



MAKULEKE CONTRACTUAL NATIONAL PARK

MANAGEMENT PLAN & BUSINESS CASE
2021

Repositioning of the Makuleke Contractual National Park, with its interlinked biological and cultural richness and unique landscapes as the heart to the Great Limpopo Transfrontier Conservation Area.



Executive Summary

The Makuleke Joint Management Board (Makuleke JMB) has endorsed the process to capitalise on the opportunities associated with the favourable repositioning of the Makuleke Contractual National Park, with its interlinked biological and cultural richness and unique landscapes as the heart to the Great Limpopo Transfrontier Conservation Area (GLTFCA).

The process was pursued through a partnership approach by reviewing the Makuleke Contractual National Park (MCNP) Management Plan and Business Case which is in line with the Makuleke Settlement Agreement, Makuleke Conservation and Development Framework and the National Environmental Management: Protected Areas Act No. 57 of 2003 (NEM: PAA) to regularise the protected areas.

The desired state of the MCNP is based on its vision, mission, vital attributes and objectives, whilst fully acknowledging that the park is embedded within the characteristic biodiversity components, including ecosystem services, processes and associated cultural historical and scenic features. This will be done while facilitating communities by creating a range of consumptive and non-consumptive benefits such as job opportunities, other forms of income generation, access to and sustainable utilisation of natural resources and other opportunities, while remaining informed and constrained by its biodiversity values. Programmes to achieve the desired state fall within eight categories, namely: regional land use integration; biodiversity conservation; wild and distinctive landscapes; responsible tourism and sustainable business practices; cultural heritage; socio-economic development; stakeholder relationships and effective park management.

The focus on integrated land use over the next ten years will seek to deliver on the GLTFCA which was signed between South Africa, Mozambique and Zimbabwe which at its core seeks to drive a collective action in pursuit of resilient communities and ecosystems whilst unlocking sustainable socio-economic benefits.

To achieve this vision, the management plan can only be implemented through partnering with relevant sectors, organs of state, NGO's and communities as informed by the stakeholder engagement strategy. This will seek collaboration as guided by the constitution of the Republic of South Africa, National Development Plan, Provincial Growth Development Strategy, GLTFCA bioregional plans and Municipal Integrated Development Plans.

The MCNP initial management plan was developed in 2000 with the Makuleke CDF endorsed by all parties in 2012. The first review builds on the foundation of the first management plan and seeks not only to improve it but also to ensure that it remains relevant in a continually changing society.



Acknowledgements

The Makuleke Joint Management Board (Makuleke JMB) and the Makuleke Communal Property Association (CPA) endorsed and supported this process. The plan was prepared by Dr. Kiéra Schoeman, Mr. Aubrey Maluleke, Dr. Marisa Coetzee, Ms Jen Newenham and Mr Wehncke van der Merwe with support from various SANParks-KNP units. Technical, strategic and various stakeholders contributed through participating in stakeholder sessions and providing inputs throughout the development of the plan. This plan was funded and supported through the GEF PA Programme as facilitated by the Kruger2Canyons Biosphere. The photos used in this document were supplied by SANParks, Dr Eddie Riddell and Wiseman Manganyi (guide at Return Africa from the Makuleke Community).



Authorisation

This Management Plan is hereby internally accepted and authorised as required for managing of the Makuleke Contractual National Park in terms of Sections 39 and 41 of NEM: PAA as aligned to the Kruger National Park Management Plan, which was authorised in 2018 by the Minister of Environmental Affairs.

Mr William Mabasa
Chairperson: Makuleke
Joint Management
Board

Ms Mavis Hatlane
Chairperson: Makuleke
Communal Property
Association



South African
NATIONAL PARKS





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Acronyms

AMSL	Above Mean Sea Level
APO	Annual Plan of Operation
BSP	Biodiversity Social Projects
CBD	Convention on Biological Diversity
CDF	Conservation Development Framework
CDP	Concept Development Plan
CITES	Convention on International Trade in Endangered Species
CM	Conservation Management
CPA	Communal Property Association
CPF	Coordinated Policy Framework
CS	Communication Section
DCA	Damage Causing Animal
DFFE	Department of Forestry, Fisheries and Environment
DWS	Department of Water and Sanitation
EMP	Environmental Management Plan
EPWP	Expanded Public Works Programme
FEPA	Freshwater Ecosystem Priority Area
FMD	Foot and Mouth Disease
GLTFCA	Great Limpopo Transfrontier Conservation Area
GLTP	Great Limpopo Transfrontier Park
HIL	High Intensity Leisure
HWC	Human Wildlife Conflict
IAS	Invasive and Alien Species
IDPs	Integrated Development Plans
JMB	Joint Management Board
JMC	Joint Management Committee
KNP	Kruger National Park
LEAP	Law Enforcement and Anti-poaching
LEDET	Limpopo Department of Economic Development, Environment and Tourism
LIL	Low intensity Leisure
m	Metre
masl	Metres above sea level
mm	Millimetre
MaB	Man and Biosphere
MCNP	Makuleke Contractual National Park
MPC	Makuleke Park Co-ordinator
METT	Management Effectiveness Tracking Tool
MP	Management Plan
NBSAP	National Biodiversity Strategy and Action Plan
NDP	National Development Plan
NEMA	National Environmental Management Act (Act No. 107 of 1998)
NEM: BA	National Environmental Management: Biodiversity Act (Act No. 10 of 2004)
NEM: PAA	National Environmental Management: Protected Areas Act (Act No. 57 of 2003)
NGOs	Non-Government Organisations
NHRA	National Heritage Resources Act (Act No. 25 of 1999)
NISCWT	National Integrated Strategy to Combat Wildlife Combating
PGDS	Provincial Growth Development Strategy
RS	Ranger Services
RT	Responsible Tourism
SAHRA	South African Heritage Resources Agency
SAM	Strategic Adaptive Management
SANBI	South African National Biodiversity Institute
SANParks	South African National Parks
SET	Socio-economic Transformation
SOP	Standard Operating Procedure
SMMes	Small Medium Micro Enterprises
SS	Scientific Services
SSC	Species of Special Concern





SSV	Skukuza State Veterinarian
T	Tourism
TOPS	Threatened or Protected Species
TPC	Threshold of Potential Concern
TS	Technical Services
UNWTO	United World Tourism Organisation
V-STEEP	Values - Social, Technological, Ecological, Economic and Political
VWS	Veterinary Wildlife Services



SECTION 1: AUTHORISATION

This Management Plan (MP) will provide the broad strategic and operational framework for the management of the park, thereby ensuring the protection of the Makuleke Contractual National Park's (MCNP) values, achievement of the goals and objectives of the park within the context of the broader regional landscape over the next 10 years. The plan serves as the key driving document and as a reference to the management and development of the park in its current and envisaged future form with information on the background, biophysical context, desired state, programmes at strategic and operational levels and costing.

This Management Plan will come into effect following the approval of the Joint Management Board (JMB) and Makuleke CPA. It is aligned and embedded within the KNP MP (2018 – 2028) authorised in terms of sections 39 and 41 of NEM: PAA. As with all South African National and Contractual National Parks, this plan will be reviewed no later than 10 years after the commencement date, as guided by the JMB and in line with the updated KNP Management Plan (2018).

The plan contains the following sections:

- **Section 1** - provides for the required authorisation;
- **Section 2** - provides a record of the legal status of the park, descriptions of its context as well as relevant local, regional, national **Section 3** - sets out the framework of legislation, national policies, structures, policies, guidelines and practices regarding management;
- **Section 4** - describes the consultation process followed in the preparation of this plan;
- **Section 5** - presents the vision, purpose, values, principles and attributes considered in developing a desired state for the park and provides the high-level objectives as basis for the management programmes contained in Section 10 of the plan;
- **Section 6** - outlines the zoning plan;
- **Section 7** - describes access and facilities;
- **Section 8** - summarises the expansion and consolidation strategy;
- **Section 9** - sets out the concept development plan;
- **Section 10** - provides a strategic plan with programmes, objectives and activities with cost estimates. Monitoring and evaluation are integrated into the actions;
- **Section 11** - contains detailed costing of the programmes; and
- **Appendices** to this plan contain further details such as declarations, stakeholder participation report, park development framework, internal rules and maps.

This section provides for
the required
authorisation



SECTION 2: LEGAL STATUS

2.1 NAME OF THE AREA

The name of the area is the Makuleke Contractual National Park (MCNP), formerly part of the Kruger National Park (proclaimed on 2 September 1926: Government Gazette No 1576 dated 2 September 1926) was resituated to the Makuleke people in 1998 (Judgement 90/98). The Makuleke Settlement Agreement appears in Annexure A.

2.2 LOCATION

The MCNP is situated in the north-eastern corner of South Africa bordering Mozambique in the east and Zimbabwe in the north. The Kruger National Park (KNP) is located to the south (see Map 1).

2.3 HISTORY OF ESTABLISHMENT

The history of establishment can be briefly summarised as follows:

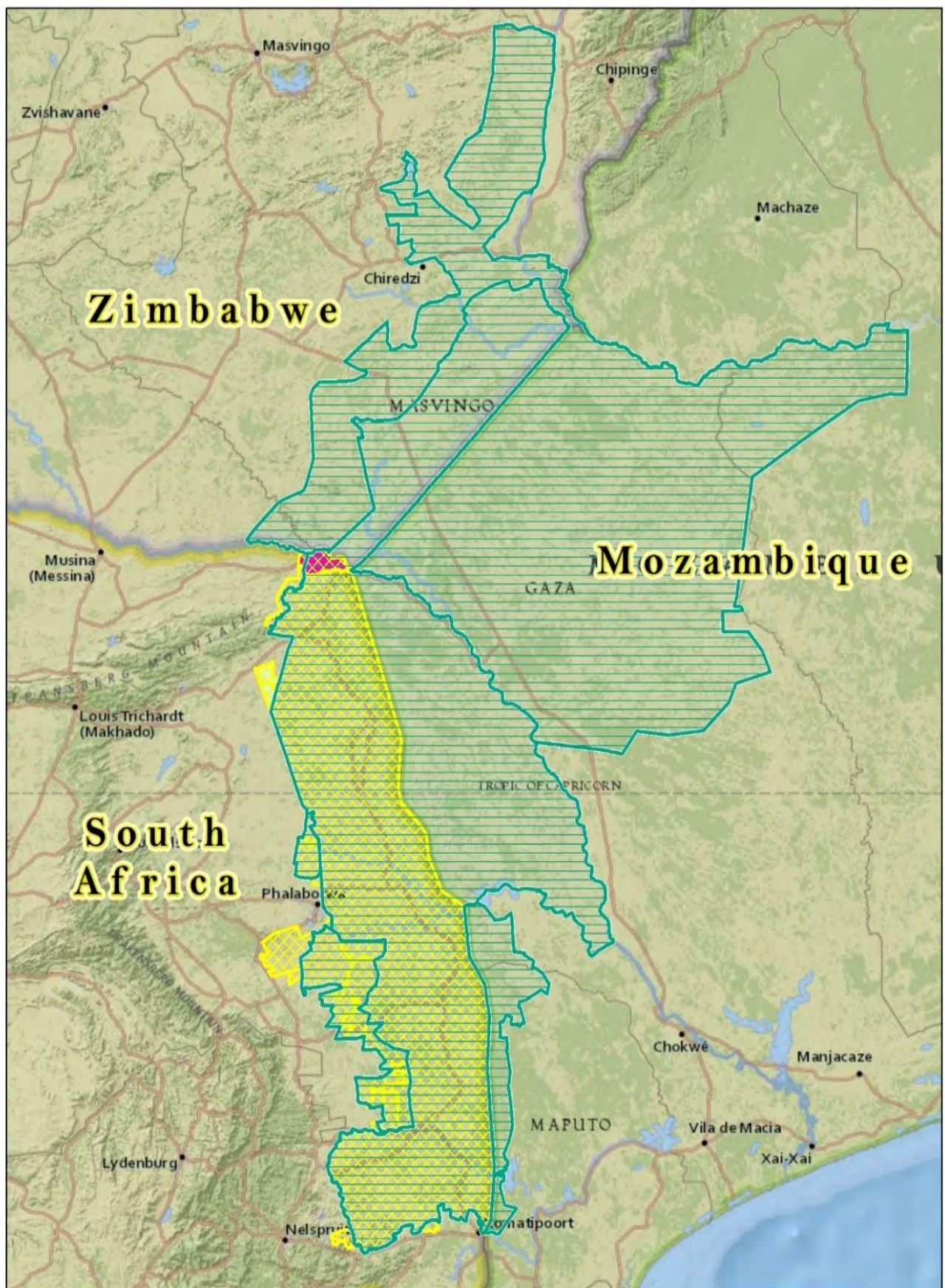
- 1926 - National Parks Act was promulgated and KNP was formally proclaimed.
- 1969 - Makuleke Community was removed from the land as part of a transaction whereby the land was excised from the area administered by the South African Development Trust established in terms of the Native Trust and Land Act. The biggest part of the land was subsequently incorporated into the Kruger National Park with the remainder being incorporated into the Madimbo Corridor (used primarily for purposes of defence of the northern border of the Republic) and the homeland of Venda (Judgement)
- 1998 – The Makuleke people lodged a claim in terms of the restitution of the Land Rights Act (Act 22 of 1998 as amended). The Makuleke community was one of the first communities in South Africa to win a land claim after the democratisation of the country in 1994. As part of the Settlement Agreement, the Makuleke community were given the rights to develop the area for the socio-economic benefit of the community, provided it was used for conservation. The area would be managed through a co-management arrangement with KNP.
- 2000/1 – The MCNP was permitted natural resource use (including hunting) rights, allowed within Contractual National Parks.
- 2005 - The community entered into concession agreements with three operators, including two eco-tourism operators and a training company.

Preceding proclamation hunter-gatherer communities of the Stone Age, including the San, left a rich heritage of rock paintings and other significant artefacts. The iron-age farmers, metalworkers and traders who followed were probably formidable hunters and utilised fire for various purposes. The era from the 12th century until around 1650 was characterised by active trade, first from Mapungubwe, along the Limpopo River to Mozambique and later from Thulamela situated in the Pafuri section of KNP, adjacent to MCNP.

The colonial and game preservation eras (1836 - 1925), followed by the establishment and early management-by-intervention eras are documented by several authors.

This section provides a record of the legal status of the park, descriptions of its context as well as relevant local, regional, national and international agreements.





Legend

- Makuleke Contractual National Park
- GLTFCA Cooperative Agreement Protected Areas
- Great Limpopo Transfrontier Conservation Area



Map 1: Regional Context: Great Limpopo Transfrontier Conservation Area



2.4 CONTRACTUAL AGREEMENTS

The Makuleke's are the landowners of the area called the Pafuri Triangle, stretching from the Limpopo River to the Luvuvhu River. In 1998 the Makuleke community was one of the first communities in South Africa to be awarded a land claim after the democratisation of the country in 1994. As part of the Settlement Agreement (Section 31), the Makuleke community was given the rights to develop the area for the socio-economic benefit of the community, provided it was used for conservation. SANParks is responsible for the conservation and area integrity management of the area. A 50-year agreement governs the incorporation of the Makuleke land into the park, to be reviewed after 20 years. The Settlement and Co-Management Agreement are governed through the Joint Management Board (JMB), representing the Communal Property Association (CPA) and SANParks, and operationalised through operational Joint Management Committees (JMCs).

The Makuleke CPA entered into contractual agreements with tourism / training concessionaires. The respective commercial/concession agreements stipulate the duration of the contract and other specific details between the CPA and the concessionaire.

2.5 SETTLEMENT AGREEMENT

The Makuleke Contractual Park is managed according to the Settlement Agreement (Annexure A) as well as the Management Plan for the area. It was agreed that the area would be managed through a co-management as a co-management arrangement. However, the agreement signed is a Settlement Agreement which stipulates clear roles and responsibilities, as seen below:

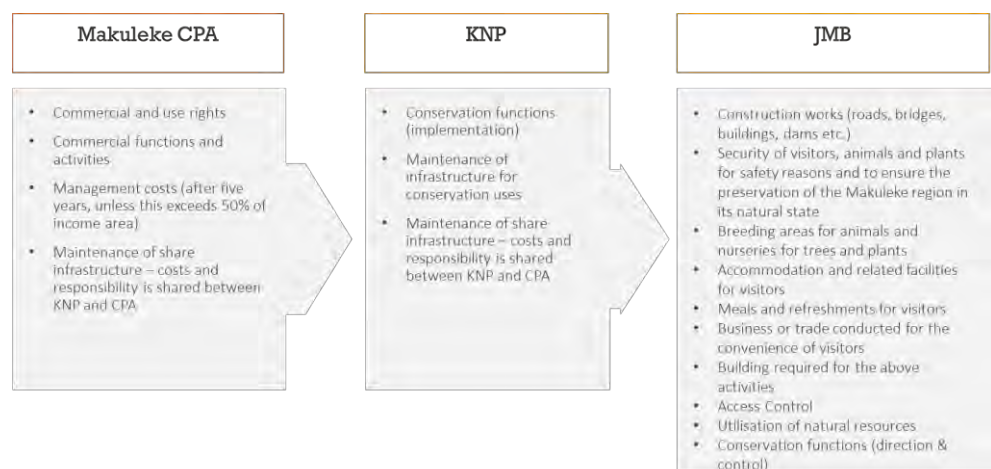


Figure 1: Roles and responsibilities as set-out in the MCNP Settlement Agreement

A co-management agreement, as defined in Section 42 of NEM: PAA, was not concluded over and above the Settlement Agreement, with the latter inferring though to such a co-management arrangement.

The Makuleke community established a Communal Property Association (CPA) to acquire, hold and manage the land. The Makuleke community agreed to become part of the park, as a Contractual National Park in terms of Section 2B(1)(b) of the National Parks Act, provided that in so doing, the community through the CPA, maintains active participation in the management of the land, its rights to determine what commercial activities may take place on the land and conduct appropriate commercial activities. The Makuleke Conservation Development Framework (2010) provides for resource use such as hunting, pending compliance with the legal framework and as guided by the necessary protocols.



A Joint Management Board (JMB) that consists of three members from both parties (SANParks and the CPA) governs the management of the Makuleke Contractual National Park. The Settlement Agreement provides for the sustainable use of specified natural resources, as governed by the legal framework and overarching protocols. The MCNP is in the process of exploring possibilities of further transboundary alignment with the Great Limpopo Transfrontier Conservation Area (GLTFCA) and its associated processes. This will seek to leverage cross-border tourism and socio-economic opportunities, whilst promoting broader landscape based and seamless conservation management operations.

2.6 TOTAL AREA

The MCNP is 22 733.636 ha in size.

2.7 HIGHEST POINT

The highest point in the MCNP is 406 m above mean sea level (AMSL).

2.8 MUNICIPALITIES WITHIN WHICH THE PARK FALLS

The MCNP is situated within and/or adjacent to the following district and local authority boundaries:

Table 1: Title Deed Information MCNP

Title deed	T135289/1999
Farm name	Makuleke 6
Portion No.	Portion 0
Extent (ha)	22,733.636
Owner	Makuleke community
GG	19927
Proclamation date	1999/04/16
Period	50 years from 16 April 1999 with an option to review after 25 years.

Vhembe District Municipality:

- Musina Local Municipality (in); and
- Thulamela Local Municipality (adjacent).

2.9 INTERNATIONAL, NATIONAL AND PROVINCIAL LISTINGS

The Great Limpopo Transfrontier Park (GLTP), which straddles the borders of Mozambique, South Africa and Zimbabwe, constitutes a conservation area of 37,572 km², and includes the MCNP, Kruger National Park both in South Africa, the Limpopo National Park (LNP) in Mozambique and Gonarezhou National Park in Zimbabwe. The MCNP forms the core of the Great Limpopo Transfrontier Conservation Area (GLTFCA) measuring almost 100,000 km². This larger conservation area will also include Banhine and Zinave National Parks in Mozambique as well as various privately, community and state-owned conservation areas in Mozambique, South Africa and Zimbabwe bordering the GLTP.

The MCNP is also part of the United Nations Educational, Scientific and Cultural Organisation (UNESCO) Vhembe Biosphere Reserve (BR). The Vhembe BR holds a unique and extraordinary biological and cultural diversity represented in the Soutpansberg and Blouberg Mountains and the Mapungubwe World Heritage Site.

In May 2007 the Makuleke Wetlands were recognised under the RAMSAR Convention. They are part of the Limpopo floodplains.



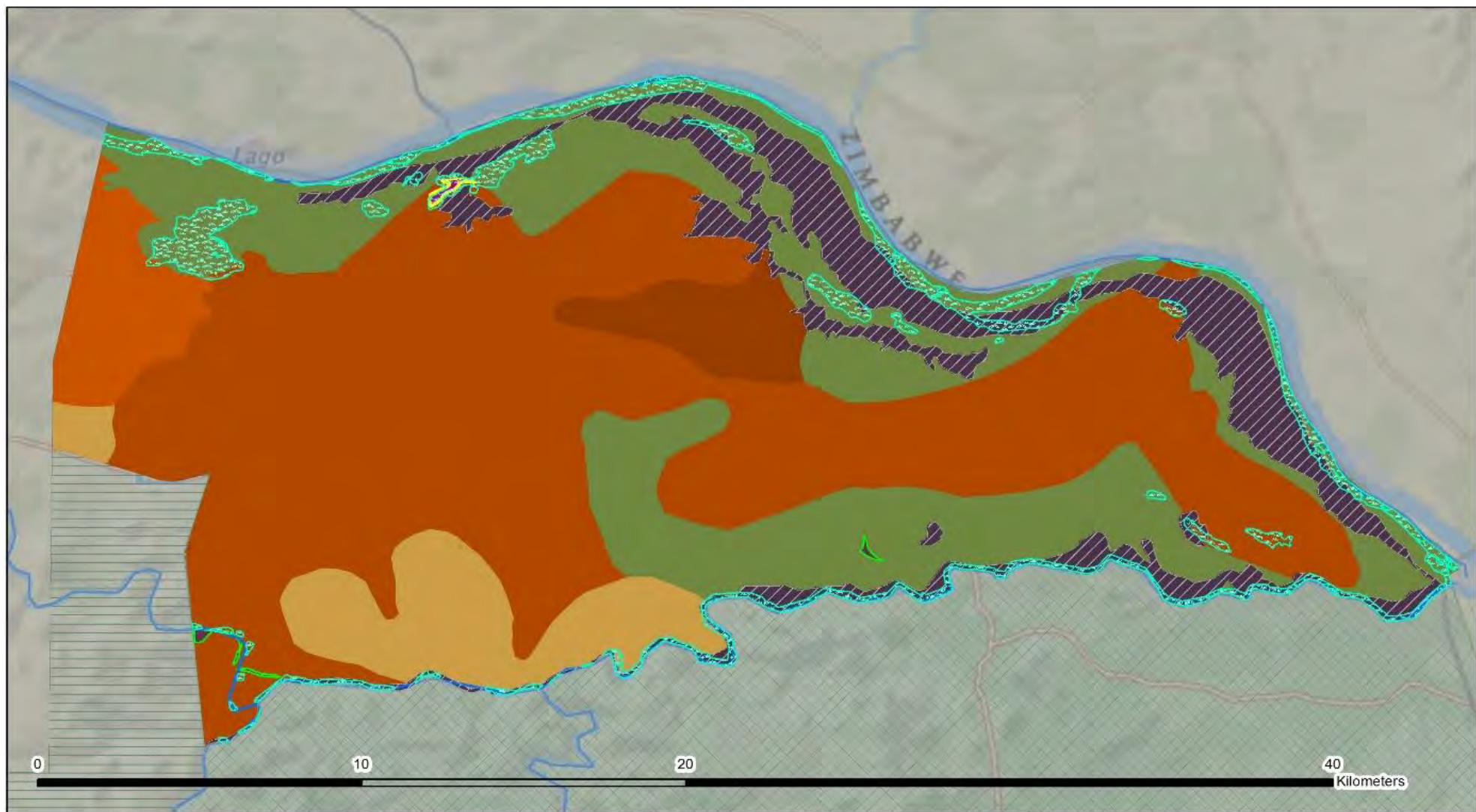
Table 2: Vegetation Types MCNP

Mucina & Rutherford vegetation types & Conservation Status	Geology & soils	Landscape	Dominant or interesting vegetation, endemic species & Portion of veg. type in MCNP
Mopane Basalt Shrubland (SVmp4) Least Threatened	Basalts of the Letaba Formation, soils deep with high clay content.	Plains and slightly undulating plains.	Medium to low shrubs dominated by 1-2 m <i>Colophospermum mopane</i> . 3,077%
Limpopo Ridge Bushveld (SVmp 2) Least Threatened	Steep basalt slopes and shallow calcareous soils, rich in lime concretions.	Irregular plains with ridges and hills	<i>Kirkia acuminata</i> on some ridges and <i>Adansonia digitata</i> on shallow calcareous gravel. Endemic species: <i>Cleome oxyphylla</i> var. <i>robusta</i> 47,668%
Makuleke Sandy Bushveld (SV11) Vulnerable	Sandstone of the Waterberg system with diabase sills and dykes intruded, Cave sandstone forms prominent hills (koppies); deep sands to shallow sandy lithosols.	Variable landscapes from low mountains, slightly to extremely irregular plains to hills (koppies).	Tree savanna on deep sand and moderate to dense ground cover; different on stony ground where <i>Kirkia acuminata</i> , <i>Croton gratissimus</i> , <i>Combretum apiculatum</i> and <i>Diplorhynchus condylocarpon</i> can be found. Endemic taxa: <i>Euphorbia rowlandii</i> ; <i>Ceratotheca Saxicola</i> . 7,246%
Subtropical Alluvial Vegetation (AZa7). Not stated.	Subtropical Alluvial Vegetation (AZa7).	Flat alluvial riverine terraces.	Macrophytic vegetation, marginal reedbeds, flooded grasslands, ephemeral herb-lands and riverine thickets. Endemic species: <i>Crotalaria mollii</i> . 26,4%
Lowveld Riverine Forest (FOa1) Critically Endangered	Recent alluvial deposits with deep, fine-textured soils.	Riverine vegetation subjected to flooding.	Tall forests fringing larger rivers and water pans, trees include <i>Vachellia robusta</i> subsp. <i>clavigera</i> , <i>Breonadia salicina</i> , <i>Diospyros mespiliformis</i> , <i>Faidherbia albida</i> , <i>Ficus sycomorus</i> , etc. 11,55%
Subtropical Salt Pans (AZi 11) Least Threatened	Pans occur on Cenozoic alluvium, sand and calcrete.	Shallow depressions often found on old alluvial terraces of rivers.	Dominated by reeds and sedges or low herblands in perennial pans and on old alluvial terraces. Endemic taxon: <i>Marsilea fenestrata</i> – aquatic herb. 0,066%
Ironwood Dry Forest (FOz 9) Not stated – well conserved.	Soutpansburg, Karoo and Malvernia sandstones with Soutpansburg quartz and ebombo rhyolites.	On moderate to steep slopes.	Dense forests / thickets dominated by Lebombo Ironwood (<i>Androstachys johsonii</i>), often forming a dense closed canopy, with <i>Croton pseudopulchellus</i> prevalent in the understorey. Endemic taxon: <i>Pavetta tshikondeni</i> 0,14%



Mucina & Rutherford vegetation types & Conservation Status	Geology & soils	Landscape	Dominant or interesting vegetation, endemic species & Portion of veg. type in MCNP
Musina Mopane Bushveld (SVmp 1) Least Threatened	Complex Beitbridge gneisses and metasediments, covered by Karoo sandstones and basalts, forming deep dark clay and sandy soils on the shallow structures.	Undulating to very irregular plains, with some hills.	Western section open woodland – moderately closed shrubveld dominated by <i>Colophospermum mopane</i> on clayey bottomlands and <i>Combretum apiculatum</i> on hills. In the east closed – open shrubveld dominated by <i>Colophospermum mopane</i> and <i>Terminalia prunoides</i> . 3,853%





Legend

Ecosystem Types

- Musina Mopane Bushveld
- Limpopo Ridge Bushveld
- Mopane Basalt Shrubland
- Makuleke Sandy Bushveld
- Ironwood Dry Forest
- Lowveld Riverine Forest
- Subtropical Alluvial Vegetation
- Subtropical Salt Pans

National Freshwater Ecosystem Priority Wetlands

- Threatened Ecosystems



Map 2: Vegetation and wetlands map



2.10 BIOPHYSICAL DESCRIPTION

2.10.1 Climate

2.10.1.1 Historic

The park's climate ranges from tropical to subtropical with high mean summer temperatures and mild, frost-free winters. Rainfall, delivered mostly through convective thunderstorms, is concentrated between October and April, primarily between December and February. The rainfall ranges between 310 and 400mm p.a., although strong inter-annual and roughly decadal cyclic variations exist, with droughts considered endemic. The mean annual temperature for MCNP is ca. 22°C, with a range between 9°C and 45°C. The mean monthly maximum and minimum temperatures for Punda Maria, south of the MCNP are 39,7 °C and 8.5°C for December and July respectively (Mucina & Rutherford, 2006). The dominant winds are from the southeast and northwest directions with the average wind speeds around 2.5 m/second. The mean humidity at midday in summer ranges from 50 to 53 % and in winter from 37 to 42 % (du Toit, Rogers & Biggs 2003).

2.10.1.2 Future

Recent measurement suggests that temperatures are increasing in the KNP. While an increase of 1 – 2 °C may seem small, it can have a dramatic effect on the number of extremes (hot days) experienced. For example, during the summers of 2014 - 2016, half the days reached or exceeded 35 °C, compared to just one quarter of summer days in the past (1960s). Further increases of between 1.3 °C (best case), 2 °C (intermediate) and 2.5 °C (worst case) are predicted by 2050 (Kings, 2016; and SANParks, 2018).

MCNP relies on Pafuri Section data. However, KNP records provide some indication of what the trends are in the MCNP as well. In KNP, no changes in total rainfall were detected in the 90-year historical rainfall record for Skukuza. Future predictions for the Kruger area range from an increase of roughly 26 % to a decrease of roughly 38 % under the driest scenario for 2050 (SANParks, 2018). Intermediate scenarios of change predict a minor decrease in rainfall. Although it is not yet clear which of the future scenarios is the most likely, most models favour the wetter scenarios in the east of South Africa. These predictions do not however include how predictable rainfall is likely to be. Generic climate change predictions forecast more erratic rainfall (high in some years, low in others, or more infrequent but heavier rainfall downpours instead of lighter steadier rain events which will lead to an increase in floods, such as was experienced in 2012 and 2013, and droughts as experienced in 2015 and 2016). Unpredictable rainfall could have negative biodiversity consequences in the future, even if average (across years) rainfall increases or does not change.

Kings (2016) reports that in 2001, when the first comprehensive research on climate impacts for the KNP was done by SANBI, temperatures were calculated to rise by an average of 3°C by mid-century. That would make the northern half of South Africa drier, while the south would get wetter but would receive most of this rain in short and violent spells. It is believed that plants and animals would be unable to move ahead of the change, the agency warned, predicting it would kill off 59% of mammals, 40% of birds, 70% of butterflies, 80% of other invertebrates, and 45% of reptiles (Kings, 2016).





While the predicted future scenarios all still reflect conditions typical of savanna systems in general, substantially different conditions prevail in wet and arid savannas and lower rainfall conditions may more closely resemble arid savanna. The effect of carbon ‘fertilization’ will also play a role. Atmospheric carbon dioxide (CO₂) has increased by approximately 40 % globally since pre-industrial times. Higher levels of CO₂ favour the growth of woody plants (shrubs and trees), and give them a competitive advantage over grassy plants, which can result in increased woody cover and bush encroachment. This bush thickening is already observed over large parts of the KNP with negative effects on species that prefer more open areas

2.10.2 Topography

The MCNP is part of the eastern Lowveld, the low-lying area below the foot slopes of the Drakensberg Great Escarpment and the Lebombo hills in the east. The park is positioned between the Limpopo River in the north, Mutale to the west and Luvuvhu River to the south, providing the northern and southern boundaries respectively. North of the Luvuvhu River there is a plateau of high lying ground with an elevation of 406 meters above sea level. The Limpopo River has an elevation of 205 masl.

2.10.3 Geology and soils

The present-day geological landscape of Southern Africa resulted from an intricate combination of upliftment, deformations and planation processes which were initiated due to the creation of the African continent during the Cretaceous period when Gondwanaland separated (SANParks, 2018). The geomorphology of the eastern parts of South Africa, particularly the Lowveld region and KNP has been directly influenced by the broader geological processes which took place in southern Africa. As such, the current landscape morphology is largely influenced by geological structures and the differences in resistance to weathering by different rock types and formations (SANParks, 2018).

The MCNP is dominated by basalts of the Letaba formation and sandstones of the Waterberg system. Along the rivers there are recent alluvial deposits with deep, fine-textured soils.

There is an assortment of geological material in the park which is evident from the Lebombo Mountains on the eastern boundary with Mozambique, and the sandstone hills northeast of Punda Maria (SANParks, 2018).

The topography in the park is also influenced by differences in the underlying geology’s resistance to weathering and the intensity of dissection in locations that border the major rivers in the park (SANParks, 2018). Within the park, the Lebombo Mountains peaks at a maximum height of 497 masl. The remainder of the park is a gently undulating landscape between 200 m and 400 masl with a gentle gradient to the east (SANParks, 2018). The Nwamibiya Sandveld is a flat landscape situated just south of Pafuri consisting of old coastal deposits, including cobble stone layers and flattened sand dunes of the Cenozoic (SANParks, 2018).

There is strong correlation between geology and soils of the park (SANParks, 2018). Soil profiles generally become shallower as rainfall decreases towards the north. Alluvial soils occur along most of the drainage lines in the park, the extent of which increases as the size of drainage lines increase. Older river terraces and gravels also occur along the major rivers. The most extensive alluvial deposits are found along the Limpopo and Luvuvhu Rivers in the north of the park (SANParks, 2018).





2.10.4 Freshwater ecosystem

2.10.4.1 Rivers

The MCNP lies between the Luvuvhu and Limpopo Rivers, part of the Limpopo system, which is shared by South Africa, Mozambique, Zimbabwe and Botswana. To the west there is the Mutale River. MCNP falls are within the Limpopo transboundary catchment basin.

At the broadest scale surface water is available throughout the year in the Luvuvhu and it drains its seasonal and ephemeral streams, the exception being during extreme droughts.

South Africa has adopted a 20 % conservation target for freshwater ecosystems and Freshwater Ecosystem Priority Areas (FEPAs) have been identified to satisfy this national target (SANParks, 2018).

2.10.4.2 Wetlands

The Makuleke Wetlands is a RAMSAR site, on community owned land, declared in May 2007. These wetlands feature a series of 31 floodplain pans encompassing 7,757 ha (RAMSAR, 2021) that straddle the Limpopo River within the Makuleke Contractual Park portion of the park as well as the Luvuvhu River floodplain of the Limpopo and Luvuvhu Rivers. The Makuleke Wetlands comprises several landscape features that include riverine forest, riparian floodplain forest, floodplain grassland, river channels and pans, which supports a high diversity of species, some of which have their centres of distribution in the area. They are of great significance in this quite arid landscape, because they retain water well into the dry season, thus providing refuge for wildlife and waterbirds for much of the year (RAMSAR, 2021).

2.12.4.3 Groundwater

The aquifer systems in the park consists of deep fractured aquifers composed mainly of crystalline material (igneous and metamorphic rocks) characterised by an intact and relatively unweathered matrix with a complex arrangement of interconnected fracture systems. Alluvial aquifers where alluvial material overlies or replaces the weathered rock create distinct intergranular aquifer types that can be found along major river systems (Fischer et al., 2008). The regional groundwater is typically recharged by 1 % of the mean annual precipitation and the perennial rivers of the park are strongly base flow dependent on the regional aquifer (Petersen, 2012). The groundwater chemistry is characterised by different hydro-chemical regions which are strongly associated with the underlying geology (Leyland & Witthüser, 2007).

2.10.5 Flora

The MCNP is, broadly speaking, dominated by mopane *Colophospermum mopane* with more fertile open grasslands on the eastern basaltic half, and more undulating landscapes with woodlands including bushwillow trees *Combretum* spp. in the north-western quadrant. Despite a dominance of mopane, some very interesting vegetation can be found in the north. Lowveld Riverine Forest occurs along the major rivers in the north of the park with large specimens of fig trees, *Ficus* spp., fever trees *Acacia xanthophloea*, Ana trees *Faidherbia albida* and Nyala trees *Xanthocercis zambesiaca* forming part of this endangered vegetation type. Moving away from this riverine vegetation in the north, a more arid area is found with the spectacular baobabs *Adansonia digitata* and common star-chestnuts *Sterculia rogersii* being just a few of the impressive species to be seen. Punda Maria is also a wonderfully rich botanical area and it is home to one of the





endangered species in the park, the pepper bark *Warburgia salutaris*, so sought after for its medicinal qualities.

The most recent classification of vegetation was done by Mucina and Rutherford (2006) during their revision of vegetation nationwide. The 5 vegetation types that fall within the park are summed up regarding geology and soils, landscape features and vegetation in Table 2.

2.10.6 Fauna

The fauna within MCNP is diverse with several species not being found elsewhere in the KNP.

Amphibians

All the amphibian species occurring in the park have a conservation status of “Least Concern”. Twenty-eight of these species are tropical, while the more temperate region species occurring are common. The shovel-footed squeaker *Arthroleptis stenodactylus* is a widespread species north of South Africa, but in South Africa it has only been found in the Pafuri and Punda Maria areas of the park and along the coastal plain of northern KwaZulu Natal (Minter *et al.*, 2004). This species prefers abundant leaf litter and sandy soils where the eggs are laid. During the dry season they shelter in hollow trees, moss, rotten wood and the base of trees (Loveridge, 1953).

As most frogs are very susceptible to environmental changes they are often regarded as good indicators of the health of the system in which they occur.

Birds

MCNP has a particularly diverse bird life. The rivers and associated riverine forests, floodplains, pans, dams and vleis in the park are important for many water-dependent and associated species, such as Pel's fishing owl *Scotopelia peli*, white-backed night heron *Gorsachius leuconotus*, African finfoot *Podica senegalensis*, black stork *Ciconia nigra* and saddle-billed Stork *Ephippiorhynchus senegalensis* (Birdlife South Africa, 2015), all of which are categorized as Vulnerable or Endangered on the Eskom Red Data List (Taylor *et al.*, 2015).

The park is also a national and regional stronghold for vulture populations (Kemp, 1980), particularly the three large tree-nesting species viz. white-backed vulture *Gyps africanus*, white-headed vulture *Aegypius occipitalis* and hooded vulture *Necrosyrtes monac*, all of which have recently been categorised as Critically Endangered on the Eskom Red Data List and Endangered on the National Environment Biodiversity Management Act (NEM: BA) (Taylor *et al.*, 2015; NEM: BA, 2015).

Because of the size of the park, the generally unfavourable conservation status of large birds of prey in Africa, and the fact that these species are often more common in protected areas, result in the park being an internationally significant protected area for these species. Furthermore, several threats facing the park such as river system deterioration, loss of riparian vegetation, bush thickening and encroachment and loss of large trees can have drastic effects on bird populations. The increased poisoning of vultures is a major concern, posing risks to the vulture populations. This means that efficient and relevant long-term monitoring of bird populations both inside and outside the park is essential for the conservation of the park's avifaunal population.





Fish

The river systems and pans of the park support a high diversity of fish species. These include tigerfish *Hydrocynus vittatus*, bowstripe barb *Barbus viviparus*, and Lowveld suckermouth *Chiloglanis swierstrai*, to name but a few. Some species are likely to occur exclusively in the park, e.g., rainbow killifish *Notobranchius rachovii*, and spotted killifish *Notobranchius orthonotus* occurring in vleis and pans. Upstream dams have impacted on and pose a major threat to the normal migration routes of fish species.

Invertebrates

KNP has identified more than 1,600 invertebrate species. MCNP has a wide variety of invertebrates ranging from butterflies and dragon flies to snails and crustaceans. Refer to KNP data for MCNP species lists.

Mammals

Although the MCNP is tiny compared to the KNP, it still has a diversity of landscapes, which provide many different habitats and resources across a large scale for a variety of mammal species. Several mammal species live in these habitats and use the variety of resources. The mammal community is relatively intact with a wide range of antelopes (e.g. common duiker *Sylvicapra grimmia*, eland *Tragelaphus oryx*, impala *Aepyceros melampus*, kudu *Tragelaphus strepsiceros*, sable antelope *Hippotragus niger*, and steenbok *Raphicerus campestris*), mega-herbivores (e.g. African elephant *Loxodonta africana*, buffalo *Syncerus caffer*, hippopotamus *Hippopotamus amphibious*, and giraffe *Giraffa camelopardalis*) and large carnivores (cheetah *Acinonyx jubatus*, leopard *Panthera pardus*, spotted hyaena *Crocuta crocuta* and wild dog *Lycoan pictus*) present.

Refer to KNP data regarding the conservation status of some mammals. The primary threats for large and mega-herbivores, as well as large carnivores currently, are poaching for valuable wildlife products and disease to some extent. Introduced or emerging diseases can threaten rare species with localised extirpation. Other aspects which could also influence the suite of mammal species, include irresponsible tourism developments, inappropriate tourist densities in focal areas, inappropriate fire and water management and potential consequences of climate change (Endangered Wildlife Trust, 2017). Although the poaching of white and black rhinoceroses features prominently in the public domain, the legacy of social injustice remains as the primary challenge to address to ensure the intactness of the park's mammal assemblages in future.

Reptiles

The diversity of habitats and associated small mammal, bird and amphibians species result in a high richness of reptile species in the park. A range of geological features and variety of habitat structures provide ample places where reptiles can thrive. These features result in snake, lizard, skink, gecko, tortoise, terrapin, agama and a chameleon species as well as the Nile crocodile *Crocodylus niloticus* (Pienaar et al., 1983; Jacobsen, 1989).

Large venomous snakes such as the black mamba *Dendroaspis polylepis*, Mozambique spitting cobra *Naja mossambica* and puff adder *Bitis arietans* are part of the guild of snakes that have venom deadly to humans. Several constrictor type snake species also abound with the African rock python *Python sebae* being the largest. The water monitor *Varanus salvator* is the largest of the lizards living in the park.





For nearly all the species abundance and trends are not known, with the exception of the Nile crocodile. Crocodile abundance has varied over time with major die-offs of crocodiles during 2008 and 2009 in the Letaba and Olifants Rivers. This most likely resulting from multiple pollution sources acting synergistically to affect crocodile habitat and diets.

2.11 ARCHAEOLOGY AND CULTURAL HERITAGE

The MCNP has a very rich suit of cultural heritage assets, including paleontological (sites with dinosaur fossils) and numerous archaeological sites covering the Stone Ages, as well as the Iron Ages.

The MCNP is also home to many historic sites covering more recent periods before and after the establishment of the park. Of particular importance in the MCNP is the history and heritage linked to the Makuleke people. They were removed in 1935 from the area, allowed back in 1937 and then, in 1969 permanently removed with the area becoming part of KNP in 1972. The 1998 settlement agreement in which the Makuleke people were handed back the land through the land claims processes was a benchmark across South Africa, with the Makuleke being one of the very first communities that were given back land that was part of a National Park. The Makuleke people have a rich history in the landscape with several historical sites linked to the community around the area where the airstrip is today. Some of the historical sites there includes Deku (a big baobab tree that was the communal gathering place); Makuleke Primary School; the John Fernandez Pafuri shop and Shikinyakinya. The broader area formed part of ancient trade routes that connected populations such as those of the Mapungubwe Kingdom to Indian Ocean traders traversed the park. Many 18th and 19th Century traders traded within and across the park.

Some known sites close to Pafuri include monuments indicating Voortrekker routes between Elim and Levubu and at Punda Maria (Van Tonder 1974) and ruins and graves of travellers in the north of the Kruger National Park. These are inter alia: ruins of the shop of Alex Thompson at Makuleke; ruins of the shop of John Fernandez; Crooks Corner; Prospectors graves in the Pafuri area and ruins of W Borchers' shop in Pafuri.

Another notable site is Thulamela, although outside of the MCNP, it is iconic for the northern region of the KNP and the Makahanas as decedents of the kingdom. San rock art sites are widespread throughout the MCNP. The various sites contain, among other things, evidence of stone tool technology, early iron smelting technology and evidence of the spiritual practices of the early human inhabitants of the park.

2.12 SOCIO-ECONOMIC CONTEXT

The landscape near MCNP is rural with former homelands, meaning that the land is mostly occupied by rural villages with limited economic opportunities, large subsistence agricultural areas and high unemployment rates. The historic imbalances in South African society resulted in the majority of people living without land and housing, access to potable water and sanitation for all, affordable and sustainable energy sources, illiteracy, poor quality of education and training and poor and inaccessible health services.

Limpopo's population increased to 5.77 million in 2017, whilst the share of the national total remained constant at 10.2 % (Stats SA, 2017a). According to Statistics South Africa's Quarterly Labour Force Statistics (Stats SA 2017b), the unemployment rate in Limpopo was 38.2 % at the beginning of 2017. Limpopo,





recorded the fourth highest unemployment rate amongst the nine Provinces. In July 2017, the number of grant payments in Limpopo stood at 2,448,580 or 14.1 % of the total number of grant payments. Limpopo registered the fourth highest number of social grant pay-outs in the country (SASSA, 2017).

The following provides the population profile for the Makuleke community villages, not directly bordering the MCNP.

Population	Male	Female	Total
Mabaligwe	1025	1357	2382
Makuleke	1910	2593	4503
Makahlule	824	1041	1865
Total	3759	4991	8750

Given the high levels of unemployment and poverty in many of the communities located along the park boundary, the park is one of the most important sources of local economic injection. The increasing visitor numbers are therefore felt beyond the boundaries of the park. Most of the employees from the park originate from the surrounding communities, and a large component of the Human Resource expenditure is channelled to these areas and households through the payment of salaries. The numerous hotels, lodges, guesthouses and Bed & Breakfasts in the Lowveld area are indicative of the attraction force of the park for tourists to the Lowveld.

By partnering with neighbouring district and local municipalities, various external donors and neighbouring local communities, the park has made satisfactory progress towards enabling previously disadvantaged individuals and small micro-medium enterprises (SMMEs) better access to park-related opportunities. These opportunities include biodiversity conservation projects (e.g. alien eradication through the Biodiversity Social Projects: Working for Water programme); selling arts and crafts to the concessions programme; outsourcing catering and transport services to neighbouring communities of the park; the provisioning of local products and fresh produce to the park and concessions; and business development opportunities within the park and at the gate activity hub developments.

2.13 STRATEGIC AND COLLABORATIVE PARTNERSHIPS

The MCNP acknowledges and strives to foster co-operative multi-institutional and sectoral approaches that engender co-operation and collaboration with a range of partners in areas of common interest that include conservation and environmental management, socio-economic beneficiation, safety and security, transboundary access, pursuing collective funding opportunities. This ongoing process will also address risks associated with a variety of partners being part of a landscape-level conservation initiative and will seek to capitalise on opportunities that exist within the collective that include joint buying-power, lobbying for reasonable legislative and policy changes as part of a collective, joint destination marketing and collective socio-economic beneficiation.

As per the Settlement Agreement (Section 31) the Makuleke CPA may conduct commercial activities. They have developed strategic partnerships and entered into commercial agreements with the concessionaires, who are responsible for helping to develop the tourism infrastructure and build nature guiding capacity in the MCNP.



The institutional collaboration will be guided through the broader Greater Kruger integrated development approach and associated institutional arrangements, with a focus on issues of compatible land use development adjacent to the conservation network (promoting a range of stewardship and compatible agricultural practices), value-added chains, youth programmes, education and awareness, safety and security within communities and wildlife, policy processes, leveraging responsible and sustainable funding and business opportunities etc. Implementation will be done in geographical clusters / nodes, formalising cross-sectoral partnerships that share a joint vision, interest and mandate within these clusters, further facilitating that resources are directed towards collective outcomes. Such partnering will be (but not limited to) with the biosphere, private, state and community conservation areas and entities, NGOs, bioregional programmes (e.g. Global Environmental Facility Protected Area Programme, GEF 6, WWF Khetha), sectors within the Rural Development plans, Corporates etc.

This collaboration will be guided by the Constitution, legal framework, National Development Plan (NDP), Provincial Growth Development Strategy (PGDS), Great Limpopo Transfrontier Park Treaty (GLTP Treaty), bioregional plans, Rural Development Plans and municipal Integrated Development Plans (IDPs).

2.14 TOURISM

Although tourism became a feature in the KNP as early as 1923 when the “Round-in-Nine” tour ran through the park on the Selati Railway Line, the far northern area lacked tourism infrastructure. Prior to the restoring the land to the Makuleke people, there was only the Pafuri entrance gate to the northern region. Once the settlement agreement was concluded it was necessary for tourism investment in the MCNP. This would happen with the assistance of the concessionaires.

Tourism became a feature in the KNP as early as 1923 when the “Round-in-Nine” tour ran through the park on the Selati Railway Line. It was only after the park was proclaimed on 31 May 1926, that the first (three) tourist cars entered with 27 guests in 1927.

After the successful land claim process was concluded the Makuleke people went into partnership with concessionaires. There are currently three concessionaires, namely The Outpost and Return Africa, both of which offer luxury accommodation and various guided activities. The third concessionaire is Eco-Training, which specialises in training field guides and trail related activities.

The Infrastructure Section lists the tourism assets that have subsequently been developed in the MCNP through the partnerships with the concessionaires. In addition to the core business activities (accommodation, game viewing, guided walks and training) of these current concessions, other special events have been held, such as cycle tours. The review of the Business Case, at the same time as the 2021 MCNP Management Plan revision, also looks at opportunities to maximise tourism opportunities within the landscape, without compromising the natural assets, visitor experience and vital attributes of the MCNP, on which the tourism products are ‘built’. Section 6, which unpacks the zonation, clearly defines the type of tourism activities permitted in the zones that make up the MCNP.



SECTION 3: POLICY FRAMEWORK POLICY

SANParks, and the Contractual National Parks, like all protected area management authorities, are subject to the Constitution of the Republic of South Africa, international agreements and treaties, legislation, national policies and government priorities. The Protected Areas Act (Act 57 of 2003) states the following: The purposes of the declaration of areas as protected areas are (a) to protect ecologically viable areas representative of South Africa's biological diversity and its natural landscapes and seascapes in a system of protected areas; (b) to preserve the ecological integrity of those areas; (c) to conserve biodiversity in those areas; (d) to protect areas representative of all ecosystems, habitats and species naturally occurring in South Africa; (e) to protect South Africa's threatened or rare species; (f) to protect an area which is vulnerable or ecologically sensitive; (g) to assist in ensuring the sustained supply of environmental goods and services; (h) to provide for the sustainable use of natural and biological resources; (i) to create or augment destinations for nature-based tourism; (j) to manage the interrelationship between natural environmental biodiversity, human settlement and economic development; (k) generally, to contribute to human, social, cultural, spiritual and economic development; or (l) to rehabilitate and restore degraded ecosystems and promote the recovery of endangered and vulnerable species.

Section 41 of the NEM: PAA requires that management plans be nested within the context of a coordinated policy framework (CPF). The CPF can be downloaded from the SANParks website using the following link http://www.sanparks.org/conservation/park_man/.

The CPF provides the organisational guidance required by the DFFE guideline for management plans (Cowan & Mpongoma, 2010). This document will summarise the institutional, ecological, economic and social environment for park management and includes:

- An introduction to the management plan requirements of the NEM: PAA, what it means for stakeholders, and the corporate provisions SANParks has made to comply with NEM: PAA;
- SANParks as an organisation: including its organisational structure, vision, mission, biodiversity values and performance management system (by means of the balanced scorecard), and its approach to strategic adaptive management; and
- Policies and guiding principles:
 - Finances and commercialisation;
 - Responsible Tourism;
 - Zoning system in parks;
 - Stakeholder relationships;
 - Management to maintain biodiversity and ecosystem processes;
 - Risk management;
 - Safety and security;
 - Cultural heritage resources;
 - Resource use; and
 - Research.

This section sets out the framework of legislation, national policies, structures, policies, guidelines, practices regarding management



SANParks policies (and therefore contractual national parks too) are guided by their vision and mission statements. As a public entity, SANParks is committed to act in pursuit of transformation of South Africa's society in support of entrenching South Africa's democracy. As such, this policy framework is available to stakeholders.

The relationship between the park-specific adaptive management planning cycles and the SANParks CPF is outlined in Figure 1, where the planning cycle for management plans in SANParks is 10 years. The programmes and costing could be revised at shorter time intervals, as required.

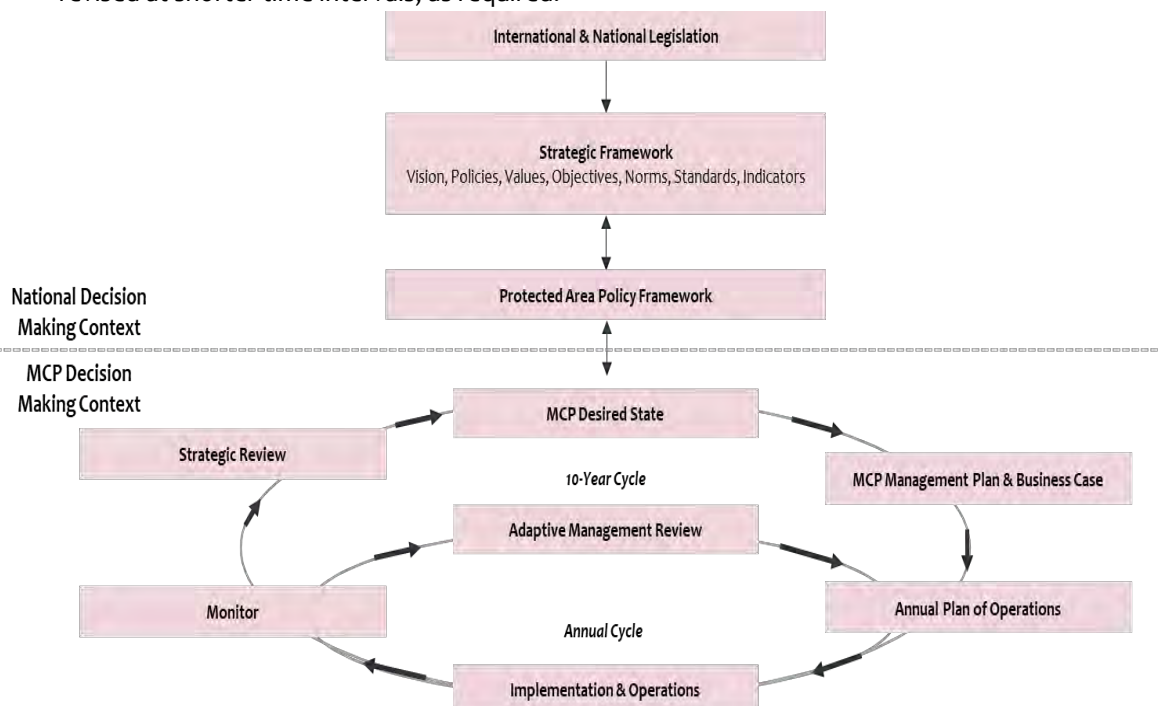


Figure 2: SANParks Protected Area Planning Framework

3.1 STRATEGIC ADAPTIVE MANAGEMENT

Protected areas are increasingly viewed as complex socio-ecological and -economic systems. Such systems acknowledge multiple interactions that take place between people and natural landscapes – even fenced-off protected areas are influenced by external socio-economic issues. These systems are regarded as complex because the results of interactions between the socio-economic and ecological components, as well as between components within each of these sub-systems, are often unpredictable. A further complication in the management of protected areas is that the suite of stakeholders may have widely varying or even conflicting expectations, based on different worldviews and values. Under these conditions of divergent stakeholder interests and limited predictability, it might be impossible to agree on an optimal solution and similarly it may be unrealistic to expect certainty in terms of management outcomes. Strategic Adaptive Management (SAM) has emerged as the SANParks approach of choice to deal with the complexity and multi-stakeholder tensions that characterise park management decisions (Figure 2). SAM is designed to be strategic (facilitate action with foresight and purpose), adaptive (facilitate learning whilst we are doing) and participatory (facilitate engagement and co-learning with stakeholders) (SANParks, 2018).

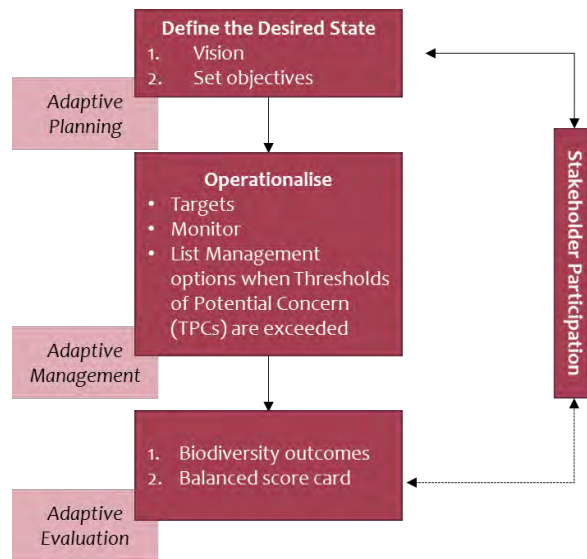


Figure 3: Strategic Adaptive Management (SAM)

SAM begins with determining the desired future state of a particular socio-ecological system (Figure 3). The aim of this step is to build a sense of common purpose among all relevant stakeholders and to develop a collective roadmap for moving from a current reality to a more desirable socio-ecological system. This desired state or vision needs to be described within the context of associated stakeholders and their respective values, as well as social, technological, environmental, economic and political (V-STEEP) influences. Description of the future state is further enriched by deliberating the distinctive and special features (called vital attributes) of the park.

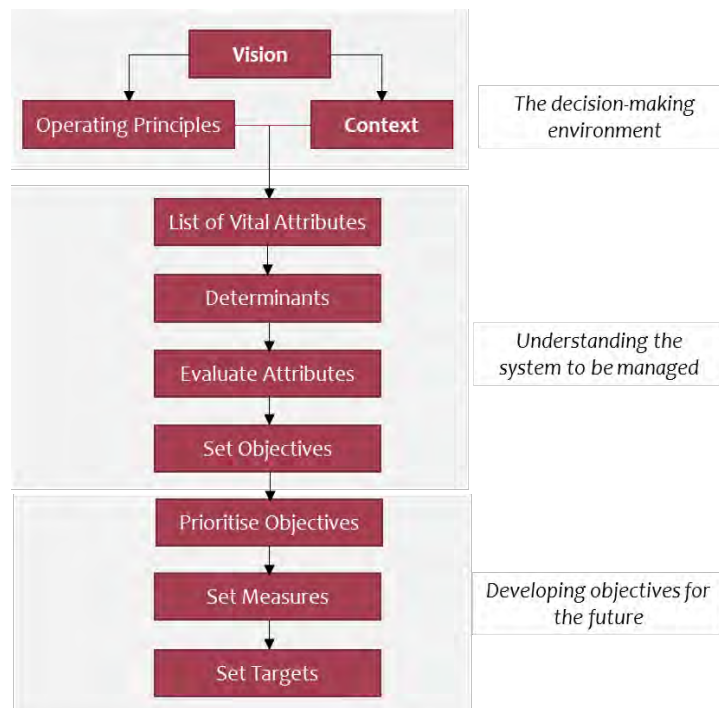


Figure 4: The adaptive planning process as used by SANParks

The mission, together with the vital attributes of the system to be managed, informs the setting of objectives. A nested hierarchy of objectives starts with high-level objectives that are deconstructed into a series of lower-level objectives and, ultimately, management options for achieving those objectives. Alternative management options are considered by looking at resources, constraints, potential threats and risks



associated with a particular management option, while anticipating likely results. From these options, the most appropriate is selected, followed by a planning stage and implementation.

A critical component of SAM is to monitor and evaluate the consequences of management decisions. Constant scrutiny of emerging results and evaluation against objectives are essential to allow strategy and methodology to be adjusted as new understanding and knowledge emerges. Of critical importance is the participation and engagement of all relevant stakeholders. One central construct of SAM within SANParks over the last 18 years has been that of thresholds of potential concern (TPCs) (Biggs & Rogers, 2003). The challenge with TPCs has been that even if a state change is predicted, the approach does not always link the TPC to the hypothesised mechanisms of change explicitly (Ferreira *et al.*, 2011), and does not always consider the complex social and economic drivers affecting the ecological parameters and are often merely social preferences rather than ecological thresholds. TPCs are therefore now used in more predictable fields, such as alien biota, river biotic responses and fire management and are coupled with a mechanisms approach in other instances.

3.2 PARK-SPECIFIC FRAMEWORK

The MCNP's summarised organogram (Figure 4) sets out the reporting structure in the park.

3.3 PARK REGULATIONS AND INTERNAL RULES

In addition to the regulations for the proper administration of special nature reserves, national parks and world heritage sites, as gazetted on 28 October 2005 in GG 28181, KNP, and therefore MCNP, have also drafted applicable internal rules in terms of Section 52 of the NEM: PAA, (Annexure D).

3.4 SUPPORT TO THE MCNP

The KNP Pafuri Section Ranger is responsible for the biodiversity conservation and security in the MCNP. The MCNP Co-ordinator facilitates all other aspects in conjunction with KNP and is responsible for liaison with the JMC and the JMB. The position of the MCNP Co-ordinator is funded by both the CPA and SANParks. Park management is primarily supported by head office, providing human resource, financial, supply chain management, tourism and marketing, review and auditing services. The park also receives support from functions such as park planning and development, veterinary wildlife service, scientific services etc.

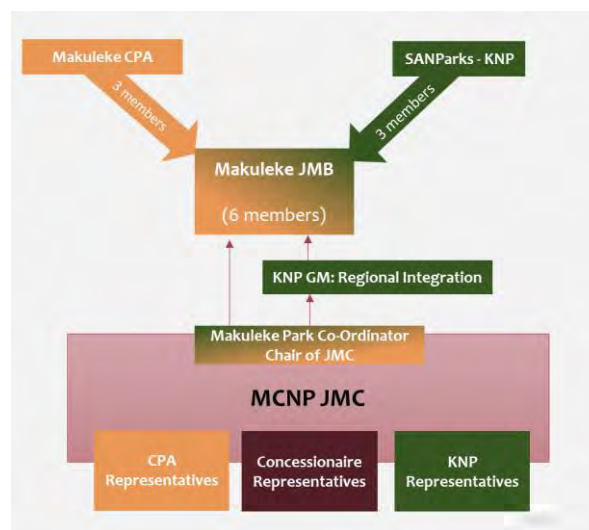


Figure 5: Makuleke Contractual National Park Organogram



SECTION 4: CONSULTATION

The MCNP needs to be part of and interrelate with the broader landscape and socio-economic context within which it is situated. The goal of the park within the public participation process is to work directly with stakeholders to ensure that the stakeholder concerns and aspirations are consistently understood and considered (Spies & Symonds, 2011). Therefore, stakeholders both interested and affected, were included in the development of the MCNP Management Plan and Business Review by notifying them of participation processes through mechanisms suitable for the different stakeholder groups. These processes provided the opportunity for input from all stakeholders within reasonable timeframes, with the emphasis on sharing of information and joint learning. Processes also aim to recognise all knowledge, indigenous, ordinary and expert, as well as the diversity of values and opinions that exist between stakeholders. The commitment to the incorporation of public opinion into this plan is rooted in the park's management activities and is therefore geared towards promoting conservation values (and society's connection with those values, as also outlined in the NEM: PAA) and promoting this goal in part, by engaging the broader context in which the park is situated. The adaptive planning process that was followed was designed to (i) help stakeholders express opinions and values in a structured way, (ii) to use the opinions and expressed values to formulate a vision for the park, (iii) to translate the vision into management objectives that reflect the values as expressed by stakeholders and (iv) comment on the draft park management plan.

The objectives of the stakeholder participation process are to:

- Create a channel for the accurate and timely dissemination of information to interested and affected stakeholders;
- Create the opportunity for communication between MCNP and its partners;
- Collectively decide and build on opportunities;
- Provide the opportunity for stakeholders to give meaningful input into the decision-making processes that drive the development of the MCNP management plan.

The approach to the stakeholder participation process is based on the principles embodied in the following legal framework, namely:

- The Constitution of the Republic of South Africa Act No. 108 of 1996;
- The National Environmental Management Act No. 107 of 1998 (NEMA); and
- The National Environmental Management: Protected Areas Act No. 57 of 2003 as amended by the National Environmental Management: Protected Areas Act No. 21 of 2014.

The stakeholder process was developed with the guiding principles for MCNP stakeholder participation in mind.

The MCNP JMB thus undertakes to:

- Seek to notify stakeholders of participation processes through appropriate mechanisms;
- Ensure that the process provides the opportunity for input from all stakeholders within reasonable timeframes, emphasising the sharing of information, joint-learning and capacity building;
- Promote participation by stakeholders through timeous and full disclosure of all relevant and appropriate information;

This section describes the consultation process followed in the preparation of this plan



- Provide feedback on the outcome of the process to stakeholders and demonstrate how their inputs have been considered in the decision-making process;
- Ensure that methodologies accommodate the context of the issue at hand and the availability of resources (people, time, money) and do not conflict with these guiding principles; and
- Give particular attention to ensuring participation by the Makuleke CPA, commercial partners and other key role-players of the MCNP.

A detailed portfolio of evidence of stakeholder consultation for the development of the Management plan, has been developed (2021).



SECTION 5: PURPOSE & VISION

5.1. PURPOSE OF THE CONTRACTUAL NATIONAL PARK

A Contractual National Park is a model through which the protected area status of land can be secured. It involves a written agreement between SANParks, the landowners of the land and the Minister whereby it is agreed to have the land declared as a Section 20 National Park (in accordance with NEM: PAA) and thereby having the land declared as a new National Park or as part of an existing National Park. SANParks must be the Management Authority of a National Park, or any part declared as part of a National Park (Section 38(a) of NEM: PAA). However, a management agreement is entered between SANParks and a landowner of land declared as part of a National Park to ensure that the landowner's property rights are respected and to document the roles and responsibilities with regard to the management of the land as part of a National Park (operational considerations).

5.2. DESIRED STATE FOR THE PARK

For the current and future extent of the park to be protected and managed effectively, a desired state for the park has been developed through an adaptive planning process to guide park management in its daily operations. To formulate this desired state, focus was placed on the mission, park and surrounding regional context, operating principles and vital attributes that make this park unique, or at least very special in its class. Each attribute was discussed along with key factors determining / strengthening or threatening / eroding these attributes. Using this information helped focus the exact formulation of the park objectives, which aim to strengthen positive determinants and weaken or remove negative ones so that objectives are appropriate to the uniqueness and special nature of this park and the landscape within which it is embedded. This framework forms a bridge between the Management Plan and its vision for the park, and the medium term (10 years) priorities to attain the vision and mission in co-operation with its stakeholders.

5.2.1. VISION AND MISSION

The Vision is an inspirational statement designed to provide a picture of the envisaged future for the park. It answers the question of 'where do we want to go?' The new Vision for the MCNP is:

VISION

"Strengthening partnerships, with its interlinked biological and cultural richness, exceptional landscapes and unique tourism experience as the heart of the GLTFCA."

The mission defines the fundamental purpose of MCNP, succinctly describing why it exists and what it does to achieve its vision. The following mission was developed after extensive consultation with stakeholders:

MISSION

"To build a thriving and effective community-public-private conservation partnership to optimize opportunities for economic development, whilst ensuring the unique ecological character and cultural value of the area are maintained and enhanced."

This section presents the vision, purpose, values, principles and attributes considered in developing a desired state for the park and provides the high-level objectives as basis for the management programmes contained in Section 10 of the plan



5.2.2. CODE OF ETHICS

The MCNP has developed a code of ethics to serve as the operating principles and values. These ethics were co-developed by the MCPA, KNP and commercial partners:

1. Perform the duties of nature guiding with responsibility integrity and in accordance with the appropriate standards.
2. Implement that responsibility by applying professional skills and knowledge that he/she has acquired through training and experience.
3. Operate within his/her own levels of expertise and refrain from entering areas for which he/she is not qualified.
4. Operate within the legal and statutory requirements of the country, being aware of the legal requirements, environmental acts and ordinances of the particular province.
5. Role-players needs to give particular attention to legislation pertaining to tourism, nature conservation species protection, traversing rights, firearms and ammunition.
6. The nature guide needs to be aware of the Tourism Act pertaining to the register requirements for registration, training requirements, classes of tour guides and insignia for tour guides and nature guides.
7. Maintain the best possible relationship between nature guide and landowner by respecting and protecting property while operating strictly within the required guidelines and regulations pertaining to the landowner's property at all times.
8. The nature guide must be responsible for the safety, comfort and enjoyment of all participants. He/she must accept responsibility for conduct of self as well as the conduct of persons in his/her care.
9. The highest possible standard of safety measures should be maintained at all times.
10. No behaviour by either guide or client should be tolerated that will:
 - o Invade the privacy of any other member in the group;
 - o Spoil the comfort, enjoyment or experience of others;
 - o Jeopardise the safety of anyone in attendance;
 - o Spoil the atmosphere of the area of operation.
11. Role-players must respect the cultural differences and individual views and beliefs of each client
12. Role-players must refrain from using any language and conduct that could offend other members in the group.
13. Role-players must refrain from consuming alcohol or using any other intoxicating substances that could impair judgement or jeopardise safety standards.
14. The number of people comprising of a party should be appropriate to the qualifications of the guide, the nature of the trails, the terrain and the type of activities engaged in.
15. All guiding activities should be conducted in such a manner as to cause the least possible damage to the environment and encouragement should be given to remove litter thus improving the environment.
16. Give support and assistance to *bona fide* organisations and individuals that engage in educational and scientific projects that could benefit the environment.



5.2.3. PARK CONTEXT

The context refers to the current circumstances and the conditions that determine these circumstances. The context is therefore important as a set of agreed-upon realities that will influence the setting of management objectives. The context is summarised under sections 2.1 to 2.15.

5.2.4. VITAL ATTRIBUTES

The Vital attributes of the MCNP are the important characteristics and / or properties of the park that concisely describe the key features of the park. Together with stakeholders, the MCNP identified 7 attributes that are vital to the approach by which it is managed. These are:

1. Integrator of Ecosystem Services/ Conservation and Communities through protecting a unique landscape at the heart of the GLTFCA.
2. Wild and Distinctive landscapes strongly linked to wilderness characteristics, connected across borders which allow for larger scale dynamic patterns and processes.
3. Biodiversity that is unique, rich and diverse in terrestrial and freshwater ecological features and influenced by historic human presence.
4. Immersive Wilderness and cultural tourist experience aspiring towards sustainable and responsible practices.
5. Rich historical and living cultural heritage that is deeply embedded in the natural landscape.
6. Catalyst for diverse regional socio-economic development.
7. Diverse stakeholder relations and co-operative governance.

5.2.5. DETERMINANTS & RISKS TO THE VITAL ATTRIBUTES

A major component of the JMB and management's responsibility is to ensure the maintenance of the determinants or strengths of the vital attributes and to limit the influence of threats to the system.

The boxes below reflect the Vital attributes, determinants and threats.



Table 3: Vital attributes, determinants and threats

Vital Attributes	Determinants	Risks/ Challenges
Regional Integration: Integrator of Ecosystem Services/Conservation and Communities through Protecting a unique landscape that can act as the gateway to the GLTFCA.	<ul style="list-style-type: none"> Unique landscape with rich biodiversity and cultural heritage that attracts tourists. Makuleke CPA as landowner. Contractual National Park arrangements between Makuleke CPA and SANParks. Well-developed community involvement structures Job creation focussed on the Makuleke and adjacent communities. Unique geographic location in GLTFCA (linking RSA; Zimbabwe and Mozambique) and associated opportunities to unlock cross border tourism. Strong legislative framework guiding management and co-operation with adjacent landscapes. Large river systems flowing through MCNP (Luvuvhu and Limpopo). Surrounded by diverse land uses including conservation and local communities. Catalyst for regional Economic opportunities. Core of UNESCO Vhembe Man and Biosphere. Well placed as partner to enabling regional funder programmes. 	<ul style="list-style-type: none"> Cumbersome legal processes involved in unlocking GLTFCA cross border travel. Lack of influence on decisions on land management in adjacent areas. Socio-economic benefits of MCNP for Makuleke community and other adjacent communities not well understood. Inappropriate land uses in adjacent landscapes – linked to a lack of planned development. Lack of water management structures for Luvuvhu and Limpopo catchment. Poor operationalised structures for closer operational collaboration between protected areas open to each other in this area. Lack of understanding of what role the MCNP plays in the broader landscape by decision makers and the local community. Regional area integrity concerns. Limited land and air accesses. Impact of protests. Poverty and stakeholder profile.
“Wildness”: Wild and Distinctive landscapes strongly linked to wilderness characteristics, connected across borders which allow for larger scale dynamic patterns and processes.	<ul style="list-style-type: none"> Relatively intact ecological and natural system. Appropriate implementation of the revised zonation and restoration plan. Appropriate development, maintain natural processes. Appropriate access within zonation. Unique products to enhance the wild and distinctive experience. Appropriate tourism events. Sense of place and space. Spectacular landscapes like Clarence sandstone and alluvial floodplains. 	<ul style="list-style-type: none"> Opposing ideas and lack of communication (driven by disconnect of rational resource use). Pollution (lights, noise, in the rivers). Different societal desires or expectations of wilderness dictated by variable value systems. Inappropriate activities or resource use is a risk to the wildness of the area. Incompatible/illegal/inappropriate land use in buffer (agriculture, mining etc.). Military activities/operations. Illegal activities (incl. cigarette smuggling, poaching).



Vital Attributes	Determinants	Risks/ Challenges
<p>Biodiversity: Biodiversity that is unique, rich and diverse in terrestrial and freshwater ecological features and influenced by historic human presence.</p>	<ul style="list-style-type: none"> Geologically diverse landscapes characterising gradients of topography, unique rainfall patterns and giving rise to unique freshwater ecosystems. These geologically diverse landscapes and topography give rise to unique vegetation types (including the Lowveld riverine forest which is considered a rare and critically endangered vegetation type) and high biodiversity of plants (including special species like baobabs, Fever-tree Forest and palm-veld) and animals (numbers of bats, large herds of eland and unique bird species) by creating diverse niches. Rich historical and current interconnectedness between people and the natural environment, mutually shaping the social and ecological system. System driver species (i.e., elephants important for processes, predator-prey interactions). High eco-status rivers, wetlands and large Transboundary Aquifers. Broad public interest for biodiversity conservation. Unique character and position of the landscape gives rise to uncommon phenomena, e.g. unique type of anthrax. Dinosaur fossils are present. 	<ul style="list-style-type: none"> Inappropriate management of Invasive alien species. Changing flooding regimes (climate change). Pressure to increase development in the MCP due to socio-economic burdens. Changes in individual value systems based on generation, culture, history, financial and social capital. Poaching (incl. staff involvement). Irresponsible /unsustainable development or resource use). Introduction of novel and non-endemic diseases. Inappropriate management and knowledge gaps by public and concessionaires (e.g., fire management, water provision, elephant management, resource use). Changing priorities (e.g., single species focus). Road impacts. Invasive alien species (incl. pests). Regional political instability (SADC). Poisoning and pollution. Excessive elephant impact (negatively impacting on the spectacular scenery, biodiversity and sense of place of the vegetation component). Sacrificing cultural heritage for biodiversity and tourism objectives (e.g. inappropriate development). Not acknowledging the interconnectedness between people and landscape. Climate change (incl. regional nutrient deposition and impacts on freshwater systems). Mining (inside and outside KNP incl. sand and coal). Incompatible land use in the buffer (incl. population growth). Scale mismatch between impact and action (e.g. the scale of climate scale is global vs. the action locally). Time lags between decision making, implementation and effect. Broad public support for conservation may not benefit the Makuleke, e.g., the broad public does not support resource use.



Vital Attributes	Determinants	Risks/ Challenges
<p>Responsible Tourism: Immersive Wilderness and cultural tourist experience aspiring towards sustainable and responsible practices.</p>	<ul style="list-style-type: none"> o Sense of place, wilderness, tranquillity and serenity, safety, open space, relaxation. o Cultural heritage. o Pristine natural area. o Part of the GLTFCA. o Wildlife and diversity – Big 5, birding, rivers, scenery and landscape. o Road networks, access and signage including cross boarder and air access. o Diversity of products and activities (including differentiated/specialised products). o Soft tourism offerings including cycling, birding and star gazing experiences. o Luxury tourism offerings. o Tourism training and learning experiences in the bush. o Strong, well-positioned and marketed concessionaires. o RAMSAR site UNESCO status application and management plan. o Accessible and affordable wilderness destination. o Well -managed conservation area – infrastructure. o Self-drive experience. o Diversity of accommodation options and products. o Affordability for a broad income range of visitors. 	<ul style="list-style-type: none"> ▪ Lack of communication and transparency. ▪ Conflicting objectives for biodiversity management and poor relationships and common understanding. ▪ Lack of access for opportunities such as resource use and for connection to the land (e.g. cultural ceremonies). ▪ COVID 19 Pandemic. ▪ Visitor numbers. ▪ Not meeting expectations/ not delivering on standards. ▪ Lack of communication. ▪ Criminality. ▪ Poaching and anti-poaching measures and impacts (e.g. noise etc.). ▪ Lack of co-ordinated marketing efforts. ▪ Local unrest, service delivery strikes, political instability. ▪ Health and safety measures. ▪ Security (poaching). ▪ Malaria and global disease outbreaks. ▪ Global terrorist events. ▪ Tourism numbers decline. ▪ Disruption of support services. ▪ Lack of facilities and activities for children. ▪ Lack of maintenance of infrastructure. ▪ Environmental degradation. ▪ Not effectively managing trade-offs between tourism experiences and products; and products and the environment. ▪ Incompatible tourism products. ▪ Incompatible peripheral developments. ▪ Problem animals. ▪ Global drivers e.g. floods, droughts, disasters. ▪ Facilities not broad scale family friendly. ▪ Sporadic community protests.
<p>Cultural Heritage: Rich historical and living cultural heritage that is deeply</p>	<ul style="list-style-type: none"> o Evidence of prehistoric and historic human occupation that was closely linked to the biodiversity and natural landscapes of the area. 	<ul style="list-style-type: none"> ▪ Inappropriate development and activities that negatively impact the tangible and intangible cultural heritage. ▪ Inappropriate behaviour (vandalism; removing artefacts in situ, interference with heritage).



Vital Attributes	Determinants	Risks/ Challenges
<i>embedded in the natural landscape.</i>	<ul style="list-style-type: none"> Palaeontological evidence that shows presence of prehistoric species (dinosaur fossils) in the area. Indigenous knowledge systems and other intangible heritage (including indigenous names) as embodied by the Makuleke elders giving the area its rich human association. Sacred sites and practices linked to ancient and present communities. Sites carrying rich cultural significance for the area presenting great tourism opportunities. Diverse cultural heritage presents opportunities for further research and education. Management acknowledgement of the immense importance of preserving and presenting cultural heritage for current and future generations. Dynamic historical and current interconnectedness of cultures across borders. Improvement of access to both tangible and intangible cultural heritage to a diversity of societal groups and individuals. 	<ul style="list-style-type: none"> Unsustainable use of natural resources (e.g. ecological, social and economic). Negative broader stakeholder relations. Not celebrating our heritage. Insufficient research, documentation and information sources on cultural heritage. Absence of cultural heritage management plans or lack of effective implementation (curation, security, site presentation). Inappropriate behaviour at sacred sites that leads to devaluating, prejudice etc. Challenge in managing different value systems holistically (natural, cultural and economic). A biased interpretation of history which impacts negatively on transformation. Managing the trade-offs between natural heritage and cultural heritage (animal and vegetation damage, erosion). Lack of sufficient access to cultural heritage which erodes value.
Socio-Economic Development: Catalyst for diverse regional socio-economic development.	<ul style="list-style-type: none"> Contractual and Concession Agreement (legislative framework). Environmental education and community outreach. Linkages and collaboration (e.g. Greater Kruger, Gate Hubs, Skills development). Diverse existing and potential economic opportunities. Sustainability and stability of the region. Integrated planning and collaboration. Favourable economic drivers: diverse tourism and products, well developed infrastructure (and driver for further), branding, safety, market including established and untapped, potential interlinks with non-conservation economies. Opportunities to maximise value-adding products (local to national scale). Biodiversity Economy. Access to existing markets and marketing platforms. 	<ul style="list-style-type: none"> Lack of enabling institutional arrangements and governance. Lack of collective vision and ability to attain common goals Lack of joint operational interest. Conflicting land use and land expectations/interest becoming a barrier for ecosystem connectivity. Complexity of integrated land use approaches – multiple partners and participation at various scales and institutional levels. Lack of understanding of how sharing benefits leads to conservation constituency building. Lack of acknowledgment of the value of the conversation vs the tangible benefit. Ineffective communication. Challenges in managing trade-offs in and between stakeholder groups.



Vital Attributes	Determinants	Risks/ Challenges
	<ul style="list-style-type: none"> o Acknowledgment of history and how history has driven the value of this area (TFCA now creating opportunity for access). o Kruger National Park Branding and Booking System. o Diversity of benefits and beneficiaries. o Benefit flows of tourism between Concessionaires, Makuleke CPA, KNP and TFCA partners. o Elevated tourism status through the KNP, TFCA alliance and the Greater Kruger alliance. 	<ul style="list-style-type: none"> ▪ Well-developed infrastructure (reinvestment is degrading both internal and external). ▪ Illegal resource use. ▪ Growth and demand. ▪ Political buy-in. ▪ Political and social instability. ▪ Champions to drive these approaches. ▪ Security and elicited wildlife trade. ▪ Poor and non-prioritised integrated planning, conflicting policy framework at all spheres and levels. ▪ Lack of buy-in for integrated approaches and ability to maintain it. ▪ Distrust. ▪ Unrealistic expectations. ▪ Perceptions of exclusivity created by private concessions. ▪ Community protests. ▪ Branding (cross reference to tourism, poaching communication) – abuse of the brand for other uses. ▪ Growing illicit wildlife trade threat to economic model in long term (entrenchment within our society). ▪ Disagreement about policies and legislative processes – lag economic activity. ▪ Illegal economic activities.
Stakeholder Relationships: <i>Diverse stakeholder relations and co-operative governance.</i>	<ul style="list-style-type: none"> o Legislative environment (international, national, corporate, local), co-ordinated policy institutional arrangements and partnerships (formal agreements and co-operative partnerships), transparency; effective communication, political buy-in / will, societal buy-in, value and support for environmental protection and combatting illicit wildlife trade, responsible and sustainable environmental management and protection, political stability, investing and buy-in for collective vision and joint outcomes, shared understanding and appreciation of multiple / diverse sustainable land uses contributing to the broader vision and outcomes, policy framework with clear norms and standards around range of conservation land use models enhancing expansion of the 	<ul style="list-style-type: none"> ▪ Conflicting jurisdiction – Common law and other legal mandates (e.g. Provincial authorities, other sectors). ▪ Apathy and budgets. ▪ Lack of capacity and will to enforce and regulate corporate and institutional arrangements. ▪ Lack of enabling institutional arrangements and governance. ▪ Lack of collective vision and ability to attain common goals. ▪ Lack of joint operational interest (across sectors and land tenure). ▪ Agreements not formalised and / or not enforced, through enabling / binding legal environment and through norms and standards securing “best practice” land use approach.



Vital Attributes	Determinants	Risks/ Challenges
	conservation estate and compatible to the values and objectives of a National Park, integrated monitoring and evaluation and resourcing, polycentric governance; spectrum / diversity of sustainable and compatible land use scenarios.	<ul style="list-style-type: none"> ▪ Lack of self-regulation / governance and polycentric governance. ▪ Lack of political buy-in. ▪ Political and social instability. ▪ Lack of champions to drive these approaches. ▪ Security and illicit wildlife trade. ▪ Inconsistent security capacity (norms and standards). ▪ Poor and non-prioritised co-ordinated planning and conflicting policy framework at all spheres and levels. ▪ Lack of buy-in for co-ordinated policy approaches. ▪ Complexity of integrated land use approaches – multiple partners and participation at various scales and institutional levels. ▪ Distrust. ▪ Unrealistic expectations. ▪ Self-interest.

5.2.6. HIGH-LEVEL OBJECTIVES

While the Mission sets out the “Where do we want to go?”, high-level objectives act as the roadmap to achieve the Mission. These high-level objectives tend to flow naturally from the vital attributes. The desired state is achieved by means of a hierarchy of objectives (Figure 5), starting with an overall objective aligned with MCNP’s Vision and Mission statements, then broad, high-level objectives (this Section) and then to more detailed levels, ending with specific operational or management actions (Section 10). Discussions at the stakeholder meeting gave rise to an initial set of high-level objectives. These were refined to reflect the following:

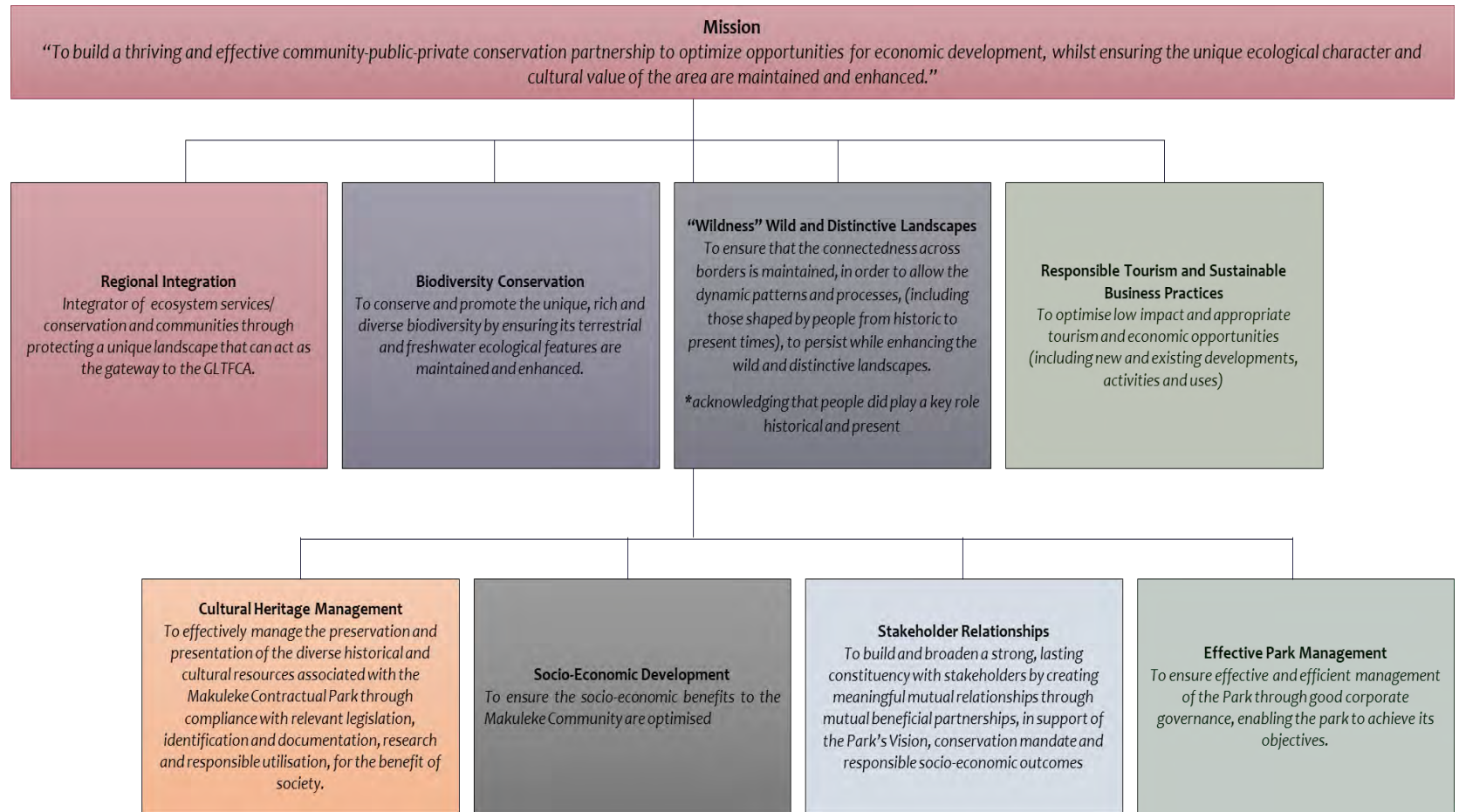


Figure 6: High Level Objectives



5.2.7. UNPACKING THE HIGH-LEVEL OBJECTIVES

The high-level objectives listed above are now progressively being disaggregated through a series of ‘objectives’ of increasing focus. These are set out in Table 4.

Table 4: Objectives

Strategic Goal	Strategic Objective
	1. Regional Integration
<i>Integrator of ecosystem services/ conservation and communities through protecting a unique landscape that can act as the gateway to the GLTFCA.</i>	<ol style="list-style-type: none"> 1.1 To improve and maintain healthy ecosystems that promote responsible biodiversity economies beyond the boundaries of the park, through implementing a range of co-operative “buffer mechanisms” within the municipal, biosphere and bioregional planning processes, and through natural resource, protected area, environmental and wildlife economy programmes. 1.2 To secure and improve ecosystem processes and associated socio-economic benefits through the consolidation of vast landscapes, by re-connecting ecological systems and the expansion of the GLTFCA conservation estate, conservation areas open and adjacent to the park, through a range of co-operative, contractual and stewardship models. 1.3 To take a holistic view of catchment and water resources management in the catchments and draining through the park, to protect freshwater ecosystems whilst maximising the developmental water management potential of the resource.
	2. Biodiversity Conservation
<i>To conserve and promote the unique, rich and diverse biodiversity by ensuring its terrestrial and freshwater ecological features are maintained and enhanced.</i>	<ol style="list-style-type: none"> 2.1. To ensure the catchment classification process for Luvuvhu-Mutale meets the high recommended ecological category, factored into catchment operations and planning; Makuleke Ramsar Wetlands Management Plan (Monitoring & Wise-Use through Eco-Tourism), maintaining the ecological characteristics of the pan systems in the Limpopo River Floodplain; Transboundary Water Resources Management targets considered (Limpopo Basin); Learning & Long Term Capacity Building to achieve the above. 2.2. To implement invasive alien species control programmes in order to minimize the negative impacts on the ecosystems, species and cultural values. To utilize invasive alien species control programmes to develop economic opportunities. 2.3. To restore and maintain herbivores as a key driver of environmental heterogeneity and associated biodiversity by establishing and maintaining gradients of resources used by herbivores, informed by ongoing monitoring and evaluation while minimizing risks to the ecological role of herbivores. 2.4. To restore the natural ecosystem health and functioning of the KNP landscape by implementing rehabilitation and restoration programmes. 2.5. To restore and maintain the benefits of species of special concern by managing threats as far as possible. 2.6. To restore and maintain predators as a key driver of environmental heterogeneity and associated biodiversity and tourism experiences by ensuring the role of large predators, restoring meso-predators and managing the role of small predators while minimising the risks of predation threats and their assets.



Strategic Goal	Strategic Objective
	<p>2.7. To mimic the role that fire plays in maintaining African savannas, whilst specifically considering fire-elephant interactions, by evaluating and responding appropriately to fire threats facing infrastructure and human lives.</p> <p>2.8. To allow for endemic disease to play out as a key ecological process to maintain a healthy, resilient savanna, while preventing and mitigating disease transfer at the wildlife-livestock-human interface.</p> <p>2.9. To support, where possible, social, ecological and economic sustainability of the greater Kruger Park system by promoting and facilitating access to, and sustainable use of, a range of natural resource products within and adjacent to the park.</p>
3. “Wildness” Wild and Distinctive Landscapes	
<p>To ensure that the connectedness across borders is maintained, in order to allow the dynamic patterns and processes, (including those shaped by people from historic to present times), to persist while enhancing the wild and distinctive landscapes. *acknowledging that people did play a key role historical and present.</p>	<p>3.1. To ensure compliance of declared areas.</p> <p>3.2. To expand the area of wildness.</p> <p>3.3. To promote an appreciation of wilderness amongst the public, especially visitors to the park.</p> <p>3.4. To develop and maintain a collaborative network.</p> <p>3.5. To monitor and evaluate the impact of the implementation programmes and adapt as required.</p>
4. Responsible Tourism & Sustainable Business Practices	
<p>To optimise low impact and appropriate tourism and economic opportunities (including new and existing developments, activities and uses).</p>	<p>4.1. To promote the Makuleke Contractual Park as a tourism destination in its own right.</p> <p>4.2. To ensure responsible, sustainable tourism that aligns with the vision, supports and enhances the value of existing assets and the Makuleke brand and respects existing legal obligations.</p> <p>4.3. To support current and future business endeavours in the Makuleke Contractual <u>National</u> Park and within the Makuleke community, whilst protecting the tranquillity and sense of place.</p>
5. Cultural Heritage	
<p>To effectively manage the preservation and presentation of the diverse historical and cultural resources associated with the Makuleke Contractual National Park through compliance with relevant legislation, identification and documentation, research and responsible utilisation for the benefit of society.</p>	<p>5.1. To compile and maintain a comprehensive inventory, of all cultural heritage resources, inclusive of oral history through continuous identification and effective documentation.</p> <p>5.2. To conserve the tangible and intangible cultural heritage resources, through effective management.</p> <p>5.3. To enable the access, interpretation, presentation, awareness and responsible use of heritage resources, including cultural assets and oral history, by broader society, through research, knowledge management, sharing and product development.</p> <p>5.4. To enable effective management of all cultural heritage resources by encouraging research and collaboration.</p> <p>5.5. To evaluate outcomes of management interventions by developing and reviewing implementation and monitoring plans.</p>



Strategic Goal	Strategic Objective
6. Socio-Economic Development	
To ensure the socio-economic benefits to the Makuleke Community are optimised.	6.1. To optimise revenue, procurement opportunities and the inclusion of the Makuleke CPA and Makuleke people.
7. Stakeholder Relationships	
To build and broaden a strong, lasting constituency with stakeholders by creating meaningful mutual relationships through mutual beneficial partnerships, in support of the park's Vision, conservation mandate and responsible socio-economic outcomes.	7.1. To build positive relationships by facilitating effective engagement through well governed institutional structures and programmes.
8. Effective Park Management	
To ensure effective and efficient management of the MCNP through good corporate governance, enabling the park to achieve its objectives.	8.1. MCNP Institutional Arrangements 8.2. Environmental Management Programme 8.3. Risk Management Programme 8.4. Financial Management & Administration Programme 8.5. Human Capital Management Programme 8.6. Infrastructure Programme 8.7. Safety & Security Programme 8.8. Communication Programme 8.9. Human Wildlife Conflict 8.10. Disaster Management Programme 8.11. Veterinary Wildlife Services Programme 8.12. Climate Change Programme 8.13. Research, Monitoring and Co-Learning Programme



SECTION 6: ZONING

The primary objective of the park's zoning plan is to establish a coherent spatial framework in and around the park to guide and co-ordinate conservation, tourism and visitor experience initiatives. The zoning plan plays a key role in minimising conflicts between different users of the park by separating potentially conflicting activities such as game viewing, recreational activities and tourism accommodation, whilst ensuring that activities and uses continue in appropriate areas and do not conflict with the park's values and objectives.

The Makuleke Contractual National Park (MCNP) zonation was finalised as part of the Kruger National Park Management Plan of 2018¹. This was signed off by the Minister of Environmental Affairs and will be the zonation used for this management plan in line with relevant legal requirements. This MCNP management plan presents the opportunity to highlight zonation priorities for inclusion in the Kruger National Park Management Plan that will be updated again for the period 2028-2038.

Zoning for protected areas is distinct from municipal land use zoning in terms of both role and legal status. Protected Area zoning is legally required in terms of section 41 (2) of NEM: PAA which stipulates that a protected area management plan must contain "a zoning of the area indicating what activities may take place in different sections of the area and the conservation objectives of those sections." Municipal zoning records all land-use rights on properties in the area of jurisdiction of that municipality and includes regulations and restrictions on how those rights can be exercised. It should be noted that the management and development of National Parks is an exclusive functional area of the national government and therefore outside the jurisdiction of municipalities.

Changes made to the use zones during the 2017 review, linked to the sensitivity layer but also had strong emphasis on the preservation of the intangible attributes such as solitude, remoteness, wildness and serenity, which are key to the sense of place of the park. The update of the sensitivity analysis of the MCNP considered the biophysical, heritage and scenic resources assessed the regional context and the park's current and planned infrastructure and tourism products, all interpreted in the context of park objectives, whilst recognising the distinctiveness of the park as a large, open and fairly natural system.

The MCNP zoning plan identifies visitor experiential Use Zones as aligned to those set out in the Kruger National Park Management Plan. Annexure B: Zonation Categorisation sets out the rationale for use zones and development nodes in more detail, describing these and providing management guidelines for each of the zones and sites.

The MCNP's movement network has been categorised in line with the KNP Management Plan as Transit, Tourist and Management routes for which the characteristics, route and guidelines are set out to ensure that the experiential qualities of the zone which the routes may traverse, is upheld. The tar road from the Luvuvhu River to the Pafuri Gate is categorised as a transit road with the other roads being either management or tourist roads.

6.1. GUIDING PRINCIPLES UNDERPINNING THE ZONATION

As Makuleke is Contractual National Park, the principles underpinning park zonation, as listed below, were informed by the SANParks Conservation Development Framework manual, the guidelines for strategic environmental assessment in South Africa, integrated environmental

¹ It is critical for MCNP to participate in the KNP Management Plan Review process, which will likely occur in 2027, in order to support the KNP in refining the MCNP zonation data. This needs to filter through when the MCNP is updated next as well.

This section outlines the zoning plan.



management and the NEMA.

Accordingly, the zonation:

- Is the foundation of all planning and development within a park, with the aim of ensuring its long-term sustainability;
- Accommodates strategic, flexible and iterative planning procedures;
- Is a “framework for planning” not a “plan for implementation” (i.e. implementation is dealt with through lower level plans and programmes);
- Recognises that the mandate of SANParks is to conserve biodiversity and heritage resources of national and international significance, in terms of the NEM: PAA and the National Heritage Resources Act (NHRA) No. 25 of 1999 as well as the Convention on Wetlands;
- Ensures the integrity of the park’s scenic quality by limiting human intrusions into the landscape;
- Accommodates a wide range of unique opportunities for experiences of solitude and nature-based recreation which do not conflict with the desired social and environmental states;
- Confines development within the park to areas that are robust enough to tolerate transformation and without detracting from the “sense of place”;
- Rationalises and channels access into the park and internal movement through it;
- Sets the limits of acceptable change; to minimise the loss of biodiversity and to reduce conflict between different park uses;
- Does not zone the airspace, however, the park’s airspace (as described in Section 47 of the NEM: PAA) will not be open for tourism related aerial activities. Aerial access for management purposes and through designated commercial air corridors, as stated in section 7.3 or new ones, will however be allowed;
- Emphasise the need for peripheral development as the first option;
- Recognises that park boundaries are not static in time and there are factors beyond the current or future boundaries that can positively or negatively influence the park; and
- Recognises that the park cannot exist in isolation and that planning needs to ensure that the park is integrated with the surrounding landscapes, and economic and social structures at local and regional scales.

6.2. RATIONALE FOR USE ZONES

The primary function of a Protected Area is to conserve biodiversity. Other functions such as the need to ensure that visitors have access to the park, and that adjoining communities and local economies derive benefits from the park, potentially conflict with and compromise this primary function. Use zoning is the primary tool to ensure that visitors can have a wide range of quality experiences without comprising the integrity of the environment.

Furthermore, the expectations and recreational objectives of people that visit the park may differ. Some people are visiting the park purely to see wildlife as well as natural landscapes. Others wish to experience intangible attributes such as solitude, remoteness, wildness and serenity (which can be grouped as wilderness qualities), while some visit to engage in a range of nature-based recreational activities, or to socialise in a rest camp. Different people have different accommodation requirements ranging from extreme “roughing it” to luxury catered accommodation.

There is often conflict between the requirements of different users and different activities. Appropriate use zoning serves to minimise conflicts between different users of a park by separating potentially conflicting activities – such as game viewing and day-visitor picnic areas – whilst ensuring that activities which do not negatively impact on the park’s vital attributes or objectives (especially the conservation of the protected area’s natural systems and its biodiversity) can continue in appropriate areas.



Use zones serve to ensure that high intensity facilities and activities are placed in areas that are robust enough to tolerate intensive use, as well as to protect more sensitive areas of the park from over-utilisation.

6.3. THE ZONING SYSTEM

Potential developments were first situated in suitable zones within the existing zonation. Where no suitable locations in such zones were found modification to the existing zonation areas was done using the sensitivity analysis to inform the appropriate use of different areas of the park, as well as the park's current infrastructure and tourism products. The regional context, especially linkages to other conservation areas open to the park, neighbouring community areas and impacts from activities outside the park were also taken into consideration. Planned infrastructure and tourism products were then accommodated where these were compatible with the various informants. These were all interpreted in the context of the park objectives and undertaken in an iterative and consultative process.

The zoning is based on expert analysis of the biophysical and scenic resources of the park with strong emphasis on the preservation of the intangible attributes such as solitude, remoteness, wildness and serenity which are key to the sense of place in the park. It also includes a sensitivity analysis that includes the biophysical context; heritage resources; an assessment of the regional context and an assessment of current and planned infrastructure and tourism products.

The analysis and mapping of the sensitivity examined the biophysical characteristics of the park including: habitat value (in particular the contribution to national conservation objectives) and vegetation vulnerability to physical disturbance; special habitat value (the value of the area based on rare and endangered species); hydrological sensitivity (areas vulnerable to disruption of hydrological processes such as pans and floodplains); visual sensitivity (sites where infrastructure development could have a strong aesthetic impact; and topographic and soil sensitivity (areas vulnerable to soil erosion). In addition, the heritage value and sensitivity of sites were examined (mostly archaeological and cultural aspects).

6.4. OVERVIEW OF THE USE ZONES

The zoning plan for the MCNP is summarised in Table 5 below and is fully aligned to the Kruger National Park use zones. Full details of the use zones, including high-resolution maps, the activities and facilities allowed in each zone, the experiential and conservation objectives of each zone, the limits of acceptable change.

The use zones applied for this MCNP Management Plan (in line with the 2018 KNP Management Plan) were: Wilderness; Remote; Primitive; Low Intensity Leisure (LIL) and High Intensity Leisure (HIL). The zones are intended to provide visitors with a range of quality nature related experiences offering different degrees of 'wildness' associated with MCNP. Makuleke has areas zoned as Remote; Primitive; Low Intensity Leisure and High Intensity Leisure but no areas that were zoned as Wilderness.

Overall the visitor use zones can be grouped into two broad categories:

1. Those zones which have intrinsic qualities that offer an experience that promotes solitude and provides a 'close to nature' experience; and
2. Zones that offer a more structured and social outdoor natural experience.

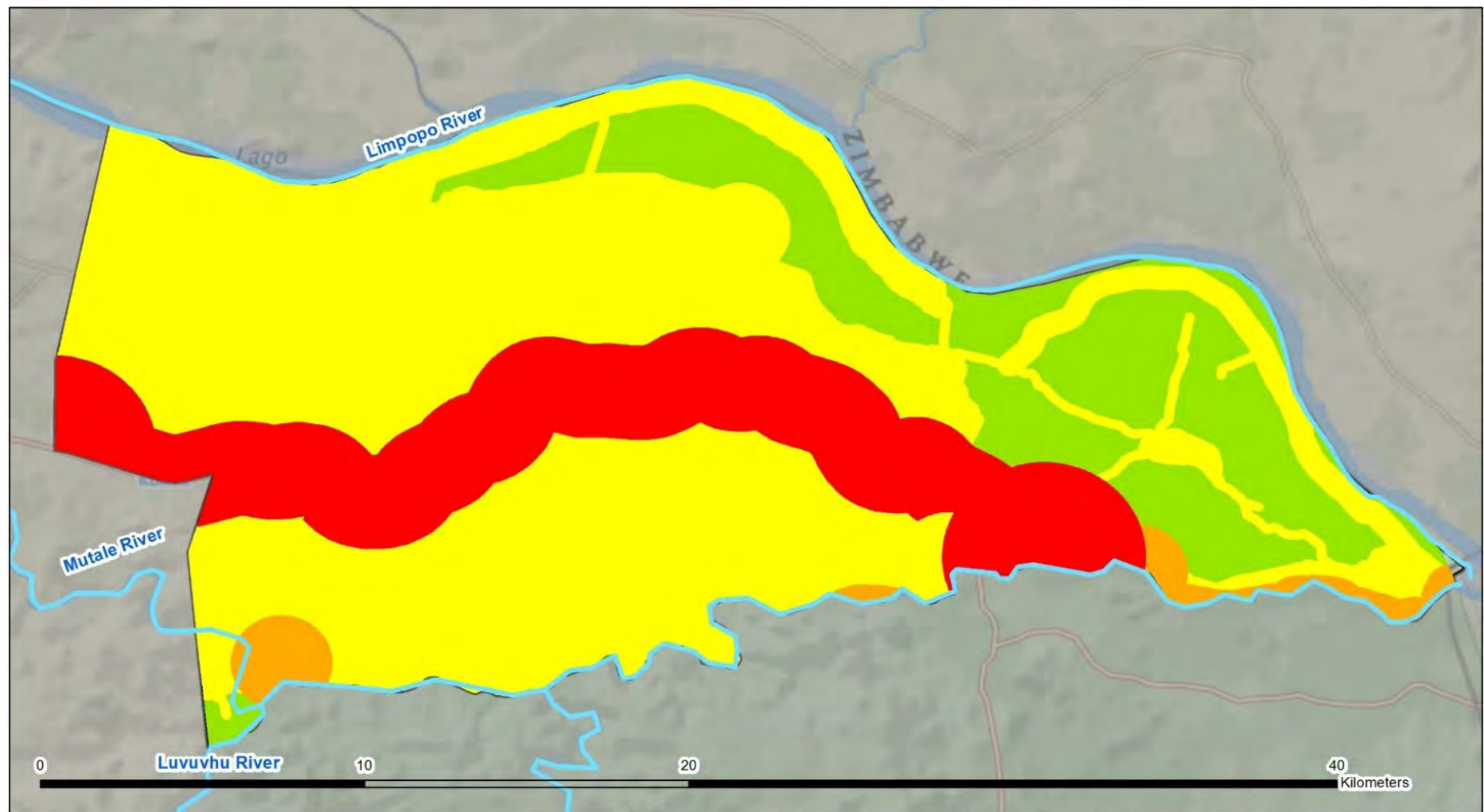
The conservation orientated zones that offer a 'close to nature' experience are the Wilderness, Remote and Primitive zones. Activities in these zones are more dependent on the quality of the natural environment and less dependent on the availability of visitor / tourism support facilities. Its primarily recreational activities are non-motorised and rustic in which the visitor needs to be more self-reliant.



The tourism orientated zones that offer an outdoor experience are the LIL and HIL zones. Activities within these zones tend to be at a more localised scale and are more dependent on visitor facilities. Access and movement through these areas are through a network of tar and gravel roads and a variety of accommodation and other tourist infrastructure make for a comfortable visitor experience.

The extent of these tourism orientated zones does not imply that the entire area is earmarked for development. A buffer is added around developments to mitigate impacts such as noise and light on surrounding zones. Space is also included for recreation and leisure activities. All new developments that are planned for these zones must also meet the guidelines for those zones (Table 5 and Annexure B: Zonation Guideline) as well as adhere to the development guidelines of the park.





Legend

Makuleke Zonation

- High Intensity Leisure
- Low Intensity Leisure
- Primitive
- Remote
- Wilderness

MCNP Zonation	Hectares	Percentage of MCNP
High Intensity Leisure	4592	20%
Low Intensity Leisure	576	3%
Primitive	13698	60%
Remote	3915	17%
Wilderness	0	0%



Map 3: MCNP Zonation



Table 5: Zonation Summary

Primary Zone	WILDERNESS (none currently in MCNP)	REMOTE	PRIMITIVE	LOW INTENSITY LEISURE	HIGH INTENSITY LEISURE
General Characteristics	Meets the legal definition of Wilderness . Retains an intrinsically wild appearance and character (no infrastructure) or capable of being restored to such.	Retains an intrinsically wild appearance and character (essentially no infrastructure) or capable of being restored to such.	Generally retains wilderness qualities but with basic self-catering facilities. Access is controlled. Provided access to Remote and Wilderness Zones and can serve as a buffer to them.	The underlying characteristic of this zone is motorised self-drive access to small basic self-catering facilities. The number of visitors is higher than that in the Wilderness, Remote and Primitive zones. Camps have a peaceful feel without large commercial facilities such as shops and restaurants. Access points are without large commercial facilities.	The main characteristic is high-density tourist development node, with commercial amenities, where more concentrated human activities are allowed. Camps have a relatively natural feel whilst providing activities and commercial facilities such as shops and restaurants. Access points may include large commercial facilities.
Experiential Qualities	Wildness, quiet, remoteness, solitude, serenity, peace, harmony, opportunity for reflection and self-appraisal and awe-inspiring natural characteristics	Wildness, remoteness, solitude and awe-inspiring natural characteristics.	Relaxing, serenity with minimal impact to experience wilderness qualities	Comfortable facilities in a relatively natural environment.	Comfortable and sophisticated facilities while retaining a relatively natural ambiance.
Interaction between user groups	None	None to very low.	Low	Moderate to high	High
Types of Access	Controlled access, guided non-motorised.	Controlled access, guided non-motorised.	Controlled access. Unaccompanied motorised and guided non-motorised.	Motorised self-drive and guided access	Accessible by motorised transport (car / bus) on high volume transport routes, including delivery vehicles. Air access via commercial airport and airstrips.

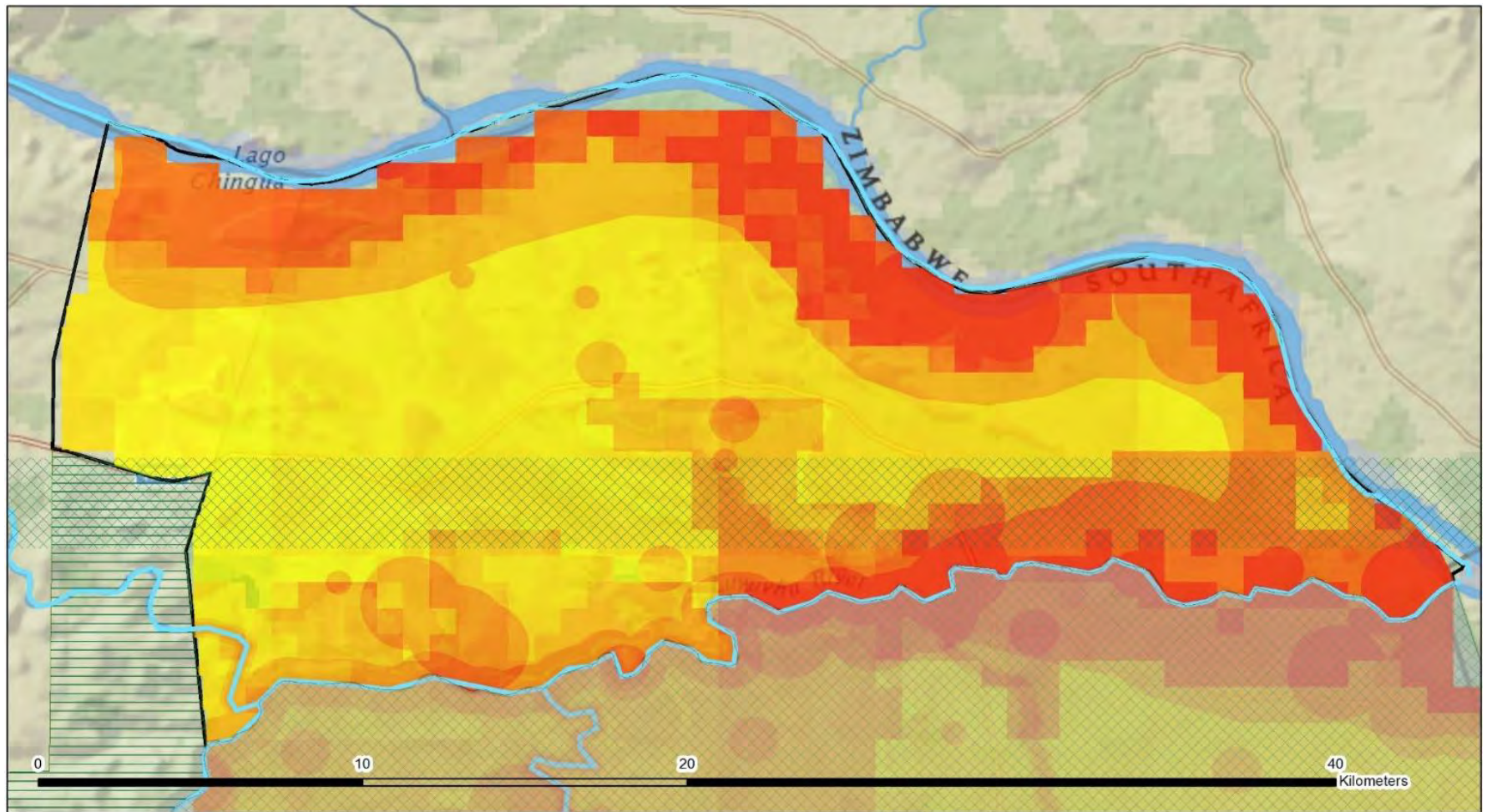


Primary Zone	WILDERNESS (none currently in MCNP)	REMOTE	PRIMITIVE	LOW INTENSITY LEISURE	HIGH INTENSITY LEISURE
Type of Activities	Limited guided non-motorised activities such as hiking in small groups.	Hiking in small-guided groups, possibly other guided non-motorised activities.	Hiking, 4x4 drives, game viewing, possibly other guided non-motorised activities.	Motorised self-drive game viewing, picnicking, guided activities, low intensity access points.	Motorised self-drive game viewing, picnicking, guided activities. Additional sophisticated infrastructure. Larger, organised adventure activities. Dining at restaurants.
Type of Facilities	Undeveloped and roadless.	Essentially undeveloped and roadless.	Small, basic self-catering. Distributed to avoid contact between users or limited concessions with limited numbers. 4x4 routes & guided hiking trails.	Facilities limited to basic self-catering picnic sites, ablution facilities, information / education centres, parking areas. Small non-commercial entrance gates with basic facilities as well as small self-catering rest camps with ablution facilities. May contain small or seasonal convenience stores or tea gardens. Low spec access roads to provide a more wild experience.	High-density tourist camps and entrance gates with commercial amenities. Footpaths, transport systems, accommodation, restaurants, curio and refreshments stall, information / education centres. High volume roads.
Limits of acceptable change: Biophysical	Deviation from a natural / pristine state should be minimized and existing impacts should be reduced.	Deviation from a natural / pristine state should be minimized and existing impacts should be reduced.	Deviation from a natural / pristine state should be small and limited to restricted impact footprints. Existing impacts should be reduced.	Deviation from a natural / pristine state should be minimized and limited to restrict impact footprints as far as possible. However it is accepted that some damage to the biophysical environment associated with tourist activities and facilities will be inevitable.	The greatest level of deviation from a natural / pristine state is allowed in this zone and it is accepted that damage to the biophysical environment associated with tourist activities and facilities will be inevitable.



Primary Zone	WILDERNESS (none currently in MCNP)	REMOTE	PRIMITIVE	LOW INTENSITY LEISURE	HIGH INTENSITY LEISURE
Limits of acceptable change: Aesthetics and recreational	Activities which impact on the intrinsically wild appearance and character of the area will not be tolerated.	Activities which impact on the intrinsically wild appearance and character of the area will not be tolerated.	Activities which impact on the intrinsically wild appearance and character of the area should be restricted and impacts limited to the site of the facility. Noise and light pollution should be kept to a minimum.	Although it is inevitable that activities and facilities will impact on the wild appearance and reduce the wilderness characteristics of the area, these should be managed and limited to ensure that the area still provides a relatively natural outdoor experience.	Although it is inevitable that the high visitor numbers, activities and facilities will impact on the wild appearance and reduce the wilderness characteristics of the area, these should be managed and limited to ensure that the area generally still provides a relatively natural outdoor experience appropriate for a national park.
Guidelines for management infrastructure	Ideally there should be no management infrastructure, but low impact temporary infrastructure may be present only where needed to limit biodiversity loss.	Ideally there should be no management infrastructure, but low impact temporary infrastructure may be present only to limit biodiversity loss. Low spec strategic management roads are allowed.	Small, isolated, permanent but low spec infrastructure (such as dirt roads & low spec airstrips making use of existing road footprints) may be present. This may be to help manage biodiversity or service tourist facilities.	Where this is anticipated to be a high usage zone in the park, management infrastructure should be concentrated here as far as is feasible thus allowing management to efficiently make use of existing high-volume infrastructure. To limit impacts management infrastructure should be placed close to the park boundary.	Where this is the highest usage zone anticipated in the park, management infrastructure should be concentrated here as far as is feasible; allowing management to efficiently make use of existing high-volume infrastructure. To limit impacts management infrastructure should be placed close to the park boundary.

The sensitivity map (Map 4) shows the relationship between the use zoning and the summary of the biodiversity and landscape sensitivity-value analysis. This indicates that in general it was possible to include most of the environmentally sensitive and valuable areas into zones that are strongly orientated towards conservation rather than tourist use. The sensitivity map was developed for the entire Kruger National Park during the 2018 Management Plan development. An overview indicates that MCNP has a high proportion of sensitivity areas. This is because of the high levels of diverse vegetation types; species; topography; hydrology and heritage. Makuleke, in particular, has a high abundance of species and heritage priorities.



Legend

Sensitivity Levels



Map 4: MCNP Sensitivity Map





Table 6 displays the percentage of MCNP covered by each of the Zones. This indicates that 77.31 % of the MCNP is covered by zones that are strongly conservation orientated in terms of their objectives.

Table 6: MCNP Zone Dispersion

Zone emphasis	Use zone	Zone as a % of MCNP area
Conservation orientated	Wilderness	0
	Remote	17.18
	Primitive	60.13
Tourism orientated	Low intensity leisure	2.53
	High intensity leisure	20.16

6.5. BUFFER ZONE

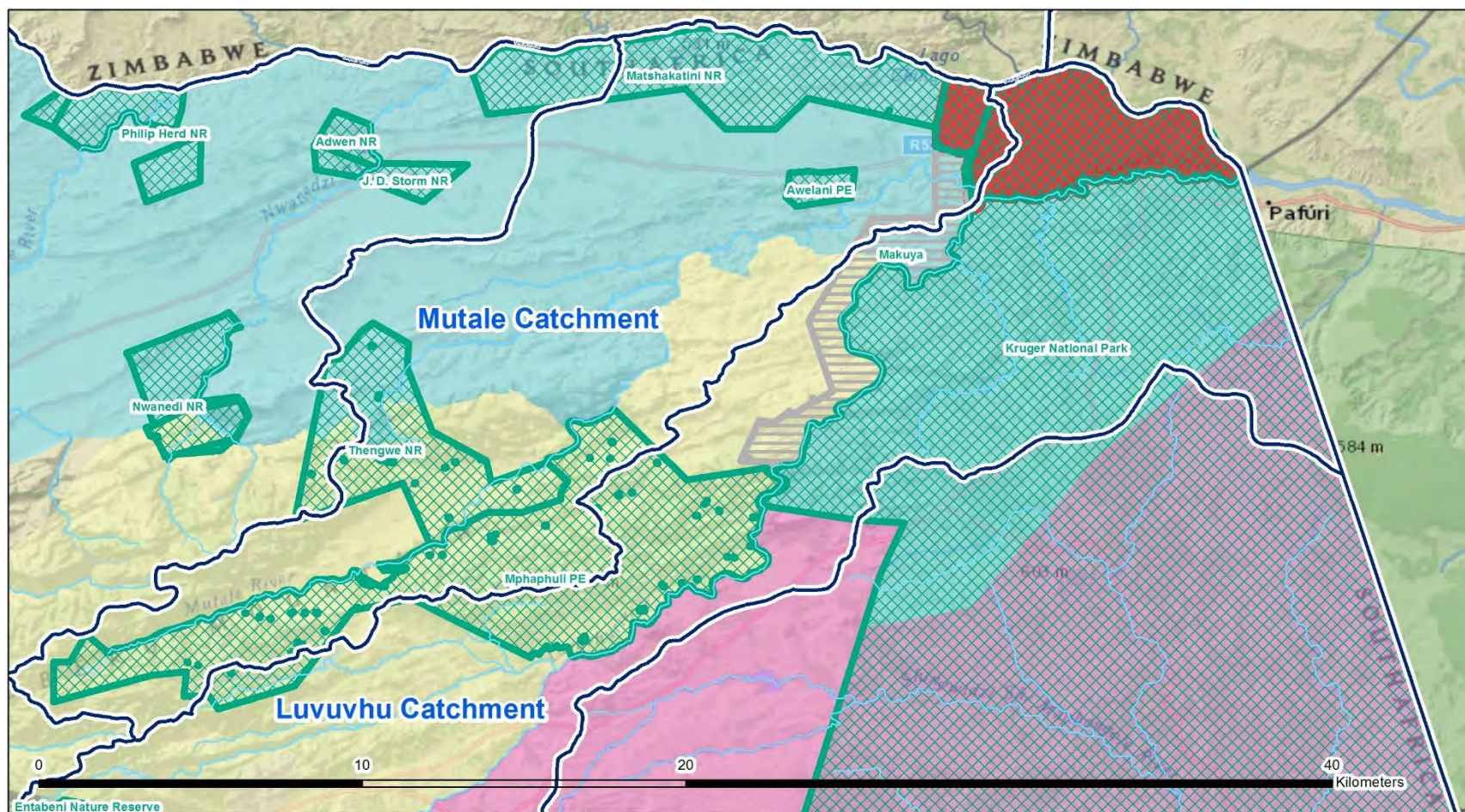
The buffer zone for MCNP, also known as the integrated land use zone, was defined during the development of the KNP Management Plan (2018) and has, as per the National Park Buffer Zone Strategy, been identified as part of the park's integrated land use strategy. For MCNP the buffer zone was developed to reflect areas on the western boundary as the northern and eastern sides of the park are part of the international boundaries between Zimbabwe, Mozambique and South Africa.

The buffer zone identifies, delineates and focusses on priority areas where:

- The MCNP should respond to development applications;
- External impacts that would adversely affect the park need to be managed;
- It's important to integrate long term protection of the park into the Spatial Development Frameworks (SDFs) of municipalities and other local authorities, as per the Land Use Scheme (LUS);
- Close collaboration needs to be forged with land users, owners and custodians such as Traditional Authorities in order to promote the development of conservation friendly land use practices that decrease potential impacts on MCNP.
- Priorities for consolidation and expansion with compatible land uses through contractual or cooperative agreements need to be pursued;
- MCNP needs to guide management interventions to address risks and threats such as invasive alien species management, restoration programmes, safety and security management;
- MCNP needs to support catchment and rangeland management programmes through co-operative partnerships; and
- Community beneficiation projects and sustainable economic development opportunities such as the wild activity developments at entry points need to be identified.

The MCNP will endeavour to forge closer collaborative relationships with neighbouring communities in the buffer zone on the eastern boundary. The park will interact with all spheres of government, whether local, provincial or national, as required to achieve a positive conservation outcome in the buffer zone. In terms of the Environmental Authorisations response, the buffer zone serves largely to raise red flags and does not remove the need for careful consideration of the exact impact of a proposed development. They do not address activities with broad regional aesthetic or biodiversity impacts.

In the MCNP's case, there are three categories within the park's buffer zone: the priority natural area, catchment protection area and the viewshed protection area (Map 5).



Legend

- | | |
|--|---|
|  Makuleke Contractual National Park | Local Municipalities |
|  Formal Protected Areas |  Collins Chabane |
|  Informal Protected Areas |  Musina |
|  Tertiary Catchments |  Thulamela |



Map 5: Regional Context - South Africa



6.5.1. PRIORITY NATURAL AREAS

The land use buffer zone is inclusive of the priority natural areas required for the long-term persistence of biodiversity in and around the park through the protection of patterns and processes. Additionally, priority natural areas typically include areas identified for, ecological and climate change corridors and linkages, as well as reasonably natural areas of high biodiversity value. The integrated land use zone allows for protection of core biodiversity areas. Inappropriate development and negative land use changes should be opposed in this area.

Priority areas for MCNP include:

- The Madimbo Corridor including the Matshakatini Nature Reserve;
- Neighbouring informal protected area, Makuya Nature Reserve;
- The Awelani Protected Environment;
- Critical Biodiversity Areas on periphery of MCNP, as defined in the Vhembe Bioregional Plan of 2017;
- Ecological corridors along the Mutale and Luvuvhu rivers.

6.5.2 CATCHMENT PROTECTION

Catchment protection areas are landscape level areas important for maintaining key hydrological processes within the park. Inappropriate development (dam construction, loss of riparian vegetation etc.) should be opposed. Control of alien vegetation and soil erosion as well as appropriate land care should be promoted. MCNP sits at the bottom end of two catchments, the Luvuvhu and the Mutale, which both flow into the Limpopo River. The Luvuvhu Tertiary Catchment makes up the majority of the MCNP with the western part of the Park forming part of the Mutale Tertiary Catchment. The MCNP has an important RAMSAR wetland site and large tracks of Lowveld riverine forests and other riverine vegetation that should be managed carefully through proactive engagements with catchment platforms that can help manage impacts from upstream water use and management activities.

6.5.3 VIEWSHED PROTECTION

Viewshed protection areas aim to preserve the aesthetic quality of the visitor's experience in MCNP. Within these areas, any development proposals should be carefully screened to ensure that they do not impact excessively on the aesthetics of the park. The areas identified are only broadly indicative of sensitive areas, as fine-scale relevant development authorisation processes will still have to be followed, with MCNP inputs relevant at this level if potential development impacts are foreseen by reserve management. In addition, major projects with large-scale regional impacts need to be addressed even if they are outside the viewshed protection zone.



SECTION 7: ACCESS & FACILITIES

7.1. PUBLIC ACCESS AND CONTROL

The MCNP can be accessed through two modes of transport from three locations:

- **By road:** From the Pafuri Gate; by crossing the Luvuvhu River from inside the Kruger National Park.
- **By air:** Private access via plane charters directly to local concession lodges through approved charters (refer to relevant MCNP and/or KNP protocols and processes).

The nearest major hubs are Thohoyandou and Musina. From Thohoyandou, MCNP is accessible via the Kruger National Park Punda Maria Gate along the R524 (2.5 hours). From Musina and Makhado MCNP is directly accessible along the N1 and R525 (2 hours).

The MCNP has one entrance gate, namely:

- Pafuri entrance gate;

Kruger National Park Gates and Access points in close proximity to MCNP include:

- Punda Maria entrance gate
- Pafuri Border Post (access between South Africa and Mozambique).

7.2. AREAS WITH RESTRICTED ACCESS

7.2.1. ROAD ACCESS

The Pafuri entry gate is manned by SANParks officials and the gates opening hours can be viewed on the official SANParks website (https://www.sanparks.org/parks/kruger/get_there/gates.php).

All vehicles entering or leaving the park are subjected to routine inspections. Various management and veterinarian gates are in existence but do not offer access to the general public.

All self-drive guests are restricted to the designated tourist roads (Pafuri – Punda Maria Road, see Map 6). Currently all accommodation facilities are privately run by concessionaires and are for the use of overnight guests only, whilst management tracks are marked with no entry signs.

In total Makuleke has 185.55km of roads. These are broken down below:

Road Type	Kilometres
Tar Roads	22.6
Gravel Roads (including rehabilitation roads)	138.95
Rehabilitation Roads	53.37
Two Track Roads	24

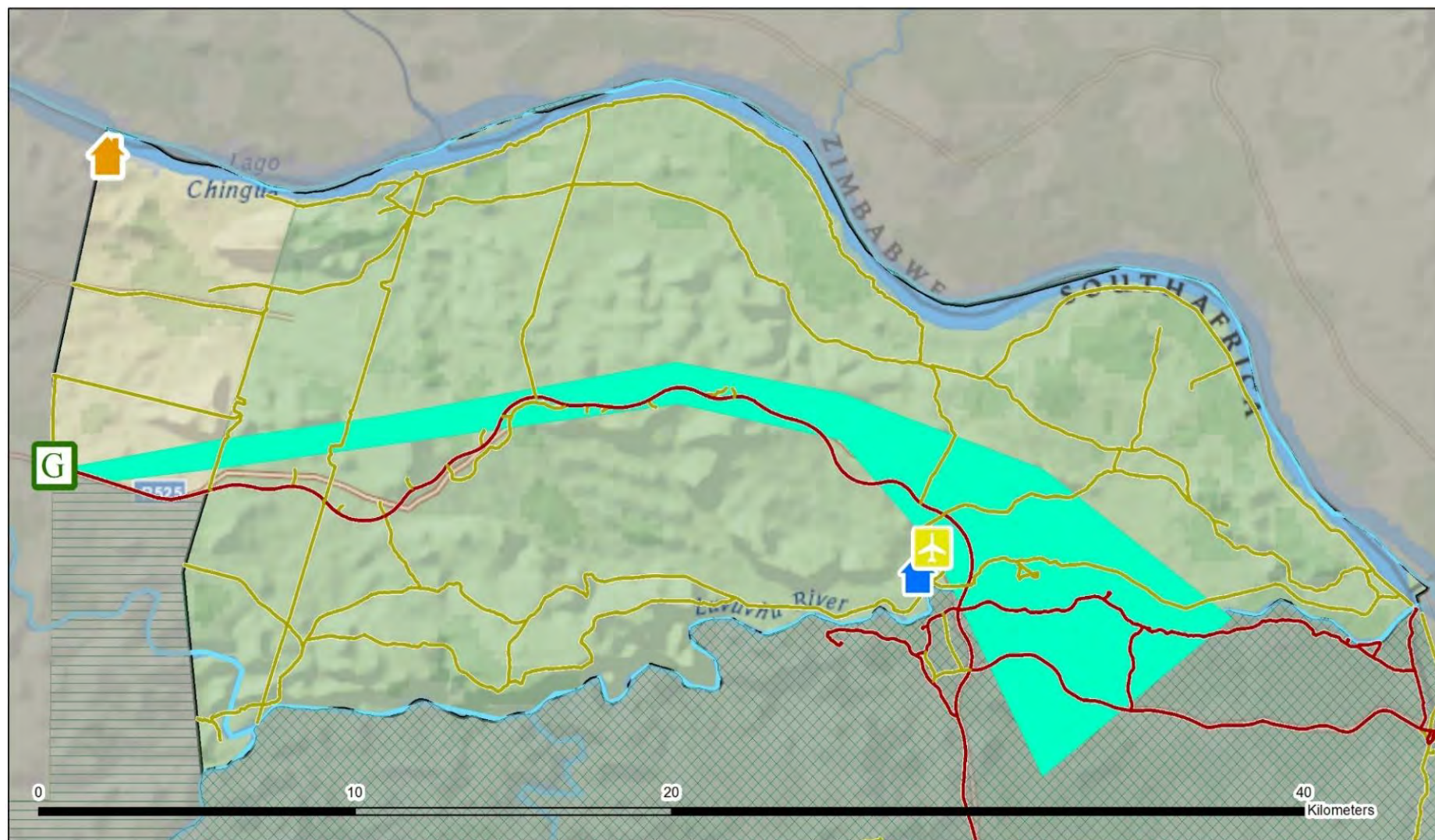
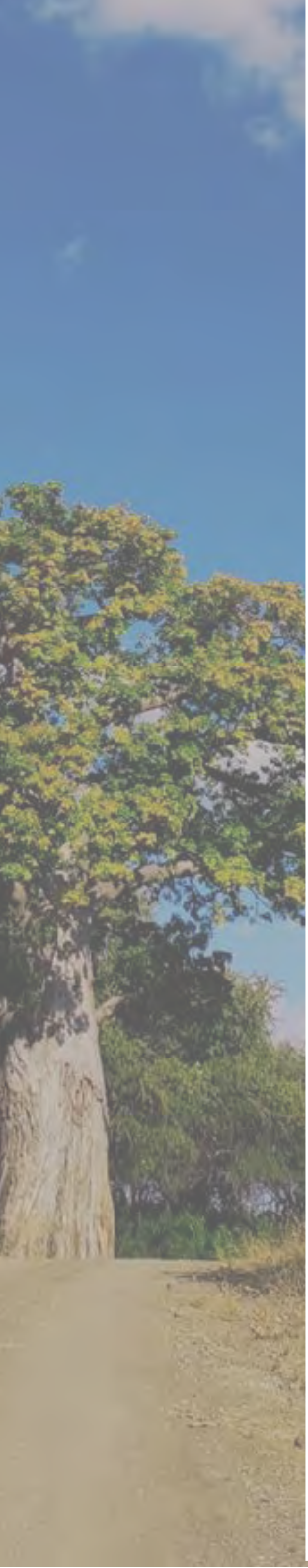
These roads need to be managed in line with the SANParks Roads Manual, which categorises the management of these roads into Categories A- D described below.



Road Category				
	A	B	C	D
Description	Surfaced link road between other areas in the park or the access road to the game lodge	All weather gravel roads, access road to game lodge	Lightly trafficked all weather two track roads, ring roads	Lightly trafficked two track roads, link roads
Importance	Very Important	Important	Less important	Less important
Service level	High level of service	High level of service	Moderate level of service	Moderate to low level of service

Under Section 10, Effective Park Management there is an Infrastructure Management Programme that, in line with the needs highlighted through the stakeholder engagement processes, identify the management needs for the roads of MCNP. This will include identifying the status of the current roads (conditions, categories, access), as well as identifying the management needs and responsibilities associated with that.





Legend

Operational Infrastructure



Airstrip



Mabilingwe Military Base



Maleteni Staff Village



Pafuri Entry Gate

MCNP Access

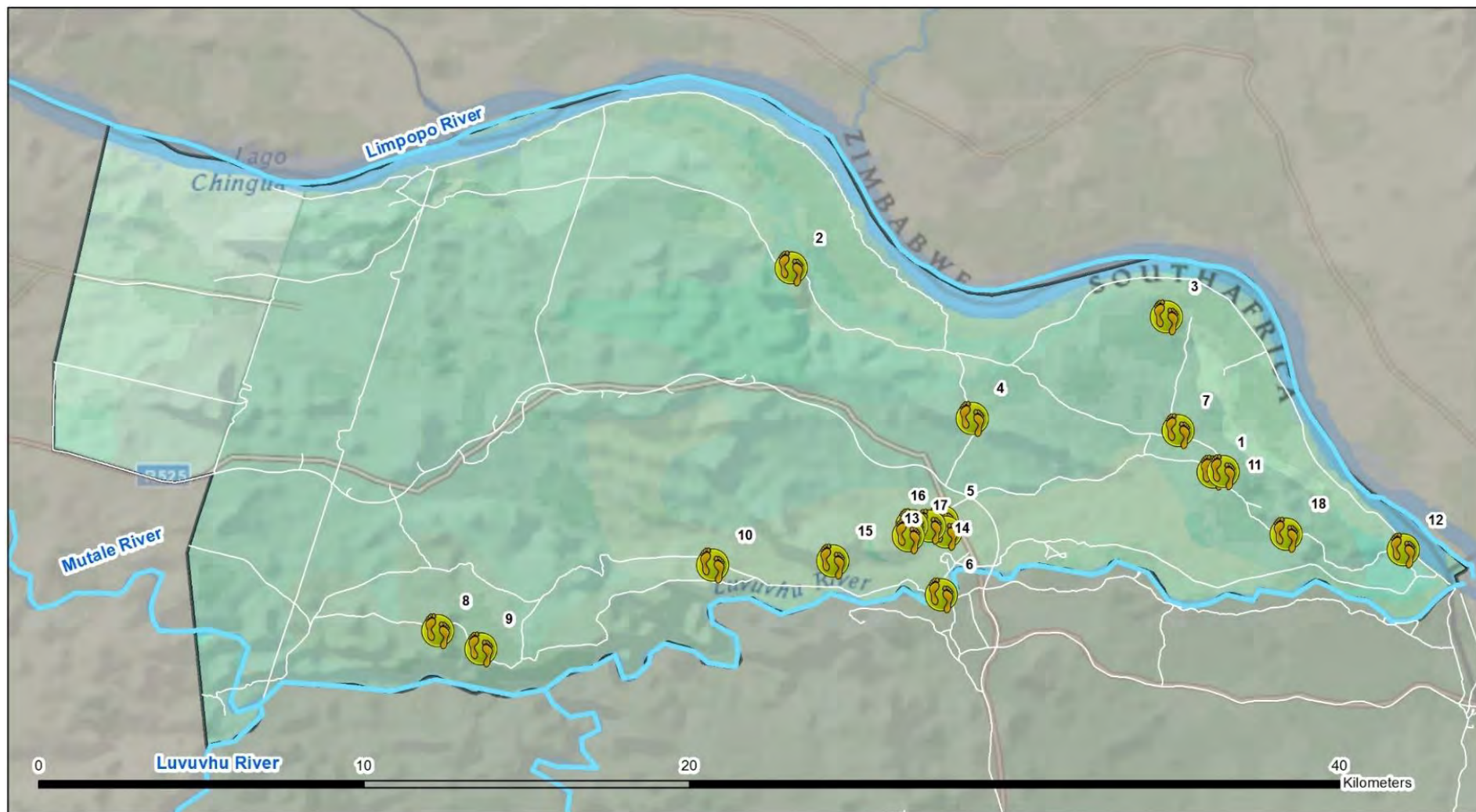
Staff and Concession Roads

Public Roads

Flight Corridor



Map 6: Operational Infrastructure



Legend



Makuleke Cultural Heritage Sites

No Cultural Heritage Site		No Cultural Heritage Site	
1	Buck Buchanan baobab tree	10	Iron Age ruins
2	Considine and Lumley camp	11	Khombo ruins
3	William Pye and Hendrik Hartman graves	12	John Fernandez Gwalala shop
4	Alex Thompson shop	13	Old bricks
5	John Fernandez Pafuri shop	14	Makuleke primary school
6	Bobemeni drift	15	Hutwini
7	Bvakenya Barnard memorial	16	Deku
8	Cave with clay pots	17	Shikinyakinya
9	Wild fig tree shelter rock art	18	Maceke



Map 7: MCNP Cultural Heritage Sites



7.2.2. AIRFIELDS AND FLIGHT CORRIDORS

Section 47 (2) of the NEM: PAA states that no aircraft may enter the park's airspace or make use of any airstrip or helipad without obtaining prior permission from park management. MCNP has one airfield which is utilised by SANParks for operational purposes as well as by concessionaires on occasion. It is located at:

- o Pafuri Airfield – S22 24'53", E031 12'46.73" (see Map 6)
- o Pafuri Helipad (used for operational purposes only) - S22° 41.0' 30.12", E031° 0.0' 58.32"

In line with commercialisation and tourism development strategies, opportunities for further utilisation of air travel for tourism related activities should be explored through engagement with the Makuleke Joint Management Board. This will have to be done in line with current air travel management protocols and standards for KNP, including Protocol for the operating conditions of use for Pafuri Airstrip.

7.2.3. ADMINISTRATION AND OTHER FACILITIES

All the facilities utilised for operational purposes enabling the MCNP to fulfil its' legal mandate are listed below:

- o Pafuri Gate – Entry gate into MCNP with through road to KNP (Pafuri – Punda Maria Road). The gate is managed by SANParks;
- o Mabilingwe military base used by SANDF before moving to Madimbo – Managed by CPA. Currently being utilised by Rangers and SANDF deployment to assist with safety and security operations;
- o Maleteni staff village – Managed by CPA. Currently unoccupied because of COVID regulations but normally utilised by Biodiversity Social Projects teams working in the MCNP and partially utilised by Return Africa for staff;

Currently there is no office space in the MCNP for the Park Co-ordinator or other staff.

7.3. VISITOR FACILITIES, ACCOMMODATION AND ACTIVITIES

Currently all commercial visitor facilities and accommodation are managed by concessionaires. For the purposes of this management plan, commercial activities include all income-generating facilities, products and services offered. Commercial aspects are managed through a relationship between concessionaires and the Makuleke CPA. There are currently three concession operators in the MCNP offering different products. Visitor bed nights are capped at 200 for the MCNP as per the Settlement Agreement.

The three operating concessionaires are:

- o The Outpost which offers luxury safaris and activities;
- o Return Africa which offers luxury safaris and activities;
- o EcoTraining which currently runs a ranger and guide training facility.

Below a table indicating all visitor facilities.



Table 7: MCNP Concessionaire Visitor Facilities²

Concession	Accommodation	Service offering and activities	Units	Guest Beds	Staff Beds
The Outpost	The Outpost	Luxury safari experience on hill overlooking Luvuvhu with safari based activities.	12	24	44
The Outpost	Pels Post	Exclusive luxury safari experience on hill overlooking Luvuvhu with safari-based activities.	4	8	3
EcoTraining	EcoTraining Main Camp	On site safari and wildlife training facility.	10	20	7
Return Africa	Pafuri Camp	Luxury tented safari along the Luvuvhu River.	19	52 (can expand to 54)	65
Return Africa	Baobab Hill House	Private luxury safari experience utilising historic ranger's home.	1	8 (can expand to 10)	3
Return Africa	Nkula Walking Safaris	Guided walking safari with tented accommodation.	4	8	5
Return Africa	Hutwini Walking Safaris	Guided walking safari with tented accommodation.	4	8	5
Return Africa	Luvuvhu River Camp	Private syndicated camp	6	14	6

This section will be reviewed, based on contracts, the CDF and as per feedback from the MCNP Park Co-ordinator and Section Ranger as documented by the JMB.

7.3.1. ACTIVITIES

There are various income generating activities available in the MCNP that are currently run by the concessionaires:

- Guided walks;
- Historical and cultural tours;
- Birding;
- Eco-trails;
- Training;
- Educational outreaches;
- Guided game drives;
- Guided walks;
- Mountain bike trails and events;
- Walking trails;
- Events such as weddings;
- Research and related activities.

7.4. CULTURAL HERITAGE SITES

MCNP has an incredibly rich cultural heritage and diversity. These sites are all listed in the below table and are spatially represented in Map 7. Prioritisation of cultural heritage experiences to supplement the current wildlife and nature-based tourism activities has been prioritized. The below table indicates that all the relevant potential cultural heritage tourism sites are zoned for the implementation of relevant activities. The list of cultural heritage sites was informed by a cultural and heritage survey undertaken by a relevant professional in 2021 and is not exhaustive. The

² Information Captured from personal interviews between the Sectional Ranger and Concessionaires, however this section is still under review.



Cultural Heritage Programme, as per Section 10 of this Management Plan, explores further actions required around identifying and managing the cultural and heritage resources of the MCNP.

Table 8: Cultural heritage sites available in the park with tourism potential

No	Cultural Heritage Site	Zone
1	Buck Buchanan baobab tree	Primitive
2	Considine and Lumley camp	Primitive
3	William Pye and Hendrik Hartman graves	Remote
4	Alex Thompson shop	Primitive
5	John Fernandez Pafuri shop	Primitive
6	Bobemeni Drift	Primitive
7	Bvakenya Barnard memorial	Primitive
8	Cave with clay pots	Primitive
9	Wild fig tree shelter rock art	Primitive
10	Iron Age ruins	Primitive
11	Khombo ruins	Primitive
12	John Fernandez Gwalala shop	Primitive
13	Old bricks	Primitive
14	Makuleke Primary School	Primitive
15	Hutwini	Primitive
16	Deku	Primitive
17	Shikinyakinya	Primitive
18	Maceke	Primitive

7.5. COMMUNITY USE

The Makuleke CPA is the resituated landowner of MCNP. In line with improving the access and beneficiation by Makuleke CPA and community member, improved access and visitation to the park should be explored through the JMB. Activities that needs to be explored should be based on the below needs:

- **Cultural:** To perform rituals at ancestral sites;
- **Spiritual:** Mountains, boulders and hot springs are associated with spiritual powers - communities visit these sites to pray and pay respect;
- **Resource-use:** To harvest and collect natural resources as per the SANParks protocols and policies and the Settlement Agreement (Annexure A);
- **Education and awareness:** To learn more about certain plant and animal species that are associated with their totems and improving their general knowledge.

7.6. MINING

Other than gravel pits and river sand abstraction used for maintenance purposes, there is no commercial mining taking place in the park. No mining rights / permits have been issued on park property. As per NEM: PAA no mining is allowed in MCNP. All gravel pits and river sand abstraction needs to be approved through the JMB and adhere to other legislative triggers such as environmental authorisations.

7.7. SERVITUDES

There are no servitudes in the park.



SECTION 8: CONSOLIDATION & EXPANSION STRATEGY

The consolidation and expansion of protected areas is a national priority and a standardised focus for inclusion into management plans. The priorities are based on the needs of the protected area and national and international level priorities. These include several objectives within the Convention for Biodiversity and national objective SO1.1 of the National Biodiversity Strategy and Action Plan (NBSAP). MCNP forms part of the GLTFCA and the GLTFCA Co-operative Agreement that prioritises increased consolidation of the management of priority protected areas forming part of the Greater Kruger Open System (see Map 1). For the Kruger National Park Management Plan in 2018, a spatial analysis identified priorities for land expansion and consolidation for the entire KNP, including MCNP. It focussed on identifying integrated priority areas for land inclusion adjacent to the park based on the following aspects:

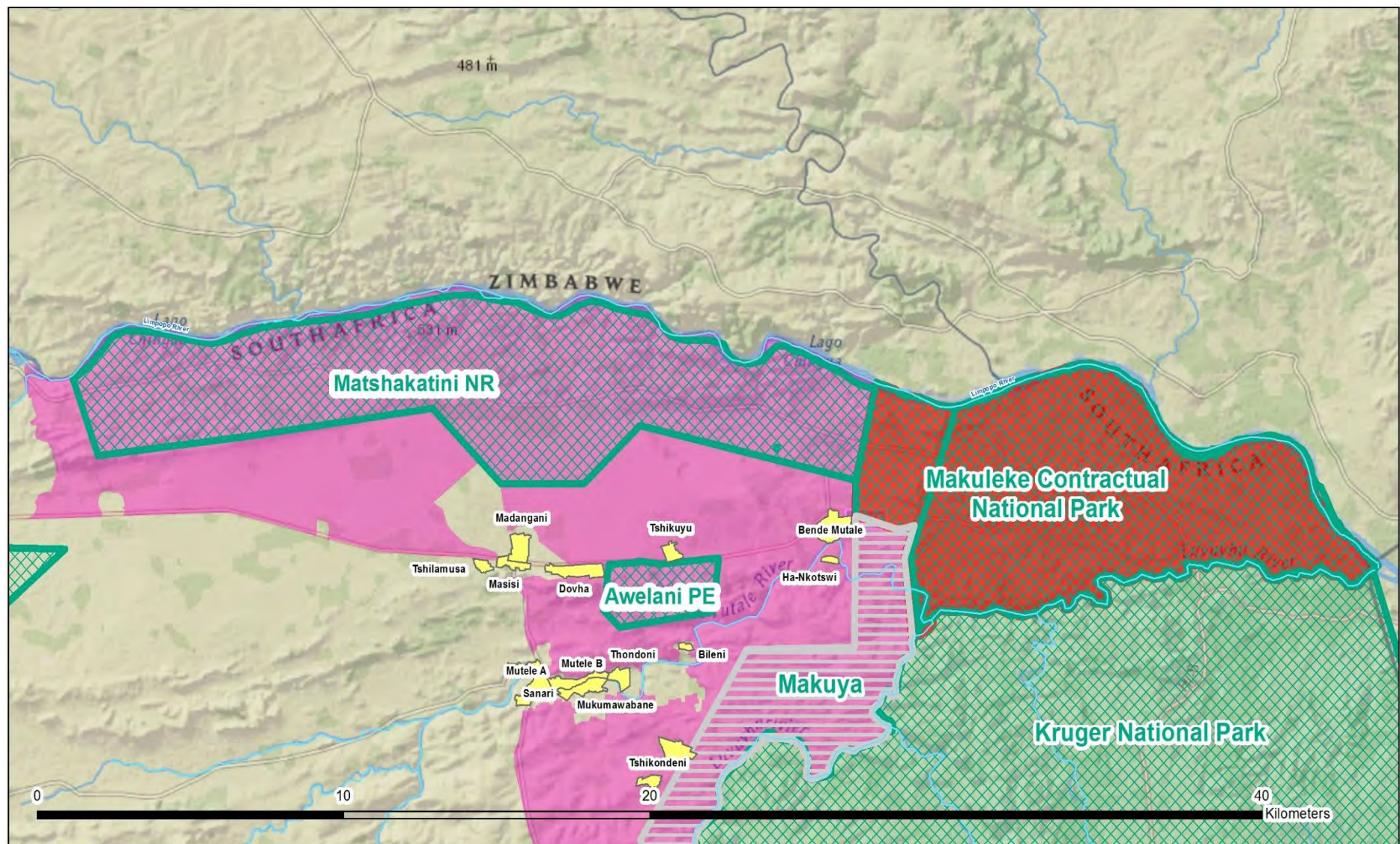
- The National Protected Area Expansion Strategy (2016);
- Critical Biodiversity Areas;
- Viewshed protection;
- Priority catchments;
- Landscape connectivity (for ecological; ecosystem flow and climate change adaptation purposes);
- Land use status;
- Unlocking of socio-economic opportunities.

The layers collectively form integrated spatial priorities for the land consolidation, park expansion and buffer / integrated land use zone approach (Map 8). The map highlights that on the South African side, Makuleke is surrounded by various communities and protected areas. The Madimbo corridor (Matshakatini NR area) was highlighted because of its linkage to MCNP through the Limpopo river system and associated wetlands around it. To the south west areas were highlighted that form part of the start of the Soutpansberg Corridor. For MCNP however, traditional expansion opportunities will be limited due to the fact that it is already surrounded by various protected areas. The Kruger National Park borders Makuleke to the south along the Luvuvhu River. Matshakatini Nature Reserve to the west, it is currently being occupied by the South African National Defence Force (SANDF). To the southwest is Makuya Nature Reserve, an informal conservation area with the Limpopo Department of Economic Development, Environment and Tourism (LEDET) as assigned Management Authority. LEDET has entered into a Co-management Agreement with the Makuya, Mphaphuli and Mutele Traditional Authorities. Awelani Protected Environment is also situated to the west of MCNP. To the north the MCNP is bordered by Zimbabwe and to the east, Mozambique, Limpopo National Park. Opportunities for closer alignment with adjacent protected/conservation areas should be pursued through improved collective management approaches. Further management consolidation opportunities should be explored in line with the GLTFCA across the borders with Zimbabwe and Mozambique, and on the South African side, linking to SANParks and the implementation of its extensive expansion and land inclusion strategy should be pursued. SANParks is pursuing opportunities through a range of contractual and co-operative conservation arrangements in partnership with the Provincial conservation authorities, private and community owners / land



right users, within the enabling GLTP Treaty and GLTFCA arrangements. Central to the regularisation and management of conservation areas party to the GLTFCA Co-operative Arrangement (2018) guided by the standardised GLTFCA “Norms and standards” as per legislative National frameworks of respective GLTFCA countries (South Africa, Mozambique, Zimbabwe), “best practice” guidelines and incentive frameworks.





Legend

- Makuleke Contractual National Park
- Formal Protected Areas
- Informal Protected Areas
- KNP Land Use Buffer and Park Expansion
- Local Communities



Map 8: Regional context and priority buffer areas



SECTION 9: CONCEPT DEVELOPMENT PLAN

This section sets out the concept development plan.

Tourism development plays a significant role in the success and sustainability of MCNP. Tourism is currently being managed through the provision of various tourism products by three concessionaires. As part of this Management Plan there is an exploration of the current tourism products and how these can be improved on. Development in the MCNP is being managed by the Makuleke JMB, as per the Makuleke Settlement Agreement. The Settlement Agreement, in combination with the Zonation and CDP Chapter from the 2018 Kruger National Park Management Plan.

Further exploration of tourism products is currently being pursued. This will inform long term development processes going forward. It must be stated that development is not considered lightly and will only be embarked on to meet operational needs or income generating opportunities. All development must be conducted in a responsible and sustainable manner that takes into consideration ecological sensitivities. Furthermore, visitor experience and management should also play an important role in guiding where development should take place or not. These developments will have to go through relevant environmental legislation processes and have to be aligned to the zonation plan of the MCNP and in line with the MCNP Settlement Agreement³. Approval of any new developments will have to go through the Makuleke Joint Management Board for final approval before commencing. Below is a figure explaining the development decision framework.

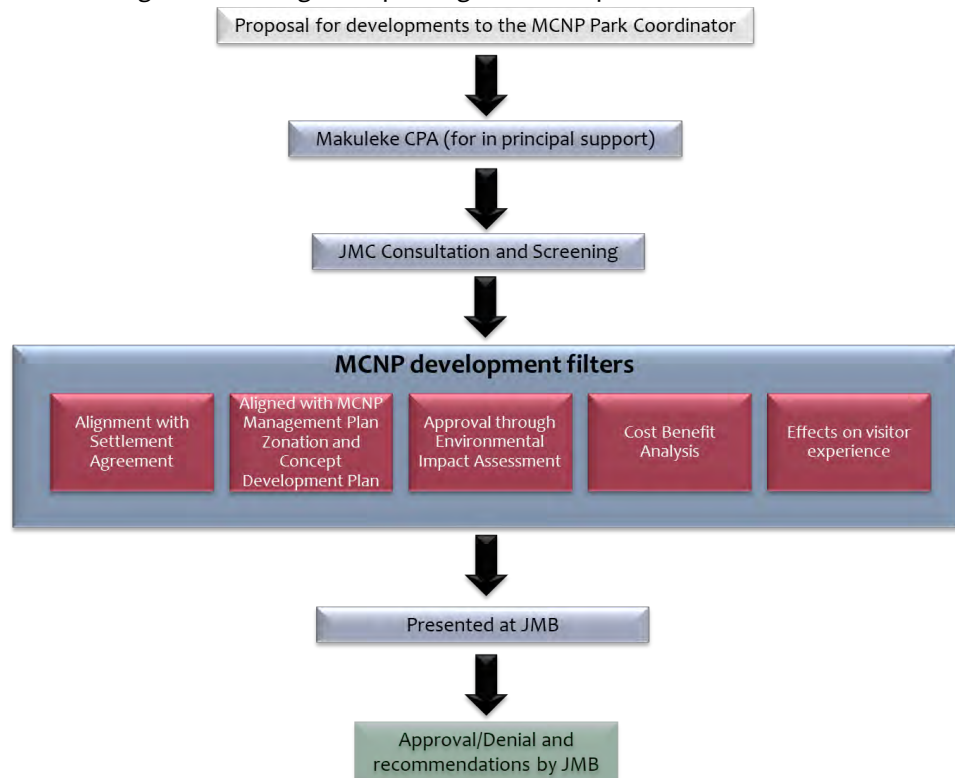


Figure 7: Makuleke Development and Activity Decision Making Framework¹

³ See Section 31.2



9.1. DEVELOPMENT NODES

The primary development nodes remain the main concession camps as well as the Pafuri Gate, with less potential for expansion in other areas based on zonation. The primary development node follows the public road that comes from KNP across the Luvuvhu River bridge in the south, heading in a northerly and then westerly direction. There is an area north of the Pafuri Gate that has also been highlighted for potential development in the future based on location and existing infrastructure. This area is currently predominantly zoned as primitive and as such activities will have to align with this zonation until the KNP Zonation (which includes MCNP) is reviewed and updated through their next management plan, due in 2028. For future expansion development nodes should avoid areas of high sensitivity or where zonation does not align with proposed developments as this will impact on biodiversity, ecological function and the sense of place of MCNP. From a responsible development and resource use perspective, green building methods, energy efficiency technology and water savings measures should be implemented and monitored for both existing and new infrastructure. Reference should be made to the Generic Environmental Management Programme for Construction and Maintenance Activities in the Pafuri-Makuleke Region: Kruger National Park to help guide responsible development activities.

9.2. COMMUNICATION ROUTES

Communication needs to be improved in the MCNP, including telephone, data network, Wi-Fi and cellular access. Improvements in communications will help support the daily reserve management operations and improve the tourism related service offerings.

9.3. SERVICE SUPPLY ROUTES

No new service routes by road are being explored but in order to improve access for tourism purposes there are discussions to improve air access to MCNP through the Makuleke airstrip. If the need for further service routes enhancements emerges it will be addressed through the JMB and JMC.

9.4. OPERATIONAL INFRASTRUCTURE AND ADMINISTRATION FACILITY DEVELOPMENT PROPOSALS

The facilities set out in the Table below are currently being utilised for park management functions, primarily administrative and operational park management functions.

Table 9: Operational infrastructure and administration facility development proposals⁴

Infrastructure	Status	Zone	Authority
Pafuri Gate	Operational	High Intensity Leisure	SANParks
Maleteni Staff Village	Operational	High Intensity Leisure	Makuleke CPA
Management Roads	Operational	HIL; LIL; Primitive	SANParks
Makuleke Airstrip	Operational	High Intensity Leisure	Makuleke CPA
Mabilingwe Military Base	Operational	Primitive	Makuleke CPA

Roads used strictly for management purposes are the responsibility of SANParks but maintenance and management agreements with an appropriate cost benefit



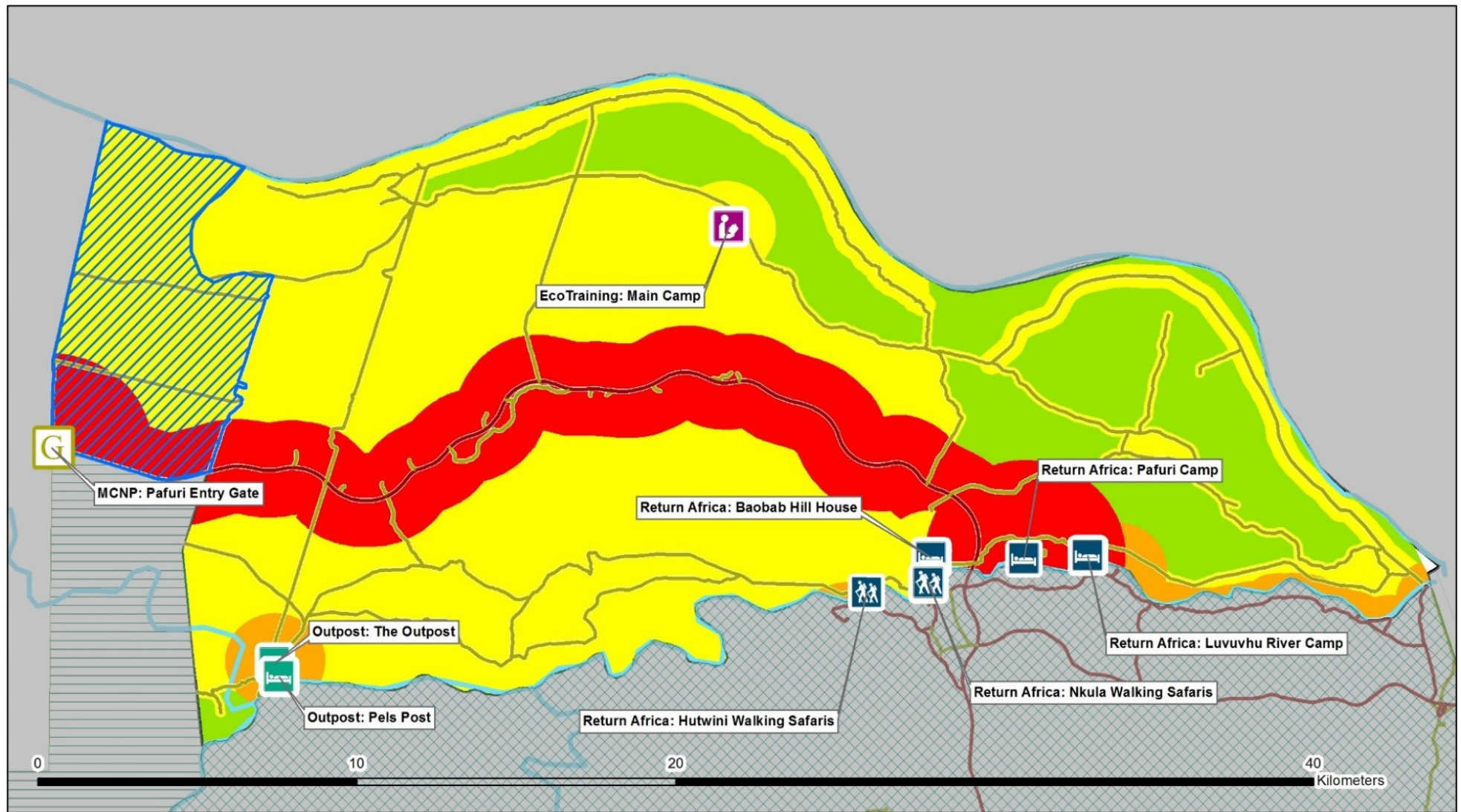
analysis needs to be explored for roads that is used for management and tourism purposes. Operations are underway to explore developing revenue generating activities around Mabilingwe Military Base.

No new administrative, operational infrastructure or facility development plans were highlighted during the development of the MCNP Management Plan. If new proposals emerge they will need to follow the process highlighted under Section 9.2.

9.5. COMMERCIAL TOURISM FACILITIES AND ACTIVITIES

These are a limited number of commercial activities and/or products that could be developed in the park, or those currently in operation could be expanded / upgraded in order to improve the tourism experience. All proposed opportunities will be individually investigated and the priority determined based on feasibility, impacts and income potential. Following these studies, identified opportunities may be excluded from potential development. There may be opportunities for development that are excluded as they are considered unlikely to be developed within the term of this plan. However, should the market change or a third party present an opportunity, products may be considered based on the agreed terms and locations, as per decision by the JMB to which any expansion of current facilities and activities, as well as new opportunities, needs to be brought. In MCNP all commercial tourism facilities and tourism facilities are currently being managed by concessionaires, apart from the Pafuri Gate, which is managed by SANParks.

The Makuleke Business Plan will emerge as output from the MCNP Management Plan development process which will highlight opportunities and priorities based on market opportunities and the priorities of the Makuleke CPA. In the table below some preliminary opportunities as informed by the Business Case, have been highlighted. These activities will focus on improving the revenue streams generated by the MCNP for the management of the park, as well as beneficiation of the Makuleke CPA and community. A particular highlight is the development of cultural heritage tourism as it was highlighted as highly important for the Makuleke people during the MCNP Management Plan engagements with the Makuleke CPA. Activities will need to take place within the framework of the MCNP development filters and process as highlighted under Section 9.2. When developments do take place the MCNP Sensitivity and Zonation Map will need to be referenced (Map 3 & Map 4) as large parts of the Makuleke consist of highly sensitive areas, especially along the areas north of the Luvuvhu and south of the Limpopo, including some threatened ecosystems such as Lowveld Riverine Forests, the RAMSAR wetland sites and other hotspots.



Legend

Makuleke Zonation MCNP Access

- High Intensity Leisure
- Low Intensity Leisure
- Primitive
- Remote
- Wilderness
- Staff and Concession Roads
- Public Roads

Proposed new development node

- New tourism Infrastructure Focus Area

MCNP Zonation	Hectares	Percentage of MCNP
High Intensity Leisure	4592	20%
Low Intensity Leisure	576	3%
Primitive	13698	60%
Remote	3915	17%
Wilderness	0	0%



Map 9: Zonation and Priority Development Areas



Table 10: Proposed tourism activity and facility development in the park

Activities and developments	Status	Zone
Transfrontier cross boundary access	Non-existent	To be determined
Cultural heritage tourism	Limited implementation	To be determined
Mountain biking events	Non-existent	To be determined
Hiking trails	Existent but potential for expansion	To be determined
Sleep out platforms	Limited implementation	To be determined
Community picnic spot	Non-existent	To be determined
Commercial filming and marketing events	Non-existent	To be determined
Development of training facility	Non-existent	To be determined

The MCNP section north of the Pafuri Gate has been earmarked as a future development node. This area should be earmarked as an addition to the current development corridor/node stretching along the Pafuri/Punda Maria road. This is based on the following criteria:

- It avoids ecologically sensitive areas and threatened vegetation types;
- It reduces the needs for excessive infrastructure development;
- Its alignment with zonation;
- Ease of access to this section;
- Mitigation of impacts on sense of place and current tourism operations.

Development intensive endeavours such as Transfrontier cross boundary access, a community picnic spot and potential training facility should be earmarked for this location. The training facility or cross boundary access route could use existing infrastructure such as Mabilingwe which would also generate additional income for the MCNP and Makuleke CPA. Please refer to Map 9 to see the broad focus area proposed as a new development node.



SECTION 10: STRATEGIC PLAN

Sections 3, 4 and 5 of this plan outline the policy framework, the consultation process and vision, mission and high-level objectives for the park. In this section the high-level objectives of the park are unpacked into lower-level objectives and sub-objectives and finally into operational actions. In this way, decision-making, even at the operational level, can be linked back to the core values and inputs from stakeholders on whom they have been based. This approach conforms to the requirements of the NEM: PAA and the NEM: BA, SANParks policy and ratified international conventions. Programmes of implementation, developed as outlined above, form the strategic plan for this planning cycle and are arranged under the following headings:

1. Regional Integration
2. Biodiversity Conservation
3. "Wildness" Wild and Distinctive Landscapes
4. Responsible Tourism and Sustainable Business Practices
5. Cultural Heritage Management
6. Socio-Economic Development
7. Effective Park Management
8. Stakeholder Relationships

Each programme is presented as follows:

- **Programme name:** A name describing the programme.
- **Background:** Overview of intent, guiding principles, description, outcome, research and monitoring and risk (all where applicable);
- **Tables:** Outline of objectives, initiatives and management actions within the scope of the objective with an indication if the programme is once-off, continuing or conditional on the availability of resources. These tables have the following headings:
 - **Objectives:** The various objectives derived from the hierarchy of objectives, which make up each programme;
 - **Actions:** The actions necessary to achieve the objective;
 - **Responsibility:** The SANParks person, section, department, division or unit responsible for implementing the action;
 - **Portfolio of evidence (POE):** Proof whereby the achievement of the objective can be evaluated;
 - **Timeframe:** An indication of when the action is likely to be completed (indicated by year in the planning cycle); and
 - **References:** References to relevant programmes, lower level plans (LLPs) or other documents.

In most cases a detailed LLP supports the individual programmes. These LLPs could be reviewed on a frequent basis depending on the changing circumstances and requirements. The commitments outlined in the various programmes under section 10 are aligned with the performance management system of the operational staff. Progress and impact will be tracked, and the work plan will be reviewed annually to prioritise implementation activities, to be responsive to emerging matters and to inform the risk response strategy.

This section provides a strategic plan with programmes, objectives and activities with cost estimates. Monitoring and evaluation are integrated into the actions.

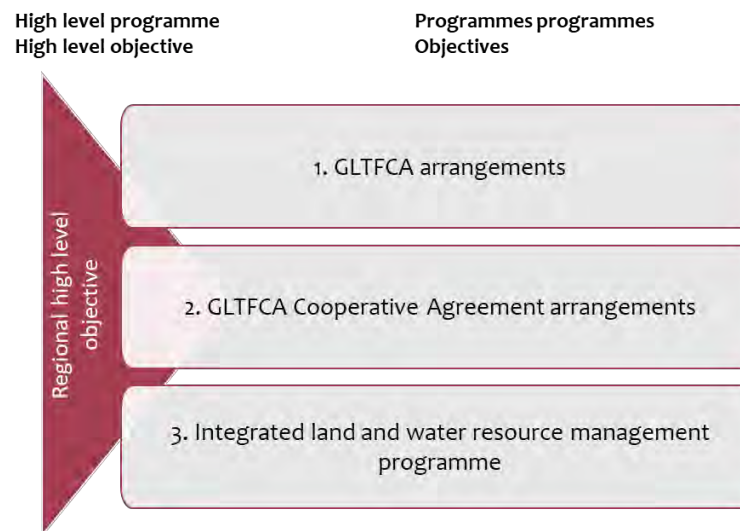


10.1.1. Regional integration

The Regional integration programme promotes resilient regional outcomes across boundaries and catchments, through enabling institutional arrangements and co-operative support to Transfrontier and bioregional programmes, growing a conservation domain through contractual and co-operative landscape planning and management, for sustainable benefits, socio-economic upliftment of communities and peace and stability in the region. Such integrated partnership approaches need to be guided by consistent and transparent guidelines, enabled by the legal framework, operationalised through simply Protocols and Standard Operating Procedures, with the Great Limpopo Transfrontier Conservation (GLTFCA), UNESCO Vhembe Man and Biosphere Reserve; relevant international, national, provincial and local government structures; non-governmental organisations, and adjacent land right users.

The Regional integration programme will be implemented through three sub-programmes:

- The GLTFCA transboundary programme (GLTP Treaty, 2002), relevant to matters pertaining to Mozambique, Zimbabwe and the tri-lateral GLTFCA Joint Management Board (JMB) programmes.
- The GLTFCA Cooperative agreement programme (2018), relevant to the open Greater Kruger protected areas programme.
- The Integrated land and water resource management programmes, and partnership arrangements for areas bordering the Makuleke Contractual Park.



10.1.1.1. GLTFCA Transboundary sub-programme

The Great Limpopo Transfrontier Park (GLTP) project is a joint initiative between Mozambique, South Africa and Zimbabwe to establish a transboundary conservation area between the 3 countries involved. An International Treaty for the establishment of the GLTP was signed by the Heads of State of Mozambique,



South Africa and Zimbabwe on 9 December 2002 in Xai-Xai, Mozambique. The Treaty provides for the establishment of the Great Limpopo Transfrontier Park as the core area, followed by the establishment of the broader Great Limpopo Transfrontier Conservation Area (GLTFCA), which is defined, as “the area adjacent to the Transfrontier Park, comprising compatible conservation areas but not lending itself to formal integration with the Transfrontier Park, shall be managed as a Transfrontier Conservation Area”. This process was initiated in 2017 with the establishment of the Greater Libombos Conservancy, which is the first privately managed area that has been formally added to the GLTFCA by the Government of Mozambique in terms of the Treaty signed by the Heads of State in 2002.

The strategic objectives of the GLTP & GLTFCA as set out in the International Treaty are as follows:

- a. Foster transnational collaboration and co-operation among the parties which will facilitate effective ecosystem management in the area comprising the GLTP;
- b. Promote alliances in the management of biological natural resources by encouraging socio-economic and other partnerships among the parties including private sector, local communities and Non-Government Organisations;
- c. Enhance ecosystem integrity and natural ecological processes by harmonising environmental management procedures across international boundaries and strive 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 ecotourism 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.

The current institutional arrangements are guided by the International Treaty and include the following:

- o The top governance structure is a Trilateral Ministerial Committee, which provides political and policy guidance to a JMB;
- o The Joint Management Board (JMB) in turn translates the political and policy directives into operational guidelines, programmes and action plans, and supervises their implementation through four geographically focussed Joint Park Management Committees;
- o The principle of rotational chairmanship is established for the Ministerial Committee, the Joint Management Board and Co-ordinating Party; and
- o The principle of decision-making by consensus is entrenched.

Based on the objectives of the Treaty, the GLTFCA Joint Management Board has structured the further implementation and management of the 3 Partner Country initiative along the following programmes:

- o Conservation and wildlife management
- o Security and wildlife protection
- o Land use planning and management
- o Responsible tourism
- o Socio-economic development
- o Improved land and air access



- o Integrated water resource and freshwater ecosystems management
- o Marketing, communication and awareness raising
- o Joint training, learning and skills development
- o Governance and administration

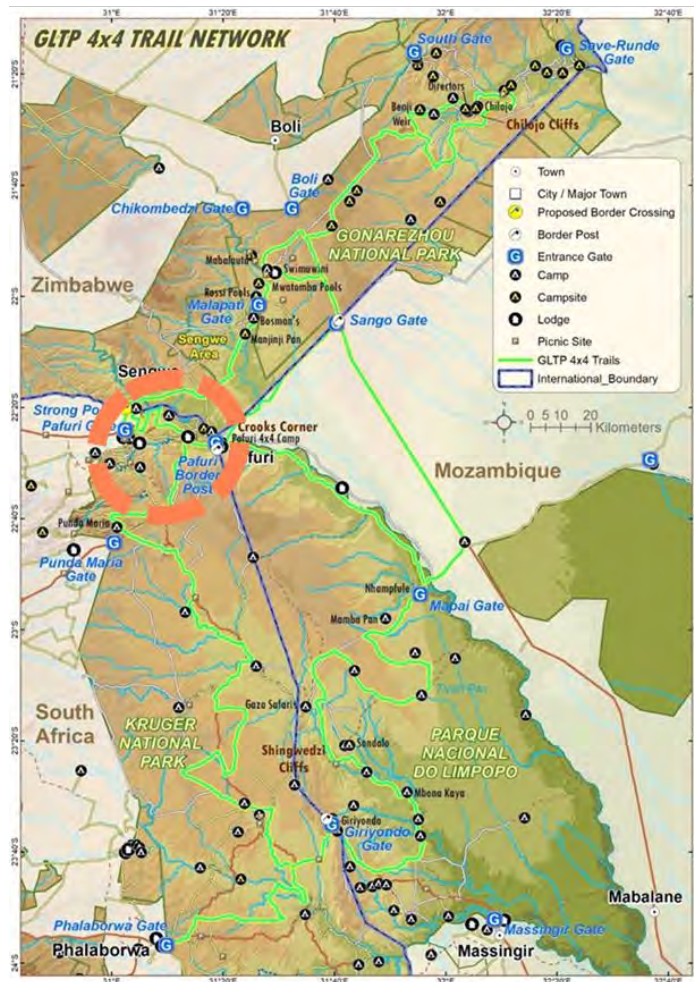
The GLTFCA JMB will seek to develop the Joint Strategic Management Plan (JSMP) to cohesively guide the GLTFCA Programme implementation over the next 10-years, inclusive of all three countries party to the GLTP Treaty (2002). This plan, which will be developed through a participatory planning process, will serve as a directional document in respect of:

- o Alignment of constituent component plans;
- o Functional and effective institutional arrangements;
- o Defining the extent of both the GLTP and the broader GLTFCA;
- o Sustainable financing for joint and cooperative actions;
- o Synergies between the legislation and policies utilised by the partner countries yet cognisant of the sovereignty of the individual countries;
- o Sustaining and restoring the ecosystem integrity of the GLTP and GLTFCA;
- o Setting out possible climate change adaptation strategies;
- o Integrated management and implementation of issues of joint interest and mutual impact;
- o Monitoring and evaluation of the further development and on-going management of the GLTFCA;
- o Implementation of joint development strategies, plans and programmes;
- o Scientific research objectives, policies and protocols; and
- o Providing benefits to the region and its people.

The GLTFCA is recognised as a significant conservation initiative with the aim to establish a large conservation and wildlife area not only through the integration of vast landscapes and re-connecting ecological systems, but also through the development of cross-border tourism linkages. In order to link the Makuleke Contractual Park and the northern KNP with Gonarezhou National Park in Zimbabwe, mechanisms to enable tourists to cross the Limpopo River are being investigated. To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Spatial focus

Zimbabwe, Mozambique



Thematic programmes

1. GLTFCA TRANSBOUNDARY PROGRAMME

Conservation and wildlife management

Security and wildlife protection

Land use planning and management

Responsible Tourism

Socio-economic Development

Improved land and air access

Integrated water resource and freshwater ecosystems management

Marketing, communication and awareness raising

Joint training, learning and skills development

Governance and administration



Table 11: RI - GLTFCA Transboundary sub-programme

REGIONAL INTEGRATION PROGRAMME					
GLTFCA TRANSBOUNDARY SUB-PROGRAMME					
High-level objective: To promote responsible regional conservation and socio-economic integration and shared benefits across boundaries, through a range of enabling contractual and cooperative arrangements.					
Objective: To secure and improve ecosystem processes and socio-economic outcomes through enabling GLTFCA arrangements with Zimbabwe and Mozambique.					
Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
To review, develop and implement GLTFCA programmes, through enabling institutional arrangements within the broader Pafuri node.	Support the implementation of the GLTFCA Institutional Reform Strategy.	MPC, SRI, RS, CM, SET, Tourism, BDU	Strategy Reports	Determined by GLTFCA JMB	GLTFCA Institutional Reform Strategy
	Participate in the review and/or implementation of the GLTFCA thematic Programmes, as and when required.		GLTFCA Programmes	Determined by GLTFCA JMB	GLTFCA Work plan
	Participate in the GLTFCA Pafuri nodal committee processes, not limited to the Pafuri-Sengwe CDF, -Joint Security Plan.		GLTFCA Pafuri Nodal plans	Determined by GLTFCA JMB	GLTFCA Committee TORs
	Assess and support the implementation of cross-border products, guided by the legal framework, socio-economic and ecological considerations.		Project proposals	Pending funding	
	Implement more efficient and aligned institutional arrangements between the Makuleke Contractual Park and GLTFCA governance structures.		Governance report	Determined by GLTFCA JMB	
	To monitor, evaluate and report on the implementation progress of the GLTFCA Transboundary sub-programme.		Reports	Annually	

10.1.2. GLTFCA Co-operative Agreement sub-programme

Protected areas are important land uses that secure biodiversity, restore and connect landscapes and sustain ecosystems services for improved human well-being. Understanding, and more critically, strengthening governance arrangements at multiple levels, as well as improving Protected area management effectiveness at individual level, landscape and TFCA protected area network level, requires robust Protected area designs, arrangements and evaluations of whether the actions, management systems and processes are delivering on the individual Protected area and broader landscape outcomes.

The Great Limpopo Transfrontier Conservation Area (GLTFCA, GLTP Treaty 2002) seeks to pursue strengthened institutional collaboration through partnering with community, private and state entities for improved environmental, socio-economic and safety and security outcomes. The GLTFCA Co-



operative Agreement (2018) was signed between 14 private, state and community Protected areas on the South African side of the GLTFCA, open on the western boundary of Kruger National Park, with one more entity having joined in 2021, and further community land being included into the Greater Kruger Protected area footprint. The purpose of the agreement is to:

1. Address risks associated with a variety of entities, with different legal statuses, business models and management approaches being part of a single open system that constitutes a landscape-level conservation initiative.
2. Engender co-operation and collaboration in areas of common interest that include ecological management, socio-economic beneficiation and safety and security.
3. Capitalise on opportunities that exist within the collective that include joint buying-power, lobbying for reasonable legislative and policy changes as part of a collective, joint destination marketing and collective socio-economic beneficiation that efficiently maximises the benefits of the GLTFCA.

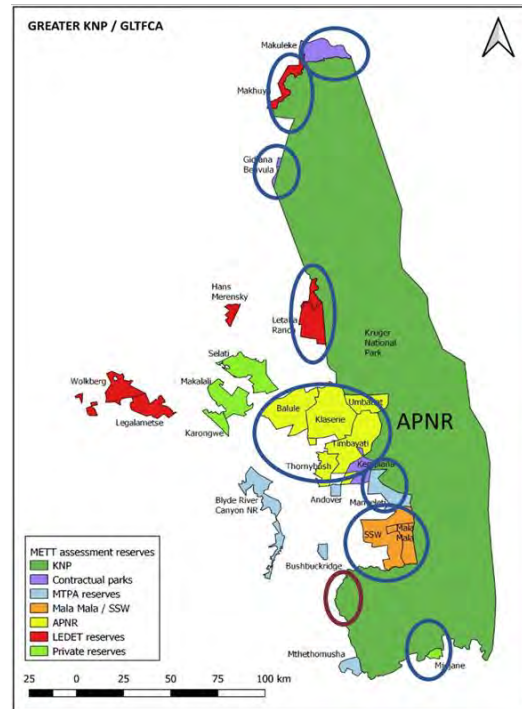
Within this context, the GLTFCA Co-operative Agreement seeks to address the following:

- o The legal protected area status of the areas that form the open system of the GLTP, which focus on ensuring that land in South Africa is protected in terms of the National Environmental Management: Protected Areas Act (NEM: PAA), with a primary focus on national parks, nature reserves and protected environments.
- o The governance of the entities that constitute the GLTFCA-Greater Kruger protected area network, ensuring that there are appropriate institutional structures in place that enable effective protected area management, resourcing and oversight of the individual protected areas and network as collective.
- o A landscape-level approach to the management of key ecological issues that impact on individual protected areas and the entire open system, which would include issues such as water management, key species management, the ecological application of fire, bush encroachment and invasive alien plant control.
- o The socio-economic benefits of the GLTFCA, which focus on the benefits to the regional and national economies, and socio-economic benefits to the communities within the GLTFCA related to issues such as poverty alleviation, job creation and the development of local capacity.
- o Safety and security within the GLTFCA, with a strong focus on wildlife crime and the ability to co-operate and collaborate in addressing joint concerns related to safety and security.
- o The future inclusion of land into the open system of the GLTP, ensuring that such inclusions do not pose a risk to individual protected areas and the open system in general, and that the ecological and socio-economic benefits of such inclusions are clearly defined and understood.

The GLTFCA Co-operative Agreement is therefore essential to ensure a uniform framework for the protection, management and socio-economic beneficiation of the western boundary, Greater Kruger open system of the GLTP.



Current signatories



Management pillars

2. GLTFCA Cooperative Agreement arrangements

Governance and land use

Conservation

Safety and security

Socio-economic

Land inclusion

To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 12: RI - GLTFCA Cooperative Agreements sub-programme

REGIONAL INTEGRATION PROGRAMME						
GLTFCA COOPERATIVE ARRANGEMENTS SUB-PROGRAMME						
High-level objective: To promote responsible regional conservation and socio-economic integration and shared benefits across boundaries, through a range of enabling contractual and co-operative arrangements.						
Objective: To promote good and accountable co-operative governance within the open Greater Kruger protected and conservation area network.						
Sub-objective	Actions	Responsibility	POE	Timeframe	Reference	



REGIONAL INTEGRATION PROGRAMME					
GLTFCA COOPERATIVE ARRANGEMENTS SUB-PROGRAMME					
High-level objective: To promote responsible regional conservation and socio-economic integration and shared benefits across boundaries, through a range of enabling contractual and co-operative arrangements.					
To review, develop and implement the GLTFCA Co-operative agreement arrangements.	Participate in the GLTFCA Joint Management Committee and the implementation of JMC resolutions	MPC, SRI, RS, CM, SET, Tourism, BDU	JMC Charter	Quarterly meetings	GLTFCA Cooperative Agreement Work plan Charters JMC Instruments
	Participate in the broader Makuya-Makuleke—KNP Joint Operational committee arrangements and programmes.		JOC TOR	Quarterly meetings	
	Develop, implement and review actions as per annual work plan, for the thematic areas pertaining to governance, conservation, safety and security, socio-economic and land inclusion pillars.		Reports		
	Review the GLTFCA Co-operative Agreement, as per JMC instruction.		JMC and JOC work plans	Annual	
			JMC minutes	As required	
	To monitor, evaluate and report on the implementation progress of the GLFCA Co-operative agreement.		Reports Reports	Annually	

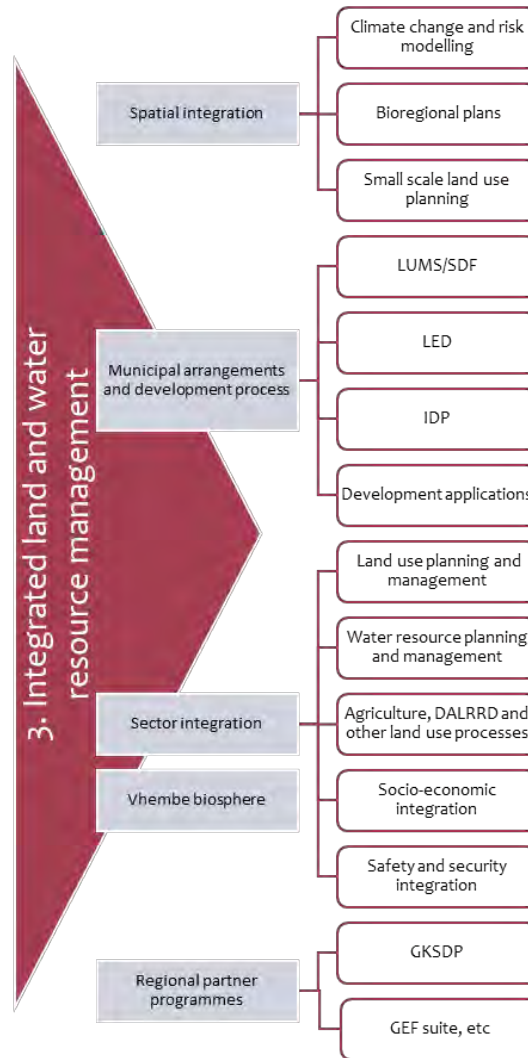
10.1.3. Integrated land use and water resource management sub-programme

The purpose of this programme is to implement multi-sectoral local and regional integrated development land and water resource planning and management for conservation compatible outcomes in areas bordering Makuleke Contractual National Park on the western boundary, by strengthening and enabling partnerships, in pursuit of sustainable environmental and socio-economic outcomes.



Sub-objectives

Key focus areas





The ecological landscape is a continuum between the Makuleke Contractual National Park and the surrounding landscape. The viability of the Makuleke Contractual National Park is thus dependent upon the extent to which the park and adjacent landscape is socially, economically, and ecologically integrated.

This allows the opportunity to Makuleke Contractual National Park to align the park's objectives with key priorities and processes within the adjacent land use area. This requires an alignment with the legislative and guiding frameworks such as the National Buffer Zone Strategy (Gazette Notice 102 of 2012); local and regional water and land use planning processes of municipalities; Department of Water and Sanitation; adjacent Traditional Authority land use development processes; sector integration and engagement especially with but not limited to DALRRD; the Department of Agriculture and the South African National Defence force; and strategic alliances with the UNESCO Vhembe Man and Biosphere Reserve, tertiary institutions, NGOs and CBOs.

The water resources of South Africa, which include both surface water within rivers, pans and wetlands and sub-surface in groundwater aquifers, are under the custodianship of the national Department of Water and Sanitation (DWS) which is responsible for implementing the National Water Act No. 32 of 1998 (NWA) and the principles of IWRM it embraces. Under the NWA, the Minister of DWS is required to implement the National Water Resources Strategy (NWRS) over a 5-year period. In 2017 the Republic of South Africa started implementing the 2nd edition of the NWRS. It is of particular relevance to the park as it makes provision to implement the Ecological Reserve, which specifies the flows of sufficient quantity and quality to ensure future and sustainable provision of ecosystem goods and services.

The Makuleke Contractual National Park recognises its position within the drainage landscape, being downstream of the larger catchment, and also being an upstream actor in these transboundary systems with Mozambique. The Makuleke Contractual National Park's position at the border with Mozambique and Zimbabwe provides a unique opportunity for cross-border co-operation particularly in terms of integrated operations of Transboundary Water Resources. It is imperative that the Makuleke Contractual Park, with the KNP, continually interacts with water resources management institutions to ensure that the beneficial uses of these water resources are maximised within the context of socio-ecological sustainability. This also has relevance to the formalisation of a productive integrated land-use zone (buffer) around the park.

The Makuleke Contractual National Park itself as a water user, aspires to be an example for the sustainable and equitable utilisation of water. Therefore, it is imperative that the park maintain sound monitoring of its abstraction data, so that it does not over abstract. Best practice approaches to decrease the per capita water uses, with the aim to within 250 l per person per day in the next 3 years (KNP Management Plan, 2019).

Lastly, having a broad understanding of the regional economy in which the Makuleke Contractual National Park is located and how it can be more integrated within this economy through conservation compatible practice and alliance, with increase in its contribution to development goals such as: economic participation, economic growth, local procurement, job creation, skills development, small business development and a low carbon economy, to name but a few. The park will, through its social and economic activities, contribute to the above-mentioned goals and community beneficiation in general, being a catalyst to strengthen such opportunities in a well-informed and responsible manner.

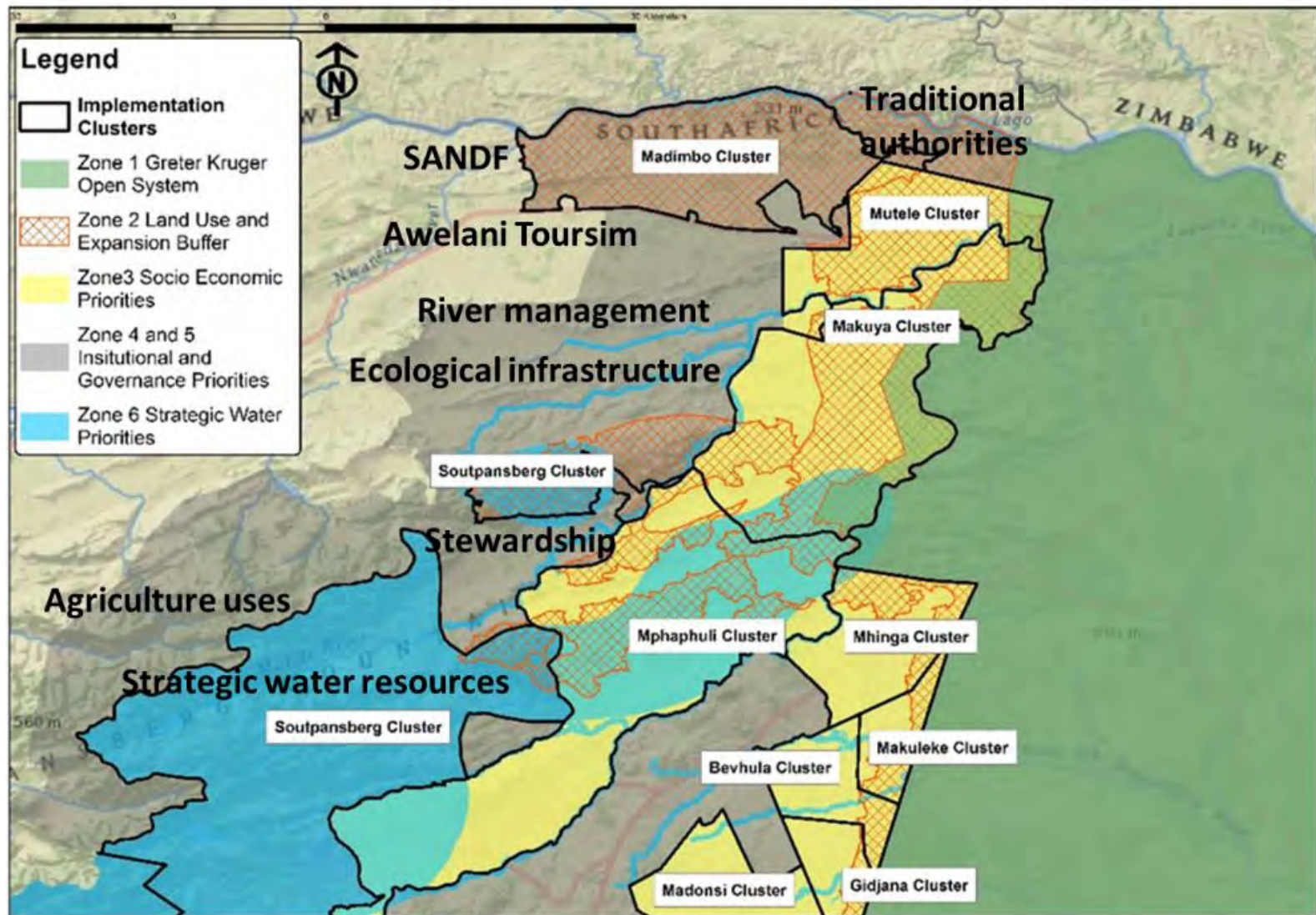


Figure 8: Integrated land and water resource management planning and management is key to ensure responsible socio-economic and conservation outcomes.



To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 13: RI - Integrated land-use and water resource sub-programme

REGIONAL INTEGRATION PROGRAMME					
INTEGRATED LAND USE AND WATER RESOURCE MANAGEMENT SUB- PROGRAMME					
High-level objective: To promote responsible regional conservation and socio-economic integration and shared benefits across boundaries, through a range of enabling contractual and co-operative arrangements.					
Objective: To improve and maintain healthy ecosystems that promote responsible biodiversity economies beyond the boundaries of the park, through informing and participating in the land and water resource management and planning processes within municipal, biosphere and broader sector stakeholders.					
Sub-objectives	Actions	Responsibility	POE	Timeframe	Reference
Spatial planning. To develop an integrated spatial understanding of the broader Makuleke-Pafuri region.	Develop a rapid systemic spatial assessment of the broader Makuleke Contractual National Park and adjacent land use area, integrating climate change, social requirements, water resource requirements, ecosystem services and biodiversity.	RI, CM, SS	Maps Reports	Y1	GKSDP
	Provide spatial inputs into the Vhembe Bioregional plan and Vhembe Biosphere spatial processes.	RI, CM, SS	Maps Reports	As required	NEM: BA
	Develop fine-scale spatial plans for collaborative partner projects in the adjacent Makuleke Contractual National Park land use zone.	RI, CM, SS	Maps Reports	As required	
Municipal arrangements and developments processes. To align with and inform relevant municipal planning processes, and respond to development applications.	Incorporate and harmonise land use plans, products and developments in IDP, SDF, LUMS and LED processes.	MPC, RI, SET	Reports	As required	Spatial Planning and Land Use Management Act 2013, Municipal Systems Act. 2000, National Buffer zone strategy (2012)
	Respond to environmental developments through effective collaboration with competent authorities.	CM, MCP, RI	Reports	As required	NEMA
Sector integration.	Land tenure and Policy				
	Inform relevant policy and legislative processes, including local, provincial, National and International arrangements.	RI, MPC	Policies Reports	As required	Spatial Planning and Land Use



REGIONAL INTEGRATION PROGRAMME

INTEGRATED LAND USE AND WATER RESOURCE MANAGEMENT SUB- PROGRAMME

High-level objective: To promote responsible regional conservation and socio-economic integration and shared benefits across boundaries, through a range of enabling contractual and co-operative arrangements.

Objective: To improve and maintain healthy ecosystems that promote responsible biodiversity economies beyond the boundaries of the park, through informing and participating in the land and water resource management and planning processes within municipal, biosphere and broader sector stakeholders.

Sub-objectives	Actions	Responsibility	POE	Timeframe	Reference
To mainstream the Makuleke Contractual National Park arrangements into broader land, water resource and sector programmes.	Strengthen collaboration with adjacent land tenure right users e.g. Traditional authorities and DALRRD, to inform conservation compatible development processes.	MPC, RI, CM, RS	Reports Programmes	Ongoing	Management Act 2013, Municipal Systems Act. 2000, National Buffer zone strategy (2012)
	Conservation compatible agriculture, restoration and resource use programmes				
	Participate in adjacent programmes that will promote conservation compatible land use and economic outcomes, e.g. agricultural-, resource use, and restoration programmes.	MPC, RI, CM, RS	Reports Programmes	Year 1, and thereafter ongoing as required	
	Water resource management				
	Engage downstream stakeholders to create broader and transboundary EWR constituency and mitigate downstream impacts on the park.	RI, SS, MPC	Reports	Ongoing	NWA
	Maintain and refine decision support systems for river management, integrating monitoring data, desired states and TPCs to monitor and evaluate reserve implementation.	RI, SS, MPC	Reports	Ongoing	
	Promote and monitor the parks river management goals in terms of flows, quality, river health, with a key focus on transboundary catchment arrangements.	RI, SS, MPC	Reports	Ongoing	
	Adhere and comply with national water management legislation, compliant with water use licences.	MPC, CM, RI, RS	Reports	Year 1 status quo	
	Apply internal water stewardship principles to improve water use efficiency, including implementing water saving measures and reducing per capita use per person per day.	MPC, RI, CM, RS	Reports	Ongoing	
				Quarterly reports	
				Ongoing	
Human wildlife conflict and livestock interface.					
Strengthen collaboration with LEDET and the Department of Agriculture – State Veterinary Services, to address wildlife-	MCP, RS, CM, SS	Reports	Ongoing	NEM: BA	



REGIONAL INTEGRATION PROGRAMME

INTEGRATED LAND USE AND WATER RESOURCE MANAGEMENT SUB- PROGRAMME

High-level objective: To promote responsible regional conservation and socio-economic integration and shared benefits across boundaries, through a range of enabling contractual and co-operative arrangements.

Objective: To improve and maintain healthy ecosystems that promote responsible biodiversity economies beyond the boundaries of the park, through informing and participating in the land and water resource management and planning processes within municipal, biosphere and broader sector stakeholders.

Sub-objectives	Actions	Responsibility	POE	Timeframe	Reference
	livestock-human interface challenges, and associated disease management programmes.				Animal Health Act
	Regional safety and security arrangements.				
	Promote collaboration with broader safety and security structures, including Provincial, Rural Development Safety and Security Clusters and the Madimbo Safety and Security cluster.	RS, MCP	Reports Minutes	Ongoing	Effective Park Management, safety and security programme
	Socio-economic integration				
	Formalise arrangements with strategic partners that will contribute to responsible and mutual beneficial socio-economic opportunities, through tourism products, marketing, youth development initiatives, SMME value chains, and investments.	MCP, SET, Tourism, RS	Agreements Business models Reports	Year 1 reviewed, and thereafter as required	Socio-economic high-level objective
Vhembe Biosphere. To strengthen the Vhembe Biosphere co-operative partnership.	Identify and periodically review strategic and operational programmes of joint interest with the Vhembe Biosphere and promote mutual beneficial cooperative activities.	MCP	Reports Programmes	Annually	UNESCO MaB Vhembe Biosphere Strategic Plan
Regional Partner programmes. To strengthen Regional -and Funder programme collaboration	Participate in the implementation and review of the Greater Kruger Strategic Development Programme.				
	Participate in the implementation and GEF 6 programme and review of the work plan.	MCP, RI, Ranger Services, SET	Programme Reports Minutes	As per annual work plan	UNEP GEF 6 Programme
	Participate in the implementation of the WWF Khetha programme.	MCP, RS, SET, RI	Reports	As per annual work plan.	USAID WWF Khetha



REGIONAL INTEGRATION PROGRAMME					
INTEGRATED LAND USE AND WATER RESOURCE MANAGEMENT SUB- PROGRAMME					
High-level objective: To promote responsible regional conservation and socio-economic integration and shared benefits across boundaries, through a range of enabling contractual and co-operative arrangements.					
Objective: To improve and maintain healthy ecosystems that promote responsible biodiversity economies beyond the boundaries of the park, through informing and participating in the land and water resource management and planning processes within municipal, biosphere and broader sector stakeholders.					
Sub-objectives	Actions	Responsibility	POE	Timeframe	Reference
	Participate in the development and implementation of Conservation Funding opportunities.	MCP, RI	Funding programmes	As required	Socio-economic high-level objective
Monitor, evaluation and learning	To monitor, evaluate and report on the implementation progress of the Integrated land use and water resource management sub-programme.	MCP, All	Report	Annually	

10.2. Biodiversity Conservation

South Africa is a signatory to the United Nations Convention on Biological Diversity (CBD) and therefore subscribes to the strategic plan for biodiversity (2015-2025) which includes the development and implementation of a National Biodiversity Strategy and Action Plan (NBSAP). Many of the SANParks and MCNP's biodiversity conservation actions are therefore nested within South Africa's NBSAP.

As per the co-management agreement between the Makulekes and SANParks, MCNP is ecologically managed by KNP as part of the whole Kruger system. At the scale of the park, experience has shown that allowing ecosystem processes and drivers to function as naturally as possible (or simulating such where need be), has better conservation outcomes than to only manage at a species level. As such, several biodiversity management programmes have been developed to effectively manage the diversity and patterns, as well as processes of the characteristic elements of a typical savanna landscape.

Because the MCNP is part of the greater KNP ecological system, the MCNP Management Plan is closely aligned and directly refers to the KNP Management Plan (2018 – 2028). Where applicable the specific and unique programmes in the MCNP will be highlighted.

10.2.1. Herbivory Programme

With reference to the KNP Management Plan (2018-2028): The purpose of this programme is to provide guidance on managing factors and drivers that can derail the benefits of, as well as minimize risk from, herbivory.

Herbivores are organisms that principally eat autotrophs like plants, algae, and photosynthesizing bacteria. The plan considers the full spectrum of herbivore (e.g. grazers, mixed feeders etc.).



Herbivory is a natural disturbance impact on plants, but also facilitates aspects such as seed dispersal, pollination and compensatory growth. The disturbance is over and above the major drivers such as geology and climate that affect biodiversity.

Keystone species have disproportionately high impacts on ecosystem function, including that of plants, given their biomass (e.g. termites) (SANPARKS, 2018). Non-selective mega-herbivores (e.g. hippo, buffalo, giraffe, rhinoceroses and elephants) can serve as ecosystem engineers through the mechanical structural changes they induce.

The KNP and Lowveld had relative low mammalian herbivore numbers during the mid- to late-19th century due to uncontrolled hunting and a rinderpest epidemic (SANPARKS, 2018). The KNP was fenced between 1959 and 1980 for various reasons. A moratorium on culling was put into place in 1994.

This programme has links with the approved elephant management plan, habitat rehabilitation programme, GLTFCA and Conservation Contractual and Co-operative models and agreements programme, integrated land use and bioregional planning and management programme, fire programme, invasive and alien species programme and predation programme.

To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 14: Herbivory Programme

HERBIVORY PROGRAMME					
High-level objective: To conserve and promote the unique, rich and diverse biodiversity by ensuring its terrestrial and freshwater ecological features are maintained and enhanced.					
Objective: To restore and maintain herbivores as a key driver of environmental heterogeneity and associated biodiversity by establishing and maintaining gradients of resources used by herbivores, informed by ongoing monitoring and evaluation while minimizing risks to the ecological role of herbivores.					
Sub-objective	Actions	Responsible Entity	POE	Time-frame	Reference
To establish naturalised gradients of essential water resources across landscapes and habitats in the MCNP.	Identify human-induced threats to natural water resources.	CM	Report	Year 2	Habitat Rehabilitation LLP
	Review and implement plans to manage threats to natural water and initiate management of threats where possible.		Document	Year 3, ongoing	
To establish a gradient of replaceable resources across landscapes and habitats.	Identify drivers of habitats and resources in river ecosystems and identify threats to these.	SS	Report	Year 2	Freshwater Ecosystems LLP
	Review and implement plans to manage threats to habitats and resources in river ecosystems.	CM	Document	Year 4	
	Establish resource gradients associated with river ecosystems.		Report	Annually	
Establish local zones of vigilance in MCNP.	Review and implement the Elephant Management Plan in alignment with the Elephant Norms & Standards.	SS, CM, RS	Map	Year 2	Elephant Management Plan,



HERBIVORY PROGRAMME					
High-level objective: To conserve and promote the unique, rich and diverse biodiversity by ensuring its terrestrial and freshwater ecological features are maintained and enhanced.					
Objective: To restore and maintain herbivores as a key driver of environmental heterogeneity and associated biodiversity by establishing and maintaining gradients of resources used by herbivores, informed by ongoing monitoring and evaluation while minimizing risks to the ecological role of herbivores.					
Sub-objective	Actions	Responsible Entity	POE	Time-frame	Reference
To monitor and evaluate impact of management in the MCNP.	Identify areas of local concern associated with other herbivores and define extent of areas.	SS	Map	Year 2	Elephant Norms and Standards
	Review, implement and adapt (where necessary) the monitoring and management plans for herbivores, as per the KNP MP.		Report & Maps	As per KNP MP	Biodiversity Monitoring System
	Review, implement and adapt (where necessary) the monitoring and management plans for vegetation, as per the KNP MP.	SS	Report & Maps	As per KNP MP	Biodiversity Monitoring System

10.2.2. Rehabilitation Programme

With reference to the KNP Management Plan (2018-2028): The purpose of this programme is to assess the habitat degradation status within the MCNP, as part of the whole KNP system, and implement mitigation measures needed to facilitate the improvement of ecological processes and enhancement of ecosystem functioning in affected areas.

There is assorted legislation that provides a framework for this objective. The habitat restoration programme takes into consideration past, present, and even future, (where applicable), anthropogenic disturbances and threats. These disturbances and / or threats can be as a result of various factors including climate perturbations and extreme events, inappropriate fire or herbivory regimes and alien species invasion. These may impact the abiotic factors such as soil and water, as well as the biotic factors e.g. poisoning of wildlife and overall habitat destruction.

If rehabilitation / restoration does not receive attention, the park runs the risk of allowing further degradation which consequently has negative impacts on biodiversity. Where possible external teams may be used to help with restoration activities, e.g. the Biodiversity Social Projects (BSP) unit.

Invasive alien clearing will be addressed in programme 10.2.3 below and climate change as part of management effectiveness. To achieve the purpose of this programme, the actions listed in the table below will be implemented.



Table 15: Restoration Programme

RESTORATION PROGRAMME					
High-level objective: To conserve and promote the unique, rich and diverse biodiversity by ensuring its terrestrial and freshwater ecological features are maintained and enhanced.					
Objective: To restore the natural ecosystem health and functioning of the MCNP landscape by implementing rehabilitation and restoration programmes.					
Sub-objective	Actions	Responsibility	POE	Time-frame	Reference
To restore and rehabilitate processes, patterns and viewsheds to a state of naturalness.	Identify, plan and restore connectivity in the aquatic & terrestrial systems.	CM, BSP, TS	Data-base, Report	Ongoing / Annually	Freshwater Ecosystems LLP, Wilderness LLP
To address the accelerated erosion induced by man and his activities that threaten to impact biodiversity and aesthetics of the park.	Assess, prioritise, implement and monitor restoration activities for roads, gravel pits and other sources of erosion.	CM, BSP, SS, TS	Reports	Ongoing	
To minimise the impact of bush encroachment on biodiversity / ecological systems and improve tourist viewing and safety.	Identify sites in the MCNP, develop, implement, and monitor the clearing protocol for bush thickened sites.	CM, BSP, TS, RS	Report	Ongoing, as per KNP MP	Fire -, Herbivore -, SED LLP, Climate Change LLP, Visitor Experience LLP, Research, Monitoring and Co-learning LLP
To prevent (where possible) and reduce poison and pollution incidences.	Ensure internal management protocols and practices that are environmentally sensitive, striving for reduction of poison and pollution incidences.	TS, RS, CM, SS	Reports	Ongoing, as per KNP MP	HWC -, Safety and security, IWRM, Disaster management LLPs
To understand the effects of poison and pollution on biodiversity.	Solicit research and keep abreast of knowledge as well as best practice options for mitigating, reducing, managing and monitoring poison and pollution incidences and the impacts on biodiversity.	CM, SS	Report	Ongoing	Research, Monitoring and Co-learning LLP

10.2.3. Invasive Alien Species Programme

Invasive and alien species are one of the greatest threats to biodiversity on a global, national and local scale. Therefore, the purpose of this programme is to protect the biodiversity, infrastructural assets and tourism experiences within the MCNP through suppressing and where possible eradicating and preventing the re-infestation of invasive and alien species (IAS) within the MCNP and to protect the park from new and emergent species. IAS includes flora and fauna that is not indigenous to the area. The IAS programme for MCNP is closely aligned with the KNP MP (2018 – 2028) and should therefore provide the overarching guidance.

There is wide range of international, national and regional legislation, guidelines and other literature that are applicable to this programme.



- **Assessment of the extent of infestation:** The drainage lines in the MCNP, specifically perennial rivers that rise outside of the park, are the main areas of IAS infestation and are the primary conduits for introduction of IAS into the park. The perennial river corridors and riparian zones are the areas of greatest risk for the establishment of IAS and stands of *Chromolaena odorata* and *Lantana camara* have in the past been the focus of much IAS management.
- **Control:** Involves any acceptable method described in the legislation and / or the lower-level plans (LLP) for controlling infestations of alien invasive flora and fauna e.g. herbicide application or biological control of invasive plant species.
- **Monitoring:** is crucial part of any IAS control programme. It tracks progress and helps inform where actions are still required. Monitoring and adaptive management are key components that need to be incorporated into the APO / work plan.

A detailed lower-level plan outlining the rationale and operational approach supports this programme. To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 16: Invasive and Alien Species Programme

INVASIVE AND ALIEN SPECIES PROGRAMME					
High-level objective: To conserve and promote the unique, rich and diverse biodiversity by ensuring its terrestrial and freshwater ecological features are maintained and enhanced.					
Objective: To minimise the impact and maintain the integrity of biodiversity and ecosystem services within the MCNP landscape by anticipating, preventing entry and where possible controlling invasive alien species.					
Sub-objective	Actions	Responsibility	POE	Time-frame	Reference
To implement invasive alien species control programmes in order to minimize the negative impacts on the ecosystems, species and cultural values.	Update the MCNP / management unit control plan, assess pathways of invasion for species of high concern to inform management planning and implement IAS control programmes.	BSP, CM, SS	Updated plan, maps (pre & post activities), reports	As per KNP MP, ongoing	Integrated land use, IWRM LLP, SANParks Alien and Invasive Species Management Policy, Management of Ornamental Alien Plants and Landscaping Protocol
To utilize invasive alien species control programmes to develop economic opportunities and create awareness about the impact of IAS.	Identify and plan socio-economic opportunities to control and utilize alien species through stakeholder engagement with relevant partners, implementing and co-ordinating agencies in the landscape. Create awareness of the threats of alien species in an effort to support preventative measures, i) internally, ii) with visitors and iii) neighbouring landowners.	BSP, CM, SS	Reports, engagement minutes, information / education materials	Ongoing	
To monitor and evaluate the impact of the implementation programmes, and adapt as required.	Monitor and evaluate progress and impact against annual work plan targets and programme objectives. Adapt programme approach and feedback and inform risk response strategy.	SS, CM, RS, BSP	Reports, maps	Annually	



10.2.4. Freshwater Ecosystems Programme

The MCNP is positioned between two significant rivers: the Limpopo, forming both the MCNP's northern boundary as well as the international boundary between South Africa and Zimbabwe, and the Luvuvhu River to the south. Both rivers are perennial. Rivers provide critically important ecological functions and ecosystem services, both at the local scale and beyond MCNP boundaries, and should be managed accordingly. In addition to these are the RAMSAR designated wetlands, a series of pans in the floodplains of the Limpopo. These pans are of both cultural and ecological significance. Although the MCNP has these unique freshwater features, the KNP MP (2018 – 2028) is still provides most of the guidance for this programme.

The purpose of the freshwater ecosystem programme is to ensure the persistence of freshwater systems and associated biota in the park ecosystems by maintaining and restoring its ecological processes through understanding the important ecological processes and functions in these ecosystems and by promoting and ensuring local level constituency building. This section must be read in conjunction with the IWRM programme (Section 10.2.3). This programme in essence measures the effectiveness / outcome of the IWRM programme.

International and National freshwater conservation targets are of relevance to the MCNP, in particular Target 11 of the Aichi Targets in the Convention on Biological Diversity (CBD), and the conservation priorities in South Africa, known as Freshwater Ecosystem Priority Areas (FEPAs). The KNP MP provides more detail.

Biomonitoring of the perennial rivers in the park has been conducted according to the principles established through the national River Health and River Ecosystem Monitoring Programmes. River biomonitoring continues to take place throughout the KNP PA System, including the rivers in the MCNP. A detailed lower-level plan outlining the rationale and operational approach supports this programme. This programme links with the Regional Integration high-level objective. To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 17: Freshwater Ecosystem Programme

FRESHWATER ECOSYSTEM PROGRAMME					
High-level objective: To conserve and promote the unique, rich and diverse biodiversity by ensuring its terrestrial and freshwater ecological features are maintained and enhanced.					
Objective: To ensure the persistence of freshwater systems and associated biota by maintaining and restoring ecological processes.					
Sub-objective	Actions	Responsibility	POE	Time-frame	Reference
Ensure catchment classification process for Luvuvhu-Mutale meets high recommended Ecological Category, factored into catchment operations and planning.	KNP & MCNP join & participate in the existing projects steering committee.	SS, CM, SET	Meeting minutes, correct ecological category	2022- 2023	IWRM LLP
Makuleke Ramsar Wetlands MP (Monitoring & Wise-Use through responsible Tourism), maintaining the ecological characteristics of the pan systems in the Limpopo River Floodplain.	Develop, and then implement the Management Plan for the MCNP Ramsar Wetlands, in accordance with Ramsar requirements.	SS, CM	MP document	Years 1 & 2	Freshwater LLP



FRESHWATER ECOSYSTEM PROGRAMME					
High-level objective: To conserve and promote the unique, rich and diverse biodiversity by ensuring its terrestrial and freshwater ecological features are maintained and enhanced.					
Objective: To ensure the persistence of freshwater systems and associated biota by maintaining and restoring ecological processes.					
Sub-objective	Actions	Responsibility	POE	Time-frame	Reference
Transboundary Water Resources Management targets considered (Limpopo Basin).	As per the SADC Protocol on Shared Water Courses (2000) – surface water & groundwater inclusive of the Limpopo Transboundary Aquifer (TBA).	SS, CM	Document with targets	Ongoing	SADC Protocol on Shared Water Courses
Learning & long-term capacity building to achieve the above.	Host education and awareness days for various stakeholders, these include school groups, river forums and businesses.	SS, CM, SET	Report	Ongoing	Research, Evaluation and Co-learning LLP
	Collaborate or solicit research with external partners.		Registered projects, published papers		
To monitor and evaluate the impact of the implementation programmes and adapt as required.	Monitor and evaluate progress and impact against annual work plan targets and programme objectives.	SS, CM	Reports	Annually	
	Adapt programme approach and feedback and inform risk response strategy.	SS, CM	Document	Annually	

10.2.5. Species of Special Concern Programme

The purpose of this programme is to ensure the persistence and viability of key species within the MCNP and greater KNP system, by contributing to national and international initiatives and implementing species-specific management interventions and providing guidance on managing factors and drivers that can derail the benefits of species of special concern (SSC). KNP MP (2018 – 2028), provides the overarching guidance for this programme, but with the SSC that are found within the MCNP being the most relevant.

SANParks' biodiversity values stipulate that, except in crucial instances for the survival of globally critically endangered species, management for system integrity and biodiversity must take precedence over species management. However, SANParks will strive to prevent extinction, within national parks, of species on the International Union for the Conservation of Nature (IUCN) global critically endangered or endangered lists and will work with other conservation initiatives to secure and strengthen the future of such species over their historic distribution ranges. SSC within the MCNP include (but are not limited to) *Warburgia salutaris*, *Adenium swazicum* and Pel's fishing owl *Scotopelia peli*.



Species of Special Concern is largely an administrative designation or grouping. These include (i) red list taxa from local to regional scales; (ii) taxa without a formal conservation status assessment or with insufficient data; (iii) listed in the NEM: BA Threatened or Protected species regulations (TOPS) Regulations on CITES appendices; (iv) species which is subject to a Biodiversity Management Plan as per NEM: BA and NEM: PAA; (v) endemic taxa that has >80% of range confined to a park; (vi) reintroduced taxa that were extinct or threatened or indigenous species recently introduced and (vii) locally threatened populations.

These categories also include species with a data deficient status especially invertebrates, some of which have no records inside the park, but were collected in the vicinity of the park. Apart from these principal definitions, species may also be of special concern if (i) threatened taxa were monitored in the past, but the conservation status has improved; (ii) taxa are functionally important or key species; (iii) taxa are selected or common species; (iv) species with social or cultural value; (v) taxa that are subject to resource use and legitimate sustainable harvesting; (vi) species listed under relevant international conventions other than CITES.

Global environmental change drivers are the primary cause of species becoming threatened and then listed as a species of special concern. The increase in illegal resource use is a key element in recent times. Emerging diseases may also pose new challenges. Invasive species such as alien plants and pollution are perhaps lower-level threats, while climate change impacts focus mostly on unpredictable weather patterns. Inside protected areas like KNP, habitat change is primarily driven by tourist development and ecological management that could impact on how resources utilised by species, are distributed. Values of humans are largely influenced by human perceptions. Even so, if such perceptions dictate major societal expectations, then irresponsible management of keystone species, species with spiritual, cultural and economic values, as well as irresponsible focus on historic species, impose significantly on the benefits of SSC.

This programme has links with the approved elephant and rhino management plans, predation programme, herbivory programme, resource use programme, disease programme, climate change programme, habitat restoration programme and alien and invasive species programme.

To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 18: Species of Special Concern Programme

SPECIES OF SPECIAL CONCERN PROGRAMME					
High-level objective: <i>To conserve and promote the unique, rich and diverse biodiversity by ensuring its terrestrial and freshwater ecological features are maintained and enhanced.</i>					
Objective: <i>To restore and maintain the benefits of species of special concern by managing and minimising threats as far as possible.</i>					
Sub-objective	Actions	Responsibility	POE	Time-frame	Reference
<i>To determine the context of threatened (compromised) species and manage threats to these.</i>	Establish a SSC list (of compromised species) and distribution maps with special attention to red data plants and other that have not received attention in the MCNP.	SS	Document	Year 2, as required	CITES listings



SPECIES OF SPECIAL CONCERN PROGRAMME					
High-level objective: To conserve and promote the unique, rich and diverse biodiversity by ensuring its terrestrial and freshwater ecological features are maintained and enhanced.					
Objective: To restore and maintain the benefits of species of special concern by managing and minimising threats as far as possible.					
Sub-objective	Actions	Responsibility	POE	Time-frame	Reference
	Identify, prioritize and manage threats to the listed SSC.	SS, RS, VWS, CM	Document	Year 2, as required	Rare antelope -, Wild dog & Cheetah meta-population management plan, Habitat Rehabilitation LLP
	Identify and implement species specific restoration requirements.		Document	Year 3, as required	
To manage the role of keystone species.	Identify, prioritise and manage keystone species and threats to important processes (e.g. pollination)	SS, RS	Report	Year 3	
To manage the impact of use for a variety of reasons on species of special concern.	Identify and manage potential and existing value-adding species in MCNP.	SS, RS	Report, maps	Year 2	
	Create and implement management plans for value-adding species that are / may be harvested.	CM	Document	Year 3	Resource Use LLP
	Define and implement species' specific restoration requirements for compromised value adding species.	SS, RS, VWS	Document	Year 3	
To evaluate the output and impact of management.	Continue with the monitoring of the populations of SSC e.g., <i>Warburgia salutaris</i> .	SS, CM	Report	Year 3, 6, 9	
	Develop and implement a monitoring plan for priority SSC species which will include the evaluation of persistence of compromised species using predictive sampling and censuses.		Document, report	Year 5, 10	Resource Use LLP, Wildlife Utilization Policy
To monitor and evaluate the impact of the implementation programmes, and adapt as required.	Monitor and evaluate progress and impact against annual work plan targets and programme objectives.	SS, RS, VWS, CM	Reports	Annually	
	Adapt programme approach and feedback and inform risk response strategy.	SS, RS, VWS, CM	Document	Annually	

10.2.6. Predation Programme

The predation programme for the MCNP is closely aligned with and guided by the KNP MP (2018-2028). The purpose of this programme is to provide guidance on managing factors and drivers that can derail the benefits of predation.



There are three important documents that provide guidance regarding the management of certain predators. Those are the Biodiversity Management Plan for the African Lion, the South African Action Plan for the Conservation of Cheetahs and African Wild Dogs and the Norms and Standards for the Management of Damage-causing Animals in South Africa.

Predation is a biological interaction when an organism that is hunting feeds on its prey. Such organisms may or may not kill their prey prior to feeding on it. Although predation is often carnivory, other categories of consumption can be difficult to separate. Some parasites, for instance, prey on their host while it continues to live. The key characteristic of predation is the predator's direct impact on the prey population (Barbosa & Castellanos 2004). For the purpose of this plan, a true predator is a vertebrate or invertebrate that kills and eats another living vertebrate or invertebrate.

Predation is a trophic interaction that is in effect a natural disturbance impact on prey. Maximised diversity is expected at intermediate levels of disturbance that vary across space and time. Apex predators, such as lions, are key drivers of diversity in savannah ecosystems because it creates gradients of predation pressure that result in different combinations of all kinds of species to exist. It is believed that man historically played a similar apex predator role in African savannahs. The intensity of predation will thus be a consequence of the spatial distribution and variability of resources that their prey uses. The spatial gradient of predation disturbances will thus reduce or homogenize if factors in the landscape makes the distribution of resources that their prey use more even through the landscape (e.g. widespread water provisioning, broad-scale fires, fences excluding access to some resources etc.). This human-induced influence is likely to be more pronounced for the large predators including lions, spotted hyenas, leopards, wild dogs, cheetahs and crocodiles. A consequence is that species, like roan and sable, experience increased predation that challenges their persistence.

Predation, specifically the observation thereof, remains a key attractant for visitors to the MCNP. At the same time though, predators can cause damage, specifically to neighbours, to property and threaten lives of people. Providing opportunities for predation across all taxa to play-out is thus a key requirement to achieve the biodiversity and tourism objectives of the park. Responsible management of risks associated with predators in the park and when they escape is an additional key requirement. Predator related diseases such as rabies and distemper are a concern and a threat to predator health (individuals and populations). Veterinary disease programmes are cross-cutting over several programmes.

The majority of predation by other smaller vertebrate and invertebrate species will remain largely intact if habitats are intact. This is because predation interaction is at a relative local scale and is most intact when several micro-habitats provide a variety of essential, replaceable and safety resources for prey as well as predator species alike.

This programme has links with the fire, disease, herbivory, habitat rehabilitation, invasive alien species and regional land-use integration programmes. A detailed lower-level plan outlining the rationale and operational approach is available.



Table 19: Predation Programme

PREDATION PROGRAMME					
High-level objective: To conserve and promote the unique, rich and diverse biodiversity by ensuring its terrestrial and freshwater ecological features are maintained and enhanced.					
Objective: To restore and maintain predators as a key driver of environmental heterogeneity and associated biodiversity and tourism experiences by ensuring the role of large predators, restoring meso-predators and managing the role of small predators while minimising the risks of predation threats and their assets.					
Sub-objective	Actions	Responsibility	POE	Time-frame	Reference
To maintain the role of large predators.	Understand and manage the role of diseases on predators	SS, VWS	Report, Document	Year 2, then annually	Disease LLP
	Identify, prioritize and manage threats of illegal activities such as snaring and poisoning of predators across the GLTFCA.	RS, SS, CM	Report, Document	Annually	
	Monitor large predator populations at appropriate intervals.	RS, CM, SS	Report	Annually	
To maintain and restore when required the role of meso-predators.	Identify and manage threats to the persistence of meso-predators and restore populations when required.	SS, CM, VWS	Report	Annually	National BMPs plans, Habitat Rehabilitation LLP, Veterinary and Wildlife Management LLP
	Monitor meso-predator populations at appropriate intervals.	RS, CM, SS	Report	Annually	
To ensure suitable habitat exists for small predators.	Understand and evaluate habitat and restoration requirements of species of concern.	SS	Report	Year 3	National BMPs plans
	Restore populations through habitat restoration or introductions if required.	CM, VWS	Reports	Annually	Habitat Rehabilitation LLP, Veterinary and Wildlife Management LLP

10.2.7. Fire Management Programme

The purpose of this programme is to provide guidance on how to mimic and manage the role of fire as an ecosystem driver as well as to evaluate and respond to fire threats. The fire management programme for the MCNP is closely aligned with and guided by the KNP MP (2018 – 2028).

Fires are considered as one of the key abiotic drivers in African savanna systems as it influences ecosystem processes and promotes heterogeneity. Not all fires are the same; hence their impact on the ecology may be varied depending on the fire regime. The fire regime is influenced by factors such as fire frequency, fire intensity, type of fire (back vs head fire) and the season in which the fire occurs (van Oudtshoorn, 2015).

These fire-driven systems have evolved with fire, making them quite dependent on veld-burning to maintain their ecosystem health and integrity. KNP uses fire as a critical management tool to control vegetation composition and structure (Smit *et al.*, 2010). By either excluding or applying fires, managers can improve veld conditions by providing grazing for large herbivores, to promote tree growth and to promote biodiversity. In order to use fire effectively, it is important to



understand and monitor how it behaves and functions as well as to determine the role of other variables which may influence its behaviour. Furthermore, the spatial and temporal monitoring of fires in the park will feed into other research programmes that will address the effect of fire on their respective variables.

Since 1926, the Fire Management Strategy in KNP has continuously evolved. For nearly a century, various fire policies have been implemented – these range from total fire suppression, to prescribed burning in fixed seasons and frequency, to only allowing lightning fires to burn and suppression of all other fires. The current KNP Fire Management Strategy may be described as an integrated fire management policy that allows for burning of the veld by rangers to achieve specific ecological objectives. This protocol has been in place since 2012 when it was modified to implement the fire plan within ecological fire management zones which are defined by rainfall, geology and historical fire return intervals. The aim is to mimic natural burning regimes as far as possible by implementing burning methods such as patch mosaic burns, to achieve heterogeneity in the landscape and conserve biodiversity.

By law, KNP is expected to promote fire safety and protect infrastructure and lives. The National Veld and Forest Fire Act 101 of 1998 stipulates that the landowners must construct firebreaks around their properties in order to prevent veldfires from either jumping out of or into their areas. Furthermore, personnel who are tasked with working with fire are expected to be appropriately equipped and trained to deal with fires.

A detailed lower-level plan outlining the rationale and operational approach supports this programme. To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 20: Fire Management Programme

FIRE MANAGEMENT PROGRAMME					
High-level objective: <i>To conserve and promote the unique, rich and diverse biodiversity by ensuring its terrestrial and freshwater ecological features are maintained and enhanced.</i>					
Objective: <i>To mimic the role that fire plays in maintaining African savannas, whilst specifically considering fire-elephant interactions, by evaluating and responding appropriately to fire threats facing infrastructure and human lives.</i>					
Sub-objective	Actions	Responsibility	POE	Time-frame	Reference
<i>To promote fire as an ecosystem process.</i>	Implement prescribed ecological burning (including patch mosaic burns), and post fire monitoring.	CM, RS, SS, TS	Reports	Annually	KNP Fire Protocol, National Veld and Forest Fire Act (1998)
	Monitor and evaluate the interaction between fire and additional ecosystem drivers such as water, climate and soils, and their cascading effects on biodiversity.	SS	Reports, maps	Year 2, 4, 6, 8, 10	Fresh Water, Habitat Rehabilitation, Climate change, Resource Use LLP, Tourism,
	Monitor and evaluate the interaction between fire and elephants and its impacts on vegetation.		Report	Year 3, 6, 9	Herbivory LLP
	Develop and implement an integrated fire / elephant operational plan.	SS, CM, RS	Documents, reports	Year 2, annually	Elephant Management Plan, KNP Fire Protocol
<i>To ensure fire monitoring and research.</i>	Maintain accessible, accurate and current spatial records of all fires, supported by a Decision Support	SS, CM, RS	Reports, minutes of meetings,	Annually	National Veld and Forest Fire Act (1998), KNP Fire Protocol,



FIRE MANAGEMENT PROGRAMME

High-level objective: To conserve and promote the unique, rich and diverse biodiversity by ensuring its terrestrial and freshwater ecological features are maintained and enhanced.

Objective: To mimic the role that fire plays in maintaining African savannas, whilst specifically considering fire-elephant interactions, by evaluating and responding appropriately to fire threats facing infrastructure and human lives.

Sub-objective	Actions	Responsibility	POE	Time-frame	Reference
	System informed by relevant fire-related research and experimentation to inform management.		database		Greater Kruger Fire Protection Association Business Plan
	Maintain the long-term Experimental Burn Plots.	SS, TS, RS	Reports, database	Annually	National Veld and Forest Fire Act (1998), Greater Kruger Fire Protection Association Business Plan, Working on Fire
	Ensure general fire awareness of staff, tourists and general public.	SS, CM, C	Reports	Annually	
	Source and ensure capacity for fire management (appropriate equipment and personnel).	TD, CM, RS	Training records	Annually	
To promote fire safety and reduce wildfire risk.	Promote safety and protect infrastructure by constructing and maintaining firebreaks.	RS, TS, CM	Reports	Annually	
	Maintain appropriate networks, collaborations and support structures to encourage co-learning and knowledge sharing.	SS, CM, TS, RS	Meetings, conferences, forums	Annually	Greater Kruger Fire Protection Association, Working on Fire
To evaluate and monitor achievements.	To monitor the impact of fire awareness campaigns on tourists and staff.	CM, SS	Minutes of meetings, reports	Year 3, 6, 9	
	Evaluate and review the park's Fire Protocol.	CM, SS, RS	Document	Year 3	Current Fire Protocol; Greater Kruger Fire Protection Association,

10.2.8. Disease Management Programme

The purpose of the disease management plan is to acknowledge indigenous diseases as a component of biodiversity within the MCNP and greater KNP, while limiting the introduction or impact of alien diseases, and minimising the spread of disease from the park.

The MCNP is located adjacent to two international boundaries (Mozambique to the east and Zimbabwe to the north), with the rest of Kruger National Park to the south and rural communities living along the western boundary. This means that the MCNP is distinctively positioned in terms of the variety of disease management requirements and considerations e.g., the implications of having livestock on the western boundary and wildlife disease outbreaks within the



GLTFCA. SANParks and veterinary services are responsible for disease management within the MCNP, therefore the KNP MP (2018-2028) provides the overarching guidance for this programme.

SANParks acknowledges its legal responsibilities regarding the management of diseases, especially controlled diseases, in the light of the requirements as set out in the Animal Diseases Act No. 35 of 1984. Whilst disease management options are limited in free-ranging wildlife, emphasis is on prevention of disease introduction (in particular alien diseases like bovine tuberculosis and canine distemper) and to reduce the risk and impact of indigenous wildlife diseases to neighbouring communities and their livestock. Due to the dynamic nature of disease and the continuous improvement of diagnostic tests, disease management depends on making the best decisions with the data available at the time.

From a national disease control perspective, it is of utmost importance that the park contains diseases of economic importance that have the potential to severely impact the livestock industry and international trade e.g., foot and mouth disease (FMD), maintained by the African buffalo, and Bovine Tuberculosis (BTb) *Mycobacterium bovis*. The KNP is therefore subjected to one of the most intensive wildlife surveillance efforts in the country, if not the world. The MCNP and KNP have a large and varied wildlife-domestic interface. This intense interface has allowed many alien diseases such as BTb, Rabies and Canine Distemper to spread from domestic animals to wildlife.

While wildlife are often seen as reservoirs of diseases to humans and their domestic stock, there are a number of other reasons why a disease monitoring and management plan is beneficial, including that many exotic diseases can be brought into a country by migrating wildlife. New and emerging diseases are often first detected in wildlife, wild animals can be threatened by newly introduced or alien diseases and that wildlife disease can be an important indicator for underlying environmental degradation.

A detailed lower-level plan outlining the rationale and operational approach supports this programme. To achieve the purpose of this Programme, the actions listed in the table below will be implemented.

Table 21: Disease Management Programme

DISEASE MANAGEMENT PROGRAMME					
High-level objective: <i>To conserve and promote the unique, rich and diverse biodiversity by ensuring its terrestrial and freshwater ecological features are maintained and enhanced.</i>					
Objective: <i>To allow for endemic disease to play out as a key ecological process to maintain a healthy, resilient savanna, while preventing and mitigating disease transfer at the wildlife-livestock-human interface.</i>					
Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
To develop and contribute to a robust disease surveillance system that will be able to detect unusual / epidemic disease events.	Conduct refresher courses to train conservation staff to identify basic disease syndromes and collect and store appropriate samples.	SSV, VWS, SS	Register	Annually	
	Develop a system for reporting sick and dying animals.	RS, CM, SSV, SS, VWS	Reports, samples	Year 1	



DISEASE MANAGEMENT PROGRAMME

High-level objective: To conserve and promote the unique, rich and diverse biodiversity by ensuring its terrestrial and freshwater ecological features are maintained and enhanced.

Objective: To allow for endemic disease to play out as a key ecological process to maintain a healthy, resilient savanna, while preventing and mitigating disease transfer at the wildlife-livestock-human interface.

Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
To evaluate and respond to disease threats to wildlife posed by humans and domestic livestock and vice versa.	Strengthen barriers to disease transfer and promote good livestock / domestic animal husbandry practices at the wildlife-livestock interface (including fences, strategic vaccination, and dipping).	SSV, RS, CM, SS	Reports	Ongoing	
	Develop effective disease information networks with the DAFF, Provincial State Veterinary Services, AHF, NICD, DoH and ARC to determine regional occurrences of disease and appropriate disease control responses.	SSV, SS, VWS, OHS	Minutes	Ongoing	
To determine disease risk for all animal (and where necessary plant) introductions.	Conduct a quantitative risk assessment and associated disease mitigation actions for all introductions.	VWS, SS, CM, SSV	Report	Ongoing	
To bring about greater awareness about disease risks and explore cooperative opportunities for integrated domestic-wildlife-human land use.	Promote and ensure a high level of awareness about disease issues (including malaria and abattoir-related diseases) in order to encourage a shared understanding of disease threats to the MCNP and its surrounding ecosystems.	SS, OHS, SED, SSV	Report	Ongoing	
To monitor and evaluate the impact of the implementation programmes and adapt as required.	Monitor and evaluate progress and impact against annual work plan targets and programme objectives.	CM, relevant departments	Reports	Annually	
	Adapt programme approach and feedback and inform risk response strategy.	CM	Document	Annually	

10.2.9. Natural Resource Use Programme

The purpose of this programme is to allow for the sustainable utilisation of natural and cultural resources from within the MCNP that aids biodiversity management, shares socio-economic benefits, fosters positive relationships with neighbours and ensures the long-term persistence of the park as defined in the NEM: PAA. This programme is guided by the KNP MP (2018-2028).



Although biodiversity management is a function of SANParks (KNP) in the co-management agreement between the Makuleke CPA and KNP, the CPA aims to explore the opportunities that are sustainable and responsible natural resource use within the MCNP, with an aim of improving beneficiation to the Makuleke CPA.

The NEM: PAA and SANParks Resource Use policy (SANParks 2010) makes allowance for the sustainable use of renewable and non-renewable resources for the purpose of managing biodiversity and sharing socio-economic benefits from utilising resources within national parks. The programme is underpinned by three main objectives including the maintenance of ecological integrity, economic viability and social relevance. Similarly, it is built on a framework that describes natural and cultural resources as products that are derived from final ecosystem services, and that give rise to costs and benefits through impacting either positively or negatively on human well-being. The KNP / MCNP regards any action that utilises resources or impacts on the scenery, sense of place, soil, water, air nutrient cycles, habitats, heritage resources, flora and fauna, and the interrelatedness between these, as a type of resource use. Both biotic and abiotic resources are used in small amounts under prescribed conditions as set out in the SANParks Resource Use Policy.

Through the promotion of the sustainable use of natural and cultural resources, the MCNP aims to share ecosystem benefits more equitably and fairly, and in so doing promote long-term relationships with a broad range of stakeholders, including neighbours. The strong emphasis of resource use by, and for, local communities further aims to promote access and benefit sharing locally, which in the spirit of historical redress and environmental justice goes far beyond simply the resource itself. As such, monitoring for the outcomes of resource use should go beyond simple numbers and quantities of resources (Swemmer & Taljaard 2011) and also look at the impact of these projects in fostering lasting positive relationships with neighbours.

Live and lethal animal off-takes taking place within the park are guided by various SANParks policies and procedures including the “SANParks Donation of Wildlife and Wildlife Products Policy”, the “SANParks Wildlife Utilisation Strategy” and the “SANParks Wildlife Utilisation SOP”, taking further cognisance of regional legislation and international agreements.

Any kind of natural resource use, whether it be water utilised in a lodge or an animal hunted for meat or trophy purposes, must be conducted in a responsible manner. Through the E4D (Education for Development) Programme it is envisaged that the Southern African Wildlife College (SAWC) will roll out the Responsible Resource Use (RRU) Training Programme in three emersion sites, which encompasses the Vhembe Biosphere and the MCNP.

A detailed lower-level plan outlining the rationale and operational approach supports this programme. To achieve the purpose of this programme, the actions listed in the table below will be implemented.



Table 22: Natural Resource Use Programmes

NATURAL RESOURCE USE PROGRAMME					
High-level objective: To conserve and promote the unique, rich and diverse biodiversity by ensuring its terrestrial and freshwater ecological features are maintained and enhanced.					
Objective: To support, where possible, social, ecological and economic sustainability of the MCNP system by promoting and facilitating access to and sustainable use of a range of natural resource products within and adjacent to the park.					
Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
To manage the utilisation of natural and cultural resources according to ecologically sound principles, guidelines and criteria.	<p>Govern the use of natural resources using operational planning and implementation processes outlined in appropriate documentation (management plans / protocols / guidelines) in accordance with a strategic adaptive management framework that includes awareness and communication.</p> <p>Explore options that may facilitate the long-term propagation and associated industry development of high value species in the context of bioprospecting as alternative sources to those found inside of the KNP.</p>	SS, CM, SET, TS, FS	Documents, reports	Ongoing	SANParks Resource Use Policy, SANParks Wildlife utilisation strategy, SANParks SOP off-takes and disposal of wildlife, Social Economic Development Strategy, National Bio-prospecting, Access & benefit sharing guidelines, Regional integration LLP
To reduce the illegal utilisation of resources from within the park by promoting access to alternative sources of appropriate resources, by increased security and by raising awareness.	Implement projects that facilitate access to alternative sources of biological material.	SET, SS, CM, RS, VWS	Document, reports	Ongoing	EE -, safety and security LLP
To implement resource use in a manner that through access to resources, users build a vested interest in conservation through the value that is created by benefits being accrued.	Assess the impacts (costs and benefits, changes in perceptions & constituency) across scales and scopes of various resource use initiatives and adapt programmes where necessary.	SS, CM, SED, SED, TS, FS	Documents	Ongoing	
To monitor and evaluate the impact of the implementation programmes and adapt as required.	Monitor and evaluate progress and impact against annual work plan targets and programme objectives.	CM, relevant Departments	Reports	Annually	
	Adapt programme approach and feedback and inform risk response strategy.	CM	Document	Annually	



10.3. Wild and Distinctive Landscapes Programme

The purpose of this programme is to provide a framework for the management of wild and distinctive landscapes in the MCNP. This has purposely been rephrased from “wilderness” to take cognisance of the legal reference to ‘wilderness’, but also to better represent the natural attributes of the MCNP.

The MCNP is predominantly zoned as the ‘Primitive’ Zone, which is in alignment with the KNP Zonation categories. There is currently no ‘Wilderness’ Zone within the park. However, if the Makuleke JMB decides they would like to explore the ‘Wilderness’ designation then it should be done in collaboration with KNP, prior to the review of the KNP MP in 2027/2028.

In terms of the NEM: PAA, wilderness is defined as: *“an area designated in terms of section 22 for the purpose of retaining an intrinsically wild appearance and character, or capable of being restored to such and which is undeveloped and roadless, without permanent improvements or human habitation.”*

Defining a common understanding of wilderness and its associated attributes is crucial, as it will affect the future designation and management of wilderness within national parks. Hendee & Dawson (2002) differentiate between two extremes in defining wilderness. At one extreme, wilderness can be defined according to a legal perspective and at the other extreme according to a social perspective. They call these two extremes legal wilderness and sociological wilderness.

Defining a universally acceptable definition of sociological wilderness is highly unlikely because people’s perceptions of wilderness vary widely and vary between countries and cultures. The management plan is focused on the management of wilderness within a national park. The definition should mirror the legal definition of wilderness as outlined in the applicable legislation that governs the management of the park.

One of the greatest attributes of the MCNP is that it is wild and has ‘wilderness’ characteristics. The park has distinctive natural and cultural landscapes that have formed over different temporal scales e.g. spectacular gorges created millions of years ago and Stone Age archaeological sites dating back tens of thousands of years. The MCNP is the heart of the GLTFCA, nestled between the Limpopo and Luvuvhu Rivers, and at the junction where South Africa, Mozambique and Zimbabwe meet. Historically this was the wild frontier.

These characteristics are the foundation of the MCNP, and it is these that make the MCNP unique and special. It is therefore important to maintain the ‘wilderness’ characteristics and not compromise the integrity of this area.

There is pressure to develop infrastructure associated with increasing tourism demand such as roads and concession operations. These actions and developments must be aligned with SANParks and National policies and associated regulations e.g. EIAs. Developments should not impede on the “sense of place” and wilderness qualities within the park. Ever increasing urban and rural developments peripheral to the park threaten to erode most of the remaining ‘wildness’ within the park through increased visual, noise and light impacts.

The focus is thus on retaining the intrinsic qualities and values of wildness and to maintain or restore specific attributes associated with such areas.



The following management activities are conducted within the park and will continue in the foreseeable future and the monitoring of these actions in the wild areas is crucial:

- Monitoring and research;
- Restoration of degraded habitats;
- Removal of redundant structures, e.g. windmills, dams, buildings;
- Rehabilitation of roads, management tracks, gravel pits and man-induced erosion;
- Wildlife off-takes;
- Anti-poaching activities;
- Fire management; and
- IAS removals.

A detailed lower-level plan outlining the rationale and operational approach supports this programme. This programme links with biodiversity and effective park management high-level. To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 23: Wild and Distinctive Landscapes Programme

WILD AND DISTINCTIVE LANDSCAPES PROGRAMME					
High-level objective: <i>To ensure that the connectedness across borders is maintained, in order to allow the dynamic patterns and processes, (including those shaped by people from historic to present times), to persist while enhancing the wild and distinctive landscapes.</i>					
Objectives	Actions	Responsibility	POE	Timeframe	Reference
To ensure compliance of declared areas.	If so desired, apply for formal declaration of Wilderness areas as per NEM: PAA.	PPD, JMB	Government Gazette	Year 7, as required	NEM: PAA
	Develop appropriate monitoring and auditing mechanisms to 1. Verify whether developments adhere to target 'wilderness' attributes and industry standards; and 2. To verify wildness qualities, experiences and sense of place.	CM, SS	Auditing tools, report	Year 3	
	Mitigate non-compliance: Enforce protocols & legislation.	CM	Document	Ongoing	
	Rehabilitation of man-made infrastructure (roads, tracks, artificial water points) and visitor management to enhance the wilderness experience.	TS, CM	Report	Ongoing	Rehabilitation LLP
To expand the area of wildness.	Develop wildness quality principles and conservation guideline.	CM, SS, RS	Document	Year 2	



WILD AND DISTINCTIVE LANDSCAPES PROGRAMME

High-level objective: To ensure that the connectedness across borders is maintained, in order to allow the dynamic patterns and processes, (including those shaped by people from historic to present times), to persist while enhancing the wild and distinctive landscapes.

Objectives	Actions	Responsibility	POE	Timeframe	Reference
To promote an appreciation of wilderness amongst the public, especially visitors to the park.	Produce information for the public on wilderness areas and its value.	CS, SS, CM, T, CPA	Documents	Ongoing	Research, Monitoring and Co-learning LLP
	Ensure that wild & distinctive landscapes are clearly indicated on tourist maps with accompanying descriptions.		Map	Ongoing	
	Promote a wider use of wild areas in the MCNP through a range of appropriate and alternative product development	T, SET, CM	Report	Ongoing	Visitor Management Plan
To develop and maintain a collaborative network.	Develop and maintain a collaborative network between the park and other conservation or wilderness-associated institutions (regionally, national & internationally) to promote wilderness qualities and associated values.	CM, SS	Report	Year 3	Wilderness Action Group
To monitor and evaluate the impact of the implementation programmes, and adapt as required.	Monitor and evaluate progress and impact against annual work plan targets and programme objectives.	CM, SS	Reports	Annually	
	Adapt programme approach and feedback and inform risk response strategy.	CM, SS	Document	Annually	

10.4. Responsible Tourism and Sustainable Business Practices Programme

The purpose of the responsible tourism (RT) programme is to drive nature based responsible tourism in the MCNP while optimising tourism opportunities through a conducive and enabling business environment, with business linkages throughout the value chain that provides good economic returns for the Makuleke people and its partners, while positioning the MCNP as a world-renowned tourism destination at the heart of the GLTFCA.

Ecotourism is the primary source of income and a vital contributor to the MCNP and Makuleke Community. The sectors extensive value chain and labour absorption capacity is a tool for economic development while also playing a significant role in socio-economic challenges. Historically, the sector has always proven resilient through global financial meltdowns and health pandemics. However, the scale and depth of the disruption caused by the COVID-19 health and economic crisis suggest that the road to recovery will be long and highly uncertain. According to the United Nations World Tourism Organisation (UNWTO, 2021) the sector will only return to pre-crisis levels in 2023. The concessionaires in the MCNP are the lifeline to economic stimulation and job creation in MCNP. These business owners, the Makuleke CPA and KNP have pulled together to re-assess the commercial activities within the MCNP which considers non-tourism alternatives and provides additional revenue streams. In addition to this the Makuleke JMB undertook to review the MCNPs business model which will assist in sustainable financially sound business planning during the road to recovery and beyond.



Sustainable tourism development has been defined as *tourism which is developed and maintained in an area (community environment) in such a manner and at such a scale that it remains viable over an indefinite period and does not degrade or alter the environment (human and physical) in which it exists to such a degree that it prohibits the successful development and wellbeing of other activities and processes* (Butler, 1993:29). The RT programme thus looks at all aspects of the current and potential tourism product and service offering in order to ensure that the MCNP meets the required standards for environmental and financial sustainability, local community beneficiation and customer service excellence, and this starts by establishing the park's RT baseline. This will be achieved through the guidance set by the SANParks Responsible Tourism Strategy which follows the national Responsible Tourism Standard (SANS1162:2011).

A measure for customer service excellence is measuring the customer feedback, tourism quality standards, universal access (UA) standards, and then evaluating the visitor management aspects relating to the MCNP for a seamless cross-border experience. Implementation of RT enables operational efficiency and thus creates the environment for new product development, packaging and dynamic pricing in order to maximise yield, though dependencies such as the availability of advanced technologies do exist.

In order to align the MCNPs tourism operations to these expectations and in implementing the 2022 Responsible Tourism Strategy SANParks seeks to base all its planning and decision making on the following guiding principles and values:

- ✓ Provide nature-based responsible, value for money tourism experiences, whilst promoting MCNPs biodiversity, cultural and wilderness qualities, to our strategic advantage;
- ✓ Contribute to building a broad based constituency for the long term sustainability of conservation in a people-centred way; and
- ✓ Using appropriate nature-based RT as the best possible financial opportunity to support and supplement conservation funding. This financial driver should never become an end in itself, and should never erode the core conservation values of the organisation. Viewed together with other financial sources, the overall outcome must effectively enable MCNP.

The GLTFCA presents a unique opportunity to use tourism development to facilitate regional ecosystem conservation based socio-economic development. The GLTFCA has identified a range of cross-border tourism opportunities that can be developed within the transboundary initiative and in partnership with a range of key stakeholders. These products include transboundary wilderness trails, 4x4 trails and the development of a cross-border tourism node within the Pafuri / Sengwe area that forms the heart of the GLTFCA. Therefore, the Makuleke JMB recognises that apart from the limitations of the biophysical environment and the park's desired state; that tourist density and experiences must be managed through a strong but flexible visitor management protocol that is informed by a sound research programme as well as the experiential expectation and perceptions of the broader marketplace. This is especially relevant if the proposed border crossing were to come to fruition. Furthermore, in partnership with key stakeholders, the park will seek to provide real and tangible benefits to communities around the park thereby facilitating effective socio-economic development and growth in these local communities.

The development and improvement of tourism infrastructure is critical for sustainable growth. This is a key function of the MCPA as per the Settlement Agreement (see Section 34.3.2) which will require partnerships in mobilising necessary resources and attracting investment to grow tourism, while also ring fencing funding for infrastructure upgrades and maintenance.



A Tourism Framework and Marketing Plan need to be developed for the MCNP and broader Pafuri-Sengwe Region. This framework seeks to identify tourism opportunities, experiences and products. Products identified and incorporated into the MCNP management plan will then feed into the product development framework that will, via a specific process, ensure sustainable product development. In this regard all new developments will be considered very carefully within the approved zonation and will ensure that the sense of place in the MCNP is maintained.

Table 24: Responsible Tourism Programme

RESPONSIBLE TOURISM PROGRAMME					
High-level objective: To optimise low impact and appropriate tourism and economic opportunities (including new and existing tourism developments, activities and uses).					
Promotion objective: To promote the Makuleke Contractual National Park as a tourism destination in its own right.					
Sub-objectives	Actions	Responsibility	POE	Timeframe	Reference
To develop an Integrated Tourism Framework and Marketing Plan.	Develop an Integrated Tourism and commercialisation plan, identifying events, activities and facilities which complement current offerings in the MCNP and which align to the CPAs long term vision for the MCNP	MPC, MCPA, KNP-T, KNP-SED	Document reports	Year 1	
To link and develop new and existing products	Identify opportunities to link existing and new products with neighbours that are open to the MCNP as the gateway to the GLTFCA (e.g. cross border opportunities)	MPC, MCPA, KNP	Report	Year 1, ongoing	
To conduct market research through a visitor survey which will give information re potential and current offerings.	Conduct a Tourism Visitor survey in partnership with commercial partners and KNP gates, indicating demographics, perceptions, satisfaction and preferences.	MPC, MCPA, Concessionaires, KNP	Report	Annual	
	Obtain gate statistics from Pafuri and Punda Maria to monitor tourism performance.	MPC	Document	Quarterly	
	Obtain occupancy levels (bed nights) through monthly reporting to MCPA by concessionaires.	MCPA, Concessionaires	Report	Monthly	
To develop a MCNP Branding and Positioning Strategy.	Develop a branding and positioning strategy for the Makuleke Contractual Park, which aligns to the CPAs long term vision for the park.	MPC, MCPA	Strategy	Year 1	
	Develop protocol for the implementation of the MCNP Brand.	MPC, MCPA	Protocols	Year 1	
Introduce annual events into the MCNP.	Develop an events strategy with a variety of viable events (MTB, hiking, concerts etc.)	MPC, MCPA	Reports	Year 1	
	Find suitable partners and sponsors.	MPC, MCPA	Document	Annually	
	Find opportunities for media coverage and enhance existing editorials, magazines and social media coverage to maintain high media visibility.	MPC, MCPA	Reports	As required	Sales and marketing strategy
	Explore opportunities for promoting park attractions in conjunction with tourism partners.		Minutes of meetings	Ongoing	



RESPONSIBLE TOURISM PROGRAMME

High-level objective: To optimise low impact and appropriate tourism and economic opportunities (including new and existing tourism developments, activities and uses).

Responsible Tourism Performance objective: To ensure responsible, sustainable tourism that aligns with the vision, supports and enhances the value of existing assets and the Makuleke brand and respects existing legal obligations.

Sub-objectives	Actions	Responsibility	POE	Timeframe	Reference
To develop a RT programme for MCNP that aligns with SANParks RT Strategy.	Develop a responsible tourism programme in line with SANParks responsible tourism strategy to measure RT norms and standards.	MPC, MCPA, KNP-T	Programme	Year 1	SANParks Responsible Tourism Framework, SANParks Responsible Tourism Strategy
	Engage relevant stakeholders to facilitate funding for energy-efficiency conversions or renewable-energy projects.	MCPA, Concessionaires with guidance from KNP-t	Reports	Year 1	
	Educate and motivate staff in the responsible tourism principles and enhance tourism capacity and skills base within staff complement.		Registers	Year 2	
To manage and assess RT performance.	Implement and monitor Responsible Tourism actions by utilising the Responsible Tourism Toolkit.	MPC, MCPA with its commercial partners	Report	Year 1, ongoing	
	Identify, review and mitigate the visitor impact on biodiversity, heritage and tourism resources.	KNP-T	Report	Year 2, ongoing	
	Undertake Tourism Quality Assurance assessments, grading, and UA assessments.	MPC, MCPA commercial partners	Reports	Year 1, ongoing	
	Develop measures for continuous improvement of sustainable operations; considering climate change risks to socio-cultural, environment and economic management.	MPC, MCPA, KNP-T	Guidelines	Year 3, ongoing	Climate Change, National Development Plan
To promote RT practice within Tourism.	Increase number of tourism programmes and projects led by benefiting communities.	MCPA	Research reports	Year 3	NTTS Strategy
Use local resources sustainably, avoid waste and over-consumption.	Measure, manage and monitor performance of water and electricity consumption by adhering to targets.	Commercial partners to MCPA, to MPC to report to JMB	Report	Ongoing	Annexures: Makuleke Business Review 2021

Creating a conducive and enabling business environment: To support current and future business endeavours in the Makuleke Contractual Park and within the Makuleke community, whilst protecting the tranquillity and sense of place.

Sub-objectives	Actions	Responsibility	POE	Timeframe	Reference
To maintain and upgrade tourism infrastructure that is of the same	Maintenance of tourism facilities and infrastructure according to tourism standards.		Grading Schedule, Annual	Annually	



RESPONSIBLE TOURISM PROGRAMME					
High-level objective: To optimise low impact and appropriate tourism and economic opportunities (including new and existing tourism developments, activities and uses).					
standard and experience provided by the concessionaries.		MCPA, MPC with guidance from KNP-TS	Infrastructure Maintenance Schedule		
	Explore infrastructure developments in accordance with zonation guidelines and MCNP Business Review .	MPC, MJMB, MCPA, JMC and partners	Tourism Infrastructure and development plan	Ongoing	

10.5. Cultural Heritage Management Programme

The purpose of this programme is to consolidate, sustain, manage and present the significance, authenticity and integrity of tangible and intangible cultural heritage (CH) resources in MCNP. The vision is to conserve, sustainably and responsibly utilize and promote cultural heritage resources for the benefit and enjoyment of visitors and neighbouring communities. Although this programme is specifically for the MCNP, it is closely aligned with the KNP cultural heritage programme (KNP MP 2018 – 2028) because the area was part of the KNP prior to restitution of the land to the Makuleke Community.

The management of the CH resources is guided by national legislation, policies and procedures within SANParks. The National Heritage Resources Act (NHRA) No. 25 of 1999 provides the framework for the maintenance and conservation of heritage resources in accordance with the standards and procedures set out by the South African Heritage Resources Agency (SAHRA). SANParks policies such as the Cultural Heritage Policy (2011), the Heritage Objects Collections Management Policy (2011), and Guidelines for Burials and Scattering of Ashes (2010) and the Development and Maintenance of Heritage Sites (2011) provide further guidance.

The MCNP has a fascinating and rich history and broader cultural heritage that dates back to the stone and iron ages. So far evidence of the Late Stone Age (40 000 – 1850 A.D) along the Limpopo / Pafuri has been found. Late Iron Age (1300 – 1840 A.D) sites are abundant in the Pafuri / MCNP area and include Thulamela and Shaluka (van Vollenhoven, 2021). The Historical Age, also known as the recent past, followed the Iron Age. The MCNP has a wealth of sites and cultural heritage falling within this era. With reference to, and excerpts from van Vollenhoven (2021), the preliminary report highlights heritage from the Historical Age in the Pafuri and MCNP regions. “The triangular piece of land between the Limpopo and Luvuvhu Rivers, borders both Zimbabwe and Mozambique. Because of the exclusion of other areas in the vicinity, e.g., the Makuleke reserve, this piece of land became a desolated area. As a result, it soon became utilised by fortune seekers, poachers, smugglers and people fleeing from the law. The area thus received a questionable reputation including the name Crooks Corner.

The area was also known as one where mine workers from Mozambique and Zimbabwe were recruited to work in the gold mines of the Witwatersrand. Even this at first was an illegal activity as it was not allowed to recruit people from north of the 22nd degree latitude line. This only became legal when, after the Second World War (1939-1945) the Witwatersrand Native Labour Association (WNLA) obtained the concession to recruit mineworkers.



Van Vollenhoven (2021) reports on many of the wild and tough characters that lived and operated in what has become the MCNP, and who contributed to forming the more recent history of the area. It includes the hunters, soldiers and traders amongst others. Some of the physical evidence remains today, while other information is retained in oral history.

The forced removals that came with the establishment of the KNP (and the MCNP) as a protected area did not only physically alienate communities from the landscape but denied them the spiritual and cultural connectedness which they previously enjoyed. The resulting loss of access to ancestral burial sites and other sacred spaces created the antagonistic relationship that most neighbouring communities had with the park. This is a legacy that the park is now working hard to address through various interventions including its Socio-Economic Transformation (SET) programme. The cultural heritage resources of the MCNP (and KNP) will play a critical role in re-establishing the connection between communities and the landscape (natural and cultural environment). Community benefits will not be limited to only spiritual and cultural access but entrepreneur support through capacitating local entrepreneurs to run landscape tours that include heritage trails (e.g. rock art trails) as part of the SET's SMME support programme.

Over the decades KNP has offered researchers and scholars throughout the country and abroad, great opportunities to unmask and help interpret the past through its wealth of cultural heritage sites and heritage objects. The learnings from many of these have not been shared with the public. The MCNP will seek partnerships with cultural heritage organizations and other institutions to establish relationships that enhance the resourcing and improvement of cultural heritage. Universities and institutions like national museums will be engaged to conduct cultural heritage research and keep the park as an active cultural heritage knowledge generation hub. Other partnerships will include funders like the National Department of Tourism for capital projects aimed at improving and introducing new infrastructure related to tourism product offering. The challenges that the KNP face are not only about how cultural heritage was alienated from mainstream park management but the resultant poor investment in the upkeep of heritage sites and collections. Currently neither the KNP nor the MCNP have accredited collections storage facilities and therefore unable to curate high risk heritage objects. The KNP / MCNP should invest in developing facilities that meet minimum museum and curatorial standards to be able to protect existing collections and repatriate collections that are currently held by third party institutions. Infrastructure investments for cultural heritage should be increased to bring in line more cultural heritage tourism products. The MCNP is currently not maximising the huge cultural heritage tourism potential as products are not packaged and promoted. There is an urgent need to provide packaged cultural heritage tours that links offerings from across the park and the wider cultural landscape beyond the MCNP's borders.

A detailed lower-level plan outlining the rationale and operational approach supports this programme. To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 25: Cultural Heritage Management Programme



CULTURAL HERITAGE MANAGEMENT PROGRAMME

High-level objective: To effectively manage the preservation and presentation of the diverse historical and cultural resources associated with the Makuleke Contractual National Park through compliance with relevant legislation, identification and documentation, research and responsible utilisation, for the benefit of society.

Objective: To compile and maintain a comprehensive inventory of all cultural heritage resources, inclusive of oral history through continuous identification and effective documentation.

Objectives	Actions	Responsibility	POE	Timeframe	Reference
To improve the understanding of the CH landscape of the MCNP.	Synthesise all stakeholder and expert inputs and incorporate into work plan.	SET, CH, TC, PC	Report	Year 1	
	Stakeholder engagement.		Minutes / reports	Ongoing	
	Map existing and newly discovered cultural heritage sites, maintain and update database.	SET, CH, TC, PC, SS	Database	Ongoing	
	Document oral history in relation to known sites in the MCNP.	SET, CH, TC, PC	MoU, Reports	Ongoing	
Objective: To conserve the tangible and intangible cultural heritage resources through effective management.					
To manage CH sites and collections in accordance with legislation and minimum standards.	Update existing (e.g., Thulamela) and write new and generic management plans for CH sites (rock art trails, historical sites etc.) and CH collections (e.g. artefact, museums).	CH, TC, SS	Documents	From Year 3 – year 8	
	Develop and monitor implementation of CH sites - and collections' management plans.	CH, TC, SS	Documents, reports	1 year, ongoing	
	Develop a Collections Security Plan.	SET, Corporate Cultural Heritage Unit, RS	Document	Year 2	
	Upgrade collections storage facilities and apply for SAHRA repository accreditation.	SET, TS, CH, CPA	Report, SAHRA accreditation application letter.	Year 7	
To nominate CH sites for National status (with reference to Prof van Vollenhoven)	Engage SAHRA to initiate grading processes, update Nomination Dossiers and site management plans and submit Dossiers for grading and declaration.	CH, specialists	Document	Ongoing	
Objective: To enable the access, interpretation and presentation, awareness and responsible use of heritage resources, including cultural assets and oral history, by broader society through research, knowledge management, sharing and product development.					



CULTURAL HERITAGE MANAGEMENT PROGRAMME

High-level objective: To effectively manage the preservation and presentation of the diverse historical and cultural resources associated with the Makuleke Contractual National Park through compliance with relevant legislation, identification and documentation, research and responsible utilisation, for the benefit of society.

Objective: To compile and maintain a comprehensive inventory of all cultural heritage resources, inclusive of oral history through continuous identification and effective documentation.

Objectives	Actions	Responsibility	POE	Timeframe	Reference
To facilitate outreach and awareness through various mediums.	Develop and place interpretive material that enhances awareness of the African history of the MCNP.	CH, SET, TC (& consultant if necessary)	Material	Ongoing	
	Facilitate access to the park for groups (including CH days), and engage with the media to enable experiential learning, share knowledge on CH.	Via Makuleke CPA, SET, CH	Reports	Ongoing	
Objective: To enable the access, interpretation and presentation, awareness and responsible use of heritage resources, including cultural assets and oral history, by broader society through research, knowledge management, sharing and product development.					
To develop new CH tourism products.	Development of cultural heritage trails (e.g. rock art)	Concessionaires, CPA, RS, CH	Report with maps	Year 3	
	Develop fund raising proposal for establishment of Makuleke Interpretation Centre and Museum.	Concessionaires, CPA, RS, CH	Proposal	Year 2	
	Develop Cultural Heritage Tourism Packages (guided and self-drive Routes) and linkages to SMME (Refer to tourism section).	Concessionaires, CPA, RS, CH	Document	Year 3 onwards	
To facilitate community access to, and use of, significant cultural sites.	Facilitate access to, and use of, sites of cultural significance by local communities in order to conserve and enhance the cultural continuity of traditional rituals associated with the sites.	CPA, RS, CH	Reports	Ongoing	
To build staff (e.g. concession staff & RS) awareness of CH.	Foster a better understanding of CH and its management and Indigenous knowledge systems by park staff.	CPA, RS, CH, SET	Staff CH awareness events	Ongoing	To build staff (e.g. concession staff & RS) awareness of CH.
Objective: To grow capacity to enable effective management of all cultural heritage resources by securing required human resources, developing appropriate skills, nurturing partnerships and encouraging research.					



CULTURAL HERITAGE MANAGEMENT PROGRAMME

High-level objective: To effectively manage the preservation and presentation of the diverse historical and cultural resources associated with the Makuleke Contractual National Park through compliance with relevant legislation, identification and documentation, research and responsible utilisation, for the benefit of society.

Objective: To compile and maintain a comprehensive inventory of all cultural heritage resources, inclusive of oral history through continuous identification and effective documentation.

Objectives	Actions	Responsibility	POE	Timeframe	Reference
To enhance the CH capacity of staff and support research.	Facilitate interpretation capacity building workshops for heritage sites guides.	Concessionaires, CH, SET, training institution/s	Training materials	Year 5	To enhance the CH capacity of staff and support research.
	Enhance CH management capacity and facilitate human capital growth for museum curatorship.	Concessionaires, CH, SET, training institution/s	New appointments	Year 5	
	Co-identify CH research themes based on management needs (relevant to all objectives).	SET, SS, CH	Registered research proposals, research reports	Ongoing	
	Establish research partnerships with Universities and National Museums.	SET, CH	Partnership agreements	Year 5, ongoing	
Objective: To evaluate outcomes of management interventions by developing and reviewing implementation and monitoring plans.					
To apply SAM to all aspects of managing CH in the MCNP	Track and evaluate progress and impact made regarding all of the above.	SET, JMC, CH	Reports	Ongoing	

10.6. Socio-Economic Development Programme

The Makuleke CBNRM approach is a world-renowned C-PPP model which celebrates a community who regained rights over the land from which they were removed. MCNP's land value has been estimated to be worth R65 million and has vast potential in generating financial and other returns for the Makuleke people. According to Maluleke (2018:23) the economic and financial viability of the Makuleke community, based on the availability of resources, stability and reliable operations, has been vital in improving the livelihoods of the Makuleke people. To date money generated from commercial activities within the MCNP have contributed towards infrastructure development in the Makuleke village (electricity, roads, schools and church buildings), education (bursaries, training and skills development) and SMME development through procurement of goods and services (vegetables, building materials etc.).

The commercial rights given to the Makuleke CPA as landowners over the MCNP present a unique opportunity for investors, government and the Makuleke People (C-PPP model) to collaborate in a manner that is commercially attractive, sustainable, and fair and that yields optimal benefit to the Makuleke people.



through financial, skills and employment gains. The involvement of the Makuleke people in a meaningful manner is essential for the sustainability of investment projects. However, the CDF (2011: iii) noted that one of the key issues experienced in the MCNP is limited socio-economic benefits, both in income and other less tangible terms. This programme has been developed to advance change through a more inclusive approach, where the Makuleke people and rightful landowners of the MCNP are more involved in the day-to-day operations and management of the MCNP while also deriving a more direct and sustainable benefit.

The following principles need to be applied to socio-economic development and enhancement:

- Attract quality business investments to the MCNP;
- Maximise job creation;
- Provide skills training and long terms career paths;
- Empowerment of the Makuleke village;
- Use and promotion of small and medium enterprises;
- Secure long-term income from the concessionaires.

This programme seeks to build on the existing strong foundation of the GLTFCA Integrated Livelihood Diversification Strategy (2016 - 2030), the Greater Kruger Strategic Development Programme (2020), and the Kruger National Park Management Plan (2018) and the Greater Kruger Community and Safety and Security Alliances. It will aim to systemically support a sustainable COVID-19 recovery of the Greater Kruger –GLTFCA landscape, with implementation focused on the MCNP, deriving direct benefit to the Makuleke people which will yield immediate impacts.

Management of protected areas has increasingly recognised the need to re-define their identity and usher in the new ways of managing protected areas. They have moved out of the ‘island’ mentality of management and are looking at landscapes as a whole, with the need to focus as much on their political, economic and cultural aspects as on their crucial biological values. Protected areas have resources that can be used to unlock opportunities with substantial contribution to the socio-economic development of communities. Local communities have had long-standing traditions of conservation and restrained resource use - they thus have a wealth of traditional knowledge in conservation management and their involvement will provide the opportunity to restore and integrate this knowledge. SANParks’ socio-economic development programme is aligned to Governments’ National Development Plan and the National Biodiversity Economy Strategy (the DFFE objectives to enhance fair and equitable sharing of benefits from biological resources and to improve the socio-economic benefit flow from biodiversity conservation). The MCNP has partnered with the private sector through concession agreements. Other partnerships which will be strengthened through SE integration and streamlined governance include sector clusters and portfolio committees, and relevant government departments including the Department of Rural Development and Land Reform, DAFF, Local Municipalities, NGOs, and other key programmes partnering with viable agricultural development programmes that will support and unlock the economic potential of agricultural activities in rural areas adjacent and linked to the protected area network.

The sourcing of goods and services from the Makuleke community is also promoted through the identification and ring fencing of opportunities for the benefit of these local enterprises. By partnering with neighbouring district and local municipalities, various external donors and neighbouring local communities, the park has made good strides towards enabling previously disadvantaged individuals and small micro-medium enterprises (SMMEs) providing better access to



park-related opportunities ranging from biodiversity conservation, alien species eradication (e.g. Working for Water) and arts and crafts to the concessions programme (outsourcing catering and transport services to neighbouring communities of the park).

Empowering young people is a national imperative. Acquiring skills will enable young people to drive the reconstruction and development of our country. SMMEs are critical drivers of job creation and, more broadly, economic growth in South Africa. Government has prioritised SMME development as one of the strategies for economic development and job creation. The SANParks Enterprise Development Strategy will take a long-term view and place its primary emphasis on facilitating youth access to the benefits that national parks present. A dedicated Youth Education and Development Programme will be implemented to raise awareness about conservation and build the capacity of young people to implement effective local programmes that will contribute to biodiversity management and job creation.

The EPWP is a nationwide programme and covers all spheres of government and state-owned enterprises. This programme provides an important avenue for labour absorption and income transfer to poor households in the short to medium-term. EPWP projects employ workers on a temporary basis under the Ministerial Conditions of Employment for the EPWP in four sectors. It specifically targets the creation of employment for poor, unemployed people who are either unskilled or poorly skilled. The programme provides a basic income, albeit on a temporary basis, while simultaneously achieving biodiversity objectives. SANParks has implemented EPWP projects since the late 1990's when the first WfW projects were implemented in some of the national parks, and has subsequently become one of the biggest implementers of the DFFE programme. SANParks will continue to implement the EPWP programme; and will integrate and align it with operations to ensure proper monitoring and reporting. The Infrastructure Programme supports the use of potentially emerging contractors as per the Construction Industry Development Board guidelines for the implementation of construction projects in national parks.

SANParks acknowledges and supports the government's quest to correct the past imbalances of land rights. In trying to balance these two constitutional mandates the Department of Land Affairs, now the Department of Rural Development and Land Reform, made a submission to Cabinet in 2008 to obtain approval for a joint government position regarding the settlement of restitution land claims in proclaimed protected areas, state forests under national government and World Heritage Sites. The park was part of the process to develop a beneficiation scheme which was developed as per Cabinet Memo. The claimants will not be given their land back but will benefit from opportunities identified within the beneficiation scheme. The scheme must be agreed upon by the claimants and thereafter they will be able to participate in the opportunities inside the park and also participate in opportunities identified through the Municipal Integrated Development Plan initiatives.

As a developing country, South Africa exhibits typical associated challenges. There are communities, particularly in rural areas, without basic services such as clinics, water and sanitation, schools without the necessary infrastructure / equipment, high unemployment and low literacy levels. The majority of national parks are located in these rural areas which experience the problems identified above. Communities living in these areas view SANParks as a catalyst for socio-economic development. National parks can therefore not grow in isolation without taking cognisance of the needs of the people living in the neighbouring communities. The SANParks social legacy programme contributes to government's mandate as well as the sustainable development goals on social development through collaboration with local municipalities, provincial and national government departments to contribute towards provision of much needed facilities and services in communities bordering national parks. A dedicated fund has been established to support the establishment of social investment projects in communities. The social legacy programme is used to develop and support sustainable programmes and projects that will have a long-lasting impact in local communities. At present (2018), the fund is used to provide facilities which support education.



Table 26: Socio-Economic Development Programme

SOCIO-ECONOMIC DEVELOPMENT PROGRAMME					
High-level objective: To ensure that socio-economic benefits to the Makuleke community are optimised.					
Optimise Revenue Objective: To optimise revenue, procurement opportunities and the inclusion of the Makuleke CPA and Makuleke people.					
Sub-objective	Actions	Responsibility	Indicators	Timeframe	Reference
To unlock sustainable financing options for conservation compatible socio-economic integration and beneficiation to the Makuleke Community.	Explore options to secure sustainable income for the development and upkeep of community projects.	MCPA, MPC, JMB	Report	Ongoing	Makuleke Business Review, 2021
	Investigate and formalise a dedicated funding vehicle for the management of MCNP and in support of the JMBs functions.	MPC, JMB, MCPA, KNP-RI	Report	Year 1, ongoing	
	Develop a Funding Strategy to provide alternative revenues of income for the MCNP.		Report	Year 1, ongoing	
	Ensure sound financial reporting mechanisms accountable to the JMB (CPA, SANParks and Commercial partners).	MPC, MCPA, JMB	Annual Reports	Annual	
	Solicit funding for financial training and basic accounting of the implementation officer of the MCPA.		Training	Ongoing	
To provide procurement and business opportunities for the Makuleke SMMEs.	Develop and update Makuleke SMME Database.	MCPA, MPC and SET	Database	Ongoing	
	Develop a Procurement Plan for the MCNP.	MCPA, MPC and SET	Report	Ongoing	
	Business Linkages and Networks (solicit according to approved protocols).	MCPA, MPC and SET	Protocol and Agreements	As required	
To develop and implement environmental education programmes.	Revitalise community training and educating youth with a clear linkage to MCNP and partnerships.	MPC, JMC, KNP-SET	Report	Year 2	
	Identify, develop and implement a work plan for annual approved projects and continuously review.	MCPA, MPC, JMB, KNP-SET	Document	Year 1, ongoing	
	Promote cultural tours and concerts as per protocols.	MPC, JMC	Report, Protocols	Year 1, ongoing	
To develop social legacy programmes and build community pride.	Facilitate Traditional Council Visits (Makuya and Mhlangamani) for improved relationship building.	MPC, KNP-SET	Events calendar	Annual	
	Develop an events plan, costing and supporting pertaining to environmental days.	LMs, CCDM, LEDET, KNP-SET, Makuleke	Events calendar	Annual	



SOCIO-ECONOMIC DEVELOPMENT PROGRAMME					
High-level objective: To ensure that socio-economic benefits to the Makuleke community are optimised.					
Optimise Revenue Objective: To optimise revenue, procurement opportunities and the inclusion of the Makuleke CPA and Makuleke people.					
Sub-objective	Actions	Responsibility	Indicators	Timeframe	Reference
	Develop a programme for clean-up campaigns.	MPC	Report	Quarterly (linked to above stated events)	
	Develop an annual programme for greening events (Tree Planting in Public Places).	MPC, KNP-SET, Concessionaires	Report	Quarterly (linked to above stated events)	

10.7. Stakeholder Relationship Programme

The success of the Makuleke Contractual National Park (MCNP) is embedded in the effective co-ordination and collaboration of partners and stakeholders in the broader MCNP region. Makuleke Contractual National Park seeks to establish and maintain meaningful and beneficial relationships with a wide range of stakeholders, promoting the park's values, vital attributes and objectives. Creating and maintaining effective partnerships requires a good understanding of the stakeholders relevant to the park's objectives, understanding the stakeholder interests, their levels of influence, their mandate and authority. Partnerships are furthermore critical where resources are combined to optimise the implementation of programmes and projects.



Makuleke MP

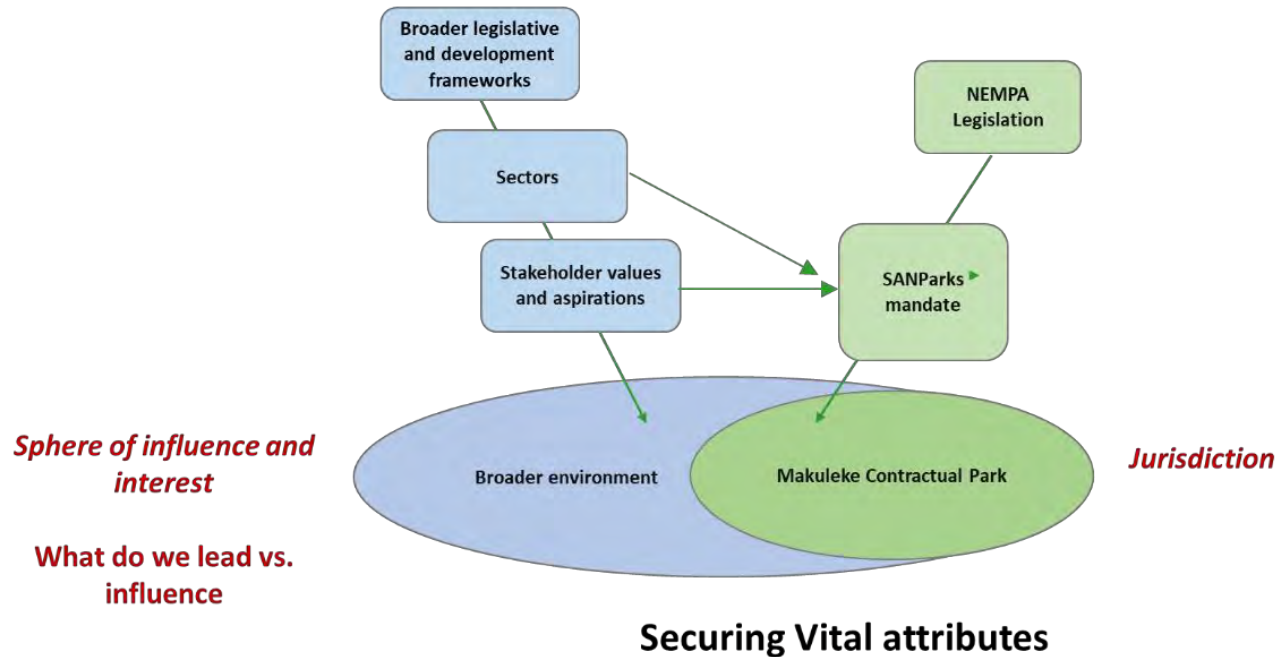


Figure 9: The Makuleke Contractual National Park Stakeholder engagement and Communication Strategies are guided by the parks jurisdiction, sphere of influence and interest in promoting its Vision.

This requires continuous engagement with a range of stakeholders and sectors through various mechanisms, pending on the envisaged objectives and outcomes of a programme. Partnerships pertain to many levels of stakeholders, notably internal and external partnership arrangements. Internally it includes the partnerships and institutional structures relevant for the operation of the Makuleke Contractual National Park. Externally, it includes partners from all spheres of government, adjacent communities, government sectors, National and International agencies (conservation, safety and security, development partners, research partners), business partners, tourists and the media.



The Makuleke Contractual National Park Stakeholder Engagement plan therefore seeks to address the following:

- Criteria for stakeholder prioritisation;
- Target audience and their relevant details, as linked to the objectives of the park;
- Stakeholder typology;
- Communication guidelines for the respective stakeholder groups.

The Makuleke landscape has multiple spheres of influence and institutional arrangement from an international to a local level that plays a role in the management of the MCNP. The stakeholder strategy aims to co-ordinate and create linkages between all the relevant stakeholders. The following four main stakeholder categories have been identified: Stakeholders are categorised as strategic partners; key interest groups; primary and secondary stakeholders. This forms the basis for stakeholder engagement for a range of programmes, based on the parks' jurisdiction (mandate as Contractual National Park); area of influence (issues of mutual interest between Makuleke Contractual National Park and strategic partner(s)); and issues of interest (broader information sharing). Stakeholder engagement is facilitated through a range of informal and formal structures and understanding the entry points for such engagement is important to effective and efficient programmatic outcomes. Engagements will differ for the various categories of stakeholders. The higher the stakeholder's level of interest and potential impact on the MCNP the more regular the engagements will be.

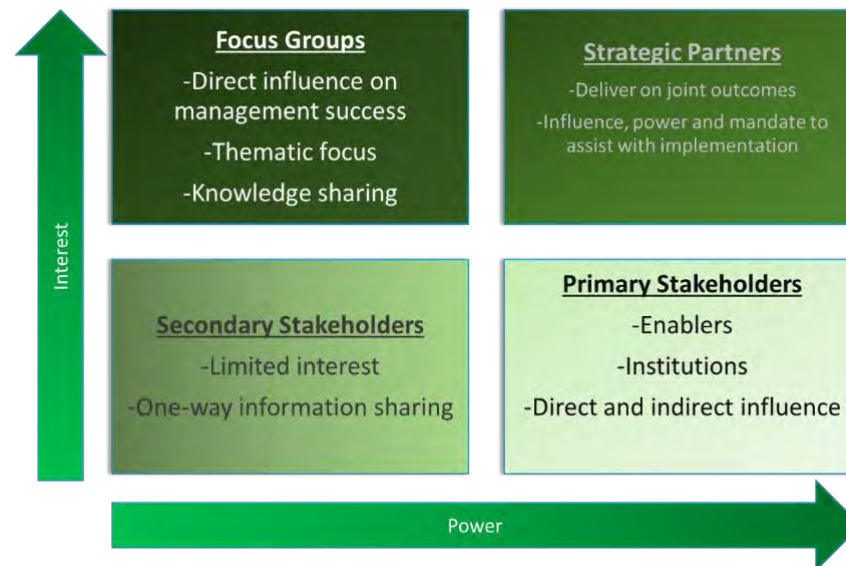


Figure 10: Stakeholders are stratified according to different groups, to better guide levels of engagement and to inform the communication means.



The Stakeholder engagement and Communication strategy will furthermore be determined by the objectives of a specific programme. The mapping, profiling and the development of a network analysis are key steps to guided partnership arrangements, to inform engagement mechanisms and rules, formalising of agreements where relevant, the capacity to implement and resourcing of programmes.

GKSDP Stakeholder engagement process

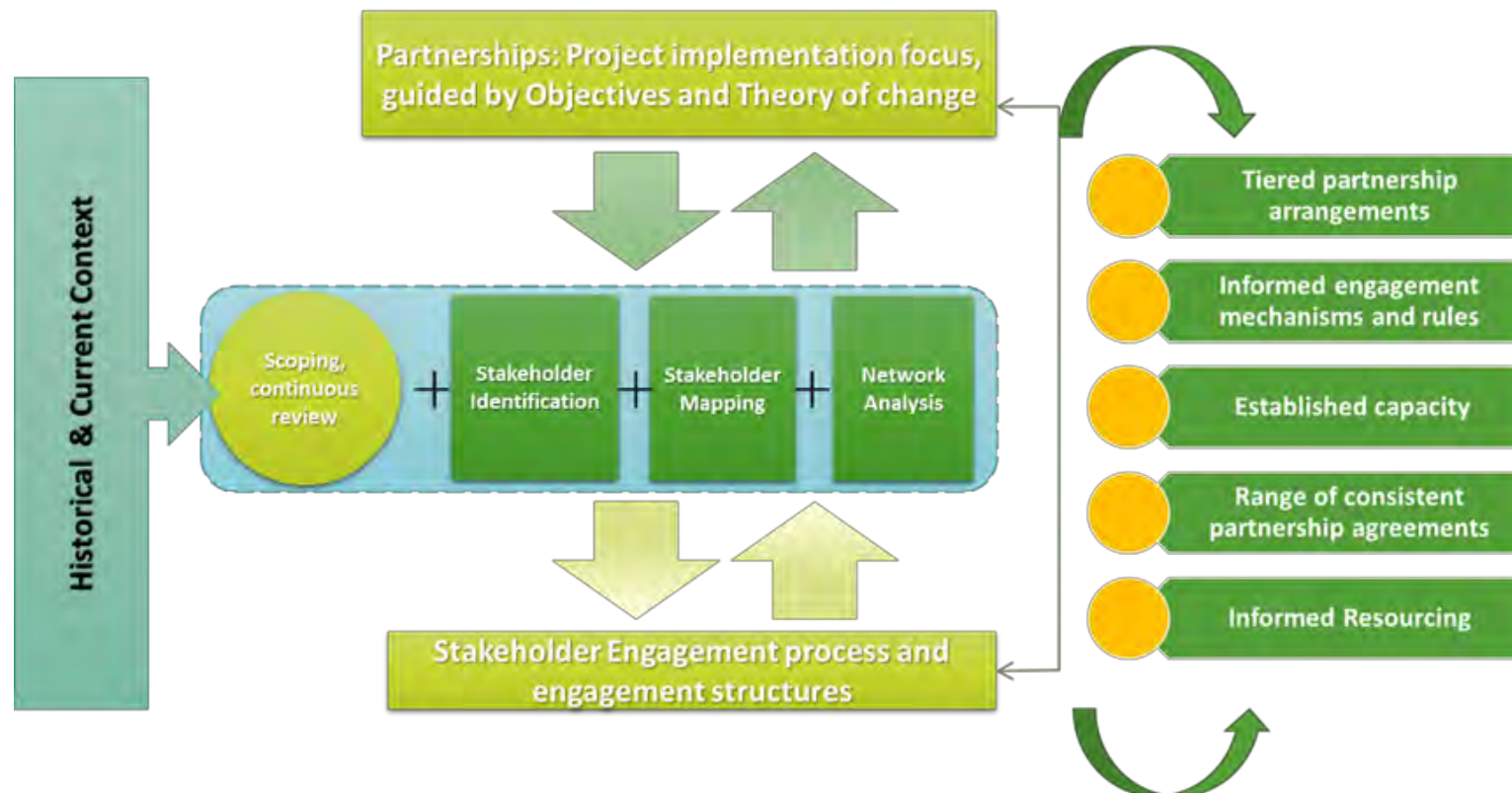


Figure 11: Schematic illustration of how partnership arrangements pertaining to the Makuleke Contractual National Park need to be determined and reviewed on frequent basis.

To achieve the purpose of this programme, the actions listed in the table below will be implemented.



Table 27: Stakeholder Engagement Programme

STAKEHOLDER ENGAGEMENT PROGRAMME					
High-level objective: To build and broaden a strong, lasting constituency with stakeholders by creating meaningful, mutual relationships through mutual beneficial partnerships, in support of the park's Vision, conservation mandate and responsible socio-economic outcomes.					
Objective: To build positive relationships by facilitating effective engagement through well governed institutional structures and programmes.					
Sub-objectives	Actions	Responsibility	POE	Timeframe	Reference
To build and strengthen stakeholder relationships supportive of the park's mandate.	Develop a stakeholder and sector analysis and overarching Makuleke Contractual National Park Stakeholder engagement plan, and review periodically.	MPC, All	Document	Year 1, 5, 9	GKSDP Stakeholder Strategy KNP Management Plan Stakeholder Engagement Strategy
	Review internal and external partnership arrangements in support of the core functions and associated programmes, and inform actions to strengthen these.		Document Reports	Year 1, 3, 5, 7	Stakeholder Engagement Plan.
	Formalisation and continuous review of strategic partner agreements.		Agreement Reports	As required	
	Develop a Communication Strategy and implementation plan for effective knowledge transfer.		Strategy Plan Reports	Ongoing	
	Conduct annual roadshows and learning exchanges with targeted stakeholder groups.	MCP, All	Roadshows reports	Annually	
	Ensure effective participation in, and governance of, meetings for existing committees and forums.	MCP, All	Minutes	As per Forum / Committee arrangements	Stakeholder Engagement Plan Committee TORs
	Develop and review guidelines to support meaningful volunteer / internship programmes, and monitor the implementation and impact thereof.	MCP, All	Guideline Reports	Year 1 Annual review of implementation	HCM plan
	Develop a Strategic partner plan with Corporates and NGOs in support of the core functions e.g. youth-, environmental	MCP, All	Plan Reports	Year 2	



STAKEHOLDER ENGAGEMENT PROGRAMME					
High-level objective: To build and broaden a strong, lasting constituency with stakeholders by creating meaningful, mutual relationships through mutual beneficial partnerships, in support of the park's Vision, conservation mandate and responsible socio-economic outcomes.					
Objective: To build positive relationships by facilitating effective engagement through well governed institutional structures and programmes.					
Sub-objectives	Actions	Responsibility	POE	Timeframe	Reference
	education-, tourism-, conservation-, socio-economic development-, funding raising-, safety and security-, cultural heritage programmes.			Review Year 5, 7, 9	
	Develop guidelines to inform the MCNP sector arrangements within the GLTFCA, in support of nodal implementation programmes.	MCP, All	Guideline	Year 2	KNP Regional integration guideline
	Facilitate Makuleke Community access to sites of cultural or spiritual significance inside the park, as per guidelines and structured programme.	MCP, CPA	Guidelines Reports	Year 1 programme and guideline Annual implementation	
	Facilitate structured broader community access to the park, and participation in programmes, <i>ad hoc</i> events or meetings.	MCP, SET	Programme Reports	As per Programme	
	Monitor and evaluate the impact of the implementation programmes, and adapt as required.	MCP, All	Report	Annually	

10.8. Effective Park Management

10.8.1. MCNP INSTITUTIONAL ARRANGEMENTS

The Makuleke Contractual National Park's Effective Park Management seeks to ensure that the values and objectives of the park are maintained. These programmes put in place the systems and processes that enable proactive management of the park's objectives.

Effective governance and enabling institutional arrangements

Protected areas are important land uses that secure biodiversity, restore and connect landscapes, and sustain ecosystems services for improved human well-being. Understanding, and more critically, strengthening governance arrangements at multiple levels, as well as improving Protected area management effectiveness at individual level, landscape and TFCA protected area network level, requires robust Protected area designs, arrangements and evaluations



of whether the actions, management systems and processes are delivering on the individual Protected area and broader landscape outcomes. The purpose of this programme is to guide governance and enable institutional arrangements in support of the MCNP objectives and in relation to the broader GLTFCA arrangements.

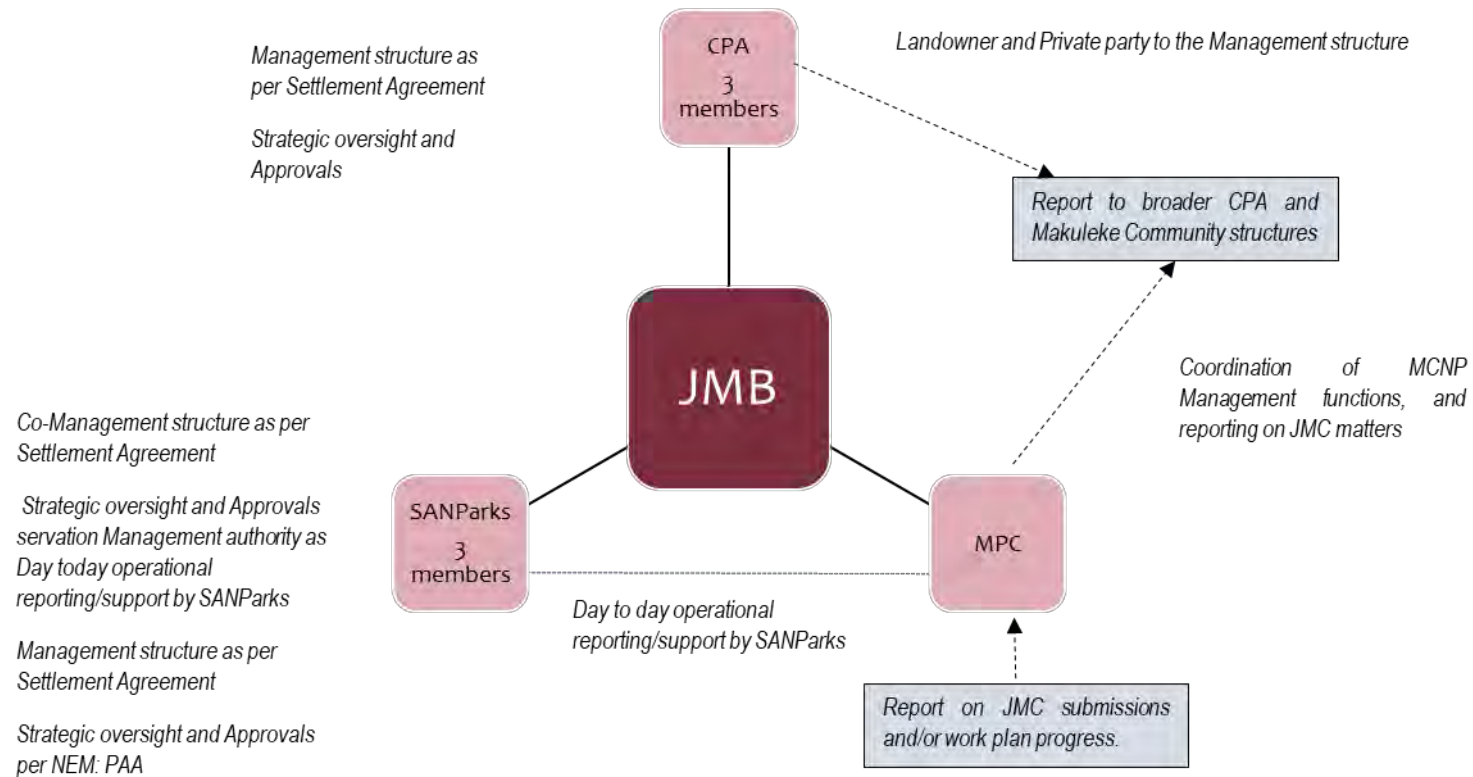


Figure 12: JMB Arrangements in support of the MCNP objectives

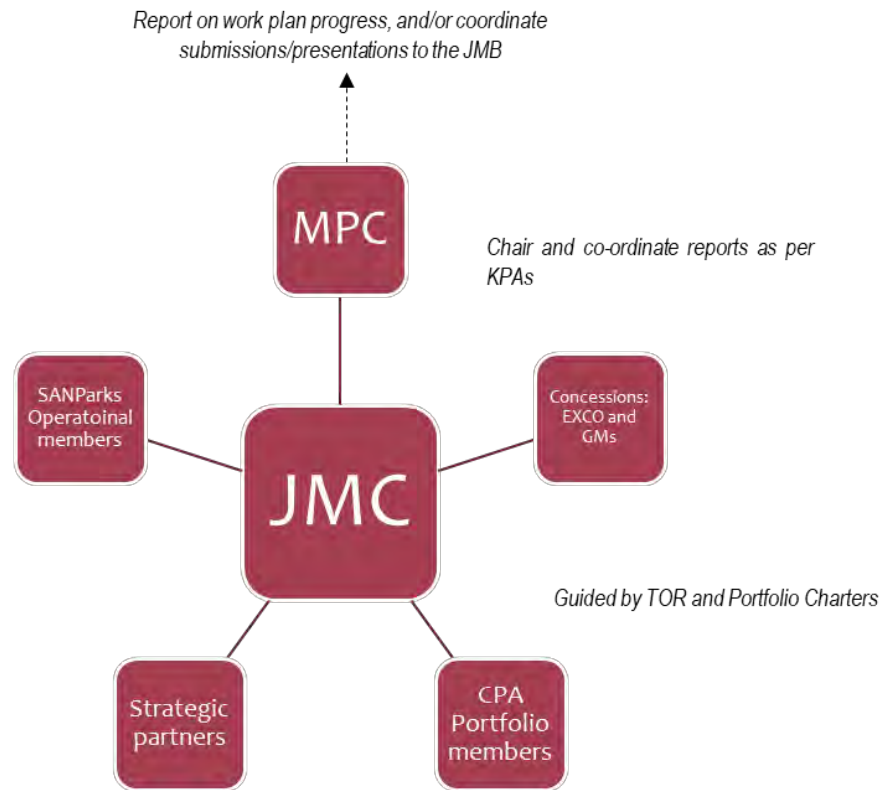


Figure 13: JMC operational arrangements as per MCNP Management plan objectives.

Table 28: Summary of Institutional arrangements, functions, the role of the MCNP and entities responsible for the implementation thereof.

EFFECTIVE GOVERNANCE AND ENABLING INSTITUTIONAL ARRANGEMENTS			
Institutional arrangement	Functions	MCNP role	Responsible entity(ies) in the MCNP
International			



EFFECTIVE GOVERNANCE AND ENABLING INSTITUTIONAL ARRANGEMENTS			
Institutional arrangement	Functions	MCNP role	Responsible entity(ies) in the MCNP
GLTFCA Joint Management Board	Strategic Oversight in the GLTFCA (GLTP Treaty, 2002).	Operational implementation	SANParks
GLTFCA sub-committees	Transboundary operational programmes.	Operational implementation	CPA, SANParks
National			
GLTFCA Cooperative Agreement Joint Management Committee (2018)	Strategic oversight Greater Kruger (South Africa), guided by NEM: PAA (Act 57 of 2003).	Strategic oversight	CPA
GLTFCA Joint Operational Committee (2018)	Operational programme collaboration with Makuya Nature Reserve, KNP Pafuri section and adjacent land use area.	Operational programme collaboration	CPA, SANParks, Concessions
Makuleke Contractual National Park			
MCNP Joint Management Board	Strategic oversight MCNP.	As per Settlement Agreement (1998)	CPA and SANParks
Makuleke Joint Management Committee	Operational oversight as per Charters.	Operational co-ordination, monitoring, reporting	CPA, SANParks, Commercial Partners, broader enabling partners
SANParks	Management authority through JMB arrangements	Compliance with NEMPA Section 20, 38	KNP operational departments
Makuleke community arrangements			
MCNP CPA members	Provide strategic oversight for the effective management of the MCNP.	Provide Management and Financial reports	MCNP CPA members
Broader CPA	Judiciary functions	Provide Management and Financial reports	MCNP CPA members
Royal Family		Provide Management and Financial reports	MCNP CPA members
Traditional Council		Provide Management and Financial reports	MCNP CPA members
Community Development Forum	Development programmes in the broader Makuleke Community.	Enable and report on Socio-economic value chains	MCNP CPA members
Makuleke CPA trust	The main function is primary allocated for Makuleke Community Projects which will benefit the Makuleke CPA Members.	Provide an oversight management and financial support	MCNP CPA members

To achieve the purpose of this programme, the actions listed in the table below will be implemented.



Table 29: Effective Governance

Effective Governance					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To ensure effective governance and enabling institutional arrangements in support of the MCNP objectives and GLTFCA outcomes.					
Sub-objectives	Actions	Responsibility	Indicators	Timeframe	Reference
To ensure effective implementation of the GLTFCA arrangements (GLTP Treaty, 2002)	Develop, implement and periodically review GLTFCA TOR and work plan, as guided by the GLTP Treaty.	MPC	TOR Work plan Reports	Annually	See Regional integration programme
To ensure effective implementation of the GLTFCA Cooperative Arrangements within the Greater Kruger, SA footprint (2018)	Participate in the GLTFCA JMC, as per TOR and annual work plan, as guided by the National Legal framework and GLTFCA Cooperative Agreement JMC instruments.	MPC	TOR Work plan Reports	Annually	See Regional integration programme
	Participate in the GLTFCA JOC, as per TOR and annual work plan.	MPC	TOR Work plan Reports	Annually	See Regional integration programme
To ensure effective governance and institutional arrangements within the MCNP, as per Settlement Agreement	Develop, implement and periodically review MCNP JMB TOR and work plan.	MPC, JMB	TOR Work plan Reports	Annually	
	Report on the JMB strategic oversight implementation (to the CPA and SANParks).	MPC, JMB	Reports	Quarterly reports Annual reports	
	Develop, implement, and periodically review the MCNP JMC TOR and work plan.	MPC, JMC members	TOR Work plan Reports	Annually	
	Report on the JMC operational programmes and decisions (to the JMC Members and JMB)	MPC, JMC portfolios	Reports	Quarterly reports Annual report	
	Develop, implement and periodically review the MCNP JMC Charters.	MPC, JMC members	TOR Charters Reports	Annually	
	Research and support the development of a Special Purpose Vehicle to ring-fence funding for the MCNP functions as guided by the JMB, and report annually as per requirements.	MPC, JMB	SPV	Year 2	
	Develop and periodically review the policy framework (SOPs, Protocols, Guidelines) pertaining to each implementation programme, and ensure effective dissemination of information and clarification of roles and responsibilities.	MPC, Programme co-ordinators, JMC	Policy documents	Year 2, 6, 9	NEM: PAA NEMBA



Effective Governance

High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.

Objective: To ensure effective governance and enabling institutional arrangements in support of the MCNP objectives and GLTFCA outcomes.

Sub-objectives	Actions	Responsibility	Indicators	Timeframe	Reference
	Oversee the implementation of the Code of Conduct, and ensure effective compliance with the prescripts.	MPC	Code of Conduct	Ongoing	
	Oversee the implementation of and reporting in accordance with the Concessions guideline and audit reports.	MPC, Concessions, Ranger Services	Concession Guideline Quarterly audit reports	Year 1 Quarterly	Concession guidelines
To ensure effective governance and enabling institutional arrangements between the CPA, Commercial and Strategic partners.	Review and/or formalise arrangements between the CPA and Commercial partners in accordance with the Settlement Agreement, Management Plan and as per Legal framework.	MPC, CPA, Commercial partners	Agreements	As required	
	Monthly and annual financial, occupancy and broader socio-economic development (value chains, jobs, internships, training) reporting by Commercial Partners, as per Concession Agreements.	MPC, CPA, Commercial partners	Reports	Monthly financial and occupancy Annual financial audited report Annual socio-economic reports Annual reports	Agreements
	Develop annual financial and socio-economic development reports compiled by the CPA, for presentation to the broader Makuleke Community Structures and JMB, as per Settlement Agreement.	MPC, CPA	Reports		
	Develop clear protocols for socio-economic and conservation collaboration opportunities with external strategic partners, including decision-making processes and consultation at the CPA, JMC and JMB level, and report on implementation thereof.	MPC, CPA	Guidelines Reports	Year 1 As required	



Table 30: MCNP governance check list

Function	Implementing Structure	Responsibility/facilitator
JMB		
Approval and periodic review of TOR JMB	JMB	MPC
Quarterly JMB reports/minutes	JMB	MPC, Secretariat
Approval Annual Plan of operations/Workplan	JMB	MPC
Annual budget	JMB	MPC
Approval of Special Purpose Vehicle	JMB	MPC
Approval of Financial systems and procedures	JMB	MPC, JMC Tourism and Socio-economic working group
Financial oversight of Park management – annual reports by all parties (CPA, SANParks, Concessions, external funds)	JMB	MPC
Approval of Fund raising strategy	JMB	MPC, JMC Tourism and Socio-economic working group
Approval of Policies/procedures pertaining to MCNP, as guided by NEM: PAA and SANParks Legal framework (and as per Settlement Agreement)	JMC	MPC, JMC groups
Approval of Management Plan	JMB	MPC
Approval of Business case	JMB	MPC
Approval of MoUs/MoAs/TCA in line with the MCNP Management objectives	JMB	MPC
Approval of Stakeholder engagement strategy	JMB	MCP, JMC Tourism and Socio-economic group
Approval of JMC submissions	JMB	MPC, JMC Conservation
Approve Environmental Audits	JMB	MPC
Approval of MPC Performance contract	JMB	SANParks Regional Integration
Capacity development support to CPA, as required for Management Plan and Business plan implementation	JMB	MPC
Oversight and strategic guidance for new product/socio-economic development ventures	JMB	MPC, CPA
Oversight and approval of Marketing strategies and plans	JMB	MPC, JMC Tourism and Socio-economic group
Oversight and approval of transboundary products	JMB	MPC, JMC
Oversight and approval of external funded programmes	JMB	MPC, JMC Tourism and Socio-economic group
JMC		
Approval and periodic review of TOR	JMC	MPC, Thematic groups
Approval and periodic review of JMC Portfolio Charters	JMB	MPC, JMC
Approval of workplan per Management Plan Programme, for submission to JMB	JMB	MPC, JMC
Recommendations on submissions for approval by the JMB – conservation, training, socio-economic	JMC	MPC



Function	Implementing Structure	Responsibility/facilitator
Review of policies and procedures, for submission and approval by the JMB	JMC	MPC
Review environmental audits	JMC	MPC
Annual Workplan goal audit review, for submission to the JMB	JMC	MPC
Preparation of submissions to the JMB, for noting/approval	JMC	MPC
Compliance with Code of conduct, Concession guidelines and other policy prescripts	JMC	MPC
CPA		
Oversight of Socio-economic development programmes and benefit flows to community members	CPA EXCO	MPC
Regularise Commercial Contracts, and oversight thereof	CPA EXCO	MPC, Secretariat
Financial oversight of Commercial business, including monthly and annual reports	CPA EXCO	MPC, Secretariat
Communication and reporting of MCNP development with the JMB	MPC	MPC

10.8.2. ENVIRONMENTAL MANAGEMENT PROGRAMME

The purpose of this programme is to ensure responsible environmental management and to mitigate negative environmental impacts of development and operational activities. MCNP is required to practise sound environmental management in accordance with required standards of environmental best practice and compliance with legislation. A number of management tools form the basis of an environmental management framework.

In terms of section 24(2) of the NEMA, the Minister of the DFFE has identified activities that may not commence without authorisation from the competent authority NEMA: Environmental Impact Assessment (EIA) Regulations (2014). Further to the provisions of NEMA, MCNP will implement Environmental Management Plans (EMPs) and Environmental Management Programmes to guide all construction and operational activities that are not listed under NEMA as an activity requiring an EIA process. The precautionary approach will be applied as well as NEMA Section 28 (2) Duty of Care which imposes a general duty and obligation on every person to avoid pollution and environmental degradation. MCNP will develop an Environmental Management System (EMS) to manage their operational impacts.

To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 31: Environmental Management Programme

ENVIRONMENTAL MANAGEMENT PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To ensure compliance with environmental legislation, promote best practice standards and improve environmental risk management.					
Sub-objectives	Actions	Responsibility	Indicators	Timeframe	Reference
To develop and implement an Environmental Management System .	Develop and implement an Environmental Management System to	CM, MPC, RS, Concessions	Environmental Management System	Year 2	NEMA



ENVIRONMENTAL MANAGEMENT PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To ensure compliance with environmental legislation, promote best practice standards and improve environmental risk management.					
Sub-objectives	Actions	Responsibility	Indicators	Timeframe	Reference
	monitor and manage impacts within the park.		Reports		
	Develop a database of all RODs and EMPs, and map developments spatially.	CM, MPC, RS, Concessions	Database	Year 1	NEMA
	Adopt the KNP Concession guideline to manage and monitor responsible environmental practice.	CM, MPC, RS, Concessions	Reports Guideline	Year 2 for guideline	KNP Concession guidelines
To oversee environmental compliance, to mitigate risks and to ensure implementation of corrective actions.	Conduct environmental audits within Concessions, and implement corrective measures as per Operational Management Plans (OMPs).	CM, MPC, RS, Concessions	Audits	Quarterly	KNP Concession guidelines
	Ensure that EIAs and specialist studies are completed for listed activities.	CM, MPC, RS, Concessions	Reports Documents	As required	NEMA
	Monitor compliance and enforce requirements as set out in the Environmental Authorisation for listed activities and environmental management programmes for non-listed activities.	CM, MPC	RODs EMP Reports	As required	
To reduce the carbon footprint.	Reduce energy usage within the park, through the implementation of responsible green energy developments.	MPC, MC, TS, All	Documents	When relevant	
	Develop and implement an Integrated Waste Management Plan with improved and effective recycling and waste recovery and enterprise opportunities for communities.	CM, MPC, Concessions, RS	Programme Reports	Year 3	
	Develop and implement a reduction programme related to single use plastics, in collaboration with the park's Concessions.	CM, MPC, Concessions, RS	Programme	Year 3	



ENVIRONMENTAL MANAGEMENT PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To ensure compliance with environmental legislation, promote best practice standards and improve environmental risk management.					
Sub-objectives	Actions	Responsibility	Indicators	Timeframe	Reference
	Develop awareness of responsible resource practices through formal and informal capacity development and skills transfer interventions.	CM, MPC, Concessions, RS	Reports	Ongoing	
Monitoring, evaluation.	To monitor and evaluate the implementation of the programme.	CM, MPC, RS	Reports	Annually	

10.8.3. RISK MANAGEMENT PROGRAMME

The purpose of this programme is to establish and update the MCNP's risk profile, and to manage risks accordingly.

The main aim of the programme is to provide a comprehensive understanding of all identified risks and their potential impact on the achievement of objectives, thereby creating a good basis for the effective management of risks. This might include corporate, environmental, socio-economic, safety and security, or any other risks. To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 32: Effective Park Management - Risk Management Sub-programme

EFFECTIVE PARK MANAGEMENT PROGRAMME RISK MANAGEMENT SUB-PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To establish and review the parks' risk profile, and to implement corrective actions.					
Objective	Actions	Responsibility	POE	Timeframe	Reference
To establish and maintain risk management systems.	Draft a comprehensive Risk Management Plan for MCNP, review and update this plan on an annual basis and incorporate the required risks responses.	MPC, JMB	Document	Annually	
	Oversee internal and external audit programmes.		Reports	Annually	

10.8.4. FINANCIAL MANAGEMENT & ADMINISTRATION PROGRAMME

The purpose of this programme is to ensure sound financial management and administration of the MCNP. Annual financial reporting and planning need to be actioned between the CPA and KNP to the JMB as oversight body.



This programme aims to capacitate the Makuleke CPA through the assistance of the local finance division of the KNP, where both entities are required to report their financial performance to the JMB on the following financial and administrative functions:

- Budget management;
- Financial accounting;
- Financial administration;
- Asset management;
- Supply Chain Management (SCM).

The CPA and KNP-Financial Division are responsible for managing and consolidating the annual budget for the park. The budgeting process includes both the operational budgeting for the park as well as the Capital Expenditure budget.

Monthly reporting on the actual budget performance against allocated budget for the period needs to be provided to the MPC, where he will consolidate quarterly reports and provide feedback to the JMB. Financial administration entails the day-to-day processing of financial transactions such as processing and payment of invoices, account reconciliations, processing of debtors invoices, etc.

MCNP has a moveable asset (non-living) base, the value of which is not available. Part of this programme is to conduct an asset audit and to get a register in place which will need to be updated and form part of the financial reporting to the JMB annually. It is therefore critical that all the assets of the park are correctly accounted for. It is also critical that the assets are managed effectively according to the KNP asset management policy and procedure.

SANParks follow the National treasury guidelines as per the PFMA and PPPFA when procuring goods and services. Procurement to commercial parties in the MCNP is done through the CPA office. It is advised for auditing purposes that the CPA and their commercial partners follow the same procurement guidelines set out by National Treasury⁵. There are certain core functions and activities performed in the park that are dependent on external funding from different donors. This includes support through the EPWP and EPIP programmes for natural resource management and infrastructure development programmes; donor programmes in support of safety and security programmes; major international programmes supporting the regional land use and transboundary water resource management programmes; support to the environmental education and awareness programmes; and international funding to support key research programmes. The financial sustainability of these core functions and activities therefore needs to be critically reviewed on an ongoing basis, since funding through these programmes and donations are mostly for the short-term, and are not secured over the medium to long-term.

This can pose a major financial burden on the MCNP if alternative funding sources are not secured. Due to this reason a funding strategy and special purpose vehicle (i.e. a Trust) need to be put in place to ensure that the core functions are maintained. This includes the increasing burden as a result of the much required safety and security operations, the ability to respond to regional drivers and threats through the regional land use programme, the

⁵ MCNP Settlement Agreement Section 32.2 In determining its tender procedures, the CPA undertakes to consult with the SANP and obtain input from the SANP with regard to the tender procedures.



commitment for the CPA to deliver on its obligations to its commercial partners and the tangible socio-economic development opportunities for the Makuleke people.

The following has been cited from the Settlement Agreement:

34.3. The actual costs incurred in the operational management of the Makuleke Region, which costs shall specifically exclude any costs in relation to overheads of the head office of the SANP or any other indirect costs of the SANP, but shall include the direct costs incurred in:

34.3.1. conservation management within the Makuleke Region;

34.3.2. the establishment and/or maintenance of infrastructure utilised solely in relation to the operational management of the Makuleke Region;

34.3.3 rehabilitation of the land where the SANP withdraws from existing infrastructure, which infrastructure is not required by the JMB; and

34.3.4 The administration of the JMB; and shall be determined by the JMB upon **information supplied by the CPA and SANParks**. This operational management cost shall be borne by the SANP(now SANParks) for an initial period of 5 (five) years from the commencement of this agreement, unless the CPA elects in its discretion to contribute thereto during that initial period. Upon termination of the initial 5 (five) year period, the CPA shall be liable for 50% (fifty percent) of the operational management cost of the Makuleke Region provided that the CPA's contribution to the total operational management cost of the Makuleke Region shall not exceed 50% (fifty percent) of its net profit, unless the CPA at its own election decides otherwise.

To date the CPA have been able to contribute towards half of the cost of the MCP's salary. The remaining operational management costs of the MCNP has fallen to the KNP for the past 23 years. An amount cumulating to +- R120 773 448.65. The Business Model developed for the MCNP (2021) advises that the JMB work with the CPA and KNP to gradually move towards the obligation of sharing the management cost of the MCNP over the next 10 years, provided that it does not exceed 50% of the CPA's net profit.

To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 33: Financial Management and Administration Programme

FINANCIAL MANAGEMENT AND ADMINISTRATION PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To ensure sound financial management and administration through proficient budget management, effective internal controls and compliance.					
Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
To attain effective financial management.	Develop and implement a standardised accounting system for the MPCA, concessionaires and KNP, and conduct annual refresher workshops.	MPC, MCPA and KNP with oversight from JMB	Accounting System	Year 1, ongoing	Annexure E: Concession monthly reporting template
	Monthly implementation and financial reporting (operations, income and		Workshops reports Report	Monthly	SANParks Financial systems



FINANCIAL MANAGEMENT AND ADMINISTRATION PROGRAMME

High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.

Objective: To ensure sound financial management and administration through proficient budget management, effective internal controls and compliance.

Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
	expenditure) between the CPA and Commercial partners.				
	Quarterly financial reporting by MCPA, KNP.	MPC to the JMB, on behalf of KNP and the MCPA	Report	Quarterly	
	Provide monthly financial oversight for the KNP cost centre.	MPC. KNP-FS	Reports	Monthly	SANParks financial systems
	Prepare accurate and realistic annual budgets in consultation with the JMB.	MPC, MCPA, JMC Tourism and Socio-economic group, KNP	Annual Budgets	Annually	
	Ensure adequate insurance coverage.	CPA, Commercial partners for infrastructure	Insurance	Annually	
To grow revenue (including alternative sources of revenue).	Identify new and align existing business opportunities within the business model of MCNP.	MPC, MCPA, JMC	MCNP Business Model	Year 1	MCNP Business Model Review 2021
To ensure proper asset recording	Develop an asset register for MCNP.	MPC	Asset Register	Year 1	MCNP Business Model Review 2021
	Verify and manage asset register.	MPC	Asset Register	Bi-annually	MCNP Business Model Review 2021
	Effective governance of procurement of goods and services.	MCPA, KNP, Commercial Partners			National Treasury Guidelines as captured in MCNP Business Model Review



10.8.5. HUMAN CAPITAL MANAGEMENT PROGRAMME

The purpose of this human capital management programme is to ensure that the MCNP has an adequate human capital function to render effective conservation, visitor and supporting services, whilst also ensuring that it provides human capital development support to the Makuleke people.

Table 34 provides a list of core staff working in the MCNP⁶

Table 34: Current MCNP Staff

Staff	CPA	KNP	# of Employees
Makuleke Park Co-ordinator/ JMB secretariat	0.5	0.5	1
Implementation Officer	1		1
Assistant Implementation Officer	1		1
Section Ranger		1	1
Sergeant		1	1
Corporal		1	1
Lance Corporal		1	1
Field Ranger		5	5
General Worker		1	1
Implementation programmes	JMC participation	In-kind time and co-funded activities as per Implementation plans	
TOTAL			13

10.8.5.1. JMB Employment Structure

According to the Settlement Agreement under Section 29: Employment of Staff:

29.1. The JMB will assess its staffing requirements from time to time, including the employment of a secretariat and subject to budgetary considerations shall enter into the requisite employment contracts.

29.1. The parties shall procure that the employment policy and conditions of service of the JMB shall be in accordance with the Master Plan.⁷

The MPC currently fulfils the functions of secretariat to the JMB as no funds have been allocated to the operations and functions of the JMB. The JMB, which comprises of CPA and KNP representatives, currently do so within their respective mandates and do not receive an additional income for duties performed for the JMB. As per the Settlement Agreement, the JMB needs to analyse their staffing requirements with costing to consider in the long-term management of the MCNP.

⁶ Current total staff number and time dedicated to MCNP. An analysis indicating time dedicated by KNP units to MCNP needs to be conducted, including the short-fall to ensure effective Park operations.

⁷ The Master Plan has subsequently been updated and incorporated into the CDF (2011) and the MCNP Management Plan (2021-2031).



10.8.5.2. CPA Employment Structure

The CPA office currently employs one implementation officer and one assistant implementation officer to manage and implement day-to-day responsibilities towards commercial partners and the KNP. This HR cost and the cost to operate the CPA office is taken as a direct output from the money received through commercial operations.

10.8.5.3. SANParks-KNP Employment Structure

SANParks has developed corporate human capital policies, guidelines and procedures to guide the park and its workforce in an effectively organised structure while delivering the outputs of the management plan. KNP views itself as an equal opportunity employer. This is achieved through non-discriminatory practices in the work environment, availability of equal opportunities for employees and prospective employees, respect for diversity and gender differences and is committed to upholding and implementing the Employment Equity Act No. 55 of 1998.

By adhering to corporate policies, guidelines and procedures the park will ensure that competent staff are appointed, and that current staff will be managed in an effective manner to keep them positive, proactive and committed to their tasks and responsibilities. This will also ensure that human capital management will comply with the relevant national legislation. Park human resource capacity is not only defined by the development of current staff, but requires the holistic management of the appropriate human capital. This includes the creation of a learning environment, developing leadership skills, sharing of knowledge and experiences as well as making staff wellness programmes available to employees and their families. This will assist staff in dealing with the negative effects of lifestyle diseases and other lifestyle challenges (i.e. financial planning). The Human Capital and Administration Officers must report on new appointments, resignations, attendance registers, overtime claims, leave etc. A salary instruction is prepared from this for processing and preparation of monthly salaries. KNP reviews training needs on an annual basis and submits the training need analysis and requirements for approval to Head Office. Compilation of training needs starts off with the Individual Development Plans for each staff member and is then followed by training, skills development and performance appraisals. Park management encourages all staff to improve their levels of skills and qualifications in their relevant field of expertise through study bursaries and training on an on-going basis.

In 2018, the park had 2,234 permanent positions and 113 employees that were on fixed-term contracts. In addition there were also 101 internships, conservation students and temporary workers.

To achieve the purpose of this programme, the actions listed in the table will be implemented.



Table 35: Human Capital Management Programme

Human Capital Management Programme					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To ensure sufficient and effective staff capacity to achieve management objectives by adhering to legislation, corporate human capital management policies and guidelines.					
Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
To develop institutional capacity within Makuleke Contractual National Park.	Review the staffing requirements of MCNPP with costing and funding options and seek implementation of the required staff organogram.	JMB, MPC, MCPA, KNP	Organogram Assessment	Year 2	
	Develop and implement an employment policy with conditions of service.		Policy	Year 2	Settlement Agreement SANParks HCM policies
To develop and implement internship, learnership and volunteer programmes for communities and target groups.	Facilitate the Internship and Learnership Programmes.	JMB, JMC Tourism and Socio-economic group, Concessions	Programs	Year 2, ongoing	
	Review and develop guidelines to support the implementation of volunteer programmes.		Document, programme	Year 2, ongoing	
To strengthen skills and capacity of staff.	Ensure implementation of the prescribed disciplinary codes and procedures.		Reports	As required	
	Fill vacancies with suitably skilled and experienced candidates.		Statistics	Ongoing	
	Implement the succession plan.		Reports	Ongoing	
	Implement staff mentoring and coaching programme.		Reports	Ongoing	
	Develop human capital in the fields of tourism, conservation and administration through the internship programme.		Contracts	Annually	
	Develop human capital in the fields of people, conservation and ecotourism by introducing tourism and conservation experiences to learners and community groups.		Learner and community groups addressed	Annually	



Human Capital Management Programme					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To ensure sufficient and effective staff capacity to achieve management objectives by adhering to legislation, corporate human capital management policies and guidelines.					
Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
	Identify training needs and conduct training interventions within budget allocation.		Document, reports	Annually	
To implement workplace wellness programmes.	Conduct wellness awareness workshops.	JMB, JMC Tourism and Socio-economic group, Concessions	Workshops	Annually	Wellness Policy
	Invite professionals to the park to promote awareness on OHS and health issues.		Registers	Ongoing	OHS Act
	Commemorate events related to wellness.		Registers	Annually	Wellness policy
To manage labour relations matters and provide sound employee relations.	Handling of grievances, disputes, disciplinary matters.	JMB, Concession, KNP (pending staff appointment by relevant institution)	Reports	Monthly	Disciplinary and Grievance Policies and Procedures; and LRA

10.8.6. INFRASTRUCTURE PROGRAMME

The purpose of this programme is to provide guidance for the upgrading and maintenance (day-to-day and scheduled) of infrastructure. This is primarily to ensure that the park's infrastructure (buildings, roads, fences, etc.) and services infrastructure (provision of water, electricity and waste management) are well maintained and its capacity is continually improved in order to provide safe, reliable, increasingly environmentally friendly and affordable products to its clients and visitors. The technical department's key responsibility is the delivery and implementation of departmental programmes and the realisation of set goals regarding the above.

Infrastructure in the park consists of facilities in support of conservation such as management roads and tracks, office facilities, staff housing, fences, bulk services, airstrips, and tourism (i.e. tourist roads and tracks, office facilities, staff housing, bulk services, public viewing points, bird hides, picnic sites, tourist accommodation and swimming pools). These facilities enable staff to execute their respective duties towards achieving the park's objectives and providing a tourism product at the highest possible standard.

Management policies and procedures ensure that infrastructure is maintained, renovated, upgraded and replaced at the required intervals and specific design norms and standards, including national construction regulations, "green building" and "touch the earth lightly" principles as well as electricity,



water saving measures and minimising waste. The 10-year maintenance plan addresses issues related to securing funding for upgrading, renovation / maintenance and replacement. Technical services continue to periodically review and assess performance in an attempt to align activities and allocate resources.

Section 34 and 35 of the Settlement Agreement states:

34.5 All costs relating to the establishment and maintenance of infrastructure providing solely for commercial activities of the CPA shall be borne by the CPA.

35.1. For as long as the SANP (now SANParks) manages the Makuleke Region in terms of clause 28 it shall be entitled to use and enjoy the infrastructure situated on the land as may be necessary for the SANP to conduct its conservation management obligations in terms of clause 28, thereafter such use and enjoyment shall be subject to agreement between the parties.

35.2 Access by the JMB or the CPA to SANP infrastructure south of the Luvuvhu river shall be subject to agreement between the parties.

Detailed lower-level plans outlining the rationale and technical detail supports this programme. To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 36: Infrastructure Programme

INFRASTRUCTURE PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To plan and design all new, upgrading and replacement projects and programmes by implementing all relevant legislation and approved design standards and principles.					
Sub-objectives	Actions	Responsibility	POE	Timeframe	Reference
To ensure effective project management.	Plan and design all projects to comply with legislation, standards and client requirements.	JMC Infrastructure Group, TS	Projects	As required	
	Ensure sound contract and project management to enhance good governance.		Contracts	As required	Supply chain and recruitment policy
	Continue with the application of the sustainable Green Building Principles for all design works pertaining to commercial developments.		Reports Guidelines	As required	Sustainable Design Guiding Principles document
Objective: To maintain and develop roads and dam infrastructure by implementing specific programmes.					
To maintain road and dam infrastructure.	Annual maintenance and budget plan developed and reprioritise roads and bridges maintenance plans at the beginning of every financial year according to the budget allocation.	JMC Infrastructure Group, TS	Reports	Annually	KNP MCNP Road Damages Report 2021



INFRASTRUCTURE PROGRAMME

High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.

Objective: To plan and design all new, upgrading and replacement projects and programmes by implementing all relevant legislation and approved design standards and principles.

Sub-objectives	Actions	Responsibility	POE	Timeframe	Reference
	Implement rehabilitation and routine maintenance.		Reports	Ongoing	Dam Maintenance Monthly Plan
Objective: To maintain all electro-mechanical works by implementing specific programmes.					
To ensure effective use of electro-mechanical equipment, whilst seeking to reduce the use of fossil fuels.	Ensure that electrical and mechanical equipment (including radio communication network) are effectively and timeously upgraded or replaced where necessary and are compliant.	JMC Infrastructure Group, TS	Reports	Ongoing	
	Assess and implement renewable energy programmes as per environmental procedures.		Assessment Reports	Ongoing	
	Implement electrical energy saving programmes.		Reports	Annually	
Objective: To maintain civil services and building works by implementing specific programmes.					
To reduce water use in the park with 2% per annum.	Implement a baseline for each water use group, and monitor use continuously.	JMC Infrastructure Group, TS	Assessment Reports	Year 2	
	Monitor surface and underground water abstractions.		Reports	Quarterly Monthly, annually	National Water Act
Objective: To maintain and develop civil services and building works by implementing specific programmes.					
Sub-objectives	Actions	Responsibility	POE	Timeframe	Reference
To reduce solid waste in the park	Implement plastic container programmes.	JMC Infrastructure Group, TS	Reports	Annually	Waste Management Plan
	To ensure that all sewerage plants infrastructure in the park are maintained and upgraded to a desired state.		Reports	Ongoing	
To ensure the monitoring and evaluation of programme implementation and effectiveness.	Monitor, evaluate and review the programme and inform relevant risk responses and adaptive management.	TS	Report	Annually	



10.8.7. SAFETY & SECURITY PROGRAMME

The purpose of this programme is to ensure area integrity and environmental asset protection, and to ensure a safe environment for tourists and staff. Many threats to natural capital are classed as environmental crimes. Rhino poaching has been at the forefront of environmental crimes in the Greater Kruger landscape since poaching started to escalate in 2008. However, poaching activities involving the use of snares and poisons pose a huge challenge and risk to wildlife. Certain plant species that are sought after for their medicinal qualities are also at risk. There are also threats related to trans-boundary where international criminal syndicates are involved, which needs to be considered within the programme. The loss or reduction of natural capital at species level reduces ecological functioning and may upset the natural balance of the ecosystems. Other environmental crimes bordering the KNP and Makuleke Contractual National Park, include:

- **Illegal harvesting/resource use/deforestation:** The unsustainable harvesting of firewood and wood for large-scale commercial purposes in adjacent Traditional authority areas, is of major concern.
- **Snaring and the bushmeat trade:** Although perceived as a petty subsistence activity to help feed the poor, which it is in many circumstances, bushmeat creates a demand for the commercial-level activity. It takes place predominantly in and around Protected Areas. Snaring is a non-selective method of killing an animal. Some animals may escape, but when wounded, become dangerous to society. Also, poachers may not check snares regularly, resulting in wasted resources and needless loss of animal life. These activities contribute to the loss of natural capital and a gradual degradation of the products associated with revenue generation.
- **Poisoning:** There have been incidences of vulture and predator poisoning in the KNP. Poisoning is never target-specific, and often causes mass deaths, including predator populations which do not re-establish easily. This also impacts on revenue generation.
- **Illegal trade in flora and fauna:** Illegal trade in flora and fauna remains one of the most significant impacts on biodiversity. So much demand exists for so many different animal or plant products that it fuels multi-billion-dollar industries, most of which contravene national and international legislation. Unfortunately, it is often threatened species which are traded and pushed to extinction. The benefit derived from this trade is solely by criminal enterprises and not by the legal owners of the assets.
- **Illegal sand mining is the bulk removal of sand from river or coastal systems or sandy terrestrial habitats:** There is a great demand for it in the construction of buildings as communities become more affluent, settlements expand, and people therefore embark on building activities. Sand is a natural substrate of habitats (a critical abiotic factor of any ecosystem). Its removal is a loss of natural capital that can have a knock-on effect as species lose their habitats. It is often a system fraught with social, environmental, legislative and structural challenges.
- **Illegal water abstraction.** People without water rights abstract water from rivers and may include sabotaging the infrastructure of legal water users. It results in a loss of natural capital (water), further stresses the river system and contributes to the inability to meet the ecological reserve. This has a direct impact on the viability of the area's biodiversity and this has a knock on effect on the ability to attract tourism and hence revenue generation by the lawful owners of the area.



Poaching activities not only threaten the natural capital, especially species that draw tourists to the Protected Areas, but the financial burden to prevent poaching is unsustainable. SANParks, who is responsible for the Safety and Security programmes within the KNP and Makuleke Contractual National Park, is therefore working with Strategic alliances to support various projects, operations and interventions:

- **Regional legislative strategies:** The Law Enforcement and Anti-poaching (LEAP) provide a framework for the country and regional co-operation, together with international engagement on natural resource management and wildlife-related law enforcement and anti-poaching issues. Particular attention is given to issues that transcend national boundaries and to encourage concerted action by the SADC Member States in the protection, management, conservation and sustainable use of their wildlife and other natural resources. The National Integrated Strategy to Combat Wildlife Trafficking (NISCWT) seeks to combat wildlife trafficking, which encompasses the entire illicit value chain in an organised manner. The South African government has identified the need for a whole-of-government approach (assisted by civil society). It seeks to improve law enforcement supported by the whole of government and society; to effectively investigate, prosecute and adjudicate wildlife trafficking as a form of transnational organised crime; increase the government's ability to detect, prevent and combat wildlife trafficking in South Africa and beyond; increase national, regional and international law enforcement collaboration and co-operation on combating wildlife trafficking.
 - **Integrated approaches through National Co-ordinating Forums and Structures, and Integrated Wildlife Zones.**
 - **The Border Management Agency Project outlines** safety and security issues related to border control.
 - **The GLTFCA Safety and Security Programme** has guidelines and strategic partnership arrangements with Mozambique and Zimbabwe.
 - **Strategic Partner programmes** include WWF; Khetha (USAID); and GEF 6 (UNEP).

The key objectives for these range of environmental law enforcement programmes, implemented at an international, regional, national and local level, are:

- ✓ To strengthen environmental crime prevention;
- ✓ To improve crime detection;
- ✓ To enhance legislation and judicial processes, including increased prosecutions and penalties;
- ✓ To minimise illegal trade;
- ✓ To address corruption;
- ✓ To integrate people and nature into conservation and development processes, including socio-economic development opportunities, improved communication and awareness;
- ✓ To ensure sustained trading in and use of natural resources, whilst to minimise illegal trade;
- ✓ Improve and strengthen field-level protection of wildlife resources, including leadership and capacity development;
- ✓ To capacitate communities to become environmental crime custodians;

To achieve the purpose of this programme, the actions listed in the table below will be implemented.



Table 37: Safety & Security Programme

SAFETY AND SECURITY PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance enabling the park to achieve its objectives.					
Objective: To ensure the protection and integrity of natural, cultural and physical assets and resources, whilst ensuring the safety of tourists and staff.					
Sub-objectives	Actions	Responsibility	POE	Timeframe	Reference
To review and formalise strategies, and strengthen alliances.	Ensure strategic and operational alignment within International, regional, national and local strategies.	RS	Strategies	As required	
	Strengthen collaboration and co-ordination between partners and strategic alliances in terms of relationship building, communication, information and knowledge sharing and the co-ordination of joint strategies and operations.	RS	Reports Minutes	Ongoing	
	Continuously review, update and/or align relevant policies, procedures and SOPs for efficient operations in line with legislative requirements, at local, provincial, national and GLTFCA transboundary level.	RS	SOPs Protocols	Year 2, 5, 8	NEMPA LEAP
	Assess and strengthen arrangements with the Border control agency.	RS	Agreements Reports	Year 1 Ongoing	
To ensure effective access control, operations and implementation of protection plans resulting in improved area integrity.	Ensure effective access control through appropriate monitoring and reporting systems.	RS, PS	Reports Monitoring systems	Ongoing	
	Conduct periodic safety, security and risks assessments, including operations, infrastructure, equipment, joint operations and the implementation of relevant interventions.	RS	Assessments Reports	Year 2, 5, 8	
	Conduct regular proactive and reactive interventions in Makuleke Contractual National Park i.e. patrols and surveillance operations to ensure that area integrity is maintained.	RS	Reports	Ongoing	
	Strengthen joint operations with the GLTFCA alliances of LNP; Zimbabwe; Makuya Nature Reserve; Madimbao Safety and Security Forum; and with the Rural Safety and Security clusters.	RS	Reports	Ongoing	



SAFETY AND SECURITY PROGRAMME

High-level objective: To ensure effective and efficient management of the park through good corporate governance enabling the park to achieve its objectives.

Objective: To ensure the protection and integrity of natural, cultural and physical assets and resources, whilst ensuring the safety of tourists and staff.

Sub-objectives	Actions	Responsibility	POE	Timeframe	Reference
	Implementation of protection plans including baseline assessment, monitoring and protection of identified non-key species i.e. snaring & illegal harvesting of wildlife & natural resources, and problem animal control interventions as required.	RS, VWS, State Veterinary Services	Reports	Annually	Protection Plans
	Ensure control of aircraft movement in the Makuleke Contractual Park footprint.	Airwing, RS, CM	Reports	As required	
To strengthen rangers services through leadership training and skills development.	Training of ranger staff in operational tactics, investigations & crime scene management i.e. tracking, poison crime scenes & advanced technology management.	RS, HCM	Training records, reports	Ongoing	
	Conduct assessments and ensure monitoring of Concession operations in line with prescribed guidelines.	RS, CM, MPC	Reports	Quarterly	
To provide specialist support as required.	Provide effective environmental crime investigation, intelligence management and K9 support as required.	ECI, RS	Reports	As required	
To participate in adjacent land use programmes promoting responsible resource use and improved environmental and socio-economic regional outcomes.	Report environmental concerns in the adjacent KNP boundary areas.	RS	Reports	As required	
	Participate in DCA investigations and management actions as per protocols.	RS, VWS, State Vets	Reports	As required	
	Participate in regional and community based programmes for areas adjacent to Makuleke Contractual park, seeking to improve area integrity and responsible resource use.	RI, SET, RS	Project Reports	Quarterly	
To monitor and evaluate the impact of interventions.	Ensure monitoring and evaluation of programme implementation and effectiveness.	RS	Reports	Annually	
	Record of all types of incidents (including snaring) within the MCNP for submission to the KNP Section Ranger	RS, Concessionaires	Daily & monthly reports	Daily & monthly	Concessionaire monthly reporting template



10.8.8. COMMUNICATION PROGRAMME

The purpose of this programme is to provide key stakeholders, the public and staff with relevant and accurate information pertaining to the park's operations through media relations and event initiatives with the view to marketing and securing a good reputation for Makuleke Contractual National Park. This will be achieved through:

- o **External communications:** Media relations to create and maintain a positive image for Makuleke Contractual National Park, including a range of platforms.
- o **Internal communications:** Internal communication to ensure that staff members, management and businesses operating inside the park are well informed about the park operations, business activities and new developments.

The programme seeks to promote transparency and ongoing stakeholder relationship building. The Communication Programme closely links with the Stakeholder Engagement Programme and is implemented in close collaboration with all partners in the Makuleke Contractual Park and their stakeholders. To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 38: Communication Programme

COMMUNICATION PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To build, maintain and constantly improve relations between the park and all its internal and external stakeholders using various mediums.					
Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
To develop communication strategies, plans and protocols.	Develop a Communication Strategy plan based on the Stakeholder Engagement Strategy and annually review the Communication Plan for internal and external stakeholder groups.	MPC, CS, All	Document	Year 1, ongoing	Makuleke Stakeholder Engagement plan
	Develop an event and filming protocol.				KNP Communications Plan KNP Events and Filming protocol
To develop media products for a broad range of internal and external stakeholders.	Strengthen collaborative multi-stakeholder partnerships and develop a joint communication strategy and programmes on themes of joint interest.		Media products	Ongoing	Makuleke Stakeholder Engagement plan KNP Communications Plan



COMMUNICATION PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To build, maintain and constantly improve relations between the park and all its internal and external stakeholders using various mediums.					
Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
	Develop and disseminate a range of media products based on the respective internal and external stakeholder groups.		Media products	Ongoing	Makuleke Stakeholder Engagement plan KNP Communications Plan
To facilitate a speedy flow of information between Park management, staff and Concessions.	Timeously issue internal bulletins and information broadcast.	MPC, CS	Number of internal bulletins and information broadcasts issued	Year 1, ongoing	SANParks Strategic Plan and APP Communications and Marketing Annual Plan
	Timeously respond accurately to queries both internally and externally.		Reports		
To improve the park's relationship with stakeholders through well planned, managed and co-ordinated events.	Develop an events plan, inclusive of environmental calendar days, Concession programmes and the Tourism Marketing Programme.	MPC, CS, All	Events Plan	Year 1 and ongoing	Communications Strategy and Plan Stakeholder Engagement Strategy and Plan
	Conduct internal events within the Makuleke Contractual National Park and events within the adjacent land use areas, supportive of the core objectives and programmes of the park.	MPC, CS, All	Number of events	Year 1 and ongoing	Events plan
To monitor and evaluate the impact of the programme.	Continuously monitor and evaluate the impact of the Communication Plan, the support to various programmes and adapt the Communication Plan as required.	MCP, CS, All	Report	Annually	Communications Plan

10.8.9. HUMAN WILDLIFE CONFLICT PROGRAMME

The purpose of the programme is to promote greater awareness and a structured and ethical approach to human wildlife conflict (HWC) management. The management of HWC issues within the park (concerning Problem Animals) and adjacent to the park (concerning Damage-Causing Animals - DCAs) will be managed within the framework of the KNP HWC Programme (KNP Management Plan 2018). In the context of SANParks, DCAs are described as animals escaping from and causing damage outside of park boundaries that need to be dealt with in terms of National Legislation while Problem Animals are managed within the park according to internal conservation management protocols.



The management of problem animals most importantly requires responsible management of the park environment, such as having proper waste management programmes and by no feeding of animals. The Section Ranger will consider interventions e.g. lethal strategies, only if required following the necessary assessments. Proper reports of incidents should be kept, and Ranger services need to be informed of possible incidents.

The responsibility for the management of DCAs outside the Makuleke Contractual National Park devolves to the Provincial Conservation Authority, LEDET. SANParks, through their Compensation Programme as outlined in the Protocol for Compensation of Livestock Deaths resulting from HWC, seeks to promote more responsible animal husbandry techniques within community livestock areas. To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 39: Human Wildlife Conflict Programme

HUMAN WILDLIFE CONFLICT PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance enabling the park to achieve its objectives.					
Objective: To develop a systemic understanding of the human wildlife interface and through appropriate interventions holistically manage and reduce the impacts emanating from human wildlife interactions.					
Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
To participate in the review of policies, protocols and SOPs dealing with HWC.	Participate in the review and/or development of protocols, SOPs and policies, guided by the SANParks, National and GLTFCA Processes.	CM, MCP, RS	Policies	As required	NEMBA
			SOPs		
			Protocols		
To effectively manage incidents of problem animals inside the park.	Identify drivers / causes resulting in problem animal incidents, recommend and monitor required interventions as per Policy framework.	RS, CM, MPC	Reports, minutes of meetings	Ongoing	KNP Problem animal and DCA Protocols
	Engage internal and external stakeholders to keep abreast of problem animal matters.		Minutes of meetings, reports, workshops	As required	
	Recommend resource use from problem animals as per wildlife management and resource use Protocols and Plans.	CM, RS, SET	Report	As required	
To participate in programmes that seeks to mitigate DCA incidents outside the park.	Develop an understanding of the factors resulting in the DCA incidents and pro-actively engage with the Provincial Conservation Authority and State Veterinary Services to minimise the HWC.	RS, CM, MPC RS, SS	Reports	Ongoing	
	Engage with communities to minimise risks associated with human wildlife interactions through informing responsible agricultural practices to reporting of DCA incidents.	SET, MCP, RS, RI	Programme	As per programme deliverables	



HUMAN WILDLIFE CONFLICT PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance enabling the park to achieve its objectives.					
Objective: To develop a systemic understanding of the human wildlife interface and through appropriate interventions holistically manage and reduce the impacts emanating from human wildlife interactions.					
Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
	Maintain, continuously monitor and report on the fence condition to minimise the escape of DCAs from the park.	RS, State Veterinary Services	Reports	Ongoing	
	Review the range of stakeholder platforms dealing with HWC and provide a collaborative framework to ensure a more holistic and cohesive overarching programme to HWC management.	CM, RS, MPC, RI	Report	Ongoing	
	Record DCA incidents and timeously assess and report on the severity of the damage and circumstances underpinning the incident.	RS, CM	Reports, DCA register	Ongoing	
	Respond to escaped animals where it might require intervention from a disease management perspective.	SSV, VWS, RS	Reports	Ongoing	
To create awareness on responsible resource use and area integrity management, seeking to minimize HWC	Implement and / or participate in environmental and awareness programmes, which seek to promote responsible resource use practices and reduce problem animal and DCA incidents inside and outside the park.	SET, MPC, RS, RI	Events Campaigns	Annually	
	Strengthening of the Environmental Monitor Programme, the upskilling of the EMs, the reporting of incidents, and feedback in terms to the EMs and other stakeholders on the impact of interventions.	RS, GEF 6 Supervisor, MPC, SET	Reports	Monthly	
To effectively contribute to the HWC conflict knowledge base and applied research.	Facilitate processes with respect to HWC research, monitoring, and Knowledge Transfer in Makuleke Contractual Park and/or the adjacent land use area.	CM, SS, RS	Programmes	As required	
To monitor and evaluate the impact of human wildlife conflict interventions.	Monitor and evaluate the impact of Problem Animal and DCA management responses/programmes and adapt as required.	CM, RS, SS	Report	Annually	

10.8.10. DISASTER MANAGEMENT PROGRAMME



The purpose of this programme is to identify possible disaster risks and to prepare the park staff and Concession camp contingencies. To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 40: Disaster Management Programme

DISASTER MANAGEMENT PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To ensure that disaster situations that may occur in the park are addressed and managed through contingency plans.					
Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
To ensure appropriate preparedness.	Review and update the park's Disaster Management Plans, including staff and Concession Camp Contingency Plans.	TS, MCP, All	Documents	Annually	KNP Disaster Risk Management Plan
	Periodic contingency plan training, e.g. related to fire and flood events, medical emergencies, and evacuations.	MCP, All	Reports	Annually, and as required	

10.8.11. VETERINARY WILDLIFE SERVICES PROGRAMME

The purpose of this programme is to provide guidance for veterinary support to Makuleke Contractual National Park. Due to the remoteness of the park, SANParks' commitment to strengthen the current Veterinary capacity based at Skukuza, by formalising agreements with State Veterinary Services and Veterinarians to provide emergency support on request, is supported. This programme is implemented by SANParks' Veterinary Wildlife Services, and will entail the following activities relevant to Makuleke Contractual National Park:

Table 41: Veterinary Wildlife Services Programme

VETERINARY WILDLIFE SERVICES PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To ensure ethical and professional veterinary and wildlife services.					
Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
To provide veterinary support to Makuleke Contractual National Park.	Conduct disease monitoring, investigation and management for key wildlife species for a range of diseases.	VWS, State Vets	Reports, publications, documents	Ongoing	
	Respond to specific operational issues, such as poisoned, injured and problem animals.	VWS, RS	Reports	Ongoing	



VETERINARY WILDLIFE SERVICES PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To ensure ethical and professional veterinary and wildlife services.					
Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
	Advance knowledge of wildlife management and veterinary science through information sharing and training.	VWS	Publications, reports, minutes of workshops / seminars	Ongoing	
To ensure monitoring and evaluation of programme implementation and effectiveness.	Monitor, evaluate and review the programme, and inform relevant risk responses and adaptive management.	VWS	Report	Annually	

10.8.12. CLIMATE CHANGE PROGRAMME

The biodiversity conservation component of protected area management and effective park management is managed on behalf of the MCNP by SANParks – KNP. Therefore, the climate change programme is closely aligned with the KNP MP (2018-2028), and should be read and implemented accordingly. The purpose of this programme is to understand and recognise climate change effects in the park and its cascading consequences on biodiversity.

For the purpose of this document, climate change refers to a significant and long-lasting shift in normal weather conditions that affect average conditions as well as the occurrence of extremes. Current climate change is thought to be brought about due to increased earth surface temperatures, often referred to as Global Warming, that are accelerated as a result of human-induced or anthropogenic activities which release greenhouse gases.

South Africa is actively involved in and signatory to major global drives to deal with climate change such as the UN Framework Convention on Climate Change, the Intergovernmental Panel on Climate Change, Kyoto Protocol, Copenhagen Accord, Cancun Agreement and the Paris Agreement. Currently, DFFE is leading Phase II of The Long-Term Adaptation Flagship Research Programme in response to the South African National Climate Change Response White Paper by undertaking climate change adaptation research and scenario planning for South Africa.

It is critical that the KNP and MCNP recognise that they can play an active role in contributing to the global effort to stabilise greenhouse gas concentrations and effectively manage and / or mitigate climate change impacts. There are certain risks that climate change poses to the greater area. According to the SANParks Global Environmental Change Assessment compiled by van Wilgen and Herbst, 2017 (in SANParks, 2018), it is predicted that by 2050, the park could face temperature increases of between 1.3 °C (best case scenario), 2 °C (intermediate) and 2.5 °C (worst case scenario). These temperature increases could have implications for plant and animal health (e.g. through heat stress, reduced herbivory tolerance or susceptibility of plants and animals to disease), activity and movement patterns of animals, game viewing opportunities, and for the comfort and requirements (e.g. air conditioning, water use) of tourists (CSIR, 2019). The impact of climate change on rainfall is difficult to predict, as is evident by the different responses. According to CSIR, 2019, rainfall changes in the northern KNP (including MCNP) could follow two different scenarios: 1. Average annual rainfall may decrease by 120mm or increase by up to 20mm. Or, 2. Average annual rainfall may decrease by 40mm or increase by up to 110mm.



Climate change, and in particular extreme events, could have a major negative impact on tourist experience, visitor numbers, tourism products and infrastructure since the tourism industry is quite fragile and dependent on the environmental state of a region (Uyarr, 2005 in SANParks, 2018). According to Mathivha *et al.* (2017 in SANParks, 2018), the KNP experienced 10.5 % less tourists during the 2000 / 2001 financial year which is believed to be attributed to the major floods during 2000 which damaged many camps (in the KNP) and forced them to close for extended periods. This is important to take notice of as there are climatic changes also predicted in rainfall, which includes increased variability of extreme climatic events such as droughts and floods.

In addition to temperature increases and rainfall changes, the increased concentration of CO² gases in the atmosphere and nutrient deposition may accelerate bush encroachment (proliferation of bushes and shrubs in place of grasses) in the park and alter vegetation dynamics. These impacts on vegetation dynamics could have major cascading effects on our herbivores, fire management, hydrological processes, game viewing, predation and so forth. Besides the impact on our biodiversity and tourists, there are also risks associated with our organisational reputation as a conservation body if we do not strive towards climate change mitigation and adaptation as far as possible.

The following information was obtained from the CSIR (2019) and indicates the current and future temperature and rainfall projections for the KNP, included the MCNP.

Table 42: Current and future temperature and rainfall projections for the Kruger National Park

Climate change impact	Current	SSP 2	SSP 5
		The projected change for the period 2021 to 2050, relative to the baseline period (1961 to 1990).	
Temperature	Northern region: the average annual temperature ranges from 21-23°C; while in the southern and western regions the temperature ranges from 17-22°C.	Average annual temperature increase to be between 1.9°C and 2.5°C.	Average annual temperature increase to be between 2.3°C and 2.8°C.
Very Hot Days (>35°C)	Municipalities in the north experience between 30 and 50 days, whilst the south and west experience between 20 and 35, and 0 to 45 days, respectively.	Potential increase of 9-60 days in the north, whilst the south and west could see an increase of 13-44 and 3-50 days, respectively.	The average increase in the number of very hot days across the region could be between 5-50 days.
Rainfall	Average annual precipitation ranges between 300-600mm, in the north; between 500-1200mm in the south and west.	Average annual rainfall may decrease by 120mm or increase by up to 20mm in the north. The south and west could see a decrease by 100mm, or up to an increase by 100 mm.	Average annual rainfall may decrease by 40mm or increase by up to 110mm in the north, whilst rainfall in the south and west is projected to decrease by up to 50 or increase to 20mm.



Climate change impact	Current	SSP 2	SSP 5
The projected change for the period 2021 to 2050, relative to the baseline period (1961 to 1990).			
Extreme Rainfall Days	Information is not available for the baseline	The region could experience a change of 2.5 fewer extreme rainfall days or up to 0.5 days more.	North: decrease by 1.5 up to an increase by 1 days South: decrease between 0.5 and 2.3 days West: decrease by 0.8 to an increase by 1.1 days.
Flood Risk	Northern and western municipalities: low to high risk; south: medium to high risk.	Information is not available for the SSP 2 scenario	Low to medium risk throughout the region.
Drought Risk	There is a likely risk within the southern and western municipalities, whilst the northern ones have a low-medium risk.	Information is not available for the SSP 2 scenario	There is a low-medium risk throughout the region.
Fire Risk	Fire risk is likely throughout the region.	Information is not available for the SSP 2 scenario	There is a high to extreme risk within the northern and western parts, whilst the south could have a low to medium risk.

The following provides data obtained from SA Weather Services, as reported in Venter *et al.* (2003) for the MCNP and Pafuri region:

Rainfall													
	Time period	January	February	March	April	May	June	July	August	September	October	November	December
Shingwedzi	1961-1990	59	71	38	29	9	4	3	5	12	35	51	84
Punda Maria	1961-1990	64	84	23	32	15	3	6	5	28	48	77	65
Pafuri	1988-2001	111	70	49	11	10	4	8	3	4	30	29	76

Tmax													
	Time period	January	February	March	April	May	June	July	August	September	October	November	December
Shingwedzi	1961-1990	34.1	33.1	32.6	30.7	28.5	26.1	26.5	28.1	30.5	31.2	32.7	33.4
Punda Maria	1961-1990	32.3	32	31.5	29.6	27.3	25.2	24.9	26.5	28.8	29.7	31.5	31.6
Pafuri	No data												



Tmin													
Time period													
Shingwedzi	1961-1990	21.4	20.7	19.8	16.7	11.4	7.4	7.7	10.1	13.8	17	19.4	20.7
Punda Maria	1961-1990	20.8	20.7	19.9	17.8	14.8	12.2	12.3	13.5	15.7	17.7	19	20.2
Pafuri	No data												

Annexure E provides a monthly reporting template to monitor and evaluate temperature and rainfalls patterns, with the aim of improving reporting and monitoring in the area.

To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 43: Climate Change Programme

CLIMATE CHANGE PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives. Objective: To understand and recognise climate change effects and its consequences on biodiversity in the park by assessing park management options under predicted climate change scenarios which is supported by continuous climate monitoring.					
Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
To participate & collaborate in the Adaption and Mitigation Response Plan aimed at reducing the park's carbon footprint.	Participate in relevant Climate Change Steering Committees within KNP, Provincial and Regional.	CM, MCNP Co-ordinator	Minutes of meetings	Ongoing	
To support & assist with implementation, Adaption and Mitigation Response Plans aimed at reducing the park's carbon footprint.	Develop and implement a MCNP component for the KNP Adaption and Mitigation Response Plan including to reduce the carbon footprint.	SS, CM, TS, SET, T, RM, MPC	Documents	Year 3, ongoing	Mpumalanga Biodiversity Sector Plan, Regional planning, South African National Climate Change Response White Paper
	Facilitate and encourage appropriate lifestyle choices of both staff and tourists in order to manage behaviour (e.g. waste management, recycling, being water-wise).	CM, TS, SET, MCNP Co-ordinator, JMC Working groups	Information sessions, reports, documents	Annually	Infrastructure Development programme, Social Economic Development programme



CLIMATE CHANGE PROGRAMME

High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.
Objective: To understand and recognise climate change effects and its consequences on biodiversity in the park by assessing park management options under predicted climate change scenarios which is supported by continuous climate monitoring.

Sub-objective	Actions	Responsibility	POE	Timeframe	Reference
	Evaluate park preparedness and vulnerability.	SS, CM, TS, RM, SET, MCNP Co-ordinator, supported by JMC Working groups	Report, documents	Year 2, 4, 6, 8, 10	Mpumalanga Biodiversity Sector Plan, Vulnerability Index, South African National Climate Change Response White Paper (2011), Disaster Risk Management Plan
To collaborate and align with International, National and Regional and KNP Climate Change Adaptation initiatives.	Mitigate consequences of climate change both inside and outside the park through a range of interventions, scenario planning and alignment with the disaster risk response programme.	CM, TS, SET, RM, MCNP Co-ordinator	Minutes of meetings, reports	Ongoing	Social Economic Development programme, Integrated Development Plan, Spatial Development Framework, Mpumalanga Biodiversity Sector Plan, Mpumalanga National Adaptation Strategy, South African National Climate Change Response White Paper (2011)
	Promote climate change compatible socio-economic development.	SET, MCNP Co-ordinator, CPA	Report	Year 3, 6, 9	
	Promote sustainable business models for implementation and alignment with existing public sector programmes (e.g. EPWP).	CM, SET, MCNP Co-ordinator, CPA	Report	Year 2, 4, 6, 8, 10	
To promote green initiatives to reduce carbon footprint in MCNP area of interest.	Create public awareness on climate change.	CM, SET, CPA, MCNP Co-ordinator, supported by JMC Working groups	Reports, pamphlets, TV Screens at main gates / reception	Ongoing	Kids in Parks
To monitor and evaluate climate change impacts and park preparedness and adaptation.	Support / assist KNP with data collection on impacts and extreme events.	SS, CM, RS, SET, MCNP Co-ordinator	Databases, Reports	Annually	SANParks Global Environmental Change Assessment
	Help audit the park's green initiatives.	CM, MCNP Co-ordinator	Report	Year 2, 4, 6, 8, 10	



10.8.13. RESEARCH, MONITORING & CO-LEARNING PROGRAMME

Scientific services for the MCNP are a function of SANParks – KNP. However, MCNP research projects can be undertaken by researchers, provided the correct protocols for registering a research project are applied and the project is approved through the appropriate channels i.e., JMB and SANParks. This includes any research projects that the concessionaires would like to initiate or participate in. The research can include any theme (e.g., social, cultural and biodiversity etc.). Monitoring and co-learning are embraced by the Makuleke CPA. Therefore, this programme is closely aligned to the KNP MP (2018 – 2028) and should be implemented accordingly. It is important that the MCNP Co-ordinator is kept abreast of all research being conducted by KNP and partners within the MCNP, and in turn the Co-ordinator must ensure that the KNP is aware of progress on research activities within the MCNP. The aim is that MCNP Co-ordinator liaises with, informs and supports KNP Scientific Services Department wherever required.

The purpose of this plan remains the same as that of the KNP, which is to contribute towards providing relevant and rigorous scientific evidence, enabling critical thinking and facilitating rigorous co-learning in support of increasingly difficult management and policy challenges (but also identifying opportunities) facing sustainable conservation in the socio-ecological Lowveld region.

The KNP has a long history of research endeavours that started in the 1950s with the establishment of a research unit in Skukuza. Based on a recent analysis of peer reviewed publications, the park is one of the most researched savanna protected area in Africa. The research emanating from the park is used to inform decision-making, challenges, adaptation and reflection on current management actions, influence policy (at multiple layers from park to organisational to national level), highlight potential risks and identify opportunities as the park moves towards and prepares for the ever-changing future. This two-way knowledge transfer is dependent on a well-functioning interface between scientists / researchers, managers and policy developers, with the park having a reputation for science informing management and decision-making. This science-management interface and relationship is not a given and needs continuous nurturing and development. There are numerous examples where management protocols in the park have been amended and adapted as a result of continued research, including the cessation of culling predators in the central district in the 1970's, the numerous amendments of the Fire Protocol, the Artificial Water Provision Protocol and Alien Vegetation Clearing Protocol.

The KNP is also well known for its management–science–academic partnerships and these strongly support the SAM framework where the best available knowledge is used to take decisions or actions, which are continuously evaluated and refined and modified if required, facilitating a learning-by-doing approach and co-learning attitude. The bulk of research in the park is conducted (and funded) by non-SANParks scientists, academics and students, with SANParks scientists acting as research co-ordinators, facilitators and integrators of the vast body of knowledge generated. The KNP has various facilities to help stimulate research, including short-term visiting researcher accommodation in Pafuri. The scientific staff should: (i) conduct independent research and critical monitoring actions in support of park management goals; (ii) attract and support external research projects, especially in the field of applied nature and of value to the park; (iii) re-integrate the ensuing knowledge into the understanding of the park, its management and the policy environment (on multiple levels); and (iv) curate, manage and share / communicate data, information and knowledge to various audiences in order to increase the impact and reach of science in the park and beyond. External projects are registered through a process governed by a Standard Operating Procedure. Departments within KNP need to highlight research needs to Scientific Services in order for internal scientists to assist with the relevant research and/or to leverage/source potential external expertise and collaborators that may be able to address these if and where applicable.



The MCNP supports KNP's long-term monitoring projects that have been running for decades, and also embraces modern technology allowing new insights at scales and detail which were previously not possible (e.g. LiDAR & e-DNA).

To achieve the purpose of this programme, the actions listed in the table below will be implemented.

Table 44: Research, monitoring and co-learning Programme

RESEARCH, MONITORING AND CO-LEARNING PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To provide broad-based scientific support in order to ensure science underpins management actions, decision making and communication by conducting and facilitating appropriate research and monitoring projects, growing capacity, creating co-learning opportunities and translating and communicating science whilst maintaining and contributing to the park's scientific history and reputation.					
Sub-objective	Actions	Responsibility	Indicators	Timeframe	Reference
To develop and manage an effective system to store, share and report on data thereby contributing to learning and preserving institutional memory.	MCNP to maintain an effective data repository (including back-up system) which ensures effective and simple data sharing and access.	SS, RS, MCNP Co-ordinator	Database	Ongoing	
	To contribute to the KNP database with current, historical internal and field reports (institutional memory).	SS, RS, MCNP Co-ordinator	Database, reports	Ongoing	
To conduct and facilitate relevant and robust socio-ecological research and monitoring to support MCNP and the core pillars of SANParks.	Conduct, solicit and facilitate research and monitoring and respond to research requests where applicable.	SS, VWS, CM, RS, MCNP Co-ordinator	Projects register	Ongoing	
	Support / assist with annual Biodiversity Monitoring Plan and archive monitoring data.	SS, MCNP Co-ordinator	Reports	Ongoing	
	Provide research support for internal and external researchers.		Reports	Ongoing	
To effectively communicate socio-ecological science in order to create awareness, educate and build constituency with a broad base of academic and non-academic stakeholders.	Contribute towards SANParks Research Report (with MCNP content).	SS, CS, MCNP Co-ordinator, SET	Report	Annually	
	Communicate information to general public as part of the interpretation programme.		Report	Ongoing	
To attract and grow science capacity, skills and human capital.	Outreach to school children and student groups.	SS, CM, MCNP Co-ordinator	Report	Ongoing	
	Support growing science capacity (e.g. Junior Scientist programme; Post-doc initiatives, etc.).	SS, MCNP Co-ordinator	Report	Ongoing	
	Allow and enable staff to grow science capacity.		Report	Ongoing	



RESEARCH, MONITORING AND CO-LEARNING PROGRAMME					
High-level objective: To ensure effective and efficient management of the park through good corporate governance, enabling the park to achieve its objectives.					
Objective: To provide broad-based scientific support in order to ensure science underpins management actions, decision making and communication by conducting and facilitating appropriate research and monitoring projects, growing capacity, creating co-learning opportunities and translating and communicating science whilst maintaining and contributing to the park's scientific history and reputation.					
Sub-objective	Actions	Responsibility	Indicators	Timeframe	Reference
To ensure science supports management actions, underpins decision-making and contributes towards effective park management and policy development.	Ensuring scientific input is provided in cross-departmental functions and engagements as well as park protocols and SANParks policies.	SS, CM, MCNP Co-ordinator	Report	Ongoing	
	Participation in advisory groups and working groups, contributing to regional and (inter)national initiatives / programmes.	SS, CM, MCNP Co-ordinator,	Report	Ongoing	

10.9. Evaluation & Learning

10.9.1. Operationalisation

The KNP Management Plan was updated during 2018 and includes the management of the MCNP. The plan will be implemented over a 10-year period, 2018-2028. The MCNP Management Plan needs to be reviewed in line with the next KNP Management Plan update during 2028 to ensure effective and cohesive management of the MCNP.

In monitoring, evaluating and reporting on protected area management and the implementation of the MCNP Management plan, the following must be considered:

- Monitoring, evaluation and reporting is a fundamental aspect of adaptive management, enabling the assessment of management interventions and, if necessary, their modification in an effort to achieve the vision and objectives of the MCNP.
- Monitoring should be designed and implemented to determine the effectiveness of the implementation of the MCNP's management plan and as such should be designed to be straightforward and practical for implementation by on-site staff.
- Records should be maintained of key management interventions, as set out in the management plan, and of problem events or incidents such as poaching or environmental disasters.
- Scientific monitoring programmes may be established to monitor specific management interventions such as those that relate to the need to maintain vegetation composition and diversity, wildlife carrying capacities and specific measures required for individual species.
- The outcomes of the monitoring process must be captured in an annual report, which should then also be used to inform the annual plan of operation that is developed for the protected area in the following year.
- A level of transparency must be instituted, as part of the monitoring, evaluation and reporting process to ensure that the MCNP maintains legitimacy in the activities and land uses undertaken within them.



Therefore, ongoing evaluation of emerging results against objectives is essential to allow strategies and operational plans to be adjusted. Specific action and annual operational plans need to inform the Key Performance Areas (KPA's) of staff members to ensure that the objectives of the MCNP are achieved. Central to this is to monitor and evaluate the consequences of management decisions, actions and other associated external programmes.

This involves assessment of the outcome of management interventions, but also frequent evaluation of early warning signals of whether the intervention is appropriate for achieving the particular objective:

- Has the intended plan of operation materialised?
- Were the selected options appropriate?
- Were the predicted consequences correct and, if not, why?
- Is the monitoring adequate, cost effective and feasible?
- Were the consequences actually acceptable?
- Even if the predicted consequences were correct and acceptable, are the objectives and vision being met?

The development of an annual report and an annual plan of operation, informed by the annual budgeting process, should be undertaken through an annual management meeting between the JMB, Makuleke CPA and JMC structures. Key experts and stakeholders may also be included in the annual management meeting if their input is required. The purpose of the meeting should be to review the progress in the implementation of the MCNP's management plan, compile the associated annual report, to identify goals and intended outcomes for the coming year and develop the MCNP's annual plan of operation (APO). As part of this process, the MCNP's budget should be reviewed and costs provisionally allocated for key management interventions. If a management effectiveness assessment has been undertaken in that year, its findings should also be incorporated into the MCNP's annual plan of operation. The annual report generated from this meeting may then also form the basis for the management report presented to the JMC and JMB.

In undertaking the review of the previous year, it is important that any supporting documentation, related to the MCNP's monitoring section, be included. This may include brief reports, maps and any other data and information identified. This will thus enable an effective review of the implementation of the MCNP Management Plans. A further important aspect of this process will be to identify areas in which targets may have been achieved or may need to be modified, which may then inform a periodic formal review of the Management plan.

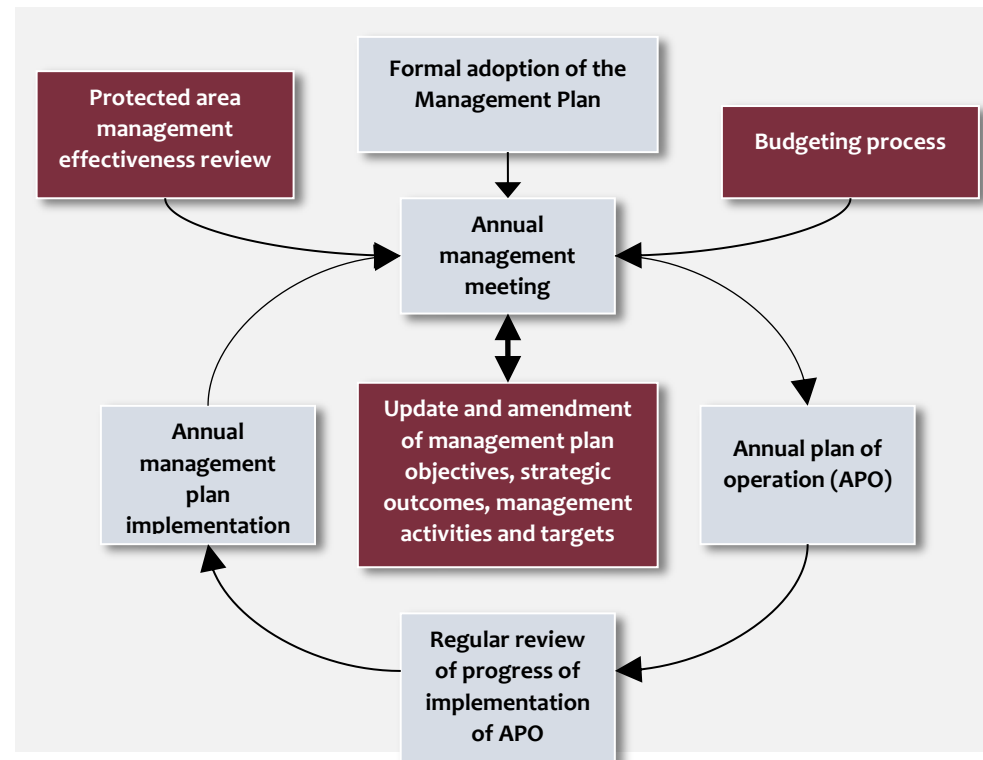


Figure 14: Process for reviewing the MCNP implementation and developing an annual plan of operation, integrated with the findings of a management effectiveness assessment and budgeting process.

10.9.2. Periodic METT assessments

The Management Effectiveness Tracking Tool (METT-SA Version 3) has become the standardised tool for measuring protected area management effectiveness in South Africa. It is largely aligned with the Norms and Standards for the Management of Protected Areas in South Africa, which means that completion of a METT assessment and preparation of an accompanying report will meet its reporting requirements. It is important that the MCNP gets assessed periodically, in line with the GLTFCA Cooperative Arrangements (2018). This will allow key management issues and challenges to be identified and prioritised, which may then be addressed in the protected area's management plan and its annual plan of operation (APO).



SECTION 11: COSTING

11.1. COSTING

In line with the legal requirement, the programmes of implementation to achieve the desired state have been costed below. Costing was done according to a percentage base of the total KNP Management Plan Costing and according to the hectare measurement of the MCNP. A zero-cost based approach will need to be conducted for a more accurate methodology. This can be achieved through monthly financial reporting (see Section 10.8.4 & 11.7 & Annexure E)

The MCNP and its partners will adhere to the guiding principles listed below:

- Responsibly manage the allocation of budget, revenue raising activities and expenditure;
- Ensure that solid financial management supports the achievement of the objectives in this plan;
- Comply with the Public Finance Management Act.

When estimating the costing the following items were considered:

- Those costs and associated resources which could be allocated to specific activities and which were of a recurring nature;
- Those costs and associated resources which could be allocated to specific activities, but which were of a once-off nature;
- Unallocated fixed costs (water, electricity, phones, bank fees etc.);
- Maintenance of infrastructure;
- Provision for replacement of minor assets (furniture, electronic equipment, vehicles, etc.)

11.2. INCOME

Section 34.1. & 34.2. of the Makuleke Settlement Agreement states:

- 34.1. All income received from permissible commercial activities undertaken in the Makuleke Region in terms of this agreement (excluding gate fees) shall accrue to the CPA, subject to clause 31.4. In the event of a dispute between the CPA and SANP as to what the CPA's income is or has been for any period, either of the parties may refer the matter to independent audit and the provisions of clauses 34.4.2, 34.4.3, 34.4.4 and 34.4.5 shall apply *mutatis mutandis*, subject to the proviso that all references to clause 34.4.1 shall be deemed to be references to this clause 34.1 and the independent auditor shall make a determination in terms of clause 34.4.4 as to the CPA's income for a specified period and not the operational management cost⁸.
- 34.2. All gate fees charged for entrance to the Kruger National Park, via the Makuleke Region ("the Pafuri gate"), shall accrue to the SANP : Provided that the terms of this clause 34.2 may be reconsidered by the JMB from time to time. Notwithstanding the provisions of clause 27.3.9 the SANP shall, for the duration that the gate fees accrue to the SANP, be entitled to determine the gate fees payable in respect of the Pafuri gate : Provided that such gate fees may not exceed the gate fees applicable to any other gate for entrance to the Kruger National Park.

The following tabulates gate fees received at Pafuri Gate and, as cited above, this income is the only source of revenue received from the MCNP to manage the park.

⁸ Clause amended to cl. 49.4 by para. 20 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998



Table 45: Pafuri Gate Statistics and Income

Historical Information	2018	2019	2020	AVG
Pafuri Gate Fees (KNP contribution towards PM)	570.457.00	608.337.00	244.200.00	474.331.33
TOTAL REVENUE	570.457.00	608.337.00	244.200.00	474.331.33

11.3. EXPENDITURE

Section 34 of the Makuleke Settlement Agreement states:

34.3 The actual costs incurred in the operational management of the Makuleke Region, which costs shall specifically exclude any costs in relation to overheads of the head office of the SANP or any other indirect costs of the SANP, but shall include the direct costs incurred in:

- 34.3.1 Conservation management within the Makuleke Region;
 - 34.3.2 The establishment and/or maintenance of infrastructure utilised solely in relation to the operational management of the Makuleke Region;
 - 34.3.3 Rehabilitation of the land where the SANP withdraws from existing infrastructure, which infrastructure is not required by the JMB; and
 - 34.3.4 The administration of the JMB; and
- shall be determined by the JMB upon information supplied by the CPA and the SANP. This operational management cost shall be borne by the SANP for an initial period of 5 (five) years from the commencement of this agreement, unless the CPA elects in its discretion to contribute thereto during that initial period. Upon termination of the initial 5 (five) year period, the CPA shall be liable for 50% (fifty percent) of the operational management costs of the Makuleke Region provided that, the CPA's contribution to the total operational management costs of the Makuleke Region shall not exceed 50% (fifty percent) of its net profit, unless the CPA, at its own election, decides otherwise.

34.5 All costs relating to the establishment and maintenance of infrastructure providing solely for commercial activities of the CPA shall be borne by the CPA.

34.6 Subject to clauses 34.3 and 34.5, all costs relating to the establishment and/or maintenance of infrastructure utilised for both commercial activities and the operational management of the Makuleke Region shall be borne by the parties in such proportions as the JMB may determine, whose decision shall be final and binding upon the parties, subject to the proviso that in the event that the JMB is unable to determine the cost proportions that the provisions of clause 34.4 shall apply *mutatis mutandis*.

The expense incurred by SANParks to manage the MCNP has accrued to an estimated total of R120 773 448.65 since the Settlement Agreement was signed in 1998.

11.3.1. RECURRING COSTS

The annual directly allocated cost (including staff salaries, travel, supplies and tools) is estimated at R 9 930 436.70 for 2022/23. These ongoing costs are split according to the programmes listed in Table 46 and Table 47.

Table 46: The estimated annual operational costs for MCNP for 2022/23⁹

Programme	2022/23 (Y2)	Percentage of Total
Human Capital Management	R 2 780 522.27	28.00%
Responsible Tourism & Sustainable Business	R 2 276 056.09	22.92%
Infrastructure	R 1 919 553.41	19.33%
Safety & Security	R 496 521.83	5.00%

⁹ Costing was done according to a percentage base of the total KNP Management Plan Costing and according to the ha of the MCNP.



Programme	2022/23 (Y2)	Percentage of Total
Socio-Economic Development	R 486 591.40	4.90%
Rehabilitation	R 376 363.55	3.79%
Invasive Alien Species	R 374 377.46	3.77%
Financial Management and Administration	R 165 838.29	1.67%
Research, Monitoring and Co-Learning	R 148 956.55	1.50%
Integrated Catchment Management	R 121 151.33	1.22%
Fire Management	R 116 186.11	1.17%
Veterinary Wildlife Services	R 113 206.98	1.14%
Natural Resource Use	R 75 471.32	0.76%
Disease Management	R 72 492.19	0.73%
Communication	R 66 533.93	0.67%
Species of Special Concern	R 54 617.40	0.55%
Cultural Heritage Management	R 45 680.01	0.46%
Freshwater Ecosystems	R 35 749.57	0.36%
Environmental Education and Interpretation	R 21 846.96	0.22%
Predation	R 21 846.96	0.22%
Risk Management	R 21 846.96	0.22%
Integrated Land Use and Regional Planning and Management Programme	R 20 853.92	0.21%
Stakeholder Engagement and Relationships	R 18 867.83	0.19%
Wild and Distinctive Landscapes	R 17 874.79	0.18%
MCNP Institutional Arrangements	R 15 888.70	0.16%
Herbivore Management	R 13 902.61	0.14%
GLTFCA, Contractual and Co-operative Conservation Agreements	R 12 909.57	0.13%
Human Wildlife Conflict	R 11 916.52	0.12%
Environmental Management	R 7 944.35	0.08%
Promoting Access	R 7 944.35	0.08%
Climate Change	R 5 958.26	0.06%
Disaster Management	R 4 965.22	0.05%
Total	R 9 930 436.70	100.00%

The following table provides an overview of the estimated costs to manage the MCNP over the next 10 years, which will amount to R130 891 049.78. During this period a zero-based costing approach should be done to obtain a more accurate methodology.



Table 47: The estimated annual operational costs for MCNP for 2022-2032¹⁰

Programme	2022/23 (Y2)	2023/24 (Y3)	2024/25 (Y4)	2025/26 (Y5)	2026/27 (Y6)	2027/28 (Y7)	2028/29 (Y8)	2029/30 (Y9)	2030/31 (Y10)	2031/32 (Y11)	Total (2021-2032)	Percentage of Total
Human Capital Management	2.780.522.27	2.947.353.61	3.124.194.83	3.311.646.52	3.510.345.31	3.720.966.03	3.944.223.99	4.180.877.43	4.431.730.07	4.697.633.88	36.649.493.94	28.00%
Responsible Tourism & Sustainable Business	2.276.056.09	2.412.619.46	2.557.376.62	2.710.819.22	2.873.468.37	3.045.876.48	3.228.629.07	3.422.346.81	3.627.687.62	3.845.348.87	30.000.228.61	22.92%
Infrastructure	1.919.553.41	2.034.726.62	2.156.810.22	2.286.218.83	2.423.391.96	2.568.795.48	2.722.923.20	2.886.298.60	3.059.476.51	3.243.045.10	25.301.239.92	19.33%
Safety & Security	496.521.83	526.313.14	557.891.93	591.365.45	626.847.38	664.458.22	704.325.71	746.585.26	791.380.37	838.863.19	6.544.552.49	5.00%
Socio-Economic Development	486.591.40	515.786.88	546.734.09	579.538.14	614.310.43	651.169.05	690.239.20	731.653.55	775.552.76	822.085.93	6.413.661.44	4.90%
Rehabilitation	376.363.55	398.945.36	422.882.09	448.255.01	475.150.31	503.659.33	533.878.89	565.911.62	599.866.32	635.858.30	4.960.770.79	3.79%
Invasive Alien Species	374.377.46	396.840.11	420.650.52	445.889.55	472.642.92	501.001.50	531.061.59	562.925.28	596.700.80	632.502.85	4.934.592.58	3.77%
Financial Management and Administration	165.838.29	175.788.59	186.335.91	197.516.06	209.367.02	221.929.05	235.244.79	249.359.48	264.321.04	280.180.31	2.185.880.53	1.67%
Research, Monitoring and co-learning	148.956.55	157.893.94	167.367.58	177.409.63	188.054.21	199.337.47	211.297.71	223.975.58	237.414.11	251.658.96	1.963.365.75	1.50%
Integrated Catchment Management	121.151.33	128.420.41	136.125.63	144.293.17	152.950.76	162.127.81	171.855.47	182.166.80	193.096.81	204.682.62	1.596.870.81	1.22%
Fire Management	116.186.11	123.157.28	130.546.71	138.379.52	146.682.29	155.483.22	164.812.22	174.700.95	185.183.01	196.293.99	1.531.425.28	1.17%
Veterinary Wildlife Services	113.206.98	119.999.40	127.199.36	134.831.32	142.921.20	151.496.47	160.586.26	170.221.44	180.434.72	191.260.81	1.492.157.97	1.14%
Natural Resource Use	75.471.32	79.999.60	84.799.57	89.887.55	95.280.80	100.997.65	107.057.51	113.480.96	120.289.82	127.507.21	994.771.98	0.76%
Disease Management	72.492.19	76.841.72	81.452.22	86.339.36	91.519.72	97.010.90	102.831.55	109.001.45	115.541.53	122.474.03	955.504.66	0.73%
Communication	66.533.93	70.525.96	74.757.52	79.242.97	83.997.55	89.037.40	94.379.65	100.042.42	106.044.97	112.407.67	876.970.03	0.67%
Species of Special Concern	54.617.40	57.894.45	61.368.11	65.050.20	68.953.21	73.090.40	77.475.83	82.124.38	87.051.84	92.274.95	719.900.77	0.55%
Cultural Heritage Management	45.680.01	48.420.81	51.326.06	54.405.62	57.669.96	61.130.16	64.797.97	68.685.84	72.806.99	77.175.41	602.098.83	0.46%
Freshwater Ecosystems	35.749.57	37.894.55	40.168.22	42.578.31	45.133.01	47.840.99	50.711.45	53.754.14	56.979.39	60.398.15	471.207.78	0.36%
Interpretation	21.846.96	23.157.78	24.547.25	26.020.08	27.581.28	29.236.16	30.990.33	32.849.75	34.820.74	36.909.98	287.960.31	0.22%
Predation	21.846.96	23.157.78	24.547.25	26.020.08	27.581.28	29.236.16	30.990.33	32.849.75	34.820.74	36.909.98	287.960.31	0.22%
Risk Management	21.846.96	23.157.78	24.547.25	26.020.08	27.581.28	29.236.16	30.990.33	32.849.75	34.820.74	36.909.98	287.960.31	0.22%
Integrated Land Use and Regional Planning and Management Programme	20.853.92	22.105.15	23.431.46	24.837.35	26.327.59	27.907.25	29.581.68	31.356.58	33.237.98	35.232.25	274.871.20	0.21%
Stakeholder Engagement and Relationships	18.867.83	19.999.90	21.199.89	22.471.89	23.820.20	25.249.41	26.764.38	28.370.24	30.072.45	31.876.80	248.692.99	0.19%
Wild and Distinctive Landscapes	17.874.79	18.947.27	20.084.11	21.289.16	22.566.51	23.920.50	25.355.73	26.877.07	28.489.69	30.199.07	235.603.89	0.18%
MCNP Institutional Arrangements	15.888.70	16.842.02	17.852.54	18.923.69	20.059.12	21.262.66	22.538.42	23.890.73	25.324.17	26.843.62	209.425.68	0.16%
Herbivore Management	13.902.61	14.736.77	15.620.97	16.558.23	17.551.73	18.604.83	19.721.12	20.904.39	22.158.65	23.488.17	183.247.47	0.14%
GLTFCA, Contractual and Co-operative Conservation Agreements	12.909.57	13.684.14	14.505.19	15.375.50	16.298.03	17.275.91	18.312.47	19.411.22	20.575.89	21.810.44	170.158.36	0.13%
Human Wildlife Conflict	11.916.52	12.631.52	13.389.41	14.192.77	15.044.34	15.947.00	16.903.82	17.918.05	18.993.13	20.132.72	157.069.26	0.12%
Environmental Management	7.944.35	8.421.01	8.926.27	9.461.85	10.029.56	10.631.33	11.269.21	11.945.36	12.662.09	13.421.81	104.712.84	0.08%
Promoting Access	7.944.35	8.421.01	8.926.27	9.461.85	10.029.56	10.631.33	11.269.21	11.945.36	12.662.09	13.421.81	104.712.84	0.08%
Climate Change	5.958.26	6.315.76	6.694.70	7.096.39	7.522.17	7.973.50	8.451.91	8.959.02	9.496.56	10.066.36	78.534.63	0.06%
Disaster Management	4.965.22	5.263.13	5.578.92	5.913.65	6.268.47	6.644.58	7.043.26	7.465.85	7.913.80	8.388.63	65.445.52	0.05%
Total	9.930.436.70	10.526.262.90	11.157.838.67	11.827.308.99	12.536.947.53	13.289.164.38	14.086.514.25	14.931.705.10	15.827.607.41	16.777.263.85	130.891.049.78	100.00%

¹⁰ Costing was done according to a percentage base of the total KNP Management Plan Costing and according to the hectare measurement of the MCNP.



11.3.2. ONCE-OFF COSTS

In addition to the above there is a further once-off cost estimate at R 280 271.60 over the period 2022-2023 as can be seen in the following table:

Table 48: The estimated once-off cost of the various programmes

Programme	Estimated Budget
Integrated land-use and bioregional planning and management	R 143 790.20
GLTFCA and conservation area contractual and co-operative models and agreements	R 62 517.50
Safety & Security	R 36 169.20
Cultural Heritage	R 34 953.00
Integrated water resource management	R 1 705.00
Environmental Management	R 1 136.70
Total	R 280 271.60

11.3.3. UNALLOCATED FIXED COSTS

The unallocated fixed costs applicable but not allocated in Table 48 above for 2022-2023 amount to R 1 628 633.54.

11.3.4. MAINTENANCE

Section 35 of the Makuleke Settlement Agreement states:

35.1 For so long as the SANP manages the Makuleke Region in terms of clause 28 it shall be entitled to use and enjoy the infrastructure situated on the land as may be necessary for the SANP to conduct its conservation management obligations in terms of clause 28, thereafter such use and enjoyment shall be subject to agreement between the parties.

35.2 Access by the JMB or the CPA to SANP infrastructure south of the Luvuvhu River shall be subject to agreement between the parties.

A breakdown of the infrastructure, both existing and new with their replacement value and an estimate of the ongoing manual maintenance for 2022-2023 is provided in Table 49. The projected maintenance for existing infrastructure is estimated at R 2 947 960.62. If the new planned infrastructure is developed, it will add a further

R220 678.07 (at 2021/22 rates) to this annual maintenance budget, increasing it to R3 168 638.68. The maintenance requirements was calculated as a percentage of the replacement value.

Table 49: The estimated replacement value of the existing infrastructure and any new infrastructure required with the estimated annual maintenance budget for the existing and new infrastructure in the MCNP

Estimated replacement value				Estimated maintenance		
	Existing (R)	New (R)	Total (R)	Existing (R)	New (R)	Total (R)
Buildings	R 30 707 636.72	R 9 594 698.65	R 40 302 335.36	R 706 275.65	R 220 678.07	R 926 953.72



Estimated replacement value				Estimated maintenance		
	Existing (R)	New (R)	Total (R)	Existing (R)	New (R)	Total (R)
Roads and Tracks	R 75 387 612.31	-	R 75 387 612.31	R 1 507 752.25		R 1 507 752.25
Trails	-	-	-	-		-
Fencing	R 829 195.33	-	R 829 195.33	R 11 595.52		R 11 595.52
Water System	R 8 260 862.26	-	R 8 260 862.26	R 115 652.07		R 115 652.07
Electricity	R 2 896 288.02	-	R 2 896 288.02	R 40 790.31		R 40 790.31
Other	R 1 800 391.16	-	R 1 800 391.16	R 40 790.31		R 40 790.31
Sewerage	R 1 616 475.50	-	R 1 616 475.50	R 22 630.66		R 22 630.66
Bridges etc.	R 100 494 767.85	-	R 100 494 767.85	R 502 473.84		R 502 473.84
Total	R 221 993 229.15	R 9 594 698.65	R 231 587 927.80	R 2 947 960.62	R 220 678.07	R3 168 638.68

11.3.5. REPLACEMENT OF MINOR ASSETS

To calculate the replacement provision, the cost price of the assets was divided by the estimated useful life. SANParks applies certain standards in this regard. The estimated asset value for various categories is based on their original purchase price and the estimated budget required annually making provision for their replacement. A provision of R 653 584.77 in 2022/23, as presented in Table 50 should be made for the replacement of minor assets in the MCNP.

Table 50: The total value various categories of minor assets and replacement thereof (based on the original purchase price).

Asset Type	Asset Value	Provision for replacement
Aircraft	R 7 563.16	R 400.84
White goods	R 186 167.21	R 28 191.03
Vehicles and trailers	R 917 981.24	R 194 612.02
Air conditioners	R 128 212.77	R 19 415.07
Computer Equipment	R 255 711.49	R 90 351.38
Firearms	R 40 031.49	R 4 243.33
Lawnmowers	R 7 224.56	R 2 552.67
Furniture	R 380 426.93	R 57 607.50
Mechanical equipment	R 1 492 579.76	R 226 019.21
Equipment (other)	R 1 844.87	R 391.11



Asset Type	Asset Value	Provision for replacement
Office equipment	R 194 731.01	R 29 487.83
Watercraft	R 1 475.49	R 312.79
Total	R 3 613 950.01	R 653 584.77

11.4. SUMMARY

It is estimated that the park will require an annual operating budget of R 15 381 293.69 for 2022 / 2023, increasing to R 16 304 171.31 in 2022 / 2023 and R20 .73.678.02 for the period 2022-2032.

Table 51: Summary of costs to manage MCNP over the period 2022-2032

Item	2022/23 (Y1)	2023/24 (Y2)	2024/25 (Y3)	2026/27 (Y5)	2031/32 (Y10)	Total (2022-2032)
Programme Cost	R 9.930.436.70	R 10.526.262.90	R 11.157.838.67	R 12.536.947.53	R 16.777.263.85	R 130.891.049.78
Unallocated fixed Costs	R 1.628.633.54	R 1.726.351.55	R 1.829.932.65	R 2.056.112.32	R 2.751.542.10	R 21.466.684.73
Estimated Maintenance Cost	R 3.168.638.68	R 3.358.757.00	R 3.560.282.42	R 4.000.333.33	R 5.353.348.38	R 41.765.176.69
Provision of minor assets	R 653.584.77	R 692.799.86	R 734.367.85	R 825.135.71	R 1.104.217.72	R 8.614.766.83
Total	R 15.381.293.69	R 16.304.171.31	R 17.282.421.59	R 19.418.528.89	R 25.986.372.04	R 202.737.678.02

In addition to this amount, the MCNP will also require R 280.271.60 over the next ten-year period for once-off costs. A summary is presented in Table 52.

Table 52: A summary of the annual and once-off costs that are required to fully implement the activities in the management plan over the period 2022-2032

	2022/23 (Y1)	2023/24 (Y2)	2024/25 (Y3)	2025/26 (Y4)	2026/27 (Y5)	2031/32 (Y10)	Total (2022-2032)
Annual Costs	R 15.381.293.69	R 16.304.171.31	R 17.282.421.59	R 18.319.366.88	R 19.418.528.89	R 25.986.372.04	R 202.737.678.00
Once-off costs over 10 years	R 280.271.60						R 280.271.6
SANParks expenditure budget for KNP (including MCNP)	R 11.995.059.09	R 12.714.762.64	R 13.477.648.39	R 14.286.307.30	R 15.143.485.73	R 20.265.399.94	R 158.104.414.19
Shortfall	R 3.105.963.00	R 3.589.408.67	R 3.804.773.19	R 4.033.059.58	R 4.275.043.16	R 5.720.972.10	R 44.352.992.24

Funding secured from SANParks head office does not cover the full operational costs, as indicated by the shortfall in Table 52.

11.5 IMPLICATIONS

Should the MCNP be unsuccessful in securing the shortfall amount of R 44 352 992.24 over the ten-year period then the following programmes will be affected:

- o Various programmes will be negatively affected, notably the Safety and Security programme; and



- The MCNP will be unable to replace assets that have reached the end of their life span, operations could be adversely affected and thereby increasing the risk profile.

11.6 FUTURE

There are various ways in which the shortfall could be covered, options include:

- To request additional funding from SANParks Head Office;
- To request funding from the MCPA in support of managing the MCNP;
- To approach donors; or
- To except the shortfall and rationalise the programmes.

Depending on the priority and urgency of the various requirements, management will make a decision regarding the most appropriate action to take.

11.7 REPORTING

A financial reporting template has been provided in Annexure E for the financial reporting and management of the MCNP as per the recommendations in Section 10.8.4.



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ANNEXURE A: MAKULEKE SETTLEMENT AGREEMENT

Main Agreement **Relating to the Makuleke Land Claim** **(as amended)**

As signed by the parties on 30 May 1998
and as amended by the parties by way of different counterparts
signed between 11 and 15 December 1998

Parties:

The Makuleke Community
South African National Parks
Minister of Environmental Affairs and Tourism
Minister of Public Works
Minister of Land Affairs
Minister of Minerals and Energy
Minister of Agriculture
Minister of Defence
and
Member of the Executive Council For Agriculture, Land and
Environment, Northern Province

Note: This cover page does not form part of the agreement as signed.



AGREEMENT

between

THE MAKULEKE COMMUNITY

SOUTH AFRICAN NATIONAL PARKS

MINISTER OF ENVIRONMENTAL AFFAIRS AND TOURISM

MINISTER OF PUBLIC WORKS

MINISTER OF LAND AFFAIRS

MINISTER OF MINERALS AND ENERGY

MINISTER OF AGRICULTURE

MINISTER OF DEFENCE

and

**MEMBER OF THE EXECUTIVE COUNCIL FOR AGRICULTURE, LAND AND
ENVIRONMENT, NORTHERN PROVINCE**



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AGREEMENT

1. PARTIES

- 1.1 **MAKULEKE COMMUNITY**
- 1.2 **SOUTH AFRICAN NATIONAL PARKS**
- 1.3 **MINISTER OF ENVIRONMENTAL AFFAIRS AND TOURISM**
- 1.4 **MINISTER OF PUBLIC WORKS**
- 1.5 **MINISTER OF LAND AFFAIRS**
- 1.6 **MINISTER OF MINERALS AND ENERGY**
- 1.7 **MINISTER OF AGRICULTURE**
- 1.8 **MINISTER OF DEFENCE**
- 1.9 **MEMBER OF THE EXECUTIVE COUNCIL FOR AGRICULTURE, LAND AND ENVIRONMENT : NORTHERN PROVINCE**

2. INTERPRETATION

- 2.1 The headnotes to the clauses of this agreement are inserted for reference purposes only and shall in no way govern or affect the interpretation hereof.
- 2.2 Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

"the/this agreement"	this agreement and all schedules annexed hereto;
"the additional land"	<p>that land owned by the State and consisting of:</p> <ul style="list-style-type: none">1. a portion of the proclaimed Matshakatini Nature Reserve marked as "Portion of Matshakatini Nature Reserve" on the diagram attached hereto as Schedule 1; and2. a portion of the unproclaimed Makuya Park marked as "Portion of Makuya Park" on the diagram attached hereto as Schedule 1;
"business day"	every day of the week excluding Saturdays, Sundays and official public holidays of the Republic of South Africa;
"commercial activities"	<p>subject to the provisions of this agreement, all activities, which are capable of being conducted within the Makuleke Region and are of an income producing or commercial nature; and which shall include but not necessarily be limited to eco-tourism; provided that such activities:</p> <ul style="list-style-type: none">1. do not cause the material permanent or semi-permanent destruction of renewable or non-renewable resources within the Makuleke Region other than as permitted in terms of this agreement; and2. have been approved by the competent authority after an environmental impact assessment as may be required by law, where such approval is required in terms of clause 11.1.5; and3. do not contravene the Deed of Grant; and4. do not contravene the provisions of this agreement, and in particular clause 31 hereof; and5. do not impact upon the conservation status of the land, except insofar as such activities may be regarded as sustainable use of the land without permanent or semi-permanent degradation of the land; and



6. do not contravene the Master Plan; and
7. are to be associated with the conservation of the land;

*[Definition amended ito cl. 49.4 by para. 4.1 of the written agreement between all the parties,
signed in counterparts between 11 and 15 December 1998]*

"community" those members of the Makuleke community who were dispossessed of their rights in the land in 1969 due to the forced removal of members of this community from the land, as well as their direct descendants and any other person who is admitted to the CPA in terms of its constitution;

*[Definition amended ito cl. 49.4 by para. 4.2 of the written agreement between all the parties,
signed in counterparts between 11 and 15 December 1998]*

"conservation" the conservation and study of wild animals, flora and fauna and objects of geological, archaeological, historical, ethnological and other interests in such a manner as the land shall be retained in its natural state, as far as may be practical and for the benefit of enjoyment of the community and visitors;

"CPA" the Makuleke Communal Property Association, upon its registration in terms of Section 8 of the Communal Property Association Act, 1996 as amended, or its successor-in-title;

*[Definition amended ito cl. 49.4 by para. 4.3 of the written agreement between all the parties,
signed in counterparts between 11 and 15 December 1998]*

"Deed of Grant" the deed of grant to be given by the Minister of Public Works, in terms of which the land is to be granted to the CPA; the conditions of title specifically related to the terms of this agreement shall be substantially in the form set out in Schedule 3, insofar as these conditions constitute registrable conditions of title;

*[Definition amended ito cl. 49.4 by para. 4.4 of the written agreement between all the parties,
signed in counterparts between 11 and 15 December 1998]*

"JMB" the Joint Management Board established in terms of clause 25 of this agreement;

"the KNP land" that land owned by the State, and incorporated into the Kruger National Park as a schedule 1 park in terms of the National Parks Act and consisting of that area marked as the "Pafuri Portion of the Kruger National Park" on the diagram attached hereto as Schedule 1;

"the land" the portion of land described by the figure "a B C D E F G H J K L m middle of Limpopo River n middle of Luvuvhu River a" and referred to as "the farm Makuleke No 6 - MU" in schedule 2 attached hereto;

*[Definition amended ito cl. 49.4 by para. 4.5 of the written agreement between all the parties,
signed in counterparts between 11 and 15 December 1998]*

"the Makuya Park" that land owned by the State and consisting of that area marked as "Makuya Park" on the diagram attached hereto as Schedule 4;

"the Master Plan" the master plan to be prepared by the JMB as soon as possible after the establishment of the JMB, and which shall be reviewed by the JMB from time to time; and in the absence of and until a master plan is prepared by the JMB, the draft Management Plan for the Kruger National Park (volume 7 and 8), 1997 as at the signature date, and attached hereto as Schedules 6 and 7;

"Makuleke Region" the land referred to in clause 23.3;

*[Definition amended ito cl. 49.4 by para. 4.6 of the written agreement between all the parties,
signed in counterparts between 11 and 15 December 1998]*



"MEC"	Member of the Executive Council for Agriculture, Land and Environment : Northern Province;
"Minerals Act"	Minerals Act, 1991 as amended or substituted by any other Act;
"Minister"	Minister of Environmental Affairs and Tourism;
"National Parks Act"	the National Parks Act, 1976 as amended or any other Act replacing it;
"party/parties"	unless the context requires otherwise, "parties" shall mean: 1. In Chapters 1 and 3, all the parties to this agreement listed in clause 1; and 2. In Chapter 2 shall mean the SANP and the CPA; and "party" shall mean: 1. In Chapters 1 and 3, any one of the parties to this agreement, as the context requires; and 2. in Chapter 2, either the SANP or the CPA, as the context requires;
"SANDF"	The South African National Defence Force or its successor-in-title;
"SANP"	South African National Parks, as referred to in Section 5 of the National Parks Act or its successor-in-title;
"the signature date"	the date of last signature hereto;
"the State"	the Republic of South Africa;

2.3 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of this agreement.

2.4 Unless inconsistent with the context, an expression which denotes:

2.4.1 any gender includes the other genders;

2.4.2 a natural person includes an artificial person and vice versa;

2.4.3 the singular includes the plural and vice versa.

2.5 The schedules to this agreement form an integral part hereof and words and expressions defined in this agreement shall bear, unless the context otherwise requires, the same meaning in such schedules.

3. **INTRODUCTION**

3.1 The community (as it was constituted at that time) was removed from the land in 1969 and formally dispossessed of the land in 1975 in terms of Government Notices 129 and 130 (Government Gazette 4732 of 6 June 1975), issued in terms of the Development Trust and Land Act, 1936. The KNP land was incorporated into the Kruger National Park, as a schedule 1 park in terms of the National Parks Act.

[Clause amended to cl. 49.4 by para. 5.1 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

3.2 The additional land was incorporated in part:

3.2.1 in the Madimbo corridor, later proclaimed as the Matshakatini Nature Reserve in terms of Administrators Notice 4 (Provincial Gazette 4799 of 1 January 1992) and



- is administered in terms of the Nature Conservation Ordinance, 1983, as amended and managed by the MEC and the SANDF, and
- 3.2.2 in the territory later known as the Republic of Venda presently managed by the MEC for purposes of nature conservation and known as the Makuya Park, and in respect of which the Minister of Land Affairs has the disposal authority in terms of the State Land Disposal Act, 1961.
- 3.3 In terms of the Restitution of Land Rights Act, 1994 as amended, the community submitted a claim to the Commission on Restitution of Land Rights, for the restitution of the land to themselves and have established the CPA to acquire, hold and manage the land.
- 3.4 This agreement is concluded after mediation of the community's claim to the land under the auspices of the National Land Reform Mediation Panel.
- 3.5 Notwithstanding that the parties have conceded that the community had occupied that land marked as "Portion of Mutele Traditional Authority" on Schedule 1 hereto, prior to the community's removal therefrom as set out in clause 3.1, the community has, in terms of clause 21.2, waived its rights in respect of this land as a gesture of good neighbourliness and goodwill, as this land is presently occupied and utilised by members of the Mutele community.
- [Clause amended to cl. 49.4 by para. 5.2 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]*
- 3.6 The community is willing to agree to the land being protected as an area of conservation, and for the land to be protected by its declaration as part of the Kruger National Park in terms of Section 2B(1)(b) of the National Parks Act for an initial period as agreed to in terms of this agreement: Provided that in so doing the community, through the CPA, maintains active participation in the management of the land, its rights to determine what commercial activities may take place on the land and conduct such commercial activities.
- [Clause amended to cl. 49.4 by para. 5.3 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]*
- 3.7 The SANP and the Departments of Land Affairs and Environmental Affairs and Tourism has agreed to facilitate in the restoration of the land to the community; provided that it is assured that the ecological integrity of the land shall be maintained and that those commercial activities implemented in respect of the land do not degrade the land or impact overtly on the conservation of this land.
- 3.8 To achieve the objective of maintaining the ecological integrity of the land the parties have agreed that the Deed of Grant shall provide *inter alia* that the land shall be maintained as an area of conservation.
- 3.9 Notwithstanding the status of the land as a conservation area, the CPA requires the land to facilitate in the upliftment of the community by:
- 3.9.1 providing a source of income through commercial activities; and
- 3.9.2 providing job opportunities in all spheres on the management of the land, and in this regard requires an active voice with regard to all income producing activities to be undertaken on the land, subject to the terms and conditions of this agreement.
- 3.10 The land shall be restored to the community through the CPA, subject to it being utilised solely for the purposes of conservation and associated commercial activities. Upon restoration of the land to the CPA, the land will be incorporated into the Kruger National Park, as a contractual park in terms of Section 2B(1)(b) of the National Parks Act, to be known as the Makuleke Region of the Kruger National Park.
- [Clause amended to cl. 49.4 by para. 5.4 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]*
-



- 3.11 In order to meet the interests of both the SANP and the CPA in the land, it has been agreed that:
- 3.11.1 the SANP shall, in terms of Section 12(1) of the National Parks Act control, manage and maintain the Makuleke Region for the purposes set out in Section 4 of the National Parks Act, subject to clause 28;
 - 3.11.2 the SANP shall, in addition to its obligations in terms of Section 12(1) of the National Parks Act, undertake as agent of the JMB all such things necessary for the day-to-day conservation management and control of the Makuleke Region as directed by the JMB, subject to clause 30;
 - 3.11.3 the CPA shall have a discretion to decide upon and implement commercial activities on the land, subject to those constraints set out in this agreement and the Deed of Grant.
- 3.12 In addition, the community shall retain the utilisation rights to the land set out in clause 33 in terms of this agreement.
- 3.13 The parties wish to regulate their respective rights and obligations, in accordance with the terms and conditions contained in this agreement.

CHAPTER 1- SETTLEMENT

4. **CONDITION PRECEDENT**

- 4.1 This entire agreement is subject to the fulfilment of the following conditions precedent by not later than 31 December 1999, or such later date as the CPA (or, prior to the registration of the CPA, the community), SANP and the Minister of Land Affairs may agree in writing:
- 4.1.1 an order of court being made in terms of clause 22;
 - 4.1.2...
 - 4.1.3 the formation and registration of the Makuleke Communal Property Association, in terms of Section 8 of the Communal Property Association Act, 1996, as amended with membership complying with the Land Claims Court's determination in terms of clause 4.1.2; and the ratification of this agreement by the Makuleke Communal Property Association, after its registration, and in terms of the constitution of the Makuleke Communal Property Association; and
 - 4.1.4 the exclusion of the KNP land from the Kruger National Park in terms of section 2(3) of the National Parks Act.
- [Wording before the first colon and sub-clause 4.1.1 amended and sub-clause 4.1.2 deleted to cl. 49.4 by para. 6 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]*
- 4.2 The parties shall use their best endeavours to procure the fulfilment of these conditions precedent as soon as reasonably possible after the signature date.
- 4.3 If all of these conditions precedent are not fulfilled by the date specified in clause 4.1, this agreement shall be of no force or effect and no party shall have any claim against any other party for anything done hereunder or arising hereout : Provided that in such an event the community's claim to the land in terms of the Restitution of Land Act, 1994 shall be restored in its entirety, and provided further that in such an event all the other parties to this agreement reserve their rights to dispute such claim.

5. **EXCLUSION OF LAND FROM THE KRUGER NATIONAL PARK**

The Minister hereby undertakes that upon an order of court being made as contemplated in clause 22, he shall use his best endeavours to procure that the KNP land is excluded from the Kruger



National Park, by means of a resolution of Parliament in terms of Section 2(3) of the National Parks Act.

[Clause amended to cl. 49.4 by para. 7 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

6. **EXCLUSION OF LAND FROM THE MATSHAKATINI NATURE RESERVE**

The MEC hereby undertakes that upon an order of court being made as contemplated in clause 22, he shall procure that that portion of the additional land incorporated in the Matshakatini Nature Reserve is excluded from the Matshakatini Nature Reserve, in terms of Section 14 of the Nature Conservation Ordinance, 1983.

[Clause amended to cl. 49.4 by para. 8 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

7. **GRANTING OF TITLE**

Upon the exclusion of the KNP land from the Kruger National Park in terms of Section 2(3) of the National Parks Act the Minister of Land Affairs hereby undertakes to procure the transfer of the land to the CPA, in terms of the Deed of Grant.

8. **DECLARATION OF THE MAKULEKE REGION**

The Minister undertakes that upon the land being transferred to the CPA in terms of the Deed of Grant that he shall procure the declaration of the land as a national park in terms of Section 2B(1)(b) of the National Parks Act.

9. **MAKUYA PARK**

To the extent that the MEC exercises any powers in that portion of the Makuya Park marked "portion of Makuya Park" on the diagram in Schedule 1 on a non-obligatory basis, he shall cease doing so upon the transfer of the land to the CPA.

[Clause amended to cl. 49.4 by para. 9 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

10. **COMMENCEMENT AND DURATION**

Subject to the provisions of clause 4 this agreement shall come into effect on the signature date and shall remain in force, unless otherwise agreed between the parties.

11. **CONDITIONS OF USE**

11.1 The use of the land shall be subject to the following conditions:

11.1.1 no mining and/or prospecting activities (as defined in the Minerals Act), may take place in, on or under on the land. Notwithstanding the aforementioned, but subject to the provisions of the Minerals Act, the excavation of sand, stone, rock, gravel, clay and soil by:

11.1.1.1 the CPA for the purposes of building on the land and other commercial activities;

11.1.1.2 the JMB for the purposes of fulfilling its conservation management obligations in terms of this agreement; or

11.1.1.3 the SANP for the purposes of fulfilling its obligations in terms of this agreement or the National Parks Act,

shall not be prohibited : Provided that:

(i) prior to any such activities being undertaken an environment impact assessment as may be required by law must be conducted and the undertaking of such activities must be approved by the competent authority in terms of such law; and



- (ii) such activities are not in contravention of the Master Plan at the time that such activities are to be undertaken.
- 11.1.2 no part of the land may be used for residential purposes insofar as such purposes would conflict with the land being maintained and utilised as an area of conservation and associated commercial activities;
- 11.1.3 no part of the land may be used for agricultural purposes;
- 11.1.4 the land is to be utilised and maintained solely for the purpose of conservation, and associated commercial activities; and
- 11.1.5 no development of whatsoever nature may be made on the land prior to the an environmental impact assessment as may be required by law being undertaken and the approval of the competent authority in terms of such law being obtained in respect of such development; and
- 11.2 The parties agree that insofar as the provisions of clause 11.1 constitute registrable conditions of title, that the terms and conditions contained therein shall be registered as conditions of title in the Deed of Grant.
- 11.3 The parties agree to abide by all the conditions of this agreement and of the Deed of Grant.

12. **PRE-EMPTIVE RIGHTS**

The parties record that the following condition shall be registered as a condition of title within the Deed of Grant: the CPA may not sell or otherwise dispose of, alienate or transfer any of the land to any person, other than a person or body controlled by or beneficially owned by the CPA, without first offering the land to the SANP. Should the SANP not accept the CPA's offer within 45 (forty five) business days the CPA may, during a period of 180 (one hundred and eighty) business days after expiry of the 45 business day period, sell and transfer the land to a bona fide third party at no less than the price at and on conditions which are not more favourable to the purchaser than those at which the SANP was entitled to purchase the land.

*[Clause amended ito cl. 49.4 by para. 10 of the written agreement between all the parties,
signed in counterparts between 11 and 15 December 1998]*

13. **INFRASTRUCTURE**

The parties agree that all infrastructure acceding to the land shall become the property of the CPA upon transfer of the land to the CPA, and that such transfer shall be effected within the Deed of Grant.

14. **MINERAL RIGHTS**

- 14.1 The parties agree that the mineral rights in the land shall be reserved in favour of the State. In return for the community agreeing to this provision the parties agree to the provisions of clauses 14.2, 14.3, 14.4 and 14.6.

*[Clause amended ito cl. 49.4 by para. 11.1 of the written agreement between all the parties,
signed in counterparts between 11 and 15 December 1998]*

- 14.2 The parties agree that no mining and/or prospecting activities (as defined in the Minerals Act) may take place in, on or under the land, save as is provided in this agreement. Notwithstanding the aforementioned, but subject to the provisions of the Minerals Act, the excavation of sand, stone, rock, gravel, clay and soil by:

- 14.2.1 the CPA for the purposes of building and other commercial activities;
-



- 14.2.2 the JMB for the purposes of fulfilling its conservation management obligations in terms of this agreement; or
- 14.2.3 the SANP for the purposes of fulfilling its obligations in terms of this agreement or the National Parks Act,
- shall not be prohibited : Provided that:
- a).prior to any such activities being undertaken, an environmental impact assessment as may be required by law must be conducted and the undertaking of such activities must be approved by the competent authority in terms of such law; and
- b).such activities are not in contravention of the Master Plan at the time that such activities are to be undertaken.

[First sentence of clause amended ito cl. 49.4 by para. 11.2 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

14.3 It is further agreed that while it is current State policy that all State owned mineral rights in the Republic of South Africa remain vested in the State, in the event that such policy should for any reason change and the State wish to divest itself of the mineral rights in the land, that:

- 14.3.1 the State must first offer the mineral rights in the land to the CPA at a fair and reasonable price;
- 14.3.2 the CPA shall be afforded a period of 90 (ninety) business days to consider the State's offer and give its written acceptance of such offer;
- 14.3.3 should the CPA not accept the State's offer within 90 (ninety) business days, the State may offer the mineral rights in the land to a bona fide third party at a price that is not less, and on conditions which are not more favourable to such third party than those at which the CPA was entitled to purchase the mineral rights: Provided that, as a condition to such sale the third party undertakes to compensate the CPA in respect of any loss of surface rights as a result of any mining or prospecting activities.

14.4 In the event that the State applies to a court of competent jurisdiction or other competent authority to amend, overturn, remove or expropriate the condition referred to in clause 14.2, the State agrees that:

- 14.4.1 it shall consult with the CPA prior to making any such application;
- 14.4.2 it shall procure that the CPA shall be given a bona fide and reasonable opportunity to participate with either the State or any third party in the prospecting (as defined in the Minerals Act) and/or mining (as defined in the Minerals Act) of minerals in, on or under the land; and
- 14.4.3 notwithstanding the provisions of this clause 14.4, the CPA and/or the SANP may in its/their sole discretion oppose any such application by the State or any other interested third party, on any grounds it/they deem/s fit.

14.5 The parties record that the land was previously subject to the following claims:

- (a) claims licence number 21983 held by Giant Reefs Gold Mining Company Limited; and
- (b) claims licence number 36672/3 held by G S de Vries;
- but that these claims holders have undertaken to abandon their claims, and that the Department of Land Affairs has agreed in return to compensate them to the amount of R12 400 in total.

[Clause amended ito cl. 49.4 by para. 11.3 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

14.6 Notwithstanding the provisions of clause 14.4, the Minister of Minerals and Energy undertakes that in the event that the condition referred to in clause 14.2 is overturned, amended, removed or expropriated in such a manner as to allow prospecting or mining to take place on the land; that he shall not grant any person permission to prospect or authorisation to mine the land if:



- 14.6.1 an environmental impact assessment as may be required by law has not been conducted or the approval by the competent authority in terms of such law has not been obtained; or
- 14.6.2 in the opinion of the Minister of Minerals and Energy, after consultation with the Minister such activity is not in the greater interest of the land than as an area of conservation; or
- 14.6.3 the person to whom the permission or authorisation is to be granted does not undertake to compensate the CPA in respect of any loss of surface rights to the land as a result of mining and/or prospecting activities.

14.7 The parties agree that insofar as the provisions of this clause 14 constitute registerable conditions of title, that the terms and conditions of this clause 14 shall be registered as conditions of title in the Deed of Grant.

15. **BORDER LINE CONTROL**

15.1 Notwithstanding the provisions of clause 13, the parties agree that the SANDF is entitled to:

15.1.1 utilise the existing infrastructure of the land; or

15.1.2 construct new infrastructure on the land:

15.1.3 utilise the land in any other way;

to perform any duties prescribed by statute, including that of border line protection and control, in consultation with the JMB or, in the event that Chapter 2 is not in force at the time, with the CPA. The SANDF may utilise the land and infrastructure on the land for any other purpose only with the prior approval of the JMB or, in the event that Chapter 2 is not in force at the time, of the CPA.

[Clause amended to cl. 49.4 by para. 12 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

15.2 The Minister of Defence hereby undertakes that the SANDF shall rehabilitate the land where it withdraws from infrastructure utilised or erected in terms of clause 15.1, and such infrastructure is not required by the JMB or the CPA, as the case may be.

16. **ERECTION OF A VETERINARY FENCE**

The Minister of Agriculture hereby undertakes to:

16.1 erect a new veterinary fence along that portion of the western boundary of the land from the northern most point of the game fence of the Makuya Park, northwards to the new veterinary fence that shall run west to east within the Matshakatini Nature reserve;

16.2 maintain the veterinary fence erected in terms of clause 16.1, and the fence located on the western boundary of the Makuya Park (forming part of the additional land); and

16.3 remove any veterinary fence it has erected on the land, which fence is not required for veterinary purposes any more.

17. **OPEN ECOLOGICAL SYSTEM WITH NEIGHBOURING CONSERVATION AREAS**

An open ecological system shall be maintained between the Makuleke Region and the remaining portions of the Matshakatini Nature Reserve north of the veterinary fence to be erected in terms of clause 16.1 and the Makuya Park, allowing free movement of game between these properties, provided that the management practices in these adjoining properties are acceptable to the MEC, the SANP, the SANDF and the CPA and that other reasonable conditions are met by them. These parties agree to enter into discussions in this regard, as the need arises, but reserve the right to erect and maintain a fence on the boundaries between these properties if they believe that this is appropriate.



*[Clause amended to cl. 49.4 by para. 13 of the written agreement between all the parties,
signed in counterparts between 11 and 15 December 1998]*

18. MINISTER OF LAND AFFAIRS

The Minister of Land Affairs undertakes, in respect of the transfer of the land contemplated in clause 7, to direct in terms of Section 42(1) of the Restitution of Land Rights Act, 1994, that any transfer duty or other fee that would otherwise be payable by claimants be defrayed in full from money appropriated by Parliament for that purpose, or in consultation to the Minister of Finance that no transfer duty, stamp duty or other fees contemplated in Section 42(1) of that Act shall be paid in respect of the said transfer.

19. SECURITY OF TENURE

19.1 It is recorded that the Makuleke community, upon its removal from the land as set out in clause 3.1, was settled on and currently occupies a portion of the farm Ntlhaveni 2 MU ("Ntlhaveni"), as indicated on Schedule 5 hereto. The term "Makuleke community" in this clause 19 means the community as defined in clause 2, but excluding the members of the Mutale community admitted to the CPA in terms of its constitution.

*[Clause amended to cl. 49.4 by para. 14.1 of the written agreement between all the parties,
signed in counterparts between 11 and 15 December 1998]*

19.2 The State, represented by the Minister of Land Affairs, hereby waives any right that the State may have to have Ntlhaveni returned to the State.

19.3 The State undertakes not to deprive the Makuleke community or members of the Makuleke community of any formal or informal rights the Makuleke community or any members thereof may have acquired since their occupation of Ntlhaveni following their removal in 1969, unless such deprivation complies with section 25 of the Constitution of the Republic of South Africa, 1996.

*[Clause amended to cl. 49.4 by para. 14.2 of the written agreement between all the parties,
signed in counterparts between 11 and 15 December 1998]*

19.4 The State will, in accordance with the law applicable at the time, take any steps required so as to secure the tenure rights in Ntlhaveni used by the Makuleke community on an individual and communal basis within this area.

19.5 It is recorded that the Makuleke community is protected in its occupation and use of Ntlhaveni in terms of the Interim Protection of Informal Land Rights Act and the Extension of Security of Tenure Act.

20. RAMSAR STATUS

The parties undertake not to perform any act in any manner which is or may be in conflict with the State's obligations in terms of the "Convention on Wetlands of International Importance" : Ramsar.

21. FULL AND FINAL SETTLEMENT

21.1 Subject to this agreement coming into effect in terms of clause 4, the Community hereby confirms that this agreement is in full and final settlement of its claim in terms of the Restitution of Land Rights Act, 1994, referred to in clause 3.3.

*[Clause 21.1 amended to cl. 49.4 by para. 15 of the written agreement between all the parties,
signed in counterparts between 11 and 15 December 1998]*

21.2 As a gesture of good neighbourliness and goodwill the community hereby specifically waives its rights to that land marked as "Portion of Mutele Traditional Authority" on Schedule 1 hereto.



[Clause 21.2 inserted into cl. 49.4 by para. 15 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

22. LAND TO BCE TRANSFERRED IN TERMS OF ORDER OF COURT

The parties agree that an order of the Land Claims Court in terms of section 35 of the Restitution of Land Rights Act, 1994, be made generally to the following effect:

upon ratification of this agreement by the CPA (once registered) as is provided for in clause 4.1.3 and upon the exclusion of the KNP land from the Kruger National Park in terms of section 2(3) of the National Parks Act as contemplated in clause 7 the Minister of Land Affairs shall procure the transfer of the land to the CPA in terms of the Deed of Grant subject to the conditions set out in Schedule 3, which conditions shall be registered as conditions of title insofar as they constitute registrable conditions of title.

[Clause amended into cl. 49.4 by para. 16.1 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

CHAPTER 2- MAKULEKE REGION

23. THE MAKULEKE REGION

23.1 The Minister hereby undertakes that:

- 23.1.1 immediately upon the exclusion of the KNP land from the Kruger National Park, in terms of clause 5, that he shall by notice in the Government Gazette declare the land as forming part of the Kruger National Park, in terms of Section 2B(1)(b) of the National Parks Act subject to the terms and conditions of this agreement;
- 23.1.2 upon the termination of Chapter 2, or upon request by either party in terms of clauses 24, 27.7, or 37, that he shall, in terms of Section 2B(1)(b) of the National Parks Act, exclude the land from the Kruger National Park; and
- 23.1.3 insofar as reasonably possible, he will not legislate or regulate in such a manner as to impact materially on the rights of the CPA and the community in terms of Chapter 2, in a negative manner.

23.2 All the parties to this agreement being Ministers of Departments of the State and the MEC hereby confirm that the Minister has consulted with them with regard to the declaration of the land as part of the Kruger National Park in terms of this clause 23, and confirm that they concur with such declaration.

[Clause amended into cl. 49.4 by para. 17.1 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

23.3 The land shall, upon its declaration as part of the Kruger National Park in terms of clause 23.1, be known as the Makuleke Region.

[Clause amended into cl. 49.4 by para. 17.1 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

24. DURATION OF THE MAKULEKE REGION

24.1 Subject to the provisions of clause 24.3, the Makuleke Region shall endure for a period of 50 (fifty) years from the date of declaration thereof in terms of clause 23.1.1; provided that after a period of 20 (twenty) years either party may request the Minister to exclude the Makuleke Region from the Kruger National Park in terms of clause 23.1.2, on 5 (five) year's written notice to the other party and to the Minister.

24.2 The CPA and the SANP shall have the right within 2 (two) years prior to the expiry of the Makuleke Region as part of a national park in terms of clause 24.1 by agreement, to jointly request the Minister to extend the duration of the Makuleke Region for a further period of 50 (fifty) years, or such shorter period as agreed to between the parties.



24.3 For so long as the Makuleke Region remains in existence, it shall be subject to the provisions of the National Parks Act and the terms and conditions of this agreement. In the event that any one or more of the provisions of this Chapter is held to be invalid, unenforceable or illegal in terms of the National Parks Act, then this Chapter shall be construed as if such invalid, illegal or unenforceable provision is not a part of Chapter 2 and Chapter 2 shall be carried out as nearly as possible in accordance with the original terms and intent: Provided that to the extent that the CPA is so fundamentally deprived of its intended rights as envisaged in this Chapter that the CPA cannot reasonably be expected to continue with the provisions of this Chapter, the CPA shall be entitled to require the Minister to exclude the land from the Kruger National Park in terms of clause 23.1.2.

24.4 For the avoidance of doubt, the parties hereby record that ownership of the land shall at all times vest in the CPA, irrespective of the termination of Chapter 2 or the termination of this agreement.

25. **ESTABLISHMENT OF A JOINT MANAGEMENT BOARD**

25.1 The SANP and the CPA shall establish the JMB, which shall manage the Makuleke Region as set out in this Chapter.

25.2 The JMB shall at all times consist of 6 (six) members, appointed as follows:

25.2.1 at the signature date each of the CPA and the SANP will be entitled to appoint 3 (three) members to the JMB, to remove any such member and to replace any such member who has been removed or ceases for any other reason to be a member;

25.2.2 the parties record that the number of members appointed by each of the CPA and the SANP will in the future change, it being intended that the proportion of SANP members to CPA members may decrease over time as determined by the JMB.

25.3 Any person appointed a member shall:-

25.3.1 hold office until:-

25.3.1.1 he shall have been removed therefrom by the party appointing him; or

25.3.1.2 he shall have resigned therefrom by notice in writing to the JMB; or

25.3.1.3 he shall have served for a period of 3 (three) years from his appointment;

25.3.2 not be entitled to appoint an alternate member to himself. Only the party appointing a member shall be entitled to appoint an alternate member.

25.4 The first members of the JMB shall be:

25.4.1 As appointed by the CPA, after its formation and registration, in terms of Section 8 of the Communal Property Association Act, 1996, as amended, and in terms of the CPA's constitution; and

25.4.2 as appointed by the SANP:

25.4.2.1 Mr Madoda David Mabunda;

25.4.2.2 Mr Willem Petrus D Gertenbach; and

25.4.2.3 Ms Elizabeth Mhlongo.

25.5 The appointment to or removal from the office of member of any person or persons shall be made by notice in writing to the JMB and to the other party and shall take effect immediately upon receipt of such notice.

25.6 A chairman of the JMB shall be appointed from the members of the JMB and that the office of chairman shall be rotated between a member appointed by the CPA and SANP respectively on an annual basis. The first chairman of the JMB shall be nominated by the



CPA. Should the chairman not be present at any meeting of the JMB, the members of the JMB shall elect one of their number to act as the chairman for that meeting.

- 25.7 The chairman of the JMB, or of any meeting of the JMB, shall not be entitled to a second or casting vote in addition to his deliberative vote as a member of the SANP or the CPA.
- 25.8 JMB resolutions in order to be of force and effect must be approved by both the SANP and the CPA.
- 25.9 For either of the SANP or the CPA to approve a resolution for the purposes of clause 25.8, the majority of its members present must approve the resolution. Accordingly, the vote of each of the CPA and the SANP will be decided by the majority of its respective members attending the meeting. The CPA and the SANP can determine the majority decision of its members in camera. If either of the CPA or the SANP does not obtain a majority vote of its members present at the meeting or as provided for in terms of this clause 25, then that party shall have voted against the resolution for the purposes of clause 25.8.
- 25.10 A quorum at all meetings of the JMB shall consist of 4 (four) members (or their alternates) of whom 2 (two) shall be appointees of the CPA and 2 (two) of the SANP. If, within 30 (thirty) minutes after the time appointed for any meeting a quorum is not present, the meeting shall be dissolved and it shall stand adjourned to a date to be determined by the CPA and the SANP jointly (which date shall not be earlier than 5 (five) business days and not later than 15 (fifteen) business days after the date of such meeting) at the same time and place (or if such place be not available at such other place as the members may appoint). At such adjourned meeting a quorum of the JMB shall consist of 2 (two) members (or their alternatives) of whom 1 (one) shall be an appointee of the CPA and 1 (one) of the SANP. If at such adjourned meeting a quorum is not present, the meeting shall again be adjourned in terms of this clause 25.10 until such time as a quorum for an adjourned meeting is present.
- 25.11 A resolution signed in writing by all the members present in South Africa who are not less than a quorum for a meeting of the JMB shall be as valid as if it had been passed at a meeting of the JMB, duly held and constituted. Any such resolution may consist of several documents in like form, each signed by one or more of the signatories to the resolution. A resolution passed in terms of this clause 25.11 shall be entered in the JMB's minute book and be noted at the next succeeding meeting of the JMB. Any resolution referred to in this clause 25.11 shall be deemed to have been passed on the date it was signed by the member last signing it.
- 25.12 The members shall, unless otherwise agreed, meet at the JMB's premises:
- 25.12.1 subject to the provisions of clause 25.12.2 not less than 6 (six) times a year;
and
- 25.12.2 whenever so required by either party, on 10 (ten) business days notice in writing (exclusive of the day of receipt) to the other party.
- 25.13 Notwithstanding the provisions of this clause 25, the parties agree that the CPA's alternate members may attend all meetings of the JMB; provided that such alternate members shall not have a vote in respect of decisions of the CPA unless such persons are acting in their capacity as alternates to members of the CPA.
- 25.14 The JMB may authorise invited guests of the CPA and/or the SANP to attend meetings of the JMB; provided that such invited guests shall not be entitled to vote at any meeting of the JMB.
- 25.15 The secretary of the JMB shall forward a copy of the agenda and all supporting documents (including the minutes of the previous meeting) to each of the members at least 5 (five) business days prior to a meeting of the JMB.
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- 25.16 Meetings of the JMB and of all committees of the JMB may be held by means of such telephone, electronic or other communication facility as permits all persons participating in the meeting to communicate with each other simultaneously and instantaneously, provided that the meeting shall be properly minuted by the secretary of the JMB and forwarded to all members for formal adoption.
- 25.17 The secretary of the JMB shall cause a copy of the minutes of any proceedings of the JMB including those referred to in clause 25.16, to be disseminated to all members within 5 (five) business days of the meeting.
- 25.18 Each party shall bear its own costs in respect of the participation of their members on the JMB.

26. MANAGEMENT OF THE MAKULEKE REGION

- 26.1 The JMB will observe and give effect to:
- 26.1.1 this agreement and in particular Chapter 2 hereof;
 - 26.1.2 all relevant provisions and regulations of the National Parks Act insofar as it is enabled to do so;
 - 26.1.3 the Master Plan; and
 - 26.1.4 all resolutions and decisions passed by the JMB.
- 26.2 Subject to clauses 28 and 31, the JMB will be responsible for the day-to-day management and operations of the Makuleke Region.

27. FUNCTIONS AND POWERS OF THE JMB

- 27.1 The JMB shall do all things which are necessary to ensure that the terms of this agreement (and in particular Chapter 2), the Master Plan and the Deed of Grant are complied with.
- 27.2 The JMB may from time to time amend the provisions of the Master Plan to conform with the ongoing objectives of the CPA and the SANP in relation to the Makuleke Region.
- 27.3 Pursuant to the provisions of Section 12(2)(b) the National Parks Act, the SANP hereby irrevocably authorises the JMB in respect of all conservation management related activities undertaken within the Makuleke Region, and it is hereby recorded and agreed that subject to clause 27.5 the CPA retains full authority in respect of all commercial activities undertaken within the Makuleke Region to:
- 27.3.1 construct and erect such roads, bridges, buildings, fences, landing stages, swimming pools, and carry out such other works as may be necessary in respect of such activities;
 - 27.3.2 take such steps as will ensure the security of visitors, the animal and plant life in the Makuleke Region, and the preservation of the Makuleke Region and the animals and vegetation therein in a natural state;
 - 27.3.3 reserve areas as breeding places for animals or as nurseries for trees, shrubs, plants and flowers;
 - 27.3.4 provide accommodation for visitors to the Makuleke Region and facilities in connection therewith;
 - 27.3.5 provide meals and refreshments for visitors to the Makuleke Region;
 - 27.3.6 carry on any business or trade for the convenience of visitors to the Makuleke Region;
 - 27.3.7 supply any other service for the convenience of visitors to the Makuleke Region;
 - 27.3.8 establish, erect, equip and maintain any building, structure, depot or premises required in connection with any matter referred to in clauses 27.3.4, 27.3.5, 27.3.6 or 27.3.7, or let any site required for such a purpose;
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- 27.3.9 make such charges as it may determine in connection with any matter referred to in clauses 27.3.4, 27.3.5, 27.3.6 or 27.3.7, or which are to be paid in respect of permission under section 23 of the National Parks Act to enter or reside in a park;
- 27.3.10 authorise any person to carry on, subject to such conditions and the payment of such charges as it may think fit, any activity, other than the sale of liquor, which may in terms of clauses 27.3.5, 27.3.6 or 27.3.7 be carried on by the JMB;
- 27.4 For the purposes of Sections 2B(1)(b), 12(2)(b) and 21 of the National Parks Act, the parties, to the extent that they have the power to do so, hereby irrevocably authorise the JMB to determine in respect of conservation management matters, and subject to clause 27.5 hereby irrevocably authorises the CPA in respect of commercial activities to determine, which persons may:
- 27.4.1 enter or reside in the Makuleke Region without the permission of the JMB or any officer of employee authorised to grant such permission;
- 27.4.2 convey into the Makuleke Region or within the Makuleke Region be in possession of any weapon, explosive, trap or poison;
- 27.4.3 within the Makuleke Region hunt or otherwise wilfully kill or injure any animal;
- 27.4.4 within the Makuleke Region disturb any animal;
- 27.4.5 within the Makuleke Region take, damage or destroy any egg or nest of any bird, or take honey from a beehive;
- 27.4.6 wilfully cause a veld fire, or any damage to any object of geological, archaeological, historical, ethnological, educational or other scientific interest, within the Makuleke Region;
- 27.4.7 introduce any animal or permit any domestic animal to stray into or enter the Makuleke Region;
- 27.4.8 remove from the Makuleke Region any animal (other than an animal lawfully introduced into that park), whether alive or dead, or any part of an animal;
- 27.4.9 cut, damage, remove or destroy any tree or any part thereof, dry or firewood, grass or other plant in the Makuleke Region;
- 27.4.10 within the Makuleke Region remove seed from any tree or other plant without the permission of the JMB or any officer or employee authorised to grant such permission;
- 27.4.11 feed any animal in the Makuleke Region; or
- 27.4.12 drive a motor vehicle in the Makuleke Region without a valid driver's licence, or permit any other person to drive a motor vehicle in the Makuleke Region without a valid driver's licence.
- [Portion of clause before first colon amended ito cl. 49.4 by para. 18 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]*
- 27.5 Notwithstanding the provisions of clause 25.8 any proposal, directly related to the generation of income by means of commercial activities which the CPA may be considering in terms of clauses 27.3 and/or 27.4, shall be submitted to the SANP for joint discussion, prior to the CPA deciding thereon. Thereafter, the CPA shall be entitled to make its decision in respect of such proposal, subject to the terms of this agreement and in particular clause 31.2. The decision of the CPA shall then be tabled at the next meeting of the JMB and once so tabled, shall be deemed to be a decision of all the members of the JMB.
- 27.6 The parties record that the Makuleke Region is subject to all regulations passed in terms of Section 29 of the National Parks Act, applicable to the Kruger National Park, and agree that until and except insofar as the JMB proposes any amendment or addition to such regulations by passing resolutions in terms of clause 27.4 and such resolution is given effect to in terms of clause 27.7, that such regulations shall continue to apply in respect of the Makuleke Region.
- 27.7 Notwithstanding the provisions of clause 27.6, the parties and the Minister undertake to do all things necessary to give effect to any resolution of the JMB in terms of clause 27.4,
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including the passing of any regulation in terms of Section 29 of the National Parks Act to bring such resolution into effect. To the extent that the SANP or the Minister fail to approve any resolution of the JMB in respect of clause 27.4, the SANP and the Minister shall be deemed to be in breach of this agreement: Provided that such a breach shall only be deemed to have occurred if the failure to approve such a resolution of the JMB has the effect of fundamentally depriving the CPA of its intended rights as envisaged in this Chapter. In the event of a breach of this agreement as envisaged in this clause 27.7 the CPA shall be entitled to require the SANP and/or the Minister to remedy the breach upon 21 (twenty one) business days written notice to do so. If the SANP and/or the Minister fails to comply with such notice, the CPA shall be entitled to call upon the Minister to exclude the Makuleke Region, in terms of clause 23.1.2, on 2 (two) years notice to the SANP and the Minister.

28. DUTIES OF SANP

- 28.1 Without in any way detracting from the powers of the JMB, and the provisions of Section 12(1) of the National Parks Act, the SANP shall do all such things which are necessary for or incidental to or connected with the day-to-day conservation management of the business and affairs of the Makuleke Region. In particular and without limiting the generality of the foregoing the SANP shall, subject always to any specific or general instructions from the JMB and within those limits imposed in terms of Sections 12(2)(b) and Section 21 of the National Parks Act.
- 28.1.1 implement the policies and procedures laid down from time to time by the JMB;
 - 28.1.2 ensure that the provisions of the Deed of Grant and Master Plan are complied with insofar as they relate to the Makuleke Region;
 - 28.1.3 carry out and perform all such duties and exercise all such functions as may be permitted by law and as may be necessary or desirable for the proper conduct of the day-to-day business and affairs of the Makuleke Region; and
 - 28.1.4 generally provide or procure the provision to the Makuleke Region of such advice and services as may be reasonably necessary for the proper conduct and management of the day-to-day business and affairs of the Makuleke Region.
- 28.2 Subject to the provisions of Section 12(1) of the National Parks Act the JMB may terminate the services of the SANP in terms of this clause 28 upon reasonable written notice to the SANP. Notwithstanding the aforementioned, such termination shall not limit the SANP's power to ensure that the management, control and maintenance of the Makuleke Region in terms of Section 12(2)(b) and Section 21 comply with the National Parks Act.

29. EMPLOYMENT OF STAFF

- 29.1 The JMB will assess its staffing requirements from time to time, including the employment of a secretariat and subject to budgetary considerations shall enter into the requisite employment contracts.
- 29.2 The parties shall procure that the employment policy and conditions of service of the JMB shall be in accordance with the Master Plan.

30. TRANSFER OF SKILLS

- 30.1 The parties record that it is their intention that the CPA shall become involved in the day-to-day conservation management of the Makuleke Region, with the intention that the Makuleke Region shall in time be staffed predominantly or entirely by members of the community. Accordingly, the JMB shall take reasonable steps to facilitate the transfer of skills to members of the community.
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30.2 The JMB shall on an annual basis review the progress made in the preceding year in the transfer of skills to the CPA, and identify options and strategies for the forthcoming year to facilitate the transferring of skills to the CPA.

30.3 The CPA shall use its best endeavours to undertake suitable programmes within the community for the training of members of the community to be employed by the JMB. The JMB shall assess on an annual basis its needs and submit such assessments to the CPA. All costs incurred in this regard shall be borne by the CPA.

31. **CONSERVATION AND COMMERCE**

31.1 The Makuleke region is at all times to be utilised solely for the purposes of conservation, and associated commercial activities, in terms of the Deed of Grant.

31.2 Subject to clauses 31.3 and 31.4 the CPA shall have the right to conduct all commercial activities on the land, subject to the following:

- 31.2.1 ensuring as a member of the JMB that such development complies with the principles set out in the Master Plan;
- 31.2.2 developmental constraints and opportunities set out in the Master Plan are adhered to;
- 31.2.3 no activity contrary to the objectives of a contractual park in terms of the National Parks Act may be undertaken;
- 31.2.4 no formal human exclusion areas are created;
- 31.2.5 environmental constraints in respect of the land, in particular, but not limited to the following factors:
 - 31.2.5.1 seasonal heat;
 - 31.2.5.2 the semi-arid nature of the land and unreliable rainfall, which renders some plant communities fragile;
 - 31.2.5.3 shallow top-soil in areas;
 - 31.2.5.4 malaria endemic area, with some areas of specially high risk;
 - 31.2.5.5 the presence of anthrax and other animal diseases;
 - 31.2.5.6 distribution patterns of game;
 - 31.2.5.7 flood plains and seasonal flooding;
 - 31.2.5.8 the potential Ramsar status of certain areas;
 - 31.2.5.9 constraints on the land created by vegetation, including the many red data species on the land, which impact upon wildlife management and potential use of such plants for medicinal purposes; and
 - 31.2.5.10 topographical constraints;
- 31.2.6 in all regards the principles for wildlife management, as set out in the Master Plan are followed;
- 31.2.7 an environmental impact assessments as regulated by law is conducted with respect to any proposed development or change of use in the land and the approval of the competent authority as required by such law is obtained;
- 31.2.8 the parties take all steps necessary to harmonise development on both sides of the Levuvhu River, addressing the effect of any development and activities on one side of the river on the other side of the river; and
- 31.2.9 the tender process, as determined in terms of clause 32.

[Portion of clause before first colon amended ito cl. 49.4 by para. 19.1 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

31.3 Subject to clauses 31.2 and 27.5 and the Master Plan, all permissible commercial activity in the Makuleke Region will be undertaken solely by the CPA or developers, partners or authorised persons as contemplated in clause 31.4, subject to the SANP having the following rights:

- 31.3.1 ensuring as a member of the JMB that such development complies with the principles set out in the Master Plan;
 - 31.3.2 input into the environmental impact assessment process;
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- 31.3.3 informal input;
- 31.3.4 ensuring all tender requirements are ostensibly fair and followed by the CPA;
- 31.3.5 ensuring that all and such commercial activity in the Makuleke Region complies with the terms of this agreement, the Master Plan and the Deed of Grant; and may recommend amendments to such developments insofar as they do not comply with all or any requirements.

[Portion of clause before first colon amended to cl. 49.4 by para. 19.2 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

- 31.4 For the purposes of clause 31.3, and subject to the tender procedure, the CPA is entitled to enter into agreements with developers of their choice, and engage with partners of their choice to undertake any commercial activity on the land, either through agreement or by means of a trust or a company of which the CPA is a beneficial owner; provided that the CPA may, subject to the tender procedure, authorise persons other than such developers or partners to conduct any commercial activity on the land.

[Clause amended to cl. 49.4 by para. 19.3 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

32. **TENDER PROCEDURE**

- 32.1 The CPA, as part of its control of all commercial activities on the land, shall determine the tender procedure to be followed by developers or prospective partners wishing to tender for developments within the Makuleke Region.
- 32.2 In determining its tender procedures, the CPA undertakes to consult with the SANP and obtain input from the SANP with regard to the tender procedures.
- 32.3 Notwithstanding the aforementioned, the JMB (constituted by both the SANP and the CPA) shall be entitled to:
 - 32.3.1 study the draft tender requirements or criteria for any developers, as well as any draft agreements to be entered into between the JMB and any developers, to ensure that such documents comply with the terms and conditions of this agreement and the Master Plan; and may recommend changes to such draft tender requirements and/or agreements;
 - 32.3.2 monitor whether the tender procedures are fair and are followed. In this regard the JMB shall be given access to so much of the tender documents as is necessary for the JMB to make a determination; and
 - 32.3.3 monitor the developments within the Makuleke Region to ascertain whether such developments comply with this agreement and the Master Plan.

33. **UTILISATION RIGHTS**

In addition to the rights conferred in clause 31 the parties shall have the following rights in respect of the land:

- 33.1 The CPA and the community:
 - 33.1.1 access to the Makuleke Region as determined by the JMB from time to time;
 - 33.1.2 the right to establish a research facility;
 - 33.1.3 the right to establish a museum about the Makuleke people, and royal kraal, for future tourist, religious and cultural activities as determined by the JMB;
 - 33.1.4 the right to use the natural resources of the land (excluding minerals; but including sand, stone, rock, gravel, clay and soil for the purposes of building and other activities on the land, subject to the provisions of clause 11.1), as determined by the JMB in terms of the Master Plan from time to time and subject to clause 27.4.
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- 33.2 All research proposals in respect of research to be conducted in the Makuleke Region are to be submitted to the JMB for approval, which approval shall not be unreasonably withheld, but may be subject to such conditions as the JMB in its sole discretion deems fit.

34. **INCOME AND COSTS**

Income

- 34.1 All income received from permissible commercial activities undertaken in the Makuleke Region in terms of this agreement (excluding gate fees) shall accrue to the CPA, subject to clause 31.4. In the event of a dispute between the CPA and SANP as to what the CPA's income is or has been for any period, either of the parties may refer the matter to independent audit and the provisions of clauses 34.4.2, 34.4.3, 34.4.4 and 34.4.5 shall apply *mutatis mutandis*, subject to the proviso that all references to clause 34.4.1 shall be deemed to be references to this clause 34.1 and the independent auditor shall make a determination in terms of clause 34.4.4 as to the CPA's income for a specified period and not the operational management cost.

[Clause amended to cl. 49.4 by para. 20 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

- 34.2 All gate fees charged for entrance to the Kruger National Park, via the Makuleke Region ("the Pafuri gate"), shall accrue to the SANP : Provided that the terms of this clause 34.2 may be reconsidered by the JMB from time to time. Notwithstanding the provisions of clause 27.3.9 the SANP shall, for the duration that the gate fees accrue to the SANP, be entitled to determine the gate fees payable in respect of the Pafuri gate : Provided that such gate fees may not exceed the gate fees applicable to any other gate for entrance to the Kruger National Park.

Costs

- 34.3 The actual costs incurred in the operational management of the Makuleke Region, which costs shall specifically exclude any costs in relation to overheads of the head office of the SANP or any other indirect costs of the SANP, but shall include the direct costs incurred in:

- 34.3.1 conservation management within the Makuleke Region;
- 34.3.2 the establishment and/or maintenance of infrastructure utilised solely in relation to the operational management of the Makuleke Region;
- 34.3.3 rehabilitation of the land where the SANP withdraws from existing infrastructure, which infrastructure is not required by the JMB; and
- 34.3.4 the administration of the JMB; and

shall be determined by the JMB upon information supplied by the CPA and the SANP. This operational management cost shall be borne by the SANP for an initial period of 5 (five) years from the commencement of this agreement, unless the CPA elects in its discretion to contribute thereto during that initial period. Upon termination of the initial 5 (five) year period, the CPA shall be liable for 50% (fifty percent) of the operational management cost of the Makuleke Region : Provided that, the CPA's contribution to the total operational management cost of the Makuleke Region shall not exceed 50% (fifty percent) of its net profit, unless the CPA at its own election decides otherwise.

34.4

- 34.4.1 In the event that the JMB is, in terms of clause 25, unable to determine the operational management cost of the Makuleke Region in terms of clause 34.3, either party may refer the matter to deadlock resolution in terms of clause 38 : Provided that in the event that the matter is not resolved in terms of clause 38, the parties shall not be entitled to refer the matter to mediation, but either party may within 21 (twenty one) days of failing to resolve the dispute in terms of clause 38



declare a dispute in respect of the calculation of the operational management cost.

- 34.4.2 The parties undertake to refer the matter to an independent auditor agreed upon between the parties within 10 (ten) business days of a dispute being declared in terms of clause 34.4.1, and in the event of failure to agree upon an independent auditor within 5 (five) business days of the dispute being declared, the matter shall be referred to an independent auditor as determined by the President of the South African Institute of Chartered Accountants or its successor-in-title.
- 34.4.3 The independent auditor shall have the power to decide upon the procedure which he will follow in determining the dispute.
- 34.4.4 The independent auditor shall in making his determination as to the amount of the operational management cost act as an expert and not an arbitrator, and his decision shall be final and binding upon the parties.
- 34.4.5 The cost of the independent auditor shall be borne equally between the CPA and SANP, unless otherwise agreed in writing.

34.5 All costs relating to the establishment and maintenance of infrastructure providing solely for commercial activities of the CPA shall be borne by the CPA.

34.6 Subject to clauses 34.3 and 34.5, all costs relating to the establishment and/or maintenance of infrastructure utilised for both commercial activities and the operational management of the Makuleke Region shall be borne by the parties in such proportions as the JMB may determine, whose decision shall be final and binding upon the parties, subject to the proviso that in the event that the JMB is unable to determine the cost proportions that the provisions of clause 34.4 shall apply *mutatis mutandis*.

35. **INFRASTRUCTURE**

35.1 For so long as the SANP manages the Makuleke Region in terms of clause 28 it shall be entitled to use and enjoy the infrastructure situated on the land as may be necessary for the SANP to conduct its conservation management obligations in terms of clause 28, thereafter such use and enjoyment shall be subject to agreement between the parties.

35.2 Access by the JMB or the CPA to SANP infrastructure south of the Levuvhu river shall be subject to agreement between the parties.

36. **FREEDOM OF MOVEMENT**

36.1 The parties agree that, subject to zonation set out in the Master Plan, there shall be complete uninhibited freedom of movement of wildlife and tourists between the Makuleke Region and the remainder of the Kruger National Park. Notwithstanding the aforementioned, as access between the Makuleke Region and the remainder of the Kruger National Park shall be uninhibited:

36.1.1 the JMB will be consulted with regard to the entry requirements of the Kruger National Park at the Pafuri gate; and

36.1.2 the SANP shall, until agreed otherwise, control access to the Makuleke Region at the Pafuri gate.

36.2 All tourists entering the Makuleke Region shall be limited in their access to the Makuleke Region to roads and other areas designated for their use by the JMB and to the commercial activities developed by the CPA, or as determined by the JMB.

36.3 Mutual traversing rights between the Makuleke Region and the remainder of the Kruger National Park, shall be subject to agreement between the CPA and the SANP.

37. **BREACH OF CHAPTER 2**



Should either party ("the defaulting party") commit a breach of any of the provisions of Chapter 2 in such a manner as to cause such a fundamental breach of the relationship between these parties that it is not practically possible to remedy the breach, either at all or in a manner which could reasonably restore the relationship, the other party ("the aggrieved party") shall be entitled to refer the matter to mediation in terms of clause 43, and should the matter not be resolved through mediation to request the Minister to exclude the Makuleke Region in terms of clause 23.

38. **DEADLOCK**

- 38.1 In the event that the parties to the JMB are unable to reach consensus on any issue, which issue has been discussed at not less than two meetings of the JMB and has not been or is unlikely to be resolved by them, either party ("the initiating party") shall give written notice in writing of that matter ("the deadlock issue") to the other party. The notice shall fully describe the deadlock issue and the resolution which the initiating party requires.
- 38.2 Within 15 (fifteen) business days of the notice referred to in clause 38.1 being delivered, the chief executive officers of each of the CPA and SANP shall meet at a mutually convenient date, time and place to discuss the deadlock issue ("the discussion meeting").
- 38.3 In the event that the deadlock issue is resolved at the discussion meeting, the fact and detail shall be recorded in writing and a resolution shall be passed accepting such resolution at the immediately succeeding JMB meeting and no further procedure in terms of this clause 38 shall take place.
- 38.4 In the event that no discussion meeting is arranged within this period, or that the discussion meeting is not attended by both the chief executive officers of the CPA and the SANP, or that the discussion issue is not adequately resolved at the discussion meeting, either party shall be entitled to refer the matter to mediation in terms of clause 43.
- 38.5 The description "the deadlock issue" shall not prevent more than one issue being dealt with in terms of this clause 38 at the same time.
- 38.6 Nothing contained in this clause 38 shall be construed to mean that the parties to the JMB may refer an issue outside of the ambit of the JMB's powers in terms of this agreement to deadlock in terms of this clause 38.

39. **RESIDUAL POWERS OF THE SANP**

- 39.1 The parties agree that for the duration of this Chapter, and for so long as the land forms part of a national park in terms of Section 2B(1)(b) of the National Parks Act, that the SANP has a residual obligation to ensure that conservation management of the land takes place in terms of the provisions of the National Parks Act.
- 39.2 Accordingly, should the JMB fail to fulfil its obligations in respect of the conservation management of the land in terms of this agreement then the SANP shall be entitled to give written notice that such failure has occurred, and in such notice shall set out fully its reasons therefor.
- 39.3 Upon receipt of written notice in terms of clause 39.2, the CPA may within 21 (twenty one) business days:
- 39.3.1 give the SANP written notice of its denial of the SANP's allegation, setting out its reasons for such denial in full; or
 - 39.3.2 admit or concur with the SANP's allegation.
- 39.4 In the event that the CPA admits or concurs with the SANP's allegation, or fails to respond to the SANP's written notice in terms of clause 39.2, the SANP shall be deemed to be
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authorised to exercise its residual power in respect of the conservation management of the land.

- 39.5 In the event that the CPA denies the SANP's allegation and/or claims, the parties agree to refer the issue to deadlock in terms of clause 38, and failing resolution thereof either party may refer the issue to mediation in terms of clause 43.
- 39.6 Notwithstanding any exercise of the SANP's residual powers in terms of this clause 39, the parties agree that in respect of any powers of the JMB unrelated to conservation management, that the JMB's powers in respect thereof shall remain unhindered.
- 39.7 After the SANP exercises its residual powers in terms of this clause 39, the CPA may, if it is of the opinion that the JMB shall be able to recommence its obligations in respect of the conservation management of the land, give notice of its opinion to the SANP, setting out fully the reasons for its opinion, and requesting the restoration of the SANP's residual powers in respect of the conservation management of the land to the JMB.
- 39.8 If within 21 (twenty one) business days of the CPA's notice the SANP fails to deny or refute the CPA's opinion in writing, together with its reason therefore, the powers of the JMB in respect of the conservation management of the land taken over by the SANP in terms of this clause 39 shall be restored to the JMB.
- 39.9 In the event that the SANP denies or refutes the CPA's opinion, the provisions of clause 39.5 shall apply *mutatis mutandis*.

40. **TERMINATION OF CHAPTER 2**

In the event of the exclusion of the Makuleke Region from the Kruger National Park as a contractual park, for any reason whatsoever, the provisions of this Chapter shall cease to be of any further force or effect. Notwithstanding the aforementioned, the SANP may continue to serve in an advisory capacity to the CPA regarding the future use of the land.

CHAPTER 3 - GENERAL

41. **ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

- 41.1 In terms of Section 238 of the Constitution of the Republic of South Africa, 1996, any executive organ of State, being a party to this agreement may assign any of its rights or obligations under this agreement to any other executive organ of State; provided that:
- 41.1.1 the right ceded or obligation delegated constitutes a power or function that is to be performed in terms of legislation by the organ of State being a party to this agreement; and
- 41.1.2 such assignment is consistent with the legislation in terms of which the power is exercised or the function performed.
- [Portion of clause before colon amended ito cl. 49.4 by para. 21 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]*
- 41.2 The CPA shall, subject to the provisions of clauses 11, 12 and 14, be entitled to exercise full rights of ownership over the land, and accordingly may sell, alienate or otherwise dispose of, or hypothecate or otherwise encumber the land; provided that:
- 41.2.1 in the event that the CPA wishes to sell, alienate or otherwise dispose of or transfer the land it shall first offer the land to the SANP in terms of the Deed of Grant and clause 12 of this agreement;
- 41.2.2 in the event that the CPA wishes to mortgage or otherwise encumber the land it shall:
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- 41.2.2.1 notify the SANP in writing of its intentions prior to entering into such arrangement of pledge, mortgage or encumbrance;
- 41.2.2.2 give the SANP a reasonable opportunity to discuss such intended encumbrance with the CPA; and
- 41.2.2.3 advise any third party taking mortgage of the land, or otherwise encumber the land, of the terms and conditions of this agreement and the Deed of Grant; and obtain such third party's written undertaking to:
 - 41.2.2.3.1 abide by the terms and conditions of this agreement, in toto, in the event that such third party acquires a real right over the land; and
 - 41.2.2.3.2 provide the SANP with a right of first refusal to purchase the land in the event that such third party wishes to sell, alienate or otherwise dispose of or transfer the land, on the same terms and conditions as set out in clause 12 hereof.

41.3 Save as provided for in this agreement, and in particular this clause 41, and save as may otherwise be agreed in writing by or on behalf of the affected parties to this agreement, no party shall be entitled to cede, assign or otherwise make over, transfer or alienate any of its rights or obligations in terms of this agreement to any third party whatsoever.

42. **BREACH**

Should any party ("the defaulting party") commit a breach of any of the provisions of this agreement, excluding Chapter 2 hereof, then the other party ("the aggrieved party") shall be entitled to require the defaulting party to remedy the breach upon 21 (twenty one) business days' written notice to do so. If the defaulting party fails to comply with such notice, the aggrieved party shall be entitled to claim immediate performance by the defaulting party of all of the defaulting party's obligations, without prejudice to the aggrieved party's right to claim damages.

43. **MEDIATION**

43.1 In the event of:

- 43.1.1 a dispute between SANP and the CPA, which the SANP and the CPA fail to resolve in terms of clauses 37 or 38; or
- 43.1.2 any other dispute between any of the other parties to this agreement; any party to the dispute may refer the matter to mediation.

43.2 If the parties to the dispute are unable to agree upon a suitable mediator to mediate the dispute within 10 (ten) business days after mediation has been requested, the mediator shall be nominated by the National Director of the Independent Mediation Service of South Africa ("IMSSA").

43.3 The dispute shall be mediated in accordance with the mediation procedures of IMSSA and the costs of the mediation shall be borne equally by the parties to the dispute, unless otherwise agreed.

43.4 In the event of the parties being unable to resolve the dispute through mediation, the mediator shall issue a letter to the parties to the dispute by hand, by post or by fax to the address or facsimile number nominated by such parties in clause 47, and in this letter shall record:

- 43.4.1 that mediation has failed; and
- 43.4.2 the issue in dispute as agreed between the parties to the dispute, and should the parties to the dispute fail to agree such issue, then the mediator shall record whether the issue in dispute is, in his opinion, primarily an accounting matter, or a legal matter or any other matter and the parties shall be bound by this opinion.

44. **ARBITRATION**



- 44.1 In the event of parties to a dispute being unable to resolve a dispute by means of mediation, such dispute shall be submitted and decided by arbitration.
- 44.2 Such arbitration shall be held subject to the provisions of this clause:-
- 44.2.1 at Johannesburg;
 - 44.2.2 informally;
 - 44.2.3 as expeditiously as possible;
 - 44.2.4 otherwise in accordance with the provisions of the Arbitration Act no. 42 of 1965, as amended;
- it being the intention that if possible it shall be held and concluded within 21 (twenty-one) business days after it has been demanded.
- 44.3 The parties to the dispute shall agree on the question that the arbitrator will be asked to decide during the arbitration ("the terms of reference") within 5 (five) business days after the arbitration has been demanded, or such longer period as such parties may agree in writing.
- 44.4 The arbitrator shall be an independent person agreed upon between the parties.
- 44.5 If the parties to the dispute cannot agree upon a particular arbitrator in terms of clause 44.4 within 5 (five) business days after the arbitration is demanded, and the issue in dispute (as determined in terms of clause 43.4.2) is:
- 44.5.1 primarily an accounting or legal matter, any party to the dispute may approach the President of the Law Society of the Transvaal (or its successor-in-title) ("the President") to nominate the arbitrator. The President shall, after consultation with the parties to the dispute, and within 5 (five) business days after the matter is referred to him, or as soon as possible thereafter, nominate an experienced arbitrator which, where the issue in dispute is:
 - 44.5.1.1 primarily an accounting matter, shall be an independent chartered accountant of not less than 10 (ten) years standing; or
 - 44.5.1.2 primarily a legal matter, shall be a practising advocate or attorney with no less than 10 (ten) years standing;
 - 44.5.2 any other matter, any party to the dispute may approach the National Director ("the Director") of IMSSA (or its successor-in-title) to nominate the arbitrator. The Director shall, after consultation with the parties to the dispute, and within 5 (five) business days after the matter is referred to him, or as soon as possible thereafter, nominate an experienced arbitrator who shall be an independent person with the necessary skills and experience, and who need not be a practising advocate or attorney.
- 44.6 The costs of the arbitration shall be borne equally between the parties to the dispute, unless otherwise agreed.
- 44.7 The arbitrator shall have the power, in addition to the powers conferred on him by the Arbitration Act, 42 of 1965, to:
- 44.7.1 decide what the terms of reference are, if the parties to the dispute have not reached agreement in this regard in terms of clause 44.3;
 - 44.7.2 decide upon the procedure which he will follow at the hearing of this matter;
 - 44.7.3 join any other person on such conditions as he deems fit, provided that such person agrees in writing to be joined and to be bound by the provisions of this clause 44;
 - 44.7.4 make an order consolidating the disputes pending in separate proceedings where he deems such consolidation to be expedient and just;
 - 44.7.5 admit any evidence which he considers cogent and relevant to the matter being heard by him, whether or not such evidence would be admissible in a court of law;
 - 44.7.6 subject to any legal objection, examine any witnesses called by the parties to the dispute, on any matter relevant to the dispute;
-



- 44.7.7 make such enquiries as he considers necessary or expedient provided that he shall inform the parties to the dispute of all matters ascertained as the result of such enquiries, and in any other manner necessary act in an inquisitorial fashion;
 - 44.7.8 rely on his own expert knowledge or experience in any relevant field;
 - 44.7.9 propose to the parties to the dispute compromise settlements or agreements in disposal of the whole or portion of the issues at stake and give effect in his award to any settlements or agreements reached between the parties to the dispute;
 - 44.7.10 notwithstanding the provisions of clause 44.6, on application by any one of the parties to the dispute, make an award as to costs which he deems appropriate in the event of non-appearance or late-appearance of a party at the arbitration proceedings, or in the event of the cancellation, postponement or adjournment thereof,
provided that the rules of natural justice shall at all times be observed.
- 44.8 The arbitrator in making any decision in respect of a dispute shall have regard for the provisions of this agreement and in particular the provisions of clause 3 hereof.
- 44.9 Should any party to a dispute require a formal record of oral evidence at the arbitration, it may make application to the arbitrator who may direct the manner and extent to which the proceedings shall be recorded. In the absence thereof, the arbitration shall not be recorded in any formal manner, and the notes which the arbitrator or the parties to the dispute take during the proceedings shall not constitute a formal recording of the proceedings.
- 44.10 The arbitrator shall deliver his award within 21 (twenty one) business days after the conclusion of the hearing, or the submission of the last document to the arbitrator in the event that there is no hearing.
- 44.11 The parties to the dispute agree that the award shall be delivered to them by the arbitrator by post or fax to any of the addresses or facsimile number nominated by the parties in clause 47.
- 44.12 The parties to the dispute irrevocably agree that the decision in these arbitration proceedings:-
- 44.12.1 shall be binding on them;
 - 44.12.2 shall be carried into effect;
 - 44.12.3 may be made an order of any Court of competent jurisdiction.
- 44.13 Notwithstanding the provisions of this clause 44, should an arbitration award:
- 44.13.1 relate to the question of whether or not a decision of the SANP falls within the ambit of Section 12(1) of the National Parks Act, the SANP shall be entitled to approach a court of competent jurisdiction for a declarator order on the matter, if it is of the opinion that adhering to the arbitrator's award would unlawfully interfere with its statutory obligations; or
 - 44.13.2 relate to the statutory obligations of any party to this agreement, such party shall be entitled to approach a court of competent jurisdiction for a declarator order on the matter, if it is of the opinion that adhering to the arbitrator's award would unlawfully interfere with its statutory obligations.

45. **INTERDICTIONARY RELIEF**

Notwithstanding anything to the contrary contained in this agreement, no provision of this agreement shall be construed as prohibiting the rights of any party to approach a court of competent jurisdiction for the purposes of any interdictory or interim relief: Provided that such relief may only be sought on an urgent basis : Provided that the requirements for urgency are met.



46. **DEED OF GRANT**

- 46.1 The provisions of this agreement, read as a whole, shall be read as giving content to the conditions of title contained in the Deed of Grant; and for the purposes of interpreting such conditions of title, the provisions of this agreement shall be considered and given effect to.
- 46.2 Without detracting from the generality of clause 46.1, the parties agree to abide the provisions of this agreement in relation to any dispute pertaining to the conditions of title contained in the Deed of Grant.

47. **ADDRESSES**

- 47.1 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.

47.1.1 **CPA**

Physical Address: Makuleke Tribal Authority Office, Ntlhaveni, Saselamani, 0928
Postal Address: P O Box 415, Saselamani, 0928
Telefax : (015) 851-1026

47.1.2 **SANP:**

Physical Address: 643 Leyds Street Muckleneuk, 0002
Postal Address: P O Box 787, Pretoria, 0001
Telefax : (012) 343-0155

47.1.3 **MINISTER OF ENVIRONMENTAL AFFAIRS AND TOURISM:**

Physical Address: Fedsure Building, 315 Pretorius Street, Pretoria, 0002
Postal Address: Private Bag X447, Pretoria, 0001
Telefax: (012) 322-6287

47.1.4 **MINISTER OF PUBLIC WORKS:**

Physical Address: Room 632, Central Government Offices, Cor. Vermeulen and Bosman Streets, Pretoria, 0001
Postal Address: Private Bag X890, Pretoria, 0001
Telefax: (012) 328-3776

47.1.5 **MINISTER OF LAND AFFAIRS:**

Physical Address: 184 Jacob Mare, Pretoria, 0002
Postal Address: Private Bag X844, Pretoria, 0001
Telefax: (021) 45-6550

47.1.6 **MINISTER OF MINERALS AND ENERGY:**

Physical Address: 234 Visagie Street, Sinodale Centre, Pretoria, 0001
Postal Address: Private Bag X59, Pretoria, 0001
Telefax: (012) 322-8695

47.1.7 **MINISTER OF AGRICULTURE:**

Physical Address: 184 Jacob Mare, Pretoria, 0002
Postal Address: Private Bag X844, Pretoria, 0001
Telefax: (021) 45-6550

47.1.8 **MINISTER OF DEFENCE:**

Physical Address: Nossob Street, Erasmusrand, 0181
Postal Address: Private Bag X414, Pretoria, 0001
Telefax: (012) 347-0118



47.1.9 MEMBER OF THE EXECUTIVE COUNCIL FOR AGRICULTURE, LAND AND ENVIRONMENT, NORTHERN PROVINCE:

Physical Address: 69 Biccard Street, Pietersburg, 0699

Postal Address: Private Bag X9487, Pietersburg, 0700

Telefax: (015) 295-7046

47.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax.

47.3 Any party may by written notice to the other party change its chosen address to another physical and/or postal address and/or telefax number, provided that the change shall become effective on the 10th (tenth) business day after the receipt of the notice by the addressee, or such later date as may be set out in such notice.

47.4 Any notice to a party contained in a correctly addressed envelope; and

47.4.1 sent by prepaid registered post to it at its chosen address; or

47.4.2 delivered by hand to a responsible person during ordinary business hours at its chosen address;

shall be deemed to have been received in the case of clause 47.4.1, on the seventh business day after posting (unless the contrary is proved) and, in the case of clause 47.4.2 on the day of delivery.

47.5 Any notice by telefax to a party at its telefax number shall be deemed, unless the contrary is proved, to have been received within 2 (two) hours of transmission where it is transmitted during normal business hours or within 12 (twelve) hours of the first business day after it is transmitted where it is transmitted outside those business hours.

48. MUTUAL SUPPORT

48.1 The parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this agreement.

48.2 Until such time as this agreement comes into full force and effect in terms of clause 4, the parties undertake to do all such things to perform all such acts and to take all such steps, *mutatis mutandis*, upon the terms and conditions of this agreement.

49. GENERAL

49.1 This document contains the entire agreement between the parties in regard to the subject matter thereof.

49.2 No party shall have any claim or right of action arising from any undertaking representation or warranty not included in this document.

49.3 No failure by a party to enforce any provision of this agreement shall constitute a waiver of such provision or affect in any way a party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.

49.4 No agreement to vary, add to or cancel this agreement shall be of any force and effect unless reduced to writing and signed by or on behalf of the affected parties to this



agreement, and then such variation, addition or cancellation shall be effective only in such specific instance and for the purpose and to the extent of which it is made or given.

49.5 As and when the parties initial any schedule or annexure and append it to this agreement, such schedule or annexure shall then be deemed to be incorporated into this agreement.

[Clause 49.5 inserted into cl. 49.4 by para. 22 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

50. **COSTS**

All costs incurred in the drafting of this agreement shall be borne by the SANP. The Department of Land Affairs has agreed, in this particular case, to reimburse them with half of these costs subject to Treasury approval.

51. **GOVERNING LAW**

The entire provisions of this agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Furthermore the parties hereto hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the Witwatersrand Local Division of the High Court of South Africa in regard to all matters arising from this agreement.

52. **AUTHORITY**

In terms of the Restitution of Land Rights Act, 1994 the Minister of Land Affairs is empowered to bind the State to give effect to the terms and conditions of this agreement. The State is accordingly bound by the Minister of Land Affairs upon the terms and conditions of this agreement. Any of the Ministers or MEC referred to in clause 1, or his delegate, who sign this agreement hereby acknowledges that by signing this agreement:

52.1 such Minister or MEC is aware of and agrees to the terms of this agreement; and

52.2 it is aware of and acknowledges that the State (including such Minister, or MEC) is so bound and to give effect to the State's obligations concluded in terms of this agreement by the Minister of Land Affairs which require under any Statute, Regulation or law that such Minister or MEC undertakes any particular act or function.

THUS DONE AND SIGNED AT Ntlhaveni on this the 30th day of May 1998.

For and on behalf of

THE COMMUNITY

Signed

Name: **PHAHLELA JUTAS MAGAKULA**

Capacity: *Makuleke Community's Land Claims Committee Representative*

Who warrants his authority hereto

[Name of party amended into cl. 49.4 by para. 23 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

THUS DONE AND SIGNED AT Ntlhaveni on this the 30th day of May 1998.

For and on behalf of

SOUTH AFRICAN NATIONAL PARKS

Signed

Name: *Mavuso Msimang*

Capacity: *Chief Executive Officer*

Who warrants his authority hereto



THUS DONE AND SIGNED AT Ntlhaveni on this the 30th day of May 1998.

For and on behalf of

MINISTER OF ENVIRONMENTAL AFFAIRS AND TOURISM

Signed

Name: S A Gerber

Capacity: *Acting Director General*

Who warrants his authority hereto

THUS DONE AND SIGNED AT Ntlhaveni on this the 30th day of May 1998.

For and on behalf of

MINISTER OF PUBLIC WORKS

Signed

Name: Eileen E N Nkosi Shandu

Capacity: Deputy Minister of Public Works

Who warrants his authority hereto

THUS DONE AND SIGNED AT Ntlhaveni on this the 30th day of May 1998.

For and on behalf of

MINISTER OF LAND AFFAIRS

Signed

Name: Derek Hanekom

Capacity: Minister

Who warrants his authority hereto

THUS DONE AND SIGNED AT Ntlhaveni on this the 30th day of May 1998.

For and on behalf of

MINISTER OF MINERALS AND ENERGY Signed

Name: Susan Shabangu

Capacity: Deputy Minister

Who warrants his authority hereto

THUS DONE AND SIGNED AT Ntlhaveni on this the 30th day of May 1998.

For and on behalf of

MINISTER OF AGRICULTURE

Signed

Name: Derek Hanekom

Capacity: Minister

Who warrants his authority hereto

THUS DONE AND SIGNED AT Ntlhaveni on this the 30th day of May 1998.

For and on behalf of

MINISTER OF DEFENCE

Signed

Name: P D Steyn

Capacity: Secretary of Defence

Who warrants his authority hereto



THUS DONE AND SIGNED AT Ntlhaveni on this the 30th day of May 1998.

For and on behalf of

MEMBER OF THE EXECUTIVE COUNCIL FOR AGRICULTURE, LAND AND ENVIRONMENT, NORTHERN PROVINCE

Signed

Name: Tshenuwani Simon Farisani

Capacity: MEC: Agriculture, Land & Environment

Who warrants his authority hereto



CONDITIONS OF TITLE FOR TRANSFER OF STATE LAND TO MAKULEKE COMMUNAL PROPERTY ASSOCIATION

[Schedule 3 amended to cl. 49.4 by para. 25 of the written agreement between all the parties, signed in counterparts between 11 and 15 December 1998]

- 1 Subject to the reservation of mineral rights in favour of the Republic of South Africa on the following terms and conditions:
 - 1.1 no mining and/or prospecting activities (as defined in the Minerals Act 50 of 1991) may take place in, on or under the land, save as provided in this schedule. Notwithstanding the aforementioned, but subject to the provisions of the Minerals Act, 1991, the excavation of sand, stone, rock, gravel, clay and soil by:
 - 1.1.1 the CPA for the purposes of building and other commercial activities;
 - 1.1.2 the JMB for the purposes of fulfilling its conservation management obligations in terms of the agreement; or
 - 1.1.3 the SANP for the purposes of fulfilling its obligations in terms of the agreement or the National Parks Act,shall not be prohibited : Provided that:
 - a). prior to any such activities being undertaken, an environmental impact assessment as may be required by law must be conducted and the undertaking of such activities must be approved by the competent authority in terms of such law; and
 - b). such activities are not in contravention of the Master Plan at the time that such activities are to be undertaken.
 - 1.2 In the event that the Republic of South Africa should wish to divest itself of the mineral rights in the land:
 - 1.2.1 the Republic of South Africa must first offer the mineral rights in the land to the CPA at a fair and reasonable price;
 - 1.2.2 the CPA shall be afforded a period of 90 (ninety) business days to consider the Republic of South Africa's offer and give its written acceptance of such offer;
 - 1.2.3 should the CPA not accept the Republic of South Africa's offer within 90 (ninety) business days, the Republic of South Africa may offer the mineral rights in the land to a bona fide third party at a price that is not less, and on conditions which are not more favourable to such third party than those at which the CPA was entitled to purchase the mineral rights: Provided that, as a condition to such sale the third party undertakes to compensate the CPA in respect of any loss of surface rights as a result of any mining or prospecting activities.
 - 1.3 In the event that the Republic of South Africa applies to a court of competent jurisdiction or other competent authority to amend, overturn, remove or expropriate the condition referred to in Condition 1.1, the Republic of South Africa agrees that:
 - 1.3.1 it shall consult with the CPA prior to making any such application;
 - 1.3.2 it shall procure that the CPA shall be given a bona fide and reasonable opportunity to participate with either the Republic of South Africa or any third party in the prospecting (as defined in the Minerals Act 50 of 1991) and/or mining (as defined in the Minerals Act 50 of 1991) of minerals in, on or under the land; and
 - 1.3.3 notwithstanding the provisions of this clause 1.3, the CPA and/or the SANP may in its/their sole discretion oppose any such application by the Republic of South Africa or any other interested third party, on any grounds it/they deem/s fit.
 - 1.4 Notwithstanding the provisions of clause 1.3, the Minister of Minerals and Energy undertakes that in the event that the condition referred to in clause 1.1 is overturned, amended, removed or expropriated in such a manner as to allow prospecting or mining to take place on the land, that he shall not grant any person permission to prospect or authorisation to mine the land if:
-



- 1.4.1 an environmental impact assessment as may be required by law has not been conducted or the approval by the competent authority in terms of such law has not been obtained; or
 - 1.4.2 in the opinion of the Minister of Minerals and Energy, after consultation with the Minister of Environmental Affairs and Tourism such activity is not in the greater interest of the land than as an area of conservation; or
 - 1.4.3 the person to whom the permission or authorisation is to be granted does not undertake to compensate the CPA in respect of any loss of surface rights to the land as a result of mining and/or prospecting activities.
- 2 Subject further to the following conditions:
- 2.1 no part of the land may be used for residential purposes insofar as such purposes would conflict with the land being maintained and utilised as an area of conservation and associated commercial activities;
 - 2.2 no part of the land may be used for agricultural purposes;
 - 2.3 the land is to be utilised and maintained solely for the purpose of conservation and associated commercial activities;
 - 2.4 no development of whatsoever nature may be made on the land prior to an environmental impact assessment as may be required by law being undertaken and the approval of the competent authority in terms of such law being obtained in respect of such development.
 - 2.5 the CPA may not sell or otherwise dispose of, alienate or transfer any of the land to any person, other than a person or body controlled by or beneficially owned by the CPA, without first offering the land to the SANP. Should the SANP not accept the CPA's offer within 45 (forty five) business days the CPA may, during a period of 180 (one hundred and eighty) business days after expiry of the 45 business day period, sell and transfer the land to a bona fide third party at no less than the price at and on conditions which are not more favourable to the purchaser than those at which the SANP was entitled to purchase the land.

3 DEFINITIONS

For the purposes of Conditions 1 and 2 above the following terms and expressions shall have the following meanings:

- "the agreement" the Settlement Agreement entered into between the CPA, SANP, the Minister of Environmental Affairs and Tourism, the Minister of Public Works, the Minister of Land Affairs, the Minister of Minerals and Energy, the Minister of Agriculture, the Minister of Defence and the Member of the Executive Council for Agriculture, Land and Environment, Northern Province on 30 May 1998 (as subsequently amended or may be amended by agreement between the affected parties), in respect of a land claim submitted to the Commissioner on Restitution of Land Rights, in terms of the Restitution of Land Rights Act, 1994 as amended;
- "associated commercial activities" subject to the provisions of the agreement, all activities, which are capable of being conducted on the land and are of an income producing or commercial nature; and which shall include but not necessarily be limited to eco-tourism; provided that such activities:
1. do not cause the material permanent or semi-permanent destruction of renewable or non-renewable resources within the Makuleke Region other than as permitted in terms of the agreement; and
 2. have been approved by the competent authority after an environmental impact assessment as may be required by law, where such



approval is required in terms of clause 11.1.5 of the agreement; and

3. do not contravene the Deed of Grant; and
4. do not contravene the provisions of the agreement, and in particular clause 31 thereof; and
5. do not impact upon the conservation status of the land, except insofar as such activities may be regarded as sustainable use of the land without permanent or semi-permanent degradation of the land; and
6. do not contravene the Master Plan as defined within the agreement; and
7. are to be associated with the conservation of the land;

"business day"	every day of the week excluding Saturdays, Sundays and official public holidays of the Republic of South Africa;
"conservation"	the conservation and study of wild animals, flora and fauna and objects of geological, archaeological, historical, ethnological and other interests in such a manner as the land shall be retained in its natural state, as far as may be practical and for the benefit of enjoyment of the community and visitors;
"CPA"	the Makuleke Communal Property Association (Registration Number), registered in terms of Section 8 of the Communal Property Association Act, 1996 as amended, or its successor-in-title;
"JMB"	the Joint Management Board established in terms of clause 25 of the agreement;
"the Master Plan"	the Master Plan as determined in terms of the agreement;



ANNEXURE B: ZONATION CATEGORISATION

Below the objectives, characteristics, visitor activities and experiences, limits of acceptable change, facilities and guidelines on management infrastructure and utilisation is unpacked for each zone for MCNP as per the KNP Management Plan, 2018.

WILDERNESS ZONE

Objectives

The objective of this conservation orientated zone is to protect areas of the MCNP that are un-impacted by human developments to provide an experience aimed at intangible attributes such as solitude, remoteness, wildness and serenity (wilderness qualities). As such, they are areas where the sights and sounds of human activities are infrequent or that have high scenic or natural qualities allowing for an experience of isolation. The main accent of management is biodiversity conservation and the conservation of the wildness for the appreciation by future generations. The park also has extensive scope to provide a true wilderness experience as defined in the NEM: PAA.

To allow for management actions, to secure biodiversity assets and to make these wilderness areas more accessible to suitable tourism products, the existing roads bisecting the large Wilderness blocks will be maintained. The resulting Wilderness clusters will be governed by cluster guidelines as defined in the CDF of the Kruger National Park Management Plan (2018).

Characteristics

This is a zone retaining an intrinsically wild appearance and character, or capable of being restored to such a state, and which is essentially undeveloped and roadless. The primary characteristic of this zone is the experience of wilderness qualities with the emphasis on solitude and remoteness. Access is controlled in terms of number, frequency and size of groups and allows for guided non-motorised access and basic pack-in pack-out activities. If present at all, sight and sound of human habitation and activities are barely discernible and at a far distance. This zone further serves to protect sensitive environments and / or endangered biota from disturbance.

Visitor activities and experience

Activities: Access is through guided non-mechanised means and is controlled in terms of number, frequency and size of groups. Activities include non-mechanised activities such as hiking or birding. Visitors need to be self-reliant as no infrastructure, either temporary or permanent, is allowed in the zone, as the nature of the experience is heavily dependent on the quality of the Wilderness zone. The duration of any overnight accommodation is strictly limited, based on the “pack-in pack-out” basis, with no permanent alterations to the site (such as bush clearing).

Interaction with other users: There should be zero interaction between different groups, including any sound or sight. The number of groups within the area will be determined by the ability to ensure that there is no interaction between groups.

Limits of acceptable change

Biophysical environment: Deviation from a natural / pristine state should be avoided and where unavoidable limited to essential operational infrastructure in existing impact footprints. Existing impacts and infrastructure should be reduced through rehabilitation projects. Specifications of existing roads and essential infrastructure



should be such that it limits impacts.

Aesthetics and recreational environment: Activities which impact on the intrinsically wild appearance and character of the area, or which impact on the wilderness characteristics of the area (i.e. solitude, remoteness, wildness, serenity, and peace) should be restricted. This includes light and noise pollution.

Facilities

Type and size: No facilities are allowed. Should overnight facilities be required to serve this zone, these should be placed in suitable adjoining zones.

Sophistication of facilities: “Pack-in pack-out” activities only, with visitors making use of self-carried tents.

Audible equipment and communication structures: None within the zone and the impact of such structures in surrounding zones must be considered for new installations.

Access and roads: No roads and mechanised access are allowed within the designated Wilderness blocks. Access to the Wilderness cluster is through existing roads, zoned Primitive, bordering the Wilderness blocks. Access is controlled and for a limited number of vehicles. This is to allow for operational activities or for guided access to a specific location from which visitors walk into the block. Low volume access 4x4 routes could be accommodated in or through the Wilderness clusters using the Primitive Road zone. Heavy machinery such as trucks or large numbers of vehicles is only allowed under exceptional circumstances for operation purposes. No infrastructure may be erected along the access routes.

Guidelines on management infrastructure and utilisation

Existing permanent management infrastructure, such as artificial water points or ranger pickets, is permissible in this zone, but these should be earmarked for rehabilitation back to a pristine state. In exceptional circumstances such as when required for protection of wildlife assets, additional semi-permanent infrastructure such as lightly used “twee spoor” management tracks, ranger outposts, and helipads can be added, with the onus on park management to co-ordinate this in such a way that tourists do not encounter management infrastructure in this zone, and that this infrastructure is removed as soon as is viable.

R E M O T E Z O N E

Objective

The objective of this conservation orientated zone is to protect areas of the park that are relatively un-impacted by human developments to provide an experience of relative solitude. Sights and sounds of human impacts may be more obvious but encounters with other visitors will be limited as far as possible. The focus of management in this zone is to conserve areas of unique and / or endangered biodiversity. A reasonable level of self-reliance is necessary to access this zone. The nature of the experience is dependent on the quality of the natural environment and the impact of people should remain unobtrusive and be subservient to that of nature. There may be some signs of infrastructure mainly of a management, heritage nature and roads that traverse the area. The zone generally provides for non-motorised recreational activities such as hiking, mountain biking, horse-riding, etc. along designated routes.

To allow for management actions, to secure biodiversity assets and to make these Remote areas more accessible to suitable tourism products, the existing roads bordering the Remote blocks will be maintained.



Characteristics

This is an area retaining an intrinsically wild appearance and character, or capable of being restored to such a state, and which is essentially undeveloped and roadless. There are no permanent improvements or any form of human habitation. The emphasis of this zone is the experience of wilderness qualities with opportunities for solitude with natural and scenic characteristics. Sights and sounds of human activities and development both inside and outside of the park may be present in this zone but should be limited.

Access is controlled in terms of number, frequency and size of groups and allows for guided non-motorised access and basic pack-in pack-out activities.

This zone further serves to protect sensitive environments and / or endangered biota from disturbance.

Visitor activities and experience

Activities: Access is through guided non-mechanised means and is controlled in terms of number, frequency and size of groups. Several groups may be in area at the same time, but if necessary densities and routes should be defined so that groups are unaware of each other. Visitors need to be self-reliant as no permanent infrastructure is allowed in the zone as the nature of the experience is heavily dependent on the wilderness qualities of the zone. The duration of any overnight accommodation is strictly limited on a “pack-in pack-out” basis with no permanent alterations to the site. Specially arranged once-off events such as a mountain bike races on the roads surrounding the zone may involve higher visitor numbers for a brief limited period, but these events are not the norm.

Interaction with other users: There should be limited interaction between groups. The number of groups within the area will be determined by the ability to ensure that there is no interaction between groups.

Limits of acceptable change

Biophysical environment: Deviation from a natural / pristine state should be small and as far as possible limited to essential operational infrastructure in existing impact footprints. Existing impacts and infrastructure should be reduced through rehabilitation projects. Any facilities constructed in these areas, and activities undertaken here should be done in a way that it limits environmental impacts. Specifications of existing roads and essential infrastructure should be such that it limits impacts.

Aesthetics and recreational environment: Activities which impact on the intrinsically wild appearance and character of the area, or which impact on the wilderness qualities of the area (i.e. solitude, remoteness, wildness, serenity and peace) should be restricted. This includes light and noise pollution.

Facilities

Type and size: No facilities are allowed. Should overnight facilities be required to serve this zone, these should be placed in suitable adjoining zones.

Sophistication of facilities: “Pack-in pack-out” activities only with visitor making use of self-carried tents.

Audible equipment and communication structures: None within the zone and the impacts of such structures in surrounding zones must be considered for new installations.



Access and roads: No roads and mechanised access are allowed within the Remote Zone. Access to the zone is through existing roads, zoned Primitive, bordering the Remote blocks. Access is controlled and for a limited number of vehicles. This is to allow for operational activities or for guided access to a specific location from which visitors walk into the block. Low volume access 4x4 routes could be accommodated. Heavy machinery such as trucks or large numbers of vehicles is only allowed under exceptional circumstances for operation purposes. No infrastructure may be erected along the access routes.

Guidelines on management infrastructure and utilisation

Ideally there should be no management infrastructure, and natural processes should be allowed to function without management intervention. Any infrastructure occurring in the zone should be earmarked for rehabilitation back to a pristine state. In exceptional circumstances, such as when required for protection of wildlife assets, additional semi-permanent infrastructure such as “twee spoor” management tracks, ranger outposts, and helipads can be added with the onus on park management to co-ordinate this in such a way that tourists do not encounter management infrastructure in this zone, and that this infrastructure is removed as soon as is viable.

PRIMITIVE ZONE

Objective

The main objective of this conservation-orientated zone is to provide a relative sense of solitude and relaxation in an environment that may be exposed to some sights and sounds of human activities. Although it is a place of quietness and naturalness, there will be more interaction between users than in the Remote zones. The zone is easy to access through mechanised means on access-controlled roads. The quality of the experience is less dependent on the quality of the natural environment with the provision of small, low impact accommodation with some activities.

Key management objectives of this zone are biodiversity restoration within the context of heritage, resource and recreational use. Development is limited and reflects and respects the natural environment.

Characteristics

This zone is mainly characterised by accompanied non-motorised access, mainly on foot, for a wide range of experiences. However, limited self-drive access and activities are also allowed. Access roads are low key, gravel roads and / or tracks to provide a more natural experience. Large busses are strictly limited and open safari vehicles are only allowed on designated routes.

A larger number of visitors are allowed here than in the Remote zone and minimal contact between visitors may occur. Within this zone, more sensitive areas should be protected by precinct level planning, which should direct development and utilisation to more robust areas. This zone can also provide non-motorised access from low and high intensity leisure zones or to Remote and Wilderness zones.

Visitor activities and experience

Activities: Provides for a range of recreation activities such as self-drive game viewing, birding and guided hiking and mountain biking which can be undertaken in designated areas and along designated routes.

Interaction with other users: Interaction between groups of users is low.



Limits of acceptable change

Biophysical environment: Some deviation from a natural / pristine state is allowed, but care should be taken to restrict the development footprint. Infrastructure, especially paths and viewpoints should be designed to limit the impacts of visitors on the biophysical environment.

Aesthetics and recreational environment: Activities which impact on the relatively natural appearance and character of the area should be restricted, though the presence of visitors and the facilities they require, may impact on the feeling of “wildness” experienced in this zone. Ideally, visitors should only be aware of the facility or infrastructure that they are using, and this infrastructure / facility should be designed to fit in with the environment within which it is located to avoid aesthetic impacts. Noise and light pollution should be kept to the minimum with green technologies such as solar power encouraged.

Facilities

Type and size: Small, basic self –catering accommodation or concessions with limited numbers (<80 beds) that is well distributed to avoid contact between users. 4x4 Routes and guided hiking trails. No day visitor facilities are allowed in the camps within this zone and tourist facilities such as bird hides, whilst allowed, should rather be in the LIL or HIL zones for more general use.

Sophistication of facilities: Basic camp facilities or low impact camps that provide a good level of comfort whilst still providing a sense of wildness and solitude.

Audible equipment and communication structures: Allowed, but should be managed to retain a relative level of solitude.

Access and roads: Roads zoned as Primitive need to adhere to the regulations of the zones they traverse. Access controlled tourist roads and management access are allowed within the Primitive Zone. Access to the zone is through existing roads, with the option of new roads (though only after the appropriate workflow has been followed). Access is for a low number of vehicles at a time to allow for operational activities or for guided and self-drive activities. Low volume access 4x4 routes could be accommodated. Heavy machinery such as trucks or large numbers of vehicles is only allowed in designated areas and along designated routes for seasonal mobile tented camps or operation purposes. Limited infrastructure may be erected along the access routes for alight-from-vehicle points or heritage sites.

Guidelines on management infrastructure and utilisation

Permanent tourist and management infrastructure is permitted in this zone, but tourist access along the roads should be minimised as far as possible in keeping with the relatively unspoilt nature of the zone.

Infrastructure may include hard surfaces (paved or tarred roads) if road vehicle usage is restricted to light vehicles with limited access by trucks or heavy machinery. If possible, efforts should be made to reduce noise and air pollution from operations vehicles in this zone during tourist usage, so as not to impact too negatively on visitor experiences. Low spec airstrips making use of existing road footprints may be present.

LOW INTENSITY LEISURE ZONE

Objectives

The objective of this tourist-orientated zone is to provide infrastructure for day and overnight visitors in a natural environment. These zones are well patronised areas that provide accessible, safe, natural areas with a range of accommodation and recreational



or leisure activities. Group interaction and socialisation are an integral part of the experience, which depends more on the quality of the facilities provided than on a completely natural environment. Impacts on the surrounding areas are restricted through intensive landscaping and vegetation management. Limited, sympathetic development is permitted in these areas, linked specifically to tourism, recreation and management of the park.

While large game viewing areas may be zoned LIL as placeholders to allow for flexibility in siting new camp developments, in reality, development footprints should be localised, with some areas having more of a primitive zone “feel”.

Characteristics

The underlying characteristic of this zone is motorised self-drive access, with a range of accommodation options from basic self-catering facilities to luxury concession lodges. Small or seasonal commercial or catered facilities could be accommodated; however, these should be small and still align with the general ambiance of the zone. Numbers of visitors are higher than in the remote and primitive zones. Relatively comfortable facilities are positioned in the landscape retaining an inherent natural and visual quality, which enhances the visitor experience of a more natural and mostly self-providing experience. Access roads are low key, gravel roads and / or tracks to provide a more natural experience. Large busses may be permitted subject to certain restrictions. Major facilities along roads are generally limited to basic self-catering picnic sites with toilet facilities though tourist sites such as bird hides, with or without overnight accommodation, historical sites and other alight-from-vehicle points are also allowed.

Visitor activities and experience

Activities: Self-drive motorised game viewing, guided game drives, picnicking, walking / hiking, cycling.

Interaction with other users: Moderate to high

Limits of acceptable change

Biophysical environment: Deviation from a natural / pristine state should be minimised and limited to restricted impact footprints as far as possible. However, it is accepted that some damage to the biophysical environment associated with tourist activities and facilities will be inevitable.

Aesthetics and recreational environment: Although it is inevitable that activities and facilities will impact on the wild appearance and reduce the wilderness characteristics of the area (solitude, remoteness, wildness, etc.), these should be managed and limited to ensure that the area still provides a relatively natural outdoor experience.

Facilities

Type and size: A range of small to medium self-catering (including camping) and catered accommodation options (<360 beds). Camps have a peaceful feel without large commercial facilities such as shops and restaurants. Additional facilities could include swimming pools. Trails for 4x4 vehicles can also be provided. Small or seasonal (facilities are only open as required or during peak season) commercial facilities, such as kiosks or tea gardens as well as tented concession camps could be provided. However, these should still fall within the general ambiance of the zone. Larger commercial facilities and larger concession restaurant operators (e.g. Cattle Barons, Mug-and-Bean), should rather be placed in the High Intensity Leisure (HIL) zone.

Sophistication of facilities: Mostly comfortable self-contained self-catering accommodation units with bathroom facilities. Luxury catered options may also be



accommodated. Low impact campsites mostly include ablution and kitchen facilities but with limited additional facilities. Tourist facilities should not include permanent commercial facilities such as shops, convenience stores or restaurants.

Audible equipment and communication structures: Cell phone coverage in vicinity of camps. Code of use for cell phones and radios required to retain relative level of solitude.

Access and roads: Motorised self-drive sedan car access (traditional game viewing) on designated gravel roads. Large busses are restricted to high volume roads designed to accommodate them. These roads are dictated as such.

Guidelines on management infrastructure and utilisation

The placement of permanent management infrastructure is allowed in this zone, as this is a high-level use zone in the park. However, attempts should be made to rather concentrate the development of park management and operational infrastructure in the HIL zone of the park, where feasible. Where it is possible management infrastructure should be located on the periphery of the park and make use of existing tourist access routes and infrastructure. Types of operational infrastructure that could be accommodated here include park offices and administration, or standard entrance gates.

HIGH INTENSITY LEISURE ZONE

Objective

The main objective of this tourist orientated zone is the concentration and containment of commercial, tourism, managerial and operational park activities in a restricted and designated area, which is robust enough to tolerate development, and where these diverse activities can piggyback off multi-use infrastructure (roads, plumbing, power), thus reducing their overall footprint. This zone allows for higher density tourism development with modern commercialised amenities and a concentration of visitor facilities. The quality of the visitor experience is heavily dependent on the quality of the facilities which enable the visitor to experience the environment with a minimum of effort.

The focus of management is to ensure high quality visitor facilities and experience whilst ensuring that the activities have a minimal impact on the surrounding natural environment. As impacts and particularly cumulative impacts are higher, where possible the HIL zone should be placed on the periphery of the park, and in areas that have low sensitivity values, and are robust enough to tolerate development. Staff not directly associated with tourism facilities should be accommodated outside of the park if possible. All new industrial type facilities such as laundries, abattoirs, maintenance depots and workshops, should ideally be located close to the park boundary or, if possible, outside of the park.

In all cases, HIL zones should reflect the ethos and character of the park.

Characteristics

The main characteristic is that of a high-density tourist development node with modern commercial amenities such as restaurants and shops. This is the zone where more concentrated human activities are allowed. HIL is accessible by motorised transport (car / bus) on high volume transport routes. More concentrated and commercialised (concessional) activities occur here than in than LIL areas.



Visitor activities and experience

Activities: Traditional game viewing routes with more sophisticated infrastructure, such as large picnic and day visitor sites and activities associated with amenities such as dining in larger or concessional restaurants.

Interaction with other users: High

Limits of acceptable change

Biophysical environment: The greatest level of deviation from a natural / pristine state is allowed in this zone, and it is accepted that damage to the biophysical environment associated with tourist activities and facilities will be inevitable. However, care must be taken to ensure that the zone still retains a level of ecological integrity consistent with a protected area.

Aesthetics and recreational environment: Although it is inevitable that the high visitor numbers, activities and facilities will impact on the wild appearance and reduce the wilderness characteristics of the area (solitude, remoteness, wildness, etc.), these should be managed and limited to ensure that the area generally still provides a relatively natural outdoor experience.

Facilities

Type and size: High-density camps (>400 beds) providing a range of tourist accommodation with diverse modern amenities. Restaurants, shops, education / information centres, view sights, ablution facilities, parking areas. Day visitor sites are provided outside of rest camps where possible. Day visitor sites or picnic sites may provide catered facilities and kiosks. Where it may be necessary to provide high-density recreational sites with a wide range of intensive activities, an attempt should be made to concentrate these sites close to the access points of the park. Staff villages and administrative centres should be restricted to core staff. Non-essential staff housing, administration and industrial infrastructure should be positioned outside of or close to the periphery of the park where possible.

Sophistication of facilities: Moderate to high-density facilities. Self-catering and catered. Camps often have diverse modern facilities such as shops and restaurants, which may be concessional.

Audible equipment and communication structures: Cell phone coverage in vicinity of camps. Code of use for cell phones and radios required to retain relative level of solitude.

Access and roads: The zone is highly motorised, including busses and delivery vehicles on designated routes that are tarred. Care must be taken to distinguish between roads that serve as high access delivery routes to camps, link roads between camps, and game viewing roads, to minimise conflict between users.

Guidelines on management infrastructure and utilisation

Management guidelines that apply to LIL apply to HIL as well. Generally, HIL indicates higher or more intense utilization or development, with a higher diversity and concentration of facilities, and thus may require additional management or operational facilities. As HIL is by definition a high use area and should be located in an area of low sensitivity, the development of management and operations infrastructure in this zone should be favoured. In the park, most operations and administration infrastructure are situated in the existing and well-established HIL tourist node at Skukuza Rest camp near the periphery of the park.



ANNEXURE C: CONSULTATION PROCESS

The development and implementation of this Management Plan is a partner driven process and the success of the MCNP is embedded in the effective co-ordination and collaboration of partners and stakeholders in the broader MCNP region. Therefore, an extensive consultation process was deemed necessary for the inclusive development and buy-in of the MCNP Management Plan. This was achieved through the following engagements indicated during each phase of the project.

Table 53: MCNP Management Plan Consultation Process

CONTINUOUS PARTNER ENGAGEMENT	Deliverable	JMB	Technical Committee (including JMC)	Strategic Partners	General Partners	Thematic Working Groups	CPA	Weekly Core Team Meeting
	Project Orientation	X	X				X	X
	Stakeholder Engagement and database		X	X	X		X	X
	Goal Audit review		X	X	X	X	X	X
	Vision, Vital Attributes and strategic Direction		X	X	X	X	X	X
	Hierarchy of objectives		X	X		X	X	X
	Implementation Plans	X	X	X		X	X	X
	Draft Management Plan and Business Review	X	X	X	X	X	X	X
	Final Management Plan and Business Review	X	X	X	X		X	X
	Project Closure	X	X	X			X	X

A key objective of the consultation process and development of the MCNP Management Plan and Business Review was to re-establish meaningful partnerships leading to the successful implementation of this Management Plan. A comprehensive stakeholder database was developed and will be updated regularly. The following table provides an overview of the MCNP Partners.

Table 54: Tiered partnership arrangements, relevant to Makuleke Contractual National Park

Type	Institution
International	Great Limpopo Transfrontier Conservation Area (GLTFCA) Joint Management Board, Administração Nacional Das Áreas De Conservação (ANAC)
National Government / Institutions	Departments of Forestry, Fisheries and Environment; Tourism; Water and Sanitation; South African National Defence Force (SANDF); South African Police Service (SAPS); South African National Biodiversity Institute (SANBI), South African Heritage Resources Agency
Provincial Government	Limpopo Departments of Health; Social Development; Finance; Home Affairs; Sports and Culture; Education;



Type	Institution
	Agriculture, Land Reform and Rural Development; Agriculture; Water and Sanitation; Cooperative Governance and Traditional Affairs
Provincial Conservation Authorities	Limpopo Department of Economic Development, Environment & Tourism (LEDET)
Biospheres	Vhembe Biosphere Reserve
District Government	Vhembe District Municipality
Local Government	Musina Municipality
KNP Community Fora	To be established
Traditional Authorities	Makuleke Traditional authorities, Mutele, Makuya, Mphaphuli, Tskikondomalema
Land Claimants	Land claimants as per National Land Claims Commissionaire settlement process
Immediate neighbours	Communities from Mozambique and Zimbabwe, and from Mutele Traditional authority; SANDF- Madimbo corridor
Community-Based Organisations	Women groups, Stokvels, Youth Groups
Media	Media24.
NGOs – General	Endangered Wildlife Trust (EWT), World Wide Fund for Nature (WWF), Vhembe Biosphere Reserve, Birdlife]
Conservation areas bordering Makuleke Contractual National Park	Makuya Nature Reserve, Limpopo National Park
Research and Tertiary Institutions	University of Venda; Southern African Wildlife College (SAWC)
Tour Operator	Open Safari Vehicle operators from Return Africa, Outpost, Eco-Training
KNP Staff	Staff residing inside and outside KNP Park; Head Office
Honorary Rangers	National and Regional structures
Key Interest Groups	GLTFCA Joint Management Board Water River Fora / Committees Animal Health Tourism fora Safety and security clusters Limpopo House of Traditional leaders Traditional Healers





ANNEXURE D: INTERNAL RULES

The function of SANParks is to protect, conserve and control the national parks and other protected areas assigned to it and that you are subject to the conditions set in terms of Section 86 of the National Environmental Management Act (107 of 1998) and the National Environmental Act: Protected Areas Act (Act 57 of 2003) for the duration of your stay in the National Park. Your attention is specifically drawn to section 64(1) (a), (b) & (c) which refers to penalties in terms of the Act.

To ensure a safe and joyful trip through our parks, kindly adhere to the rules and regulations under the Protected Areas Act. Transgression of the rules and regulations as summarized below may result in prosecution and or penalties.

- 1. INDEMNITY:** Guests entering national parks will be required to sign document indemnifying SANParks against any claim, action, judgment, costs and/or expenses which may be made against SANParks.
- 2. IDENTIFICATION:** Please ensure that acceptable means of identification are taken along when visiting parks. This does not only apply to the drivers of vehicles but could be requested of all adults that enter or visit parks.
- 3. CONSERVATION FEES:** Daily conservation fees are payable for every day/ night stayed in national parks. The acquisition of a Wild Card is available as an alternative to paying daily conservation fees.
- 4. COMMUNITY FUND:** SANParks have implementing a 1% Community Levy on all reservations (overnight and activity products) arriving on or after 1 June 2012. This is used to fund projects that support surrounding communities in bettering their livelihoods. For more information please view our website on www.sanparks.org
- 5. STAY IN YOUR VEHICLE –** In most of the national parks there is a possible threat from dangerous animals. In such parks guests may only alight from vehicles in designated areas. No part of your body may protrude from a window or sunroof and doors should remain closed at all times;
- 6. THE MAXIMUM SPEED LIMIT –** Please take careful note of the speed limits applicable in the various areas of the parks. Note that not all roads are accessible to caravans and/ or vehicles exceeding a certain mass, type or size.
- 7. ALCOHOL:** The consumption of alcohol in public areas is prohibited. Day visitors are prohibited from entering Kruger National park with any alcohol in their vehicles.
- 8. DRIVE SAFELY –** General rules of the road apply within the parks. It is an offence to drive on South African roads without a recognized driver's license or under the influence of alcohol. Driving or operating any vehicle in a reckless or negligent manner or in a deliberate disregard for the safety of a person, animal or property is a serious offence and can result in a summons being issued. Driving a vehicle in a manner that constitutes a nuisance, disturbance, inconvenience or danger to any other person may also be subject to a summons being issued.



SANParks Regulations & other useful information



9. **ADHERE TO GATE TIMES** – Gate times must be strictly adhered to. Please take note of the different times that apply at gates and also camps and lodges within the parks. Guests must plan their travelling thoroughly and make adequate provision for contingencies. After hours driving is not allowed and could result in a summons being issued.
10. **OVERNIGHT VISITORS** – Guests are only allowed to stay at a booked and recognized overnight facilities and must report to the relevant reception before occupying accommodation or camping;
11. **CAMPSITES** – Camping base rates include one motorized vehicle per campsite. Additional motorized vehicles per campsite are charged at a rate equivalent to the campsite base rate per night.
12. **AGE RESTRICTIONS:** For safety reasons some activities conducted in parks have age restrictions. Please take cognizance of these in order to prevent disappointments.
13. **DEPARTURE TIMES** – All accommodation and camping sites may be occupied from 14:00 on day of arrival and must be vacated by 10:00 on the day of departure;
14. **DRIVING AREAS** – Vehicles must remain on the designated roads at all times and off-road driving or driving on closed or no-entry roads is a serious offence. In many areas, overnight facilities are to be accessed only by booked overnight guests;
15. **FEEDING OF WILDLIFE IS PROHIBITED** – The feeding or intentional disturbance of wildlife is a serious offence. By feeding any wildlife you are potentially **SIGNING THEIR DEATH WARRANT, AS THEY MAY BECOME DEPENDENT AND OFTEN BECOME AGGRESSIVE AND DANGEROUS, AND THUS HAVE TO BE EXTERMINATED;**
16. **FLORA & FAUNA** – No plant, animal, wildlife or any natural or cultural items may be removed from the park without permission. To cut, damage, destroy or be in possession of any plant or part thereof, including dry wood or firewood is a serious offence. Importing of any specimen of an alien or listed invasive species into a national park is prohibited;
17. **VEHICLE RESTRICTION** – There are restrictions to the type of vehicle that may enter national parks. Please take careful note of vehicle restrictions applicable to the different roads and areas of the parks.;
18. **PETS**– No pets (dogs, cats, birds or any other) may be brought into a Park. Transgressors will be dealt with firmly, issued with a summons and the pets will be destroyed. Guide dogs for visually impaired guests are one exception, but only in consultation with park management and if the owner has the necessary inoculations and permits as ordained by the state veterinary department;
19. **LITTER-FREE ZONE** – Littering is prohibited. Deposit or leaving of any litter except in receptacles for that purpose will result in a fine;
20. **DECLARE FIREARMS AT GATE** – All firearms/dangerous weapons of any sort, any explosive, trap or poison must be declared upon entry, and firearms will be sealed;

SANParks Regulations & other useful information



21. NO KILLING OF ANIMALS – Poaching and killing or injuring of animals is strictly prohibited;
22. FIRE HAZARD– Starting or causing of any fire, whether it be intentional or unintentional other than in a fireplace or container purposely made available is strictly prohibited and will result in a summons being issued
23. SMOKING– Please take note of the smoking regulations applicable in the parks
24. BEHAVIOUR – Behaving in an offensive, improper, indecent or disorderly manner including the playing of any radio, compact disc player, music system, musical system or instrument, or in any way cause of any noise in any manner likely to disturb any species or specimen or other person is strictly prohibited and will be fined if not adhered to. The hindering, intimidating or obstructing of an authorized official in the execution of his/her duties or the performance of his/her functions will not be tolerated and is subject to a penalty. Violation, refusal or failure to obey or comply with any prohibition, request or instruction imposed by these regulations or by the management authority or authorized official will result in prosecution;
25. BICYCLES: Please enlighten yourself with the rules and regulations applicable to the use of roller skates, skateboards, bicycles and motorbikes for the park/s that you will be visiting as there are restrictions in some of the parks;
26. DRONES: The use of drones inside (and over) national parks is strictly prohibited.
27. BEWARE MALARIA – Kruger and Mapungubwe National Parks fall within a malaria zone. A 24hour malaria hotline is available on 0822341800 and where relevant, please consult your medical practitioner.
28. PARK SPECIFIC INFORMATION – Kindly familiarize yourself with the general conditions prevalent in the park you are going to visit by visiting the website at www.sanparks.org and link onto Parks A-Z as there may be vital information contained therein to assist with your visit.

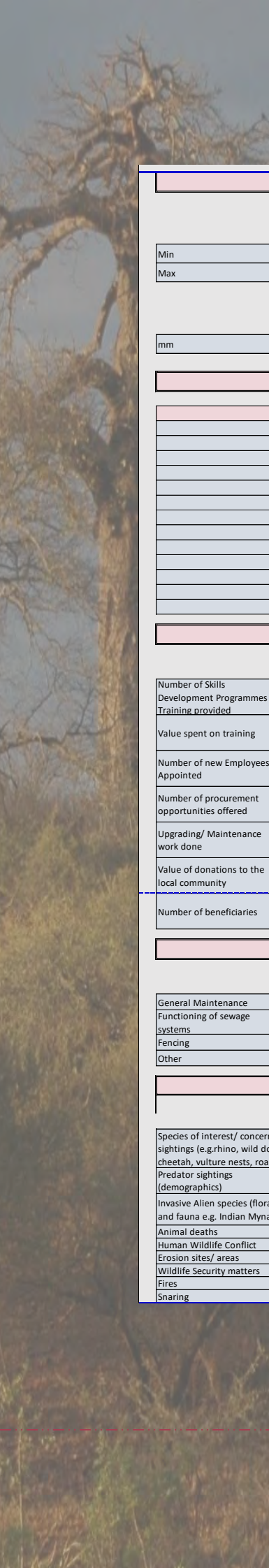
Yours in conservation

South African National Parks



ANNEXURE E: CONCESSION MONTHLY REPORTING TEMPLATE

OVERVIEW OF ALL OPERATIONS								YEAR		2022			
1. OCCUPANCY													
1.1. GENERAL													
	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
No of guest beds													0
Days in the month													0
Guest occupancy (inc. compl)													0
Guest occupancy (exc. Comp)													
Percentage International guests													
Percentage local guests													
1.2. OVERNIGHT													
	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
Regular staff													0
Temporary construction staff													0
Paying guests													0
Comp													0
Directors													0
Average Per Night Per Month	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
1.3. DAY													
	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
Security on Duty													
Staff coming in with Taxi													
Average Per Day Per Month	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
2. WATER USAGE													
	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
Allocations													
Property allocation (based on 350 litres per person on site per day)													
Total allocation	0	0	0	0	0	0	0	0	0	0	0	0	0
	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
No. days													0
Usage													0
Allocation													0
3. OFF ROAD DRIVING													
	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
Off road incidents													0
No. of drives													0
Incidents / drive	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
4. AIRCRAFT LANDING													
	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
Aircraft Landing Total													0
5. ROAD MAINTENANCE													
	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
Roads worked on													0
Approximate gravel extracted m3													0
6. FUEL CONSUMPTION													
	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
PETROL consumption (litres)													0
DIESEL consumption (litres)													0
LP gas consumption (x 48kg)													0



7. WEATHER	
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7.1. Temperature

[illegible]

7.2. Rainfall

[illegible]

8. GUIDES

[illegible]

9. SOCIO-ECONOMIC TRANSFORMATION	
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[illegible]

10. INFRASTRUCTURE

[illegible]

11. CONSERVATION MANAGEMENT

[illegible]



ANNEXURE F: FINANCIAL ACCOUNTING SYSTEM

Joint System to be Developed to Account for Income and Expenditures within the MCNP

The following systems and guidelines will be consulted through a workshop for a joint financial reporting system:

- SANParks Budget guidelines and instructions
- SANParks Business development Unit reporting system

