

TREATY

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF
BOTSWANA,**

**THE GOVERNMENT OF THE REPUBLIC OF
SOUTH AFRICA**

AND

**THE GOVERNMENT OF THE REPUBLIC OF
ZIMBABWE**

**ON THE ESTABLISHMENT
OF THE
GREATER MAPUNGUBWE TRANSFRONTIER CONSERVATION AREA**

TABLE OF CONTENTS

	PAGE
Preamble	3
Article 1 Definitions	4-5
Article 2 Establishment	5
Article 3 Geographic delimitation	6
Article 4 Objectives	7
Article 5 Principles	8
Article 6 Co-operation	8-9
Article 7 Security and Borderline Control	9-10
Article 8 Implementation	10
Article 9 Institutional Framework	10-11
Article 10 The Ministerial Committee	11
Article 11 The Joint Management Board	12
Article 12 The Co-ordinating Party	13
Article 13 Management Plans	13-14
Article 14 Financing	14
Article 15 Settlement of Disputes	14
Article 16 Amendments	15
Article 17 Reservation	15
Article 18 Depository	15
Article 19 Entry into Force	15-16
Article 20 Withdrawal or Termination	16
Annexure Map of the Area	

PREAMBLE

The Government of the Republic of Botswana (hereinafter referred to as “Botswana”), the Government of the Republic of South Africa (hereinafter referred to as “South Africa”) and the Government of the Republic of Zimbabwe (hereinafter referred to as “Zimbabwe”) (hereinafter jointly referred to as the “Parties” and in the singular as a “Party”);

RECOGNISING the principle of the sovereign equality and the territorial integrity of their states;

TAKING INTO ACCOUNT the benefits to be derived from close co-operation and the maintenance of friendly relations with each other;

CONSCIOUS of their responsibility to conserve and sustainably use natural and cultural heritage resources for the benefit of present and future generations;

ACKNOWLEDGING the necessity to conserve the environment and shared natural and cultural heritage resources for the benefit of all the people of Southern Africa;

RECOGNISING the important role of the private sector and local communities in the promotion and sustainable use of natural and cultural heritage resources;

RECALLING that the Parties establishing the Greater Mapungubwe Transfrontier Conservation Area are signatories of, or Parties to, the Convention on Biological Diversity (Rio de Janeiro, 1992), the United Nations Convention to Combat Desertification (Paris, 1994), the Treaty of the Southern African Development Community (SADC) (Windhoek, 1992), the World Heritage Convention (2003), the Southern African Development Community Wildlife Policy (1997), the Southern African Development Community Protocol on Wildlife Conservation and Law Enforcement (Maputo, 1999), the Convention on International Trade in Endangered Species of Wild Flora and Fauna (CITES) (Washington, 1973), as well as other Conventions and Agreements of relevance; and

DESIRING to promote ecosystem integrity, biodiversity conservation, cultural heritage resources management and sustainable socio-economic development across international boundaries;

HEREBY AGREE as follows:

ARTICLE 1

Definitions

In this Treaty:

- (a) “conservation” means the protection, maintenance, rehabilitation, restoration and enhancement of ecological processes, natural and cultural heritage resources and the environment;
- (b) “conservation area” means an area designated for conservation;
- (c) “Co-ordinating Party” means a Party which on a rotational basis of two (2) years shall be responsible for routine initiation of meetings and achievement of the overall co-ordination of activities relating to the management of the Greater Mapungubwe Transfrontier Conservation Area (TFCA), as provided for in Article 12;
- (d) “Cultural Heritage Resources” means any physical and spiritual property associated with the past and the present human use or occupation of the environment, cultural activities and history;
- (e) “JMB” means the Joint Management Board as provided for in Article 11;
- (f) “Joint Management Plan” means the management plan for the TFCA as provided for in Article 13(2);
- (g) “local communities” or “communities” means groups of people living in and adjacent to the area of the TFCA, bound together by social, cultural and economic relations based on shared interests;

- (h) “Management Plan” means the specific plan providing for the management of a constituent area making up the TFCA as provided for in Article 13(1);
- (i) “Ministerial Committee” means the Ministerial Committee as provided for in Article 10;
- (k) “National Implementing Agency” means a national institution as formally designated by each Party which shall be responsible for the effective management of the TFCA, as provided for in Article 8;
- (l) “Stakeholders” means individuals or groups of individuals or representative organisations such as, but not limited to, local or district authorities, local communities, private landowners and conservation organisations, with a stake or direct interest in the management of a TFCA or a right recognised under the laws of the Parties in the areas comprising the TFCA; and
- (m) “TFCA” means the Greater Mapungubwe Transfrontier Conservation Area as established in Article 2 and delimited in Article 3.

ARTICLE 2

Establishment

The Greater Mapungubwe Transfrontier Conservation Area is hereby established.

ARTICLE 3

Geographic delimitation

- (1) The TFCA shall comprise of the following areas:
 - (a) In Botswana, the area known as: -

Northern Tuli Game Reserve (comprising of the properties listed in Annexure A)
 - (b) in South Africa, the areas known as -

Mapungubwe National Park and World Heritage Site (comprising of the properties listed in Annexure B);
 - (c) in Zimbabwe, the areas known as -
 - i) Tuli Circle Safari area;
 - ii) Maramani Communal Lands;
 - iii) Machuchuta Communal Lands;
 - iv) Sentinel Ranch;
 - v) River Ranch;
 - vi) Nottingham Estate.
- (2) A map of the area of the TFCA is attached as Annexure C.
- (3) In defining the geographic areas intended for inclusion in the TFCA and mentioned in sub-article (1), it is understood that this does not preclude the later inclusion of additional areas into the TFCA, provided that such inclusion shall be done by a decision of the Ministerial Committee and in accordance with Article 6 and other relevant Articles in this Treaty and the Treaty be amended accordingly..

ARTICLE 4**Objectives**

The objectives of the TFCA shall be to:

- (a) foster trans-national collaboration and co-operation between the Parties which will facilitate effective ecosystem and cultural heritage resources management in the TFCA;
- (b) promote alliances in the management of biological natural resources and cultural heritage resources by encouraging social, economic and other partnerships among the Parties and Stakeholders;
- (c) enhance ecosystem integrity and natural ecological processes by harmonising environmental management policies and procedures across international boundaries and striving to remove artificial barriers impeding the natural movement of wildlife;
- (d) facilitate the establishment and maintenance of a sustainable sub-regional economic base through appropriate development frameworks, strategies and work plans;
- (e) develop trans-border eco-tourism as a means of fostering regional socio-economic development; and
- (f) establish mechanisms to facilitate the exchange of technical, scientific and legal information for the joint management of the ecosystem.

ARTICLE 5

Principles

- (1) The sovereign rights of each Party shall be respected, and no Party shall impose decisions on another.
- (2) The process of managing the TFCA shall be done through joint decision-making by the institutions established by this Treaty.
- (3) The Parties undertake to follow relevant regional and international treaties and protocols in the development and management of the TFCA.

ARTICLE 6

Co-operation

The Parties shall ensure that the TFCA is managed in accordance with the objectives, as outlined in Article 4, and in particular the Joint Management Plan.

The Parties shall:

- (a) consult, assist and support each other in the implementation of this Treaty;
- (b) ensure full stakeholder participation, through consultation and representation within their respective countries;
- (c) promote an integrated and co-ordinated management of the TFCA for its optimal benefit;

- (d) use their best endeavours to harmonise legislation and policies to facilitate integrated and complementary conservation and socio-economic development activities;
- (e) ensure that effective measures are implemented and maintained to address issues relating to customs and immigration, security and borderline control, public health, animal diseases; and other matters which affect relations between the Parties;
- (f) endeavour to synchronize related cross-border development actions; and
- (g) enter into further agreements which may be required to give effect to the objectives of this Treaty.

ARTICLE 7

Security and Borderline Control

- (1) The defence, police, security and other state agencies responsible for national border integrity of the respective Parties shall cooperate to ensure effective security and borderline protection and control with regards to the TFCA in accordance with the domestic law of each Party.
- (2) The Parties undertake that where necessary, the activities of such state agencies shall be coordinated between the Parties and shall be executed with due consideration to the management objectives and tourism activities in the TFCA.
- (3) The Parties further undertake that where agreement to that effect has been reached, fences shall be erected or retained and that the condition of such fences shall meet such specifications and standards as may be agreed upon. Where such fences have been agreed on, each Party shall be responsible for the cost of erecting and maintaining such

fences on its territory, unless the Parties agree to share the expenses relating to erecting and maintaining the fences.

- (4) Where fences have been removed from international boundaries, each Party shall respect the sovereign rights of a bordering Party and shall not allow its officials to cross into a bordering Party's territory, unless previously agreed upon through either arrangement with the JMB or appropriate communication between designated security or other relevant agencies of the Parties.

ARTICLE 8

Implementation

Each Party shall:

- (1) designate a National Implementing Agency responsible for the effective management of the respective constituent areas within its territory;
- (2) delegate such powers and functions to its National Implementing Agency as are required for the effective implementation and co-ordination of all activities relating to the management of the TFCA.

ARTICLE 9

Institutional Framework

The following bodies shall be responsible for managing the TFCA:

- a) The Ministerial Committee;

- b) the Joint Management Board;
- c) the Co-ordinating Party; and
- d) such other bodies as may be established in terms of Article 11(2)(d).

ARTICLE 10

The Ministerial Committee

- (1) The Ministerial Committee is hereby established and shall be composed of the following Ministers:
 - (a) in Botswana the Minister responsible for environment, wildlife and tourism;
 - (b) in South Africa the Minister responsible for water and environmental affairs; and
 - (c) in Zimbabwe the Minister responsible for environment and natural resources ?
- (2) The Ministerial Committee shall:
 - (a) be responsible for the overall policy guidance in the management of the TFCA;
 - (b) be chaired on a rotational basis;
 - (c) meet at least once a year; and
 - (d) monitor the effectiveness of the implementation of the Joint Management Plan.
 - (e) oversee the functioning and effective management of the JMB and other bodies that may be established.
- (3) The decisions of the Ministerial Committee shall be taken by consensus.

ARTICLE 11

The Joint Management Board

- (1) The JMB is hereby established and shall be composed of the following representatives:
 - (a) two from each of the National Implementing Agencies of the Parties;
 - (b) one from the national institutions of the Parties responsible for security and borderline control ;
 - (c) two appointed as deemed fit by each of the Parties.
- (2) The JMB shall:
 - (a) be responsible for the implementation of the Joint Management Plan for the TFCA, and its revision as and when required, in accordance with Article 13 (2);
 - (b) determine mechanisms for administering funds received specifically for the TFCA;
 - (c) be responsible for identifying financial needs and sourcing such funds as are required to achieve the effective implementation of the Joint Management Plan;
 - (d) establish such other bodies as may be necessary;
 - (e) provide reports to the Ministerial Committee.
- (3) The meetings of the JMB shall be held on a quarterly basis and shall be chaired and hosted on a rotational basis.
- (4) The decisions of the JMB shall be taken by consensus.
- (5) A quorum at all meetings of the JMB shall consist of six (6) representatives of whom one shall be an appointee of the National Implementing Agency of each of the Parties and one other representative from each of the Parties.

ARTICLE 12

The Co-ordinating Party

- (1) One of the Parties shall be designated by the Ministerial Committee on a rotational basis for a period of two (2) years as Co-ordinating Party for the management of the TFCA on the recommendation by the JMB.
- (2) A Party may elect to forfeit its designation as Co-ordinating Party, in which event the function shall rotate to the next eligible Party.
- (3) The Co-ordinating Party shall:
 - a) co-ordinate the activities associated with the management of the TFCA;
 - b) ensure that an effective JMB is maintained, with full representation by all the Parties and that a working programme focussed on achieving the objectives of the TFCA is implemented ;
 - c) co-ordinate, with full participation of all relevant stakeholders, the effective implementation and revision of the Joint Management Plan for the TFCA;
 - d) apply, in the management of the TFCA, principles, processes and procedures which are in accordance with the relevant regional and international treaties and protocols;
 - e) prepare reports for the Ministerial Committee and the JMB;
 - f) facilitate the convening of meetings to implement this Treaty; and
 - g) liaise with the Parties to identify joint activities that require funding

ARTICLE 13

Management Plans

- (1) Each National Implementing Agency shall develop a Management Plan for its areas and revise it as and when required.

- (2) The JMB shall develop and implement an overall, Joint Management Plan and revise it as and when required. This Joint Management Plan shall address conservation, cultural, tourism and revenue matters, and other issues of common interest and mutual impact.

ARTICLE 14

Financing

- (1) Each Party shall, in accordance with its domestic policies, contribute financially towards the development of the TFCA through its normal budgeting procedure or any other source.
- (2) The administration of funds shall be undertaken through the mechanisms determined by the JMB in terms of Article 11 (2) (b) which may include the National Implementing Agencies.
- (3) The JMB may undertake such financial transactions as it may be authorised and in accordance with such procedures as may be established by the Ministerial Committee.

ARTICLE 15

Settlement of Disputes

- (1) In the event of any dispute arising between the Parties as to the interpretation, application or implementation of this Treaty including its existence, validity or termination, such disputes shall be settled amicably through consultation and negotiation between the Parties through the diplomatic channels, or be referred for mediation.
- (2) Should the dispute not be resolved in any manner referred to above, any Party may submit the dispute to the SADC Tribunal for final and binding resolution

ARTICLE 16

Amendments

This Treaty may be amended by mutual consent of the Parties through Exchanges of Notes between the Parties through the diplomatic channels.

ARTICLE 17

Reservation

This Treaty shall not be subject to any reservations.

ARTICLE 18

Depository

The Executive Secretary of the SADC shall be the depository of this Treaty, who shall transmit a certified true copy thereof to the Secretary General of the United Nations.

ARTICLE 19

Entry into Force

- (1) This Treaty shall enter into force on the date on which each Party has notified the other in writing, through the diplomatic channels, of its compliance with the constitutional

- ## ARTICLE 20

- (1) Any Party may give twelve (12) months' written notice in advance to the other Parties through the diplomatic channels of its intention to withdraw from this Treaty, in which event the Treaty shall remain in force between the remaining two Parties.
- (2) In the event where the Treaty enters into force between two of the Parties it shall remain in force until terminated by any of them giving twelve (12) months' written notice in advance to the other Party through the diplomatic channel of its intention to terminate it.
- (3) Any Party giving notice of its intent to withdraw from or terminate the Treaty, shall remain bound by the terms and conditions of the Treaty during the twelve (12) months period of notice.

DONE at _____ on this _____ day of _____ 2010.

FOR THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA

FOR THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

FOR THE GOVERNMENT OF THE REPUBLIC OF ZIMBABWE

ANNEXURE A

BOTSWANA

1. Safari Remainder
2. Safari Ptn 3
3. Safari Ptn 4
4. Safari Ptn 9
5. Safari Ptn 8
6. Safari Ptn 7
7. Safari Ptn 6
8. Safari Ptn 5
9. Majali Ptn 1
10. Dopotta Ptn 2
11. Loensa La Moridi Ptn 1
12. Loensa La Moridi Ptn 3
13. Fairfield 42 MR
14. Helena 41 MR
15. Tiganie 43 MR
16. Riven Hill 44 MR
17. Uitspan MS
18. Merry Hill 4 MS Ptn 1-5
19. Merry Hill 4 MS Remainder
20. Glennel 5 MS Ptn 1
21. Glennel 5 MS Ptn 2
22. Glennel 5 MS Ptn 3
23. Glennel 5 MS Remainder
24. Charter Reserve 6 MS Ptn 1-4
25. Charter Reserve 6 MS Ptn 7
26. Charter Reserve 6 MS Remainder
27. Oorwoud

ANNEXURE B

SOUTH AFRICA

1. Rhodesdrift 22 MS
2. Welton 16 MS
3. Tuscanen 17 MS Portion 3
4. Den Staat 27 MS Remainder
5. Greefswald 37 MS
6. Riedel 48 MS
7. Balerno 18 MS Remainder
8. Little Muck 26 MS
9. Armenia 20 MS
10. Mona 19 MS

See below list of De Beers properties

Venetia Limpopo Nature Reserve	
Anglican	24 MS
Blyklip	25 MS
Drumsheugh	99 MS
Edmonsbury	32 MS
Elesger	98 MS
Endora	66 MS
Faure	33 MS
Flora	64 MS
Halcyon (portion)	21 MS
Hartebeestfontein	35 MS
Hilda	23 MS

Krone	104 MS
Little Bess (portion)	70 MS
Lizzulea	62 MS
Luna	61 MS
Melisande	67 MS
Oriental	60 MS
Patricia	65 MS
Regina	68 MS
Rugen (portion)	105 MS
Schroda	46 MS
Stindal (portion)	36 MS
Venetia	103 MS
Little Muck Nature Reserve	
Mona	19 MS
Armenia	20 MS
Little Muck	26 MS
Farm Janberry	
Stindal	30 MS
Le Reve	39 MS
Hamilton	41 MS

ANNEXURE C

ZIMBABWE

- 1.Tuli Circle Safari Area;
- 2.Maramani Communal Lands;
- 3.Machuchuta Communal Lands;
- 4.Sentinel Ranch;
5. Nottingham Estates

ANNEXURE D



