			
<b>Name:</b>	MB		10/4/12
<b>SCM</b>	NA		
<b>Risk Management</b>	OK		12/4/12
<b>TO BE SIGNED BY:</b>			
<b>Comments:</b>	 13/4/12		

**ADDENDUM TO DONATION OF GAME**

Between

**SOUTH AFRICAN NATIONAL PARKS**

And

**MOZAMBIQUE TRANSFRONTIER CONSERVATION AREAS AND  
TOURISM DEVELOPMENT PROJECT UNIT**

## 1. PARTIES

1.1 The parties to this agreement ("the Addendum") are:

1.1.1 Mozambique Transfrontier Conservation Areas and Tourism Development Project Unit ("TFCATDP") being part of Mozambique National Parks; and

1.1.2 South African National Parks ("SANParks").

1.2 The parties agree as set out below.

## 2. SCOPE OF THE ADDENDUM

2.1 TFCATDP and SANParks are desirous to amend the donation of game agreement concluded between the parties on or about 6 September 2011 ("the Donation of Game Agreement") regarding the costs that SANParks will incur in undertaking the capture and translocation of the game to the Zinave National Park as provided for in this Addendum.

2.2 The words and phrases defined in the Donation of Game Agreement shall carry the same meaning when used in this Addendum.

## 3. ANNEXURE A

3.1 The parties have revised the cost estimate for the capture and translocation of the game to the Zinave National Park as set out in Annexure A attached hereto.

3.2 It is hereby agreed that Annexure A attached to this Addendum will replace Annexure A of the Donation of Game Agreement.

## 4. GENERAL

4.1 Save for the replacement of Annexure A as provided for in this Addendum, the terms and conditions contained in the Donation of Game Agreement remain unaltered and of full force and effect.

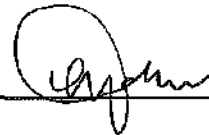


SIGNED at \_\_\_\_\_ on \_\_\_\_\_

AS WITNESS:

\_\_\_\_\_ For: TFCATDP

\_\_\_\_\_  
Duly authorised

SIGNED at Pretoria on 13 April 2012 

AS WITNESS:

 \_\_\_\_\_ For: SOUTH AFRICAN NATIONAL PARKS

Dr David Mabunda  
Duly authorised

**Estimated Capture Operation Costing / Job Card**

<b>Project NAME:</b>	ZINAVE LARGE MAMMAL INTRODUCTION 2012
<b>Project Code:</b>	
<b>Debtor #:</b>	
<b>Contract Code</b>	
<b>Project Discription:</b>	TRANSLOCATION OF ZEBRA, BLUE WILDEBEEST AND GIRAFFE FROM KRUGER NP TO ZINAVE NP IN MOZAMBIQUE
<b>Project Initiator:</b>	MARKUS HOFMEYR / FREEK VENTER
<b>Project Co-ordinator:</b>	MARIUS KRUGER / RUDI WILLIAMS
<b>Date started:</b>	
<b>Date finished:</b>	
<b>Date closed:</b>	

Summary of animals captured/translocated												
Species	Adult male	Adult female	Subadult male	Subadult female	Juvenile male	Juvenile female	Total male	Total female	Mortalities male	Mortalities female	Total captured/died	Approximate Value of Species according Auction Prices 2011
Zebra	15	15	0	0	0	0	15	15				140970
Blue Wildebeest	15	15					15	15				77940
Giraffe	7	7					7	7				228802
<b>TOTAL:</b>	<b>37</b>	<b>37</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>37</b>	<b>37</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>R 447 712.00</b>

Personnel Costs												
Name	Pers. No	Rate	Normal Hrs	Normal Hrs Amount	Normal Overtime	Normal Over-time Amount	Double Overtime	2 x Over-time Amount	Days S&T	S&T Amount	Accommodation	Cost
Ben Baloy	261636	R 63.38		R 0.00	30	R 2 852.10		R 0.00	3	R 864.00		R 3 716.10
James Ubisi	950108	R 15.77		R 0.00	30	R 709.85		R 0.00	3	R 864.00		R 1 573.65
Louis Sibuyi	952755	R 17.33		R 0.00	30	R 779.85		R 0.00	6	R 3 456.00	R 400.00	R 4 635.85
Johannes Baloyi	800103	R 30.04		R 0.00	30	R 1 351.80		R 0.00	3	R 1 728.00		R 3 079.80
Solly Mhlanga	251672	R 11.11		R 0.00	30	R 499.95		R 0.00	3	R 864.00		R 1 363.95
Vusi Magandi	251671	R 17.33		R 0.00	30	R 779.85		R 0.00	3	R 864.00		R 1 643.85
Thomas Mahore	740007	R 30.14		R 0.00	40	R 1 808.40		R 0.00	6	R 3 456.00	R 400.00	R 5 664.40
Mthoko Sikhakhane	311821	R 17.33		R 0.00	30	R 779.85		R 0.00	3	R 1 728.00		R 2 507.85
Patric Tembe	301200	R 12.25		R 0.00	30	R 551.25		R 0.00	3	R 864.00		R 1 415.25
Peter Buss	221093			R 0.00		R 0.00		R 0.00	6	R 3 456.00	R 400.00	R 3 856.00
Johan Malan									6	R 3 456.00	R 400.00	R 3 856.00
Jenny Joubert	251308			R 0.00		R 0.00		R 0.00	6	R 3 456.00	R 400.00	R 3 856.00
Marius Kruger	989728			R 0.00		R 0.00		R 0.00	6	R 3 456.00	R 400.00	R 3 856.00
Grant Knight				R 0.00		R 0.00		R 0.00		R 0.00	R 6 000.00	R 6 000.00
Roland January									20	R 11 520.00	R 400.00	R 11 920.00
Cathey Dreyer									12	R 6 912.00	R 400.00	R 7 312.00
Rudi Williams	210361			R 0.00		R 0.00		R 0.00	20	R 11 520.00	R 6 394.00	R 17 914.00
Micheal Makaloi	952499	R 63.38		R 0.00	60	R 5 704.20		R 0.00	12	R 6 912.00		R 12 616.20
Hermanus Landman	230099	R 22.68		R 0.00	60	R 2 041.20	8	R 362.88	12	R 6 912.00	R 400.00	R 9 716.08
George Seekoei	966594	R 22.68		R 0.00	60	R 2 041.20		R 0.00	12	R 6 912.00	R 400.00	R 9 353.20
Jacob Modise	230066	R 22.17		R 0.00	40	R 1 330.20	8	R 354.72	10	R 2 880.00	R 400.00	R 4 964.92
Ezekiel Nxusa	992106	R 30.14		R 0.00	60	R 2 712.60	8	R 482.24	12	R 6 912.00	R 400.00	R 10 506.84
Abel Modiseopodi	230067	R 27.39		R 0.00	60	R 2 465.10	8	R 438.24	12	R 6 912.00	R 400.00	R 10 215.34
Dan Leeuw	270302	R 23.02		R 0.00	60	R 2 071.80	8	R 368.32	12	R 6 912.00	R 400.00	R 9 752.12

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Mfundo Hinana	260308	R 21.70		R 0.00	40	R 1 302.00		R 0.00	10	R 2 880.00		R 4 182.00
Ben Makoloi	290398	R 22.79		R 0.00	40	R 1 367.40		R 0.00	10	R 2 880.00		R 4 247.40
Students (Thulani)	310056	R 11.54		R 0.00	0	R 0.00		R 0.00	10	R 2 880.00		R 2 880.00
Students (Msizi)	310057	R 11.54		R 0.00	0	R 0.00		R 0.00	10	R 2 880.00		R 2 880.00
Frank Cambaco	977188	R 22.00		R 0.00	0	R 0.00		R 0.00	0	R 0.00		R 0.00
<b>Total:</b>				<b>R 0.00</b>		<b>R 31 148.40</b>		<b>R 2 006.40</b>		<b>R114 336.00</b>	<b>R 17 994.00</b>	<b>R165 484.80</b>

Total cost: R165 484.80

Vehicle Costs - Kimberley				
Vehicle description	Vehicle registration	Cost/kilometres	Kilometres	Cost
MAN - 25.280	BWZ 425 NC	12.5	4600	R 57 500.00
MAN - 25.280	BWZ 426 NC	12.5	4600	R 57 500.00
MAN TGA	BWP 988 NC	12.5	4600	R 57 500.00
LAND CRUISER	BVB 968 NC	4.75	4300	R 20 425.00
TOYOTA CONDOR	BRJ 559 NC	4.74	3200	R 15 168.00
<b>Total cost:</b>				<b>R 208 093.00</b>

Vehicle Costs - KNP											
Vehicle description	Vehicle registration	Days	Rate/day	Daily amount	Km/Hour	FML rate	FML charge	FC indicator	Diesel Price	FCharge	Cost
MAN 4X4 Truck new	FCF 531 MP	1	R1 564.27	R1 564.27	205.00	R2.47	R506.35	0.35	11.26	R607.91	R2 878.53
MAN TGA		4	R1 233.24	R4 932.96	2 500.00	R2.47	R6 175.00	0.35	11.26	R9 852.50	R20 960.46
MAN 6X6 Truck	CVW 010 MP	4	R1 752.81	R7 011.24	2 404.00	R2.48	R5 981.92	0.35	11.26	R9 474.16	R22 447.32
LAND CRUISER - BEN	CTK 024 MP	2	R552.15	R1 104.30	480.00	R0.54	R259.20	0.33	11.26	R1 763.58	R3 147.08
<b>Total cost:</b>											<b>R49 433.39</b>

Subsidised Vehicle Cost				
Vehicle description	Vehicle registration	Cost/Kilometers	Km's	Cost
TOYOTA D/CAB 4X4 - Rudi		3.58	8000	R21 480.00
TOYOTA D/CAB 4X4 - Marius		3.58	7500	R26 850.00
TOYOTA D/CAB 4X4 - Peter Buss		3.58	4600	R16 468.00
<b>Total Costs</b>				<b>R 64 798.00</b>

Helicopter Flying Cost			
Helicopter registration	Cost/hour	Capture Hours flown	Cost
ZS-RLN/RLO	4000	10	R 40 000.00
		Ferry time	
		8	R 24 000.00
<b>Total cost:</b>			<b>R 64 000.00</b>

Mass Capture Tranquillization & Treatment Costs			
Drug used	Cost per mg or ml	Amount used	Cost
Haloperidol	0.94	1125	R 1 057.50
Trilafon	0.66	4200	R 2 772.00
Diazepam (Valium)	4.36	820	R 3 575.20
Phenylarthritis	1.88	820	R 1 541.60
Azaperone	0.2	3600	R 720.00
Finadyne	3.64	20	R 72.80
Darting of Giraffe	1200	14	R 16 800.00
Antibiotics	0.95	2800	R 2 660.00
<b>Total cost:</b>			<b>R 29 199.10</b>

Miscellaneous Costs		Cost
Parking and Toll fees		R 6 000.00
Consumables		R 15 000.00
Giraffe Trailer Rental		R 135 000.00
Customer Clearance Certificate		R 7 500.00

*for* 



Third Party Insurance			R 2 000.00
Vehicle Maintenance Cost			R 20 000.00
Cross Border Permits			R 8 250.00
Total cost:			R 193 750.00

Comments / additional information:

Summary of the Costs			
Operational Cost			
Personnel Cost			
	Accommodation		R 17 994.00
	S&T		R 114 336.00
	Overtime		R 33 154.80
Vehicle Cost			
	Vehicles - Kimberley		R 208 093.00
	Vehicles - Kruger (Vuswa)		R 49 433.39
Additional Transport Cost			
	Subsidised Vehicle Cost		R 64 798.00
Flight Section Cost			
	Helicopter Cost		R 64 000.00
Veterinary Cost			
	Drugs Mass Capture		R 29 199.10
Miscellaneous Cost			R 193 750.00
	Total Costs		R 774 758.29
	Vat		R 108 466.16
	Costs incl Vat		R 883 224.45

*my* 

LS/1/466 (10/04/12)



South African  
NATIONAL PARKS

Address: 643 Leyds Street, Muckleneuk, Pretoria  
P O Box 787, Pretoria, 0001

Tel: (012) 426 5073 Fax: (012) 343 0155 E-mail: [Marinda.vangraan@sanparks.org](mailto:Marinda.vangraan@sanparks.org)

Agreement:	Mozambique TFCA + Tourism Development Unit
Park:	KNP
Description:	Addendum to Renovation of Game

	COMMENT	APPROVAL	DATE
<u>Department</u> Name:	in full agreement		11/4/2012
<u>Legal Services</u> Name:	Replacement of Annexure A: revised budget for capture + translocation costs Marinda (Sanparks)		10-4-2012
<u>Finance:</u> Name:	OK		10/4/12
<u>SCM</u>	NA		
<u>Risk Management</u> Name:	OK		12/4/12
<b>TO BE SIGNED BY:</b>			
Comments:	 13/4/12		

**ADDENDUM TO DONATION OF GAME**

Between

**SOUTH AFRICAN NATIONAL PARKS**

And

**MOZAMBIQUE TRANSFRONTIER CONSERVATION AREAS AND  
TOURISM DEVELOPMENT PROJECT UNIT**

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*[Handwritten mark]*

1. **PARTIES**

1.1 The parties to this agreement ("the Addendum") are:

1.1.1 Mozambique Transfrontier Conservation Areas and Tourism Development Project Unit ("TFCATDP") being part of Mozambique National Parks; and

1.1.2 South African National Parks ("SANParks").

1.2 The parties agree as set out below.

2. **SCOPE OF THE ADDENDUM**

2.1 TFCATDP and SANParks are desirous to amend the donation of game agreement concluded between the parties on or about 6 September 2011 ("the Donation of Game Agreement") regarding the costs that SANParks will incur in undertaking the capture and translocation of the game to the Zinave National Park as provided for in this Addendum.

2.2 The words and phrases defined in the Donation of Game Agreement shall carry the same meaning when used in this Addendum.

3. **ANNEXURE A**

3.1 The parties have revised the cost estimate for the capture and translocation of the game to the Zinave National Park as set out in Annexure A attached hereto.

3.2 It is hereby agreed that Annexure A attached to this Addendum will replace Annexure A of the Donation of Game Agreement.

4. **GENERAL**

4.1 Save for the replacement of Annexure A as provided for in this Addendum, the terms and conditions contained in the Donation of Game Agreement remain unaltered and of full force and effect.



**South African National Parks**

PO Box 787  
 Preoria  
 0001  
 South Africa  
 Tel: (012) 426-5151 Fax: (012) 426-5535

**TAX INVOICE**

Vat No: 4370114284

Branch: Groenkloof  
 Invoice No. 6011  
 Date: 29 August 2012  
 Page: 1

**Bill To:** Transfrontier Conseravtion Areas/Tourism  
 Maputo  
 Mozambique  
 Zinave NP

**Ship To:** Ministry of Tourism  
 Transfrontier Conservation areas  
 AV.10 de Novembro  
 Praceta No. 1196 No. 40  
 Att :Mr.Rafoel Muchate  
 Fax:258 21 302373

Order No.		Debtor ID	Debtor Vat registration Number	Group Name		Pmt Terms	
		SPP0070		Zinave NP-Wildlife Introduction			
Item No.	Qty	Decription	Bin No	unit price (Vat Excl)	Amount	Vat	Total
	13	Helicopter Flying Cost		R 4 000.00	R 52 000.00	R 7 280.00	R 59 280.00
				<b>Total</b>	<b>R 52 000.00</b>	<b>R 7 280.00</b>	<b>R 59 280.00</b>

**Messages:Banking Details :**  
**FNB: Park Development Fund**  
 Account Number : 6210 847 3828  
 Branch Code :Church Square  
 Branch Number :253145  
 Swift Code :FIRNZAJJ

**TERMS: STRICTLY 30 DAYS, INTEREST ON OVERDUE AMOUNTS CHARGED AT 3% ABOVE PRIME**



**South African National Parks**

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 Preoria  
 0001  
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**Bill To:** Transfrontier Conservation Areas/Tourism  
 Maputo  
 Mozambique  
 Zinave NP

**Ship To:** Ministry of Tourism  
 Transfrontier Conservation Areas  
 AV.10 de Novembro  
 Praceta No. 1196 No. 40  
 Att :Mr.Rafoel Muchate  
 Fax:258 21 302373

Order No.		Debtor ID	Debtor Vat registration Number	Group Name		Pmt Terms	
		SPP0070		Zinave NP-Wildlife Introduction			
Item No.	Qty	Description	Bin No	unit price (Vat Excl)	Amount	Vat	Total
	1	SANParks Official Vehicles : BWZ 425 NC BWZ 426 NC CVW 010 MP BVB 968 NC FCF 531 MP CTK 024 MP BWP 988 NC		R 252 427.30	R 252 427.30	R 35 339.82	R 287 767.12
				<b>Total</b>	<b>R 252 427.30</b>	<b>R 35 339.82</b>	<b>R 287 767.12</b>

**Messages:Banking Details :**  
**FNB: Park Development Fund**  
 Account Number : 6210 847 3828  
 Branch Code :Church Square  
 Branch Number :253145  
 Swift Code :FIRNZAJJ

**TERMS: STRICTLY 30 DAYS, INTEREST ON OVERDUE AMOUNTS CHARGED AT 3% ABOVE PRIME**



**South African National Parks**

PO Box 787  
 Preoria  
 0001  
 South Africa

Tel: (012) 426-5151 Fax: (012) 426-5535

TAX INVOICE  
 Vat No: 4370114284

**Branch:**  
**Invoice No.**  
**Date:**  
**Page:**

Groenkloof  
 6013  
 29 August 2012

**Bill To:** Transfrontier Conservation Areas/Tourism  
 Maputo  
 Mozambique  
 Zinave NP

**Ship To:** Ministry of Tourism  
 Transfrontier Conservation areas  
 AV.10 de Novembro  
 Praceta No. 1196 No. 40  
 Att :Mr.Rafoel Muchate  
 Fax:258 21 302373

Order No.		Debtor ID	Debtor Vat registration Number	Group Name		Pmt Terms	
		SPP0070		Zinave NP-Wildlife Introduction			
Item No.	Qty	Description	Bin No	unit price (Vat Excl)	Amount	Vat	Total
	1	Veterinary Tranquillization & Treatment		R 21 286.40	R 21 286.40	R 2 980.10	R 24 266.50
				<b>TOTAL</b>	<b>R 21 286.40</b>	<b>R 2 980.10</b>	<b>R 24 266.50</b>

**Messages:Banking Details :**  
**FNB: Park Development Fund**  
 Account Number : 6210 847 3828  
 Branch Code :Church Square  
 Branch Number :253145  
 Swift Code :FIRNZAJJ

**TERMS: STRICTLY 30 DAYS, INTEREST ON OVERDUE AMOUNTS CHARGED AT 3% ABOVE PRIME**



**South African National Parks**

PO Box 787  
 Preoria  
 0001  
 South Africa

Tel: (012) 426-5151 Fax: (012) 426-5535

**TAX INVOICE**

Vat No: 4370114284

**Branch:** Groenkloof  
**Invoice No.:** 6014  
**Date:** 29 August 2012  
**Page:** 1

**Bill To:** Transfrontier Conservation Areas/Tourism  
 Maputo  
 Mozambique  
 Zinave NP

**Ship To:** Ministry of Tourism  
 Transfrontier Conservation areas  
 AV.10 de Novembro  
 Praceta No. 1196 No. 40  
 Att :Mr.Rafoel Muchate  
 Fax:258 21 302373

Order No.		Debtor ID	Debtor Vat registration Number	Group Name		Pmt Terms	
		SPP0070		Zinave NP-Wildlife Introduction			
Item No.	Qty	Description	Bin No	unit price (Vat Excl)	Amount	Vat	Total
	1	Veterinary Wildlife Services Personnel Cost		R 105 723.33	R 105 723.33	R 14 801.27	R 120 524.60
				<b>Total</b>	<b>R 105 723.33</b>	<b>R 14 801.27</b>	<b>R 120 524.60</b>

**Messages:Banking Details :**  
**FNB: Park Development Fund**  
 Account Number : 6210 847 3828  
 Branch Code :Church Square  
 Branch Number :253145  
 Swift Code :FIRNZAJJ

**TERMS: STRICTLY 30 DAYS, INTEREST ON OVERDUE AMOUNTS CHARGED AT 3% ABOVE PRIME**



## DONATION OF WILDLIFE

entered into by and between



**South African  
NATIONAL PARKS**

**SOUTH AFRICAN NATIONAL PARKS**

("SANParks")

And

**PEACE PARKS FOUNDATION**

(PPF)



*Handwritten signatures and initials in blue ink:*  
A large stylized 'Z' or 'N' signature.  
The word 'Emmy' written above a signature.  
The initials 'AS' written above another signature.

## 1 BACKGROUND

- 1.1 The Zinave National Park is situated in Mozambique.
- 1.2 PPF has signed a co-management agreement with the Ministry of Land, Environment and Rural Development of Mozambique wherein PPF will provide financial, development and management support to Zinave National Park.
- 1.3 PPF is eager to introduce more wildlife to the Zinave National Park.
- 1.4 SANParks is willing to donate breeding groups of 30 giraffe, 525 impala, 200 zebra and 150 blue wildebeest for the Zinave National Park.
- 1.5 SANParks and PPF wish to record the terms and conditions upon which SANParks will donate the wildlife to PPF for the Zinave National Park and this Agreement serves to record such terms and conditions.

## 2 DEFINITIONS AND INTEPRETATION

- 2.1 In this Agreement, unless the context clearly indicates a contrary intention, the following terms shall have their meanings assigned to them hereunder, namely:
- 2.1.1 "Agreement" means this Agreement together with all annexures hereto;
- 2.1.2 "Annexure A" means the cost estimate by SANParks for the site visit to and the capture of the wildlife by SANParks for the Zinave National Park;
- 2.1.3 "PPF" means Peace Parks Foundation, a non-profit company established to facilitate the establishment and development of transfrontier conservation areas (TFCAs) in southern Africa. It undertakes financial, development and management support to Zinave National Park, including undertaking wildlife translocations. It's office is located at 9035 Ave Marginal, Triunfo, Maputo.
- 2.1.4 "SANParks" means South African National Parks, a statutory body established in terms of the National Parks Act No. 57 of 1976 and continuing to exist in terms of section 54(1) of the National Environmental Management: Protected Areas Act 57 of 2003 (as amended), with its principle place of administration at 643 Leyds Street, Muckleneuk, Pretoria, Gauteng;
- 2.1.5 "Party/ies" means SANParks and PPF, individually or collectively, as the case may be;
- 2.1.6 "Signature Date" means the date of signature of this Agreement by the last signing Party;

Handwritten signatures and initials in blue ink, including a large stylized 'M', a circular mark, and initials 'AS' and 'ef'.

- 2.2 References to this Agreement shall include the annexures to this Agreement.
- 2.3 The headings to the clauses in this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement.
- 2.4 Words and phrases defined in this Agreement shall also apply in the interpretation of the same words and phrases in annexures to this Agreement, save where specifically indicated to the contrary in such annexure.
- 2.5 Unless the context otherwise require:
- 2.5.1 the singular shall import and include the plural and vice versa;
- 2.5.2 words indicating a gender shall import and include other genders;
- 2.5.3 words indicating natural persons shall include juristic persons.
- 2.6 This Agreement shall be construed and interpreted in accordance with the Laws of the Republic of South Africa.

### 3 DONATION

- 3.1 SANParks hereby undertakes to donate 30 giraffe, 200 zebra, 150 blue wildebeest and 525 impala to PPF for translocation to Zinave National Park, who hereby accepts the donation, on the terms and conditions set out in this Agreement.

### 4 DURATION OF AGREEMENT

- 4.1 This Agreement shall commence on the Signature Date and shall continue until the wildlife has been translocated to the Zinave National Park and all responsibilities referred to in the Agreement are properly and fully discharged by both parties.

### 5 RELATIONSHIP

- 5.1 It is understood and agreed that each of the Parties hereto is an independent contractor and that neither Party will act as or represent itself, directly or by implication, as an agent or representative of the other, nor in any manner assume or create any obligation on behalf of, or in the name of, the other except as otherwise provided in terms of this Agreement.
- 5.2 The employees of one Party are not seconded to, and shall not be deemed to be, employees of the other Party.

*emy*  
*AS*  
*ey*

## 6 SITE VISIT

- 6.1 SANParks will undertake a site visit to the Zinave National Park to evaluate the risks relating to the translocation of the wildlife before each operation commences.
- 6.2 The delegation to visit the Zinave National Park will consist of 3 employees of SANParks and 1 representative of the National Directorate for Veterinary Services – Ministry of Agriculture of Mozambique who will stay in the Zinave National Park for not more than 5 days.
- 6.3 PPF undertakes to provide accommodation to the SANParks delegation for the duration of the site visit.
- 6.4 SANParks' estimate of the costs it will incur in respect of the site visit is attached hereto as Annexure A.

## 7 CAPTURE AND TRANSLOCATION OF WILDLIFE

- 7.1 SANParks undertakes to capture the zebra, blue wildebeest, impala and giraffe in the Kruger National Park for purposes of this donation before the end of 2018.
- 7.2 SANParks undertakes to transport the giraffe to Zinave National Park during 2018 and may in its discretion transport some of the zebra, blue wildebeest and impala captured.
- 7.3 PPF will appoint an experienced and approved service provider to undertake the transport of the wildlife, excluding the giraffe, from the Kruger National Park to Zinave National Park during 2018.
- 7.4 SANParks will undertake the capture in accordance with its standard procedures.
- 7.5 SANParks' estimate of the costs it will incur in respect of the capture of the wildlife is attached hereto as Annexure A.

## 8 PAYMENT OF COSTS

- 8.1 It is a specific condition of this Agreement that SANParks will not be responsible for any of the costs of the site visit, the capture of the wildlife and the transport of the giraffe and any other wildlife to the Zinave National Park under this Agreement.
- 8.2 PPF hereby undertakes to compensate SANParks within 30 days of the signature date of this Agreement for all of its estimated direct costs as detailed within Annexure A to give effect to the donation of the wildlife in terms of this Agreement.

Handwritten signatures and initials in blue ink. On the left, a large stylized signature. To its right, a smaller signature with the initials 'AJ' written above it. Further right, another signature with the initials 'AJ' written above it. There are also some scribbles and other marks.

- 8.3 It is recorded that the costs set out in Annexure A are only an estimate of the costs that SANParks will incur in conducting the site visit and in undertaking the capture of the wildlife and the transportation of the giraffe and any other wildlife and that SANParks will submit to PPF the final invoice within a reasonable time from completion of the operation of the wildlife capture and transportation of the giraffe and any other wildlife captured.
- 8.4 PPF undertakes to compensate SANParks in full for all costs incurred as set out in the invoice submitted by SANParks by payment in cash within a period of 30 days from the date of receipt of the final invoice by PPF.

## 9 DISEASE RISK

- 9.1 Kruger National Park is a controlled disease zone with healthy wildlife populations.
- 9.2 All risk in and to an animal passes from SANParks to PPF immediately upon SANParks having completed the loading of such animal onto the transportation vehicle of PPF or of SANParks.
- 9.3 Animals dying after their loading onto the transportation vehicle of PPF or of SANParks will neither be replaced, nor will PPF be refunded the value of such dead animals, unless SANParks in its sole discretion should otherwise decide. Any decision of SANParks in this regard shall be final and binding.
- 9.4 SANParks endeavours to capture and load only healthy animals but will not test captured animals for any diseases.
- 9.5 PPF accepts all risks with potential disease translocation with the loaded animals to Zinave National Park.

## 10 PERMITS

- 10.1 PPF will be responsible for obtaining all the required NEMBA, TOPS, CITES, transport, export, import, transit and veterinary permits and other requirements prescribed by the different nature conservation authorities of the provinces, veterinary authorities and importing countries. SANParks shall provide all the necessary assistance in obtaining permits and approvals within South Africa.
- 10.2 The South African veterinary authorities require no quarantine period unless so specified by the importing country in the import permit.

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10.3 Veterinary health certificates shall be obtained by SANParks from the State Veterinarian.

## 11 ADDRESSES AND NOTICES

11.1 Each Party chooses the address set out opposite its name below as its address at which all notices, legal processes and other communications must be delivered for the purposes of this Agreement:

11.1.1 SANParks: 643 Leyds Street  
MUCKLENEUK  
PRETORIA  
0002  
And marked for the attention of: The Chief Executive Officer

Telephone Number: (012) – 426 5000

Facsimile: (012) – 426 5536

11.1.2 PPF: 9035 Avenida Marginal  
Triunfo  
Maputo  
Mozambique

Telephone Number: + 258 87 3011 730

And marked for the attention of: Mozambique Country Manager: Mr Antony Alexander

11.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

11.3 Any Party may by written notice to the other Party change its chosen address, provided that the change shall become effective on the 14th day after receipt of the notice by the addressee.

11.4 Any notice to a Party contained in a correctly addressed envelope and delivered by hand to a responsible person during ordinary business hours at its chosen address, sent by fax to the chosen fax number or e-mailed to the chosen address shall be deemed to have been received on the day of delivery.

Handwritten signatures and initials in blue ink, including a large stylized signature, a circular mark, and initials 'P' and 'AJ'.

**12 GOOD FAITH**

12.1 The relationship between the Parties shall be one of the utmost good faith and each Party undertakes to observe the utmost good faith towards the other.

**13 ENTIRE AGREEMENT**

13.1 The Parties hereby agree and record that this Agreement together with all annexures attached hereto constitutes the entire and only agreement between the Parties.

13.2 No alteration, variation or suspension of any of the terms of this Agreement, including the alteration, variation or suspension of this clause, or any consents or cancellations hereof shall be of any force or effect unless reduced to writing and signed by both Parties.



SIGNED AND DATED ON THE 18 DAY OF MAY 2018

AS WITNESSES

1. [Signature]  
2. [Signature]

[Signature]

for and on behalf of: SANPARKS – who warrants his/her authority to sign

Mr Fundisile Mketeni

Name

Chief Executive Officer

Capacity

**SOMERSET WEST**

SIGNED AND DATED AT ~~PRETORIA~~ ON THE 25 DAY OF MAY 2018

AS WITNESSES

1. [Signature]  
2. [Signature]

[Signature]

for and on behalf of: PPF – who warrants his/her authority to sign

WERNER MYBURGH

Name

CEO

Capacity



**ANNEXURE A**

**SA NATIONAL PARKS CAPTURE AND TRANSPORT COST ESTIMATES**

<b>Costs excl vat</b>	<b>R 1,205,119.37</b>
<b>Vat</b>	<b>R 180,767.91</b>
<b>Costs Incl Vat</b>	<b>R 1,385,887.28</b>
<b>Personnel Cost</b>	<b>R 241,174.48</b>
<b>Vehicle Cost</b>	<b>R 521,584.44</b>
<b>Private Helicopter Cost</b>	<b>R 284,875.00</b>
<b>Veterinary Cost</b>	<b>R 56,485.46</b>
<b>Miscellaneous Cost</b>	<b>R 101,000.00</b>



Handwritten signature and initials in blue ink, including a stylized 'M' and 'R' and the name 'emy'.





South African  
NATIONAL PARKS

Address: 643 Leyds Street, Muckleneuk, Pretoria  
P O Box 787, Pretoria, 0001

Tel: +27 (012) 426 5000

Fax: +27 (012) 343 0155

E-mail: [marinda.vangraan@sanparks.org](mailto:marinda.vangraan@sanparks.org)

<b>AGREEMENT:</b>	<b>PEACE PARKS FOUNDATION</b>
<b>PARK:</b>	<b>KRUGER NATIONAL PARK</b>
<b>DESCRIPTION:</b>	<b>DONATION OF KNP WILDLIFE TO PPF FOR ZINAVE NATIONAL PARK</b>

LS/1/5293

	<b>COMMENT</b>	<b>APPROVAL</b>	<b>DATE</b>
<u>Department</u>			
Reference to date of Board approval if applicable			
Reference to applicable Policy			
<u>Legal Services</u> Marinda van Graan	OK Previously approved agreement (attached) amended to include giraffe + other minor amendments		11-04-2018
<u>Finance:</u> Mohlajoa Malefetse			11/4

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**SANPARKS ROUTE FORM (Line/Matrix)**




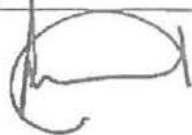
Tracking no:		LS/11/5293		File Plan no:			
Date Initiated:		11 April 2018		Initiator		Name: Marinda van Graan Contact No: Ext 5073	
SUBJECT:		KRUGER NATIONAL PARK WILDLIFE DONATION TO PEACE PARKS FOUNDATION FOR ZINAVE NATIONAL PARK					
Delegated Approver:		Name: Mr Fundisile Mketeni Designation: Chief Executive Officer					
	Relevance (✓)	Role	Name	Date received	Date sent on	Initial	Comment
1	✓	Initiator	R Williams	11/04/18	11/04/18		For approval. Copy attached
2		Supervisor					
3	✓	S/General Manager					
4		HOD					
5	✓	Line ME:	L Dziba		10/5		As per DoA
	✓	Co-responsible ME	G Phillips	14/5	14/5		Approved
6	✓	Legal Implications	M Van Graan	11/4	11/4		
		Communication Implications					
		ME Corporate Services					
7	✓	Budget Implications	M Malefetse	11/4	11/4		OK
		SCM Implications					
		AG Implications					
		CFO					
8		Policy Implications					
	✓	Risk or Internal Audit implications	C Muller	12/4	12/4		OK
		Governance or Strategy implications					
		Human Capital Implications					
		Business Process Implications					
	COO						
9	✓	CEO	F Mketeni	14/5/18	18/5		signed
10	✓	Received back by Initiator					
11	✓	Dispatched and filed					

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**SANPARKS ROUTE FORM (Line/Matrix)**

Tracking no:				File Plan no:			
Date Initiated:		11 April 2018		Initiator		Name: Marinda van Graan Contact No: Ext 5073	
SUBJECT:		KRUGER NATIONAL PARK WILDLIFE DONATION TO PEACE PARKS FOUNDATION FOR ZWAVE NATIONAL PARK					
Delegated Approver:		Name: Mr Fundisile Mketeni Designation: Chief Executive Officer					
	Relevance (✓)	Role	Name	Date received	Date sent on	Initial	Comment
1	✓	Initiator	R Williams	11/04/18	11/04/18		Ecr approval.
2		Supervisor					
3	✓	S/General Manager					
4		HOD					
5	✓	Line ME:	L Dziba				
	✓	Co-responsible ME	G Phillips				
6	✓	Legal Implications	M Van Graan	11/4	11/4		
		Communication Implications					
		ME Corporate Services					
7	✓	Budget Implications	M Malefetse				
		SCM Implications					
		AG Implications					
		CFO					
8		Policy Implications					
	✓	Risk or Internal Audit implications	C Muller				
		Governance or Strategy Implications					
		Human Capital Implications					
		Business Process Implications					
	COO						
9	✓	CEO	F Mketeni				
10	✓	Received back by Initiator					
11	✓	Dispatched and filed					

  
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<b>RISK:</b> Corne Muller	OK		12/4/18
<b>ME: KNP</b> Mr Glenn Phillips	Supported		14/05/18
<b>ME: CONSERVATION SERVICES</b> Dr Luthando Dziba	OK		10/5/2018
<b>TO BE SIGNED: CHIEF EXECUTIVE OFFICER</b>			18/5/18
In terms paragraph 2.20.6.1 of the Delegation Framework			

  
emy



**South African National Parks**

Groenkloof  
P.O. Box 787  
Pretoria  
0001  
South Africa

Tel: (012)426-500000 Fax: (012)343-783400

**South African  
NATIONAL PARKS**

**\*\*\*COPY TAX INVOICE\*\*\***

Vat No: 4370114284

Invoice No.	INV-GK-0058438
Date:	31/05/2018
Page:	1

**Bill To:**

**Peace Parks Foundation  
11 Termo Road  
Stellenbosch  
7613**

**Ship To:**

**Peace Parks Foundation  
11 Termo Road  
Stellenbosch  
7613**

Order No.	Debtor ID	Debtors VAT Registration Number	Group Name		Pmt Terms		
	P00001	4870165976			D30		
Item No.	Qty	Description	Bin No	Vat Code	Unit Price (Vat Excl )	Vat	Total (Vat Incl)
1601A	1	1 Personnel Cost		SALEALL	241 174.4800	36 176.17	277 350.6500
1601A	1	1 Vehicle Cost		SALEALL	521 584.4400	78 237.67	599 822.1100
1601A	1	1 Helicopter Cost		SALEALL	284 875.0000	42 731.25	327 606.2500
1601A	1	1 Veterinary Cost		SALEALL	56 485.4600	8 472.82	64 958.2800
1601A	1	1 Mescellaneous Cost		SALEALL	101 000.0000	15 150.00	116 150.0000
<b>Messages:</b>					<b>TOTAL</b>	180 767.91	1 385 887.29

FNB CORPORATE-Park Development Fund  
ACC NO:6210 847 3828  
BRANCH CODE:253145

*R1039 415 47 paid 21-06-18*

**TERMS: STRICTLY 30 DAYS, INTEREST WILL BE CHARGED AT 3% ABOVE PRIME**

Debtor ID: P00001                      Peace Parks Foundation

Ranges:                      From:                      To:  
 Document Number            First                      Last  
 Document Date              First                      Last

Sorted By: Document Date                      Include: Work, Open

Voided

Origin	Type	Document Number	Cheque Number	Due Date	Audit Trail Code	Batch ID	Currency ID	
Doc Date		Description		Discount Amount	Writeoff Amount	Document Amount	Amount Remaining	
pen	SLS	INV-GK-0058438		30/06/2018	SLSTE00085669	GK3-0005089		
31/05/2018		INV-GK-0058438		0.00	0.00	1 385 887.29	346 471.82	
pen	SLS	INV-GK-0058550		30/07/2018	SLSTE00086197	GK3-0005134		
30/06/2018		INV-GK-0058550		0.00	0.00	351 603.00	351 603.00	
pen	SLS	INV-GK-0059150		01/10/2018	SLSTE00087293	GK3-0005227		
01/09/2018		INV-GK-0059150		0.00	0.00	234 402.00	234 402.00	
Total Documents: 3						Totals:	1 971 892.29	932 476.82



**South African National Parks**

Groenkloof  
 P.O. Box 787  
 Pretoria  
 0001  
 South Africa

Tel: (012)426-500000 Fax: (012)343-783400

**South African**  
 NATIONAL PARKS

**\*\*\*COPY TAX INVOICE\*\*\***

Vat No: 4370114284

<b>Invoice No.</b>	INV-GK-0058550
<b>Date:</b>	30/06/2018
<b>Page:</b>	1

**Bill To:**

Peace Parks Foundation  
 11 Termo Road  
 Stellenbosch  
 7613

**Ship To:**

Peace Parks Foundation  
 11 Termo Road  
 Stellenbosch  
 7613

Order No.		Debtor ID	Debtors VAT Registration Number		Group Name		Pmt Terms	
APRIL -JUNE 2018		P00001	4870165976				D30	
Item No.	Qty	Description	Bin No	Vat Code	Unit Price (Vat Excl )	Vat	Total (Vat Incl)	
2995A	1	Salary Johan Jooste April -June		SALEALL	283 551.0000	0.00	283 551.0000	
2995A	1	Office Rent for April -June 2018		SALEALL	68 052.0000	0.00	68 052.0000	
<b>Messages:</b>						<b>TOTAL</b>	0.00	351 603.00

**TERMS: STRICTLY 30 DAYS, INTEREST WILL BE CHARGED AT 3% ABOVE PRIME**

**South African National Parks**

Groenkloof  
 P.O. Box 787  
 Pretoria  
 0001  
 South Africa  
 Tel: (012)426-500000 Fax: (012)343-783400

**South African  
 NATIONAL PARKS**

**\*\*\*COPY TAX INVOICE\*\*\***

Vat No: 4370114284

Invoice No.	INV-GK-0059150
Date:	01/09/2018
Page:	1

**Bill To:**

**Peace Parks Foundation  
 11 Termo Road  
 Stellenbosch  
 7613**

**Ship To:**

**Peace Parks Foundation  
 11 Termo Road  
 Stellenbosch  
 7613**

Order No.	Debtor ID	Debtors VAT Registration Number	Group Name		Pmt Terms		
SALARY,OFFICE RENT	P00001	4870165976			D30		
Item No.	Qty	Description	Bin No	Vat Code	Unit Price (Vat Excl )	Vat	Total (Vat Incl)
2995A	1	salary johan jooste july-august2		SALEALL	189 034.0000	0.00	189 034.0000
2995A	1	office rent for july-august 2018		SALEALL	45 368.0000	0.00	45 368.0000
<b>Messages:</b>					<b>TOTAL</b>	0.00	234 402.00

**TERMS: STRICTLY 30 DAYS, INTEREST WILL BE CHARGED AT 3% ABOVE PRIME**



# South African National Parks

P.O. Box 787  
Pretoria  
0001  
South Africa

Tel: (012)426-5000000 Fax: (012)343-7834000

# TAX INVOICE

Vat No: 4370114284

Branch:	Groenkloof
Invoice No.	INV-GK-0059150
Date:	01/09/2018
Page:	1

**Bill To:**  
Peace Parks Foundation  
11 Termo Road  
Stellenbosch  
7613

**Ship To:**  
Peace Parks Foundation  
11 Termo Road  
Stellenbosch  
7613

Order No.	Debtor ID	Debtor VAT Registration Number	Group Name	Pmt Terms		
SALARY,OFFICE RENT	P00001	4870165976		D30		
Item No.	Qty	Description	Bin No	Unit Price (Vat Excl )	Vat	Total (Vat Incl)
2995A	1.00	salary johan jooste july-august2018		189 034.00	0.00	189 034.00
2995A	1.00	office rent for july-august 2018		45 368.00	0.00	45 368.00
				<b>TOTAL</b>	0.00	234 402.00

Messages:

TERMS: STRICTLY 30 DAYS, INTEREST ON OVERDUE AMOUNTS CHARGED AT 3% ABOVE PRIME

South African National Parks / Peace Parks Foundation  
Donation of wildlife to Zinave National Park  
May 2021

## DONATION, CAPTURE AND TRANSPORT OF WILDLIFE AGREEMENT

entered into by and between



**SOUTH AFRICAN NATIONAL PARKS**

("SANParks")

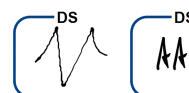
and



**PEACE PARKS FOUNDATION**

(PPF)







## 1 BACKGROUND

- 1.1 The Zinave National Park is situated in Mozambique.
- 1.2 PPF has signed a co-management agreement with the Ministry of Land and Environment of Mozambique wherein PPF will provide financial, development and management support to Zinave National Park.
- 1.3 PPF is eager to introduce more wildlife to the Zinave National Park.
- 1.4 SANParks is willing to donate breeding groups of up to 75 giraffe, 60 zebra and 60 blue wildebeest for the Zinave National Park.
- 1.5 SANParks and PPF wish to record the terms and conditions upon which SANParks will donate the wildlife to PPF for the Zinave National Park and this Agreement serves to record such terms and conditions.

## 2 DEFINITIONS AND INTEPRETATION

- 2.1 In this Agreement, unless the context clearly indicates a contrary intention, the following terms shall have their meanings assigned to them hereunder, namely:
  - 2.1.1 “**Agreement**” means this Agreement together with all annexures hereto;
  - 2.1.2 “**Annexure A**” means the cost estimate by SANParks for the capture of the wildlife as provided for in clause 7.1;
  - 2.1.3 “**Annexure B**” means the cost estimate by SANParks per animal for the transportation of the wildlife captured under this Agreement to Zinave National Park as provided for in clause 7.2;
  - 2.1.4 “**Department**” means the Department of Fisheries, Forestry and the Environment of South Africa;
  - 2.1.5 “**PPF**” means Peace Parks Foundation, a non-profit company established to facilitate the establishment and development of transfrontier conservation areas (TFCAs) in southern Africa. It undertakes financial, development and management support to Zinave National Park, including undertaking wildlife translocations. Its office is located at Rua Embondeiro 609, Triunfo, Maputo.
  - 2.1.6 “**SANParks**” means South African National Parks, a statutory body established in terms of the National Parks Act No. 57 of 1976 and continuing to exist in terms of

section 54(1) of the National Environmental Management: Protected Areas Act 57 of 2003 (as amended), with its principle place of administration at 643 Leyds Street, Muckleneuk, Pretoria, Gauteng;

- 2.1.7 “**Party/ies**” means SANParks and PPF, individually or collectively, as the case may be;
- 2.1.8 “**Signature Date**” means the date of signature of this Agreement by the last signing Party;
- 2.2 References to this Agreement shall include the annexures to this Agreement.
- 2.3 The headings to the clauses in this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement.
- 2.4 Words and phrases defined in this Agreement shall also apply in the interpretation of the same words and phrases in annexures to this Agreement, save where specifically indicated to the contrary in such annexure.
- 2.5 Unless the context otherwise require:
- 2.5.1 the singular shall import and include the plural and vice versa;
- 2.5.2 words indicating a gender shall import and include other genders;
- 2.5.3 words indicating natural persons shall include juristic persons.
- 2.6 This Agreement shall be construed and interpreted in accordance with the Laws of the Republic of South Africa.

### 3 DONATION

- 3.1 SANParks hereby undertakes to donate up to 75 giraffe, 60 zebra and 60 blue wildebeest (the Wildlife) to PPF for translocation to Zinave National Park, who hereby accepts the donation, on the terms and conditions set out in this Agreement.
- 3.2 It is recorded that SANParks will capture breeding groups of the Wildlife and that it may not be possible, despite reasonable efforts, to capture the exact number of animals referred to in clause 3.1 for translocation to Zinave National Park.

#### 4 DURATION OF AGREEMENT

- 4.1 This Agreement shall commence on the Signature Date and shall continue until the wildlife has been translocated to the Zinave National Park and all responsibilities referred to in the Agreement are properly and fully discharged by both parties.

#### 5 RELATIONSHIP

- 5.1 It is understood and agreed that each of the Parties hereto is an independent contractor and that neither Party will act as or represent itself, directly or by implication, as an agent or representative of the other, nor in any manner assume or create any obligation on behalf of, or in the name of, the other except as otherwise provided in terms of this Agreement.
- 5.2 The employees of one Party are not seconded to, and shall not be deemed to be, employees of the other Party.

#### 6 CAPTURE AND TRANSLOCATION OF WILDLIFE

- 6.1 SANParks undertakes to capture the zebra, blue wildebeest and giraffe in the Kruger National Park for purposes of this donation over a period of 2 years from commencement of the capture operation.
- 6.2 SANParks undertakes to transport the Wildlife captured in terms of this Agreement to Zinave National Park.
- 6.3 SANParks will undertake the capture and transport in accordance with its standard procedures.
- 6.4 SANParks will undertake to temporary hold the Wildlife in the bomas in an attempt to prepare the Wildlife for the translocation.
- 6.5 SANParks' estimate of the costs it will incur in respect of the capture, holding and the transport of the Wildlife is attached hereto as **Annexure A** and **Annexure B** respectively.

## 7 COSTS AND PAYMENT

- 7.1 It is a specific condition of this Agreement that SANParks will not be responsible for any of the costs of the capture, temporary holding of the Wildlife and the transport of the Wildlife to the Zinave National Park under this Agreement.
- 7.2 PPF hereby undertakes to compensate SANParks for the capture, holding and transport costs. PPF will pay 50% (fifty percent) of the estimated operational cost referred to in **Annexure A**, within 30 days of the signature date of this Agreement to give effect to the donation of the Wildlife in terms of this Agreement. The remaining 50% (fifty percent) will be paid to SANParks within thirty (30) days of the last delivery of the Wildlife. PPF shall provide SANParks with adequate proof of such payment.
- 7.3 PPF hereby undertakes to compensate SANParks for the transport cost per animal captured under this Agreement as set out in **Annexure B**. It is recorded that the actual transport cost incurred will be determined upon submission of the delivery notes. Transport invoices will therefore be generated against confirmed delivery notes. PPF will effect payment to SANParks within thirty (30) days of receiving the invoice. PPF shall provide SANParks with adequate proof of such payment.
- 7.4 It is recorded that the costs set out in **Annexure A** and **Annexure B** are only an estimate of the costs that SANParks will incur in undertaking the capture, temporary holding and transport of the Wildlife respectively and that SANParks will submit to PPF the final invoices within a reasonable time from completion of the Wildlife capture, temporary holding and transport operation.
- 7.5 PPF undertakes to compensate SANParks in full for all reasonable direct costs incurred by SANParks as set out in the invoices submitted, by electronic funds transfer within a period of 30 days from the date of receipt of the final invoice by PPF.

## 8 OBLIGATIONS OF SANPARKS FOR TRANSPORT OF WILDLIFE

- 8.1 SANParks will undertake the transport of the Wildlife from the Kruger National Park to the Zinave National Park in Mozambique.
- 8.2 SANParks will invoice PPF with the transport cost per animal transported under this Agreement as set out in Annexure B.
- 8.3 SANParks will ensure that all vehicle cross border permits, third party insurance and customs clearance certificate are in place for the transport operation.



- 8.4 SANParks will ensure that each transport truck is operational with two drivers per truck and adequately equipped.
- 8.5 SANParks undertakes to have a support vehicle accompany every consignment of the Wildlife.
- 8.6 SANParks will ensure that all the required CITES, veterinary and transport permits required in South Africa for the translocation of the Wildlife into another country are in place

## 9 OBLIGATIONS OF PEACE PARKS FOUNDATION FOR TRANSPORT OF WILDLIFE

- 9.1 PPF agrees to pay the capture cost as set out in Annexure A.
- 9.2 PPF agrees to pay the transportation cost per animal as set out in Annexure B.
- 9.3 PPF agrees to avail a representative to travel with the SANParks' support vehicle accompanying every consignment of the Wildlife to Zinave National Park to assist with traffic control points.
- 9.4 PPF will ensure that all the required CITES, veterinary and transport permits for the translocation of the Wildlife into another country (Mozambique) are in place.
- 9.5 PPF undertakes to provide accommodation to the SANParks staff for the duration of the transport operation.

## 10 DISEASE AND TRANSPORT RISK

- 10.1 Kruger National Park is a controlled disease zone with healthy wildlife populations.
- 10.2 All risk in and to an animal passes from SANParks to PPF immediately upon SANParks having completed the loading of such animal onto the transportation vehicle of SANParks.
- 10.3 Animals dying after their loading onto the transportation vehicle of SANParks will neither be replaced, nor will PPF be refunded the value of such dead animals, unless SANParks in its sole discretion should otherwise decide. Any decision of SANParks in this regard shall be final and binding.
- 10.4 SANParks endeavours to capture and load only healthy animals but will not test captured animals for any diseases and ensure the relevant veterinary permits are in place.

10.5 PPF accepts all risks with potential disease translocation with the loaded animals to Zinave National Park.

## 11 PERMITS

11.1 PPF will be responsible for obtaining all the required CITES, transport, import, transit and veterinary permits and other requirements prescribed by the national conservation and veterinary authorities within the importing countries. SANParks shall obtain the necessary NEMBA, TOPS, CITES, transport, export, transit and veterinary permits and other requirements prescribed by the different nature conservation authorities of the National, Provincial and veterinary authorities within South Africa.

11.2 The South African veterinary authorities require no quarantine period unless so specified by the importing country in the import permit.

11.3 Veterinary health certificates shall be obtained by SANParks from the State Veterinarian.

## 12 COMMUNICATION PLAN

12.1 It is recorded that the Department drafted a communication plan to raise awareness of the donation and translocation of the Wildlife under this Agreement and the parties agree to adhere to such communication plan.

12.2 SANParks agrees to waive all permit costs for PPF associated with the filming, recording and photography in the Kruger National Park with specific reference to the activities linked to the capture and transport operations to which this Agreement refers.

12.3 The parties agree to acknowledge each other in any published or broadcast version of the product created with this recorded footage and material.

12.4 The Parties agree that all filming, recording and photography footage and material from Zinave National Park to which this Agreement refers will be made available to each other for their official use in production, publication or public broadcasting.

12.5 It is recorded that the National Environmental Management: Protected Areas Act 57 of 2003 and the regulations in terms of that Act are applicable within the Kruger National Park and that any filming, recording, photography and other activities in the park related to this Agreement will be subject to such legislation.

- 12.6 Neither of the parties shall share any material on film or recorded or photographic material for broadcast in national or international media platforms without the prior written consent of the other party.
- 12.7 In the event that any of the parties provide the filming, recorded or photographic material for sale, all monies raised will be donated to SANParks' conservation fund or to any SANParks' project related to community upliftment.
- 12.8 Neither Party shall reproduce, copy or use the other Party's intellectual property or permit the use of the other Party's intellectual property by any third party except with that Party's prior written consent.

### 13 ADDRESSES AND NOTICES

- 13.1 Each Party chooses the address set out opposite its name below as its address at which all notices, legal processes and other communications must be delivered for the purposes of this Agreement:

13.1.1 SANParks: 643 Leyds Street  
MUCKLENEUK  
PRETORIA  
0002  
And marked for the attention of: The Chief Executive Officer  
Telephone Number: (012) – 426 5000  
Facsimile: (012) – 426 5536

13.1.2 PPF: Rua Embondeiro 609  
Triunfo  
Maputo  
Mozambique  
Telephone Number: + 258 87 3011 730  
And marked for the attention of: Mozambique Country Manager: Mr Antony Alexander

- 13.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.
- 13.3 Any Party may by written notice to the other Party change its chosen address, provided that the change shall become effective on the 14th day after receipt of the notice by the addressee.
- 13.4 Any notice to a Party contained in a correctly addressed envelope and delivered by hand to a responsible person during ordinary business hours at its chosen address, sent by fax to the chosen fax number or e-mailed to the chosen address shall be deemed to have been received on the day of delivery.

#### 14 GOOD FAITH

- 14.1 The relationship between the Parties shall be one of the utmost good faith and each Party undertakes to observe the utmost good faith towards the other.

#### 15 ENTIRE AGREEMENT

- 15.1 The Parties hereby agree and record that this Agreement together with all annexures attached hereto constitutes the entire and only agreement between the Parties.
- 15.2 No alteration, variation or suspension of any of the terms of this Agreement, including the alteration, variation or suspension of this clause, or any consents or cancellations hereof shall be of any force or effect unless reduced to writing and signed by both Parties.

South African National Parks / Peace Parks Foundation  
Donation of wildlife to Zinave National Park  
May 2021  
Page 10 of 11

SIGNED AND DATED AT Pretoria ON THE 17th DAY OF June

AS WITNESSES

1. 

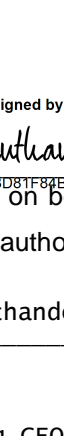
2. 

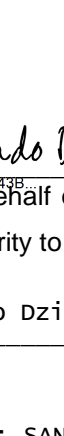
DocuSigned by:  
Dr. Luthando Dziba  
for and on behalf of: **SANPARKS** – who warrants  
his/her authority to sign

Dr Luthando Dziba  
Name  
Acting CEO: SANParks  
Capacity

SIGNED AND DATED AT Livingstone ON THE 17th DAY OF May 2021

AS WITNESSES

1. 

2. 

DocuSigned by:  
Werner Myburgh  
for and on behalf of: **PPF** – who warrants his/her  
authority to sign

werner Myburgh  
Name  
Chief Executive Officer  
Capacity

**ANNEXURE A**

<b>Estimated Capture Cost per Species</b>			
Species	Total	Unite Price	Amount
Blue Wildebeest	60	2,580.70	R 154,842.00
Zebra	60	5,533.97	R 332,038.20
Giraffe	75	13,463.13	R 1,009,734.75
<b>Total Costs</b>			<b>R 1,496,615.15</b>
Vat			R 224,492.27
<b>Cost Including Vat</b>			<b>R 1,721,107.42</b>

**ANNEXURE B**

<b>Estimated Transport Cost per Species</b>			
Species	Total	Unite Price	Amount
Blue Wildebeest	60	2,683.33	R 160,999.80
Zebra	60	2,683.33	R 160,999.80
Giraffe	75	8,816.67	R 661,250.25
<b>Total Costs</b>			<b>R 983,249.85</b>
Vat			R 147,487.45
<b>Costs Including Vat</b>			<b>R 1,130,737.33</b>



# South African National Parks

P.O. Box 787  
 Pretoria  
 0001  
 South Africa

Tel: (012)426-5000000 Fax: (012)343-7834000

# TAX INVOICE

Vat No: 4370114284

Branch:	Groenkloof
Invoice No.	INV-GK-0064079
Date:	16/08/2021
Page:	1

**Bill To:**  
 Peace Parks Foundation  
 11 Termo Road  
 Stellenbosch  
 7613

**Ship To:**  
 Peace Parks Foundation  
 11 Termo Road  
 Stellenbosch  
 7613

Order No.	Debtor ID	Debtor VAT Registration Number	Group Name	Pmt Terms		
ZINAVE TRANSLOCATI	P00001	4870165976		D30		
Item No.	Qty	Description	Bin No	Unit Price (Vat Excl)	Vat	Total (Vat Incl)
1638A	62.00	62 Blue Wildebeest		2 580.70	24 000.51	184 003.91
1638A	28.00	28 Zebra		5 533.97	23 242.67	178 193.83
1638A	1.00	Transport 62 Blue Wildebeest		166 366.46	24 954.97	191 321.43
1638A	1.00	Transport 28 Zebra		75 133.24	11 269.99	86 403.23
1638A	-1.00	Less helicopter cost		160 935.80	-24 140.37	-185 076.17
				<b>TOTAL</b>	<b>59 327.77</b>	<b>454 846.23</b>

**Messages:**  
 FNB CORPORATE:Park Development Fund  
 ACCOUNT NO:62108473828  
 BRANCH CODE:253145

**TERMS: STRICTLY 30 DAYS, INTEREST ON OVERDUE AMOUNTS CHARGED AT 3% ABOVE PRIME**



## ***NOTIFICATION OF PAYMENT***

To Whom It May Concern:

First National Bank hereby confirms that the following payment instruction has been received:

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Date Actioned : 2021/09/10  
Time Actioned : 19:44:21  
Trace ID : WXFHD6QH

### **Payer Details**

Payment From : Peace Parks Foundation Npc  
Cur/Amount : 454,846.23

### **Payee Details**

Recipient/Account No : . . 473828  
Name : South African Nation  
Bank : FNB/RMB  
Branch Code : 253145  
Reference : P00001 Peace Parks Foundation

*END OF NOTIFICATION*

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To authenticate this Payment Notification, please visit the First National Bank website at [fnb.co.za](http://fnb.co.za), select the "Verify Payments" link and follow the on-screen instructions.

Our customer (the payer) has requested First National Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. First National Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability whatsoever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

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