



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

Entered by and between

The South African National Parks

Represented by **Ms. Hapiloe Sello** in her capacity as **Chief Executive Officer**

duly authorised thereto

(Herein referred to as "**SANParks**")

and

The Western Cape Nature Conservation Board t/a CapeNature

Represented by **Dr Razeena Omar** in her capacity as **Chief Executive**

Officer duly authorised thereto

(Herein referred to as "**CapeNature**")

and

The City of Cape Town

Represented by **Mr Lungelo Mbandazayo** in his capacity as **City Manager**

duly authorised thereto

(Herein referred to as "**the City**")

(Collectively referred to as "**the Parties**")

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PREAMBLE

WHEREAS the Cape chacma baboon (*Papio ursinus ursinus*) plays an important ecological role on the Cape Peninsula, and in the Western Cape Province, contributing to the Cape Peninsula's rich biodiversity, and being a considerable tourism resource;

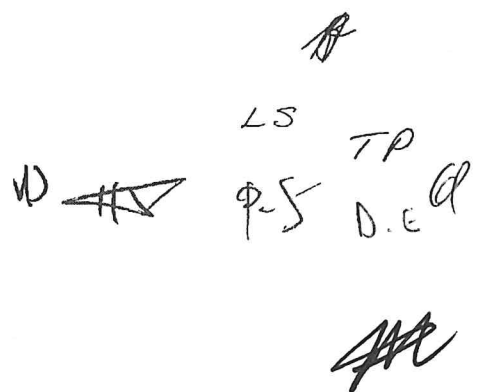
AND WHEREAS it is acknowledged that the sustainable management of a baboon population on the Cape Peninsula is desirable;

AND WHEREAS keeping baboon troops in natural areas promotes a safe and healthy environment for residents and landowners of urban, rural and private land, and protects baboons from conflict with humans and contributes to their well-being;

AND WHEREAS the Cape Peninsula landscape is mostly managed as an open access system and baboons have access to developed areas which leads to conflict when baboons become a nuisance, damage property and/or threaten the safety of people;

AND WHEREAS SANParks is a national public entity with functions as specified by section 55 of the National Environmental Management: Protected Areas Act, No. 57 of 2003, to protect, conserve, and control the national parks and other protected areas assigned to it and their biodiversity, to manage those areas and biodiversity in accordance with the Act, to retain national parks in their natural state, and as far as possible, to preserve and study wildlife within national parks and to take reasonable steps to ensure security of visitors in national parks, including the Table Mountain National Park;

AND WHEREAS CapeNature is a Western Cape Government Public Entity established in terms of section 9 of the Western Cape Biodiversity Act, No. 6 of

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2021 and in terms of Schedule 3(c) of the Public Finance Management Act, No.1 of 1999 responsible for nature conservation in the Western Cape Province;

AND WHEREAS, in terms of the Constitutional Schedules 4 & 5 and the Local Government: Municipal Structures Act, No. 117 of 1998, the City is responsible for matters within its constitutional and legal mandate associated with a metropolitan municipality, including land use, waste management, public nuisance, fences, traffic, electricity, environmental health, safety and security and the enforcement of City By-laws;

AND WHEREAS, the City of Cape Town, SANParks and CapeNature have previously cooperated in committees and structures concerned with baboon management , on 6 and 7 June 2022, at meetings hosted by the City of Cape Town and the National Minister of Forestry, Fisheries and the Environment, Minister Barbara Creecy, the agencies committed to establishing a Joint Task Team and to develop an approach for the sustainable management of the baboon population on the Cape Peninsula;

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 **“Agreement”** shall mean this document;
- 1.2 **“Baboon Strategic Management Plan (BSMP)”** means the plan being developed by the Parties towards the sustainable management of the Cape Peninsula baboon population, currently subject to public participation, when finalised.

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- 1.3 **“Business day”** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa recognized as such under the Public Holiday Act, No. 36 of 1994;
- 1.4 **“CapeNature”** means the provincial entity for nature conservation in the Western Cape in terms of section 9 of the Western Cape Biodiversity Act, No. 6 of 2021;
- 1.5 **“City”** means the City of Cape Town, a Metropolitan Municipality established in terms of the Local Government: Municipal Structures Act, No. 117 of 1998, read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended;
- 1.7 **“Parties”** shall collectively mean CapeNature, SANParks and the City of Cape Town and **“Party”** means any one of the Parties;
- 1.8 **“POPIA”** refers to the Protection of Personal Information Act, 4 of 2013;
- 1.9 **“SANParks”** means the South African National Parks established in terms of section 54 (1) of the National Environmental Management: Protected Areas Act, 57 of 2003.

2. INTERPRETATION

2.1. In this Agreement unless the context indicates a contrary intention, a word or expression which denotes:


2.1.1 pronouns of any gender include the corresponding pronouns of the other gender;

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- 2.1.2 words and phrases denoting natural persons refer also to juristic persons, and *vice versa*;
- 2.1.3 expressions in the singular also denote the plural, and *vice versa*;
- 2.1.4 unless specified, where any number of days is prescribed in this Agreement same shall be reckoned exclusive of the first and inclusive of the last day unless the last day is not a Business Day, in which case the last day shall be the next succeeding Business Day;
- 2.1.5 when figures are referred to in numerals and in words, the words will prevail in the event of a conflict arising; and
- 2.1.6 expressions defined will bear the same meanings in schedules or annexures hereto which do not contain their own definitions.

3. PURPOSE OF THIS AGREEMENT

- 3.1 To enable cooperation by the Parties through the implementation of a **Baboon Strategic Management Plan ("BSMP")** for the sustainable management of the baboon population on the Cape Peninsula; and joint decision-making processes on the undertaking of actions and interventions either individually or jointly where possible, subject to the Parties having the necessary authority.

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4. COMMENCEMENT AND DURATION

- 4.1 This Agreement will commence on the date of the last Party signing the Agreement and will remain in force unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with law.
- 4.2 Every 3 years, the Parties will review the viability of this Agreement with a view to improving the co-operation between the Parties, unless the Parties agree that a review is not necessary.

5. DUTIES AND RESPONSIBILITIES

- 5.1 The Parties agree to jointly develop and implement a BSMP for the Cape Peninsula and to co-operate with one another towards the implementation of the BSMP by fulfilling their respective roles and responsibilities for the sustainable management of the Cape Peninsula baboon population.
- 5.2 The Parties agree to jointly participate in decision-making on the undertaking of actions and interventions either individually or jointly as required according to their respective roles and responsibilities and as detailed in a BSMP.
- 5.3 The Parties undertake to act in the interest of one another and towards the best conservation outcomes in managing the human-baboon interface.

6. GOVERNANCE AND COMMUNICATION

- 6.1 The Parties agree to establish the Cape Peninsula Baboon Management Joint Task Team (CPBMJTT) to facilitate joint decision-making and to oversee the implementation of the BSMP.

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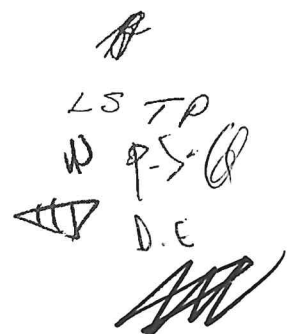
- 6.2 The Parties will each have equal representation on the CPBMJTT comprising a minimum of two (2) representatives.
- 6.3 Each representative shall be formally nominated by the Parties to serve on the CPBMJTT.
- 6.4 The CPBMJTT will adopt a Terms of Reference under this MOA at a full meeting of the nominated members of the CPBMJTT.
- 6.5 Upon commencement of this Agreement, the CPBMJTT will meet quarterly under the chairpersonship of the nominated Party at an appropriate venue to facilitate joint decision-making and the implementation of the BSMP.
- 6.6 The chairpersonship and secretariat of the CPBMJTT will rotate between the parties on an ongoing annual basis. To initiate the rotation cycle, SANParks will fulfil these roles for the first year, followed by CapeNature in the second year and then the City in the third year.
- 6.7 The CPBMJTT will establish the Cape Peninsula Joint Baboon Operational Team (CPJBOT) to facilitate participation of the Parties in the decision-making process on operational matters in terms of applicable laws. The CPJBOT will jointly consider operational issues referred to it by any of the Parties and formulate a recommendation to be considered by the CPBMJTT and the relevant statutory authority.
- 6.8 The Parties will each have representation on the CPJBOT which is formally nominated by the Parties. This representation will change from time to time depending on the operational matters under consideration.

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- 6.9 The chairpersonship and secretariat of the CPJBOT will rotate between the parties on an ongoing annual basis. To initiate the rotation cycle, CapeNature will fulfil these roles for the first year, followed by City of Cape Town in the second year and then SANParks in the third year.
- 6.10 The CPJBOT will be convened at the request of any one of the Parties or the CPBMJTT.
- 6.11 The CPBMJTT will facilitate the engagement of stakeholders including, scientific and academic institutions, animal welfare authorities, civil society: including rate payers' associations and non-governmental organisations, on the development and implementation of the BSMP.

7. CONFIDENTIALITY AND NON-DISCLOSURE

- 7.1 All confidential information exchanged between the Parties pursuant to the negotiation, conclusion and implementation throughout the duration of this Agreement shall not, whether directly or indirectly be distributed, disclosed, or disseminated in any way or form by the receiving Party to any third party, unless the written consent of the disclosing Party has been received, and such confidential information shall remain the property of the disclosing Party.
- 7.2 The receiving Party shall protect the confidential information in the manner and with the endeavour of a reasonable person protecting its own confidential information. Under no circumstances shall the receiving Party use less than reasonable means to protect the confidentiality of the information.

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- 7.3 For the avoidance of doubt, no provision of this Agreement should be construed in any way that a disclosing Party is deemed to have granted its consent to the receiving Party to disclose the whole or any part of the confidential information, in the event that the receiving Party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No 2 of 2000, as amended.
- 7.4 At the request of the disclosing Party, at any time, the receiving Party shall promptly deliver to the disclosing Party all written, copied confidential information including such confidential information, which may be electronically stored, without retaining any copies thereof.
- 7.5 The Parties agree to use the confidential information for the sole purpose of this Agreement only.
- 7.6 The rights and obligations as outlined in this clause are divisible from the rest of the Agreement and shall remain in full force and effect, notwithstanding termination of this Agreement for any reason whatsoever.

8. COPYRIGHT / INTELLECTUAL PROPERTY RIGHTS

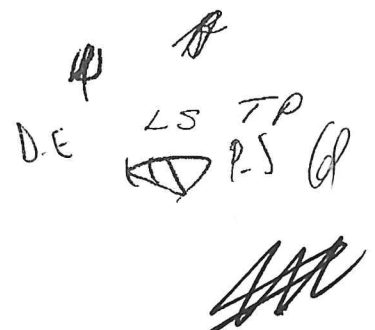
- 8.1 It is specifically recorded that all Parties acknowledge and agree that the individual Parties are the sole and exclusive owners of their respective logos and / or trademarks. As such, no Party shall acquire any rights in any another's trademarks by virtue of use thereof. Further, nothing contained in this Agreement shall be construed as an assignment or grant by any Party of any right, title or interest in its logo and or trademark, it being understood that all rights relating thereto are reserved by the respective Party.

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8.2. In addition, all Parties agree that at no time shall any of them use any trademark, mark or name confusingly similar to the other's mark or name owned by or licensed to that Party. All Parties furthermore agree that they will not knowingly do anything inconsistent with the other Party's right to ownership of its intellectual property, including without limitation, registering or attempting to register the other's trademark in its own name or that of any other third party.

9. CO-OPERATION

- 9.1 The Parties will co-operate with one another in good faith at all times and they warrant in their dealings with one another, that they shall neither do anything nor refrain from doing anything which might prejudice or detract from the rights, assets or interests of any of them.
- 9.2 The Parties hereby agree to cooperate with one another under this MOA on the basis of the principles of equality, reciprocity and mutual benefit.
- 9.3 Each of the Parties shall conduct itself under this MOA with all due care and diligence, and shall cultivate and maintain good relations with those on whom the collaboration work depends.
- 9.4 No Party shall engage in any conduct prejudicial to the good name or work of another party to this MOA and shall on notice from another Party cease any conduct regarded as prejudicial to the same.
- 9.5 The Parties undertake to avoid conduct that, in any manner, could expose the other Party to any third-party claims.

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10. TERMINATION

- 10.1 Notwithstanding anything contained herein, any Party may terminate this Agreement upon 60 days prior written notice to the other Parties.
- 10.2 Any Party may summarily terminate the Agreement, in any of the following cases, where:
- 10.2.1 any Party has failed to materially carry out their respective duties and obligations in accordance with this Agreement;
- 10.2.2 any legal disability existing or foreseeable from the date of signature of this Agreement hinders any Party in performing or continuing with its obligations in terms of the Agreement.
- 10.3 Any Party shall give the other parties 60 days' notice, in writing, of its intention to terminate the Agreement should any of the following conditions be applicable:
- 10.3.1 any Party knowingly discloses to any unauthorised person confidential information without the written consent of the disclosing Party, unless obliged to do so by law or a court of Law; or
- 10.3.2 any Party knowingly provided materially incorrect or false information to the other Party.
- 10.4 The termination described above shall be without prejudice to any other rights or powers, which any Party may have against the other Party including a claim for damages.

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11. BREACH AND CANCELLATION OF CONTRACT

11.1 Notwithstanding anything contained in this Agreement, should any Party breach or otherwise be in default of any of its obligations under or in terms of this Agreement and remain in default or fail to remedy such breach, if such breach is indeed capable of remedy, within 14 business days of receipt of written notice calling upon it to do so, the other Party/ies will be entitled, but not obliged, in addition to any other rights which it may have or remedies which may be available to it:

11.1.1 to cancel this Agreement, with or without claiming damages, provided that such breach constitutes a material breach; or

11.1.2 to obtain an order against such defaulting Party for specific performance, with or without claiming damages.

12. SETTLEMENT OF DISPUTES

12.1 The Parties shall try to resolve any dispute between them, which has its basis in any term of this Agreement, at an operational level.

12.2 Should the dispute not be resolved at an operational level, the Parties shall escalate the dispute to the following representatives for resolution:

12.2.1 CapeNature – Chief Executive Officer or his / her nominee;

12.2.2 The City of Cape Town – the City Manager or his / her nominee;
and

12.2.3 SANParks – Chief Executive Officer or his / her nominee.

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12.3 Upon failure to reach an amicable solution after 30 days in terms of clause 12.2 above, then any Party may by written agreement with the other Parties appoint a third party to act as mediator, and not as arbitrator, to mediate the resolution of the dispute. Should the Parties not be able to agree on the selection of the mediator, then the mediator must be selected by the chairperson for the time being of the Arbitration Foundation of Southern Africa ("AFSA") or its successor. The cost of the mediator must be borne by the Parties to the dispute in equal shares, which shall be due and payable to the mediator on presentation of his/her account.

12.4 Should the mediator referred to in clause 12.3 fail to resolve the dispute within 7 (seven) Business Days (or within such extended period as the Parties may agree to in writing), then any Party will have the right to refer the dispute to arbitration, in which event the dispute must be submitted to and determined by arbitration in accordance with the rules of AFSA, or its successor, by an arbitrator appointed by AFSA. The arbitration must be held with a view to it being completed as soon as possible. The arbitrator's decision will be final and binding between the Parties.

12.5 Notwithstanding the above, nothing herein contained shall be deemed to prevent or prohibit any Party to refer the dispute for settlement to a South African court with competent jurisdiction for:

12.5.1 interim or urgent relief in form of an interdict, mandamus or a court order for specific performance pending the outcome of an arbitration in terms of this clause or in respect of such arbitration;

12.5.2 any other form of relief on the basis of facts which are not disputed;

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12.5.3 payment of any amount due in terms of this Agreement; or

12.5.4 an order for payment of a liquidated amount in money on the basis of facts which are not bona fide in dispute at the commencement of such proceedings.

12.6 This provision will survive termination of the Agreement.

12.7 Any dispute between the Parties, which has its basis in any term of this Agreement, shall be governed exclusively by and settled in terms of clauses 12.1 to 12.7 of this Agreement.

13. LEGAL COMPLIANCE

13.1 The Parties shall, at all times throughout the duration of this Agreement, comply with all relevant laws, by laws, regulations, directives and applicable authorities in the execution of their duties as determined in this Agreement.

14. COMPLIANCE WITH THE PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013

14.1 The Parties acknowledge their respective obligations to comply with the applicable provisions of the Protection of Personal Information Act, No. 4 of 2013 (hereinafter referred to as 'POPIA').

14.2 Where any Party receives any personal information as defined in the POPIA it shall ensure that it fully complies with the provisions of the POPIA and only deal with the personal information to fulfil its obligations under this Agreement. The personal information received shall not be


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further processed or disclosed without the consent of the Disclosing Party.

14.3 Each Party therefore understands and agrees, notwithstanding any contrary provision in any other agreement between the Parties, that each Party retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of the provisions dealing with the protection of personal information, and may prevent any other Party, any of its agents or subcontractors, or any third party who has received records from that Party from violating this Agreement by any legal means available. Each Party further understands that violation of the provisions dealing with the protection of personal information may subject that Party to applicable legal penalties, including those provided under the POPIA.

14.4 Within 30 days after the termination of this Agreement, for whatever reason, the Receiving Party of any Party's personal information shall return same or at the discretion of the Disclosing Party of such personal information, destroy such personal information, and shall not retain copies, samples or excerpts thereof except where legislation requires the receiving Party to retain the personal information. In such a case, the receiving Party shall return or destroy such personal information, within 30 days after the required legislative duration to retain the personal information has lapsed.

14.5 In cases where the Disclosing Party has elected for the personal information to be destroyed, as provided for in clause 14.4 above, the receiving party shall, within 10 days of receiving the instruction to destroy the personal information, send an affidavit confirming the destruction of personal information.

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15. NO AGENCY OR PARTNERSHIP

15.1 No Party shall have any authority over the other Party's internal business affairs or decisions. No Party shall have the authority to act on behalf of, or legally bind the other Party, including holding itself out as having any such authority. This Agreement shall not be construed as creating a partnership or joint venture.

16. FORCE MAJEURE

16.1 In the event of any delay in performance of an obligation arising under this Agreement by any Party, due to any cause beyond such Party's control or by reason of riot, war, threat of or preparation for war, legislation, earthquake, pestilence, pandemic or epidemic accident, civil commotion, inability to obtain supplies and raw material as a result of force majeure, the Party affected thereby shall be under no liability for loss or injury suffered by the other Party as a result thereof; and the performance of such obligation by the Party affected shall be suspended during such delay.

16.2 Upon cessation of the cause of such delay, such affected Party shall immediately take all steps within its power to rectify such delay in performance of its obligation as soon as reasonably practicable after such cessation, provided that, if such delay pertains to a material obligation of the party affected by such force majeure and such delay exceeds 1 month, any Party shall be entitled to terminate this Agreement by giving 14 days written notice to the other.

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17. GOVERNING LAW

17.1 This Agreement shall be governed and construed in accordance with the Applicable Laws of the Republic of South Africa.

18. INDEMNITY

18.1 All Parties indemnify and hold one another harmless against any and all liabilities arising from any acts and/or omissions; except for gross negligence or intentional acts and/or omissions of any of their employees, contractors, agents and/or appointed officials arising out of this Agreement.

19. INSURANCE

19.1 The Parties shall, where applicable, be responsible for taking out any appropriate insurance coverage, including Public Liability Insurance to a minimum of R 20 million (Twenty Million Rand) for the purpose of this Agreement.

19.2 Subject to clause 18.1, each Party confirms that in the event of it being under-insured or its insurers repudiating its claim for whatsoever reason, there will be no recourse against the other Parties either by any of the Parties or any third parties and each Party remains liable and indemnifies the other Parties in full in this regard.

20. NOTICES AND DOMICILIUM

20.1 The Parties hereto select as their respective *domicilium citandi et executandi* the following physical addresses and email addresses, and

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for the purpose of giving or sending any notice provided for or required hereunder:

The South African National Parks Board (SANParks)

Address 1643 Leyds Street,

Address 2Muckelneuk

Address 3Pretoria

Address 40001

Email: johan.taljaard@sanparks.org

cc: Fahlaza.Monaledi@sanparks.org

The Western Cape Nature Conservation Board t/a CapeNature

PGWC Shared Services Centre

Cnr Bosduif and Volstruis Streets

Bridgetown

7764

Email: info@capenature.co.za

The City of Cape Town

Office of the Executive Director: Spatial Planning and Environment

Executive Suite A

5th Floor, Podium Block

Civic Centre

12 Hertzog Boulevard

Cape Town

Email: Robert.Mcgaffin@capetown.gov.za

Or, such other address, email address or telefax number as may be substituted by written notice given as herein required. Any of the parties shall be entitled from time to time, by written notice to the other Parties,

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to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.

20.2 All notices to be given in terms of this Agreement shall be given in writing and be hand delivered, sent by prepaid registered post or by email to the Party's chosen *domicilium citandi et executandi*.

20.3 If delivered by hand, a notice shall be presumed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.

20.4 If sent by prepaid registered post, a notice shall be presumed to have been received, unless the contrary is proved, 7 business days after the date of posting.

20.5 If sent by email, a notice shall be presumed to have been received, unless the contrary is proved, within 12 hours of transmission where it is transmitted during normal business hours or within 12 hours of the first business day after it is transmitted outside those business hours.

21. CAPACITY

21.1 The Parties warrants that: -

21.1.1 they have full capacity, power and authority to enter into this Agreement and to perform all of the obligations recorded in this Agreement and further warrant that the proper resolutions (where applicable) have been passed by each Party authorising it to do so;

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21.1.2. the execution and performance by it of this Agreement will not cause a breach of any other Agreement to which it is a party; and

21.1.3. it will enter into such other Agreements with such other parties as may be necessary to fulfil its obligations to the Parties in terms of this Agreement, which other agreements shall in no way be in conflict or cause a conflict with the provisions of this Agreement.

21.2 This Agreement shall bind the Parties as presently constituted and all their successors in title and assigns, if any.

22. CESSION AND ASSIGNMENT

22.1 No party shall be entitled to cede, assign, novate, delegate or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Parties, which consent may not be unreasonably withheld. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective officers, directors, employees, successors and assigns.

22.2 Any cession or assignment agreed to by a party will not relieve any other Party of any obligations with respect to any covenant, condition, or obligation required to be performed by that Party under this Agreement.

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23. GENERAL

- 23.1 No addition to, alteration, cancellation, variation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.
- 23.2 No Party will present itself as the representative or agent of the other Party for any business, legal or any other reason, nor shall it have the power of authority to commit the other Party, unless it receives the other Party's prior written consent.
- 23.3 This Agreement together with all annexures hereto contains the entire agreement between the Parties relevant to the subject matter hereof. This Agreement supersedes and replaces any previous oral and/or written agreements, understandings, representations, promises or assurances relating to the same subject matter.
- 23.4 No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof. The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies which the Parties would otherwise have.
- 23.5 No Party will be entitled to cede, delegate or otherwise transfer any of its rights and/or obligations in terms of this Agreement without the prior written consent of the other Parties.

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- 23.6 If any clause or term of this Agreement should be declared invalid, unenforceable or illegal, then the remaining terms and provisions of this Agreement will be severable from it and will continue to be of full force and effect.
- 23.7 This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one single agreement between the Parties.
- 23.8 Each Party shall bear its own costs in the negotiation, drafting, execution and implementation of this Agreement.
- 23.9 All terms that by their nature are intended to survive termination or expiry of this Agreement, will survive the termination or expiry of this Agreement.

24. LIAISON BETWEEN THE PARTIES

- 24.1 The Parties agree to liaise through the following persons or their successors, duly authorized by the Parties thereto:

For the SANParks: Ms Megan Taplin
Park Manager: Table Mountain National Park
Email: megan.taplin@sanparks.org

Alternate contact person: Mr Johan Taljaard
Regional General Manager: Cape
Email: johan.taljaard@sanparks.org

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For Cape Nature: Dr Ernst Baard
Executive Director: Conservation Operations
Email: ebaard@capenature.co.za

Alternate contact person: Mr Deon Hignett
Capabilities Manager: Biodiversity Conservation
Email: dhignett@capenature.co.za

For the City: Ms Julia Wood
Manager – Biodiversity Management Branch
Email: Julia.Wood@capetown.gov.za
Phone number: 021 444 1761 / 021 444 3990

Alternate contact person: Mr Keith Wiseman
Manager: Environmental Compliance
Email: Keith.Wiseman@capetown.gov.za
Phone number: 021 487 2283

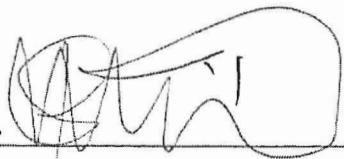
SIGNED AT Pretoria ON THIS 5 DAY OF June 2023




Ms. Hapiloe Sello on behalf of the
SANParks duly authorised


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AS WITNESSES:

1. Phopuq Setzeni Mokoena 
Name and Surname Signature

2. Shan Tafard 
Name and Surname Signature


SIGNED AT Claremont ON THIS 8 DAY OF March 2023


Dr. Razeena Omar on behalf of
CapeNature, duly authorised

AS WITNESSES:

1. Lee-Xavier Schoonraad 
Name and Surname Signature

2. Tabassum Paleker 
Name and Surname Signature

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SIGNED AT CAPE TOWN ON THIS 6TH DAY OF JULY 2023



Mr Lungelo Mbandazayo on behalf
of the City of Cape Town,
duly authorised

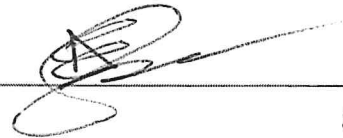
AS WITNESSES:

1. GAYLE POSTINGS
Name and Surname

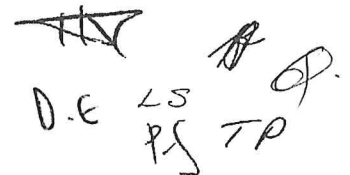


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2. DUWAYNE ESAU
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