



MEMORANDUM OF AGREEMENT

between

The Minister of Water and Environmental Affairs

The Free State Land Owners Association

a voluntary association duly constituted as such having its principal place of business at Fick Hollenbach & Partners, 23 Church Street, Parys, 9585. Herein represented by Johan Beytel in his capacity as the **Chairman of the Association**;

The North West Dome Landowners Association

a voluntary constitution duly constituted as such having its principal place of business at Fountain Chambers, West Court, Ground Floor, Duma Nokwe Group, 86 Maude Street, Sandton. Herein represented by DeWaal Nigrini in his capacity as **Chairman of the Association**; and

Dome Meteorite Park

an association incorporated under Section 21 of Act 61 of 1973, with registration number 2004/001957/08 having its principal place of business at c/o Bruce du Plooy Auditors, 390 Church Street, Potchefstroom. Herein represented by Mr Gideon Petrus Schoeman in his capacity as **Chairperson**;

collectively referred to as the "Parties"

for the

MANAGEMENT OF VREDEFORT DOME WORLD HERITAGE SITE

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WHEREAS THE PARTIES RECOGNISE THAT:

The Memorandum of Agreement is the result of a mediated process between the Parties, where the matters mentioned below were referred to mediation:

- (i) the draft Regulations governing the Vredefort Dome World Heritage Site;
- (ii) management of the Vredefort Dome World Heritage Site in accordance with the World Heritage Convention Act, 1999 (Act No. 49 of 1999);
- (iii) the Integrated Management Plan;
- (iv) development guidelines and any specialist studies that may be required (for example, an environmental management framework);

The Vredefort Dome World Heritage Site is of global significance and has outstanding universal value;

The Vredefort Dome World Heritage Site comprises of predominantly private owned land;

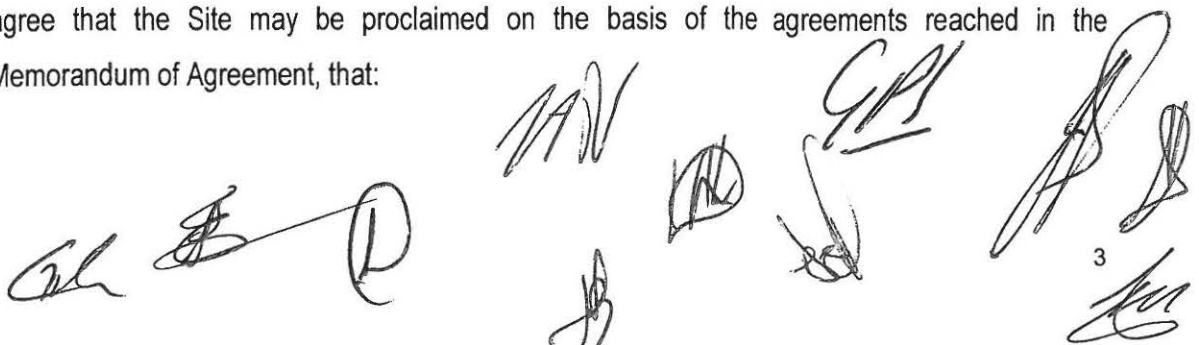
Owners of private land in the Vredefort Dome World Heritage Site shall not be deprived of their existing rights relating to the existing lawful use of the land, by the proclamation of the area as a World Heritage Site, save where such rights threaten the Site's outstanding universal value;

The Vredefort Dome World Heritage Site must be managed holistically but different requirements may be provided for areas within the Site that are regarded as sensitive areas;

The Memorandum of Agreement is entered into to allow for the proclamation of the Vredefort Dome as a World Heritage Site and for the establishment of a management authority;

NOW THEREFORE:

The Parties, through this Memorandum of Agreement, wish to formalise the relationship and agree that the Site may be proclaimed on the basis of the agreements reached in the Memorandum of Agreement, that:



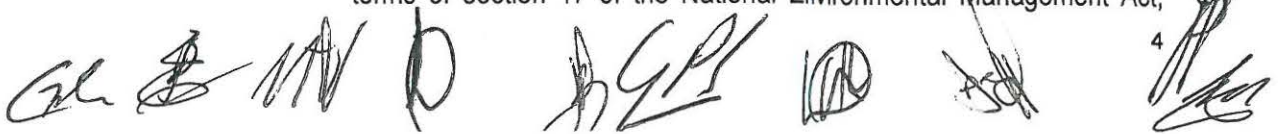
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1. **DEFINITIONS**

1.1 Words and phrases used in this Memorandum of Agreement shall, unless the context clearly requires a contrary interpretation, have the meanings given below:

- (a) "Board" means the Board referred to in section 14 of the World Heritage Convention Act, 1999 (Act No. 49 of 1999), hereinafter referred to as the "World Heritage Convention Act", and established for the Vredefort Dome World Heritage Site;
- (b) "Department" means the Department of Environmental Affairs;
- (c) "Site" means the Vredefort Dome World Heritage Site as inscribed on the List of World Heritage Sites;
- (d) "Outstanding Universal Value" means the description by UNESCO as described in Annex 1;
- (e) "Sensitive areas" means any area within the Site, scientifically identified as a sensitive area necessary for the management, protection, conservation and transmission of the Outstanding Universal Value of the Site having regard to UNESCO's considerations for inscribing the Site on its list of World Heritage Sites;
- (f) "Land Owners" or "Owners" means the registered owners of immovable property on the site or their representatives, if the registered owner is a legal entity or trust;
- (g) "effective date" means the date on which the last signing party signs this MoA;
- (h) "MoA" means this Memorandum of Agreement;
- (i) "Parties" means the Parties to this MoA who are signatories to this MoA;
- (j) "The mediator" means the Mediation Team appointed by the Minister in

terms of section 17 of the National Environmental Management Act,



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1998 (Act 107 of 1998).

2. **PURPOSE OF THE MEMORANDUM OF AGREEMENT**

2.1 This MoA sets out certain rights and obligations of the Parties and the manner in which the Parties will cooperate with each other in order to establish the management authority for the Site from the Effective Date.

2.2 Nothing in this MoA shall have the effect of, or be interpreted as:

- (a) affecting any Constitutional or statutory mandate of any Party;
- (b) affecting any existing lawful land uses, especially farming activities save where farming activities threaten the Site's outstanding universal value.

3. **PRINCIPLES**

3.1 The Parties agree to the following principles in their efforts to achieve the objectives of this MoA, that:

- (a) the rights of private landowners to their property are protected as provided for in section 25 of the Constitution of the Republic of South Africa, 1996;
- (b) landowners' rights to the existing lawful use of private property, the right to a safe, undisturbed and quiet enjoyment of landowners property, may not be restricted, deprived, save where the exercise of such rights threaten the Site's outstanding universal value;
- (c) landowners shall not undertake any actions which will compromise the outstanding universal value of the site;
- (d) the Parties must cooperate with each other in an open and transparent manner;
- (e) management of the Site must be inclusive, transparent, based on

principles of good corporate governance and be guided by the

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approved Integrated Management Plan and the World Heritage Convention Act; and

(f) the integrity and outstanding universal value of the Site will be maintained.

3.2 The Parties agree to cooperate with each other in good faith and mutual understanding, and seek consensus to ensure that the integrity and outstanding universal value of the Site will be maintained.

3.3 The Minister shall notify the other Parties, at least 10 (ten) working days, prior to the proclamation of the site.

4. **MANAGEMENT AUTHORITY**

4.1 The Minister recognises that the land in the Site is predominantly privately owned and as such undertakes, subject to the legislative process as set out in the World Heritage Convention Act, to ensure that the landowners are established to be the authority, in terms of section 9 of the World Heritage Convention Act, to manage the Site.

4.2 The management authority shall comprise of a Board of 9 members and an Executive Staff Component.

4.3 The landowners of immovable property in the Site, at the invitation of the Minister and in accordance with the procedure set out in section 14 (2) of the World Heritage Convention Act will nominate the representatives to serve on the Board including the independent Chairperson.

4.4 The Minister must, in exercising the discretion under section 14 of the World Heritage Convention Act, have regard to the fact that the land in the Site is predominantly privately owned and appoint to the Board, persons nominated by the landowners in terms of subsection (3) above, who can contribute to the proper functioning of the Authority of which a minimum of 6 appointees must be Dome landowners.

4.5 It is specifically agreed that the Free State Land Owners Association, the North West Dome Landowners Association and the Dome Meteorite Park will have at least 2 (two) appointees, each nominated to represent them on the Board for the first 5 (five) years



which is subject to the procedure set out in section 14 of the World Heritage Convention Act.

4.6 The Chairperson of the Board must be independent, in that such person may not have an interest in the Vredefort Dome.

4.7 The Management authority shall have the powers and duties reasonably necessary to effectively fulfil the duties of an Authority, to ensure the protection, conservation, presentation and transmission of the outstanding universal value of the Site, as determined by the Minister, which shall be published and gazetted in terms of the World Heritage Convention Act. The Minister, through the Department, will provide the necessary administrative support services until the management authority is established and a Chief Executive Officer and executive staff component have been appointed.

4.8 The interim administrative support referred to above, to be provided by the Minister, shall include the following:

- (a) a secretariat for the Board; and
- (b) an administrative officer.

5. **SHORT-TERM OBLIGATIONS OF THE PARTIES**

5.1 Upon proclamation of the Site and the appointment of the Management Authority in terms of the World Heritage Convention Act, the Management Authority shall, within six (6) months from their establishment, ensure that the following are in place for the Site

- (a) business plan and budget for the management authority;
- (b) an Integrated Management Plan; and
- (c) development guidelines.

5.2 The Department shall:

- (a) provide specific training on the responsibilities and functions of the Management Authority within 6 months of their establishment; and

- (b) in the event that the Regulations for the Site have not been finalised prior to proclamation of the Site, ensure that the Regulations are finalised.

6. **THE BOARD AND THE EXECUTIVE STAFF COMPONENT**

The Board is responsible for the powers and duties stipulated in section 15 of the Act and the Executive Staff Component is responsible for the day-to-day administration provided in section 19 of the Act and for giving effect to the policy decisions of the Board.

7. **BUDGET AND FUNDING**

7.1 The Department undertakes to provide funding, as per the relevant prescripts that regulate public funds, to cover all reasonable expenses and the approved stipulated fees relating to the activities of the management authority.

7.2 Upon approval of the Business Plan, the approved budget that is made available to the management authority must be adequate to allow the management authority to fulfil its obligations and duties as provided for by this MoA and so that it can give effect to the protection, conservation presentation and transmission of the outstanding universal value of the Site.

8. **FINANCIAL MANAGEMENT**

The management authority must comply with the financial and reporting provisions of the Regulations published under the Public Finance Management Act, 1999 (Act No.1 of 1999) and Chapter VI of the World Heritage Convention Act, especially with regard to:

- (a) exercising its powers and delegations; and
- (b) the auditing requirements.

9. **REGULATIONS**

The Parties agree that proposed regulations for the Site that were and continue to be developed, must consider and reflect the principles contained in clause 3 of this MOA.



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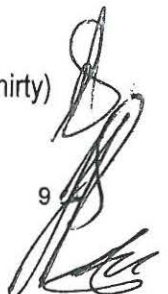
10. **DISPUTE RESOLUTION**

Any disagreement or dispute arising between the Parties with regard to implementation, application, interpretation or breach of this MoA shall be settled as follows:

- 10.1 A disagreement or dispute must be initiated in writing.
- 10.2 The Parties must initially make all reasonable efforts to settle any such difference or dispute through consultation and negotiation.
- 10.3 Should either Party allege that there has been any non-compliance by the other party, in respect of any of the material terms and conditions of this MoA, the duly appointed on-site representatives of the Parties must first attempt to resolve the matter amicably.
- 10.4 Should settlement not be achieved in terms of clause 10.3 above, the Party alleging non-compliance with this MoA shall, in writing, advise the other Party of its non-compliance.
- 10.5 The Party against whom material non-compliance is alleged must respond to the written allegation of the other Party within 7 (seven) days of receiving written notification of non-compliance from the other Party.
- 10.6 The Parties should convene a meeting within 10 (ten) calendar days after the date of the correspondence referred to in paragraph 10.5 above, has been received by the particular Party.
- 10.7 At the aforesaid meeting, the Parties shall attempt to reach agreement in relation to whether or not any Party has failed to comply with any of the material terms and conditions of this MoA.
- 10.8 If the Parties fail to reach agreement as envisaged in 10.7 above within 30 (thirty) days of the dispute, both Parties shall, by agreement, appoint an impartial mediator. Should the Parties not be able to agree on a mediator, then it is agreed that the Law Society of the Northern Provinces shall appoint a mediator.

11. **TERMINATION OF THIS MOA**

The MoA may be terminated by the mutual written consent of all Parties on 30 (thirty) calendar days written notice.



12. DURATION, EXECUTION AND AMENDMENT OF THE MOA

- 12.1 This MoA will commence on the Effective Date and will remain in effect unless terminated in terms of clause 11 above.
- 12.2 The MoA together with all its annexures constitutes the whole MoA between the Parties relating to the subject matter of the MoA.
- 12.3 There are no other conditions, representations, whether oral or written and whether expressed or implied, applicable to this MoA, save for those contained in this MoA.
- 12.4 No amendment, alteration, addition or variation of the MoA shall be of any force or effect unless reduced to writing and signed by the Parties.
- 12.5 Such changes shall be incorporated as a written change to the MoA, and the MoA shall be reissued in full as a new version.
- 12.6 Neither Party shall be entitled without the prior written consent given by the duly authorised official of the other Party to cede, delegate or otherwise transfer any of its rights and/or obligations in terms of this MoA.
- 12.7 Neither Party will have the right, according to this MoA, to make a supposition to the effect that it is allowed to act as an agent or official of the other Party.

13. DOMICILIUM

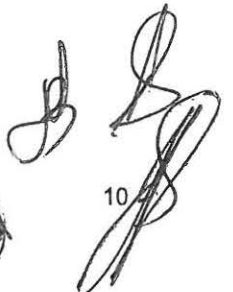
- 13.1 The Parties choose the physical addresses set out hereunder as their *domicilia citandi et executandi* for all purposes under this Agreement:

13.1.1 Name of Party: **Minister of Water and Environmental Affairs**

Physical Address: Department of Environmental Affairs
Fedsure Forum Building
Cnr Van der Walt and Pretorius Streets
Pretoria
0001

13.1.2 Name of Party: **Free State Land Owners Association**

Physical Address: Fick Hollenbach & Partners



23 Church Street
Parys
9585

13.1.3 Name of Party: **North West Dome Landowners Association,**

Physical Address: Fountain Chambers

Duma Nokwe Group

86 Maude Street

Sandton

13.1.4 Name of Party: **the Dome Meteorite Park**

Physical Address: c/o Bruce du Plooy Auditors

3390 Church Street


Potchefstroom

13.2 Notice of change of address must be given in writing, by the Party concerned and delivered by registered mail to the other Parties.

14. **SIGNATORIES**

SIGNED BY:

Bomo Edith Edna Molewa., who hereby warrants that she is duly authorised to sign this MoA as the **National Minister of Water and Environmental Affairs**



Designation: Minister

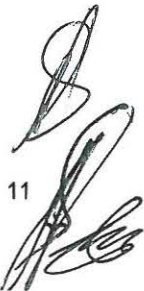
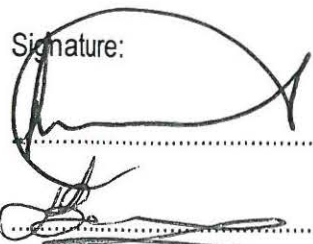
Date: 2012/05/26

As Witnesses:

1. FGMketeni

2. D. B. b

Signature:



S. S. BEYTELL, who hereby warrants that she/he is duly authorised to sign this MoA on behalf of the **Free State Land Owners Association**

[Signature]
Designation: Chairperson

Date: 26-05-2012

As Witnesses:

Signature:

1. H. J. U. J.

[Signature]

2. P. J. L. ERDMAN

[Signature]

Danool Keet Nigri, who hereby warrants that s/he is duly authorised to sign this MoA on behalf of the **North West Dome Landowners Association**

[Signature]

Designation: Chairman Date: 26 May 2012

As Witnesses:

Signature:

1. C. F. Reed

[Signature]

2. S. de la Harpe

[Signature]

....., who hereby warrants that s/he is duly authorised to sign this MoA on behalf of the **Dome Meteorite Park**

[Signature]

Designation: Chairman Date: 26 May 2012

As Witnesses:

Signature:

1. S. de la Harpe

[Signature]

2. CHRISTO MEYER

[Signature]

[Signatures]

ANNEX 1

VREDEFORT DOME STATEMENT OF OUTSTANDING UNIVERSAL VALUE, SOUTH AFRICA

Property	Vredefort Dome
State Party	South Africa
Id. N°	1162
Date of inscription	2005

Brief synthesis

The Vredefort Dome is 120 km south west from Johannesburg. The property represents a unique geological phenomenon formed about 2 023 million years ago and is the oldest and largest known meteorite impact structure on earth. Within the area, geological strata comprising the middle to upper zones of the earth's crust, developed over a period of more than 3 200 million years are exposed. All the classical related characteristics of a large astrobleme are found in the property. This multi-ring structure formed by the impact scar illustrates the effect of shock metamorphism of rocks, transformation of crystal structures and shatter cones of the immense force created by the impact.

Criterion (viii): Vredefort Dome is the oldest, largest, and most deeply eroded complex meteorite impact structure in the world. It is the site of the world's greatest single, known energy release event. It contains high quality and accessible geological (outcrop) sites which demonstrate a range of geological evidences of a complex meteorite impact structure. The rural and natural landscapes of the serial property help portray the magnitude of the ring structures resulting from the impact. The serial nomination is considered to be a representative sample of a complex meteorite impact structure. A comprehensive comparative analysis with other complex meteorite impact structures demonstrated that it is the only example on earth providing a full geological profile of an astrobleme below the crater floor, thereby enabling research into the genesis and development of an astrobleme immediately post impact.

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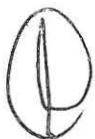
Integrity

The serial World Heritage property which is about 30,111 ha, is made up of a main component area of 30,108 ha and 3 satellite components of 1 ha each. The property of the Vredefort Dome includes key geological (outcrop) sites which demonstrate classic complex meteorite impact structure phenomena. A comprehensive comparative analysis with other complex meteorite impact structures demonstrated that it is the only example on earth providing a full geological profile of an astrobleme below the crater floor, thereby enabling research into the genesis and development of an astrobleme immediately post impact. This serial property is surrounded by a 5 km buffer zone that is designed to ensure the property's long term protection against external development threats.

Protection and management requirements

Provision of legal protection and the establishment and maintenance of an effective management system involving all relevant stakeholders are essential requirements for this property.

The national World Heritage Convention Act of 1999 is to be applied to the World Heritage property following the completion of the national designation process. Various legal instruments are also applicable to ensure the protection of the property: These pieces of legislation include the Environmental Conservation Act (Act No. 73 of 1989), the National Environmental Management Act, 1998 (Act No. 107 of 1998), the Physical Planning Act (Act No. 88 of 1967), the Subdivision of Agricultural Land Act, 1970 (Act No 70 of 1970), the Free State Township Ordinance (Ord. No. 9 of 1969), National Environmental Management Biodiversity Act, 2004 (Act No. 10 of 2004) and the Free State Nature Conservation Ordinance (Ord. No. 8 of 1969). In terms of these laws, all development within or outside the property is subjected to an environmental impact assessment. Once the World Heritage Convention Act also applies to this property, it will automatically be recognized as a protected area in terms of the National Environmental Management: Protected Areas (Act 57 of 2003). Protection in terms of the latter legislation also implies that mining or prospecting will be completely prohibited within the property or its buffer zone. The management of the property is to be guided by a multi-stakeholder Vredefort Dome Steering Committee and carried out on an interim basis by the Vredefort Dome Inter-Provincial Task Team. A framework defining roles and responsibilities is required. The future Management Authority is to oversee the implementation of the integrated management plan, taking into account the existing State Party's action plan and draft management guidelines regarding the



coordination of land-uses, development pressures, visual integrity, presentation and visitation of this World Heritage property.

An integrated management plan is required for the serial property so as to address the critical issues of the enforcement of the special land use planning requirements for the private property farmlands within the serial property, the preservation of the aesthetic rural/natural landscape and the protection, presentation of and public access to the clearly defined key satellite components. These conditions are essential to ensure that active conservation management is possible.

DEFINITION OF NATURAL HERITAGE

In terms of the WHCA the definition of the Natural Heritage Site is as follows:

For the purposes of the Convention, the following shall be considered as 'natural heritage': natural features consisting of physical and biological formations or groups of such formations, which are of outstanding universal value from the aesthetic or scientific point of view geological and physiographical formations and precisely delineated areas which constitute the habitat of threatened species of animals and plants of outstanding universal value from the point of view of science or conservation, natural sites of precisely delineated natural areas of outstanding universal value from the point of view of science conservation or natural beauty.