



**forestry, fisheries
& the environment**

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

Ref: O2/1/5/2

**NATIONAL ASSEMBLY
(For written reply)**

QUESTION NO. 1596 {NW1802E}

INTERNAL QUESTION PAPER NO. 15 of 2021

DATE OF PUBLICATION: 28 May 2021

Mrs C Phillips (DA) to ask the Minister of Forestry, Fisheries and the Environment:

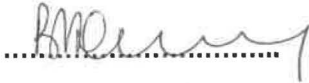
- (1) Whether she will furnish Mrs C Phillips with the relevant details of the relationship that her department and the SA National Parks (SANParks) have with the nongovernmental organisation, Care for Wild (CfW), which apparently receives orphaned rhinos from SANParks; if not, why not; if so,
 - (a) what
 - (i) is the nature and extent of all contractual agreements between SANParks and the specified NGO,
 - (ii) is the total number of rhinos sent by SANParks to CfW
 - (iii) amounts were paid by SANParks to the CfW for each of the past five financial years
 - (b) who has ownership of the rhinos and their offspring;
- (2) what (a) total number of rhinos have been returned to SANParks by CfW upon reaching maturity
(b) tender process was followed leading to the appointment of CfW to take care of SANParks rhino orphans;
- (3) what are the reasons that SANParks is unable to take care of its rhino orphans?

1596. THE MINISTER OF FORESTRY, FISHERIES AND THE ENVIRONMENT REPLIES:

- (1) (a) (i) South African National Parks (SANParks) and the Care for the Wild (CfW) entered into an agreement in December 2016. The objective of the agreement is for the CfW to assist SANParks with specialised rescue, rearing and rehabilitation of orphaned or injured rhino calves that are not yet weaned, which have been affected by poaching incidents or orphaned as a result of natural causes. The nature and extent of the contractual agreements between SANParks and Care for the Wild (CfW) is outlined in the attached Rhino Calves Co-operation Agreement (**Appendix A**).
- (ii) The total number of SANParks rhinos at CfW is as follows; 40 white rhino and 4 black rhino (total 44).
- (iii) SANParks has not paid any money to CfW during the past five financial years. The Peace Parks Foundation provided some initial funding for the care of SANParks rhino at CfW. Subsequent to that, CfW has since carried the costs.
- (b) All SANParks rhinos at CfW are still owned by SANParks and no offspring have been born from the SANParks rhinos at CfW.
- (2) (a) No rhinos have been returned to SANParks from CfW due to quarantine restrictions implemented by the Department of Agriculture on 12 December 2016.
- (b) The agreement was set-up based on CfW's appropriate specialist facilities and expertise in caring for rhino calves orphaned through poaching events. The proximity of CfW to the Kruger National Park (KNP) was also another key factor, as it allows for the rapid transport of young calves to an appropriate care facility, including transporting the orphan rhinos by helicopter.
- (3) SANParks continues to take care of orphaned calves that are older than 10 months at the time of recovery from the field. At this age, calves are weaned to eat and develop appropriately on baled lucerne and grass as is provided in captivity. Calves younger than this age are taken to CfW as they are not yet weaned and require intensive management, including bottle-feeding and, on occasion, treatment of injuries.

SANParks does not have appropriate facilities or resources, including human capital, to provide the required intensive management for orphaned calves younger than 10 months of age.

Regards



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

DATE: 11/0/2021

RHINO CALVES CO-OPERATION AGREEMENT

entered into by and between

SOUTH AFRICAN NATIONAL PARKS

("SANParks")

And

CARE FOR WILD RHINO SANCTUARY NPC

("The Contractor")



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1 BACKGROUND

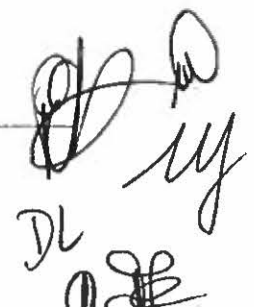
- 1.1 As a result of the current rhino poaching crisis in South Africa there is a dramatic increase in the number of injured and orphaned rhino calves in the country.
- 1.2 SANParks is managing national parks assigned to it by the Minister of Environmental Affairs in terms of the National Environmental Management: Protected Areas Act and committed to protect and conserve the national parks and their biodiversity, specifically rhino.
- 1.3 SANParks requires a rapid intervention and co-ordinated rescue and response network where appropriate rearing, handling and rehabilitation protocols are applied to successfully rescue and rehabilitate the rhino orphans and casualties back into free-ranging conditions with rhino conservation as a specific outcome.
- 1.4 The Contractor operates a rhino orphanage with special skill and commitment to provide for the specialised rescue, rearing and rehabilitation of rhino calves affected by poaching incidence.
- 1.5 SANParks wishes to co-operate with the Contractor on the use of the rhino orphanage in the interest of rhino conservation and the welfare and well-being of the rhino.

2 DEFINITIONS AND INTERPRETATION

- 2.1 In this Agreement, unless the context clearly indicates a contrary intention, the following terms shall have their meanings assigned to them hereunder, namely:
- 2.1.1 "Agreement" means this Agreement together with all annexures hereto;
- 2.1.2 "Annexure A" means the Operating Standards and Requirements for the rearing, treatment and rehabilitation of orphaned and injured rhino calves;
- 2.1.3 "Annexure B" means the Permit and Conditions and Requirements for the Operation of the Rhino Orphanage;
- 2.1.4 "Annexure C" mean the Workflow Chart that guides SANParks staff in decision making on how to handle each rhino calf that is found;
- 2.1.5 "Annexure D" means the format for monthly hosting cost per rhino calf as agreed between the Parties;
- 2.1.6 "Commencement Date" shall means the day when the first rhino calves are delivered to the Rhino Orphanage;



- 2.1.7 "Rhino Orphanage" means the rhino orphanage Care for Wild Africa Rhino Sanctuary operated by the Contractor in the Barberton district;
- 2.1.8 "the Contractor" means Care for Wild Rhino Sanctuary, a Non-Profit Company registered according to the laws of the Republic of South Africa with registration number 149-348 NPO, with its principal place of business being at Farm Riverside JU 245, with responsible person Petronella Erndina Nieuwoudt (MPB/R/0018), with tel 0828258735, e-mail petronel@careforwild.co.za;
- 2.1.9 "SANParks" means South African National Parks, a statutory body established in terms of the National Parks Act No. 57 of 1976 and continuing to exist in terms of section 54(1) of the National Environmental Management: Protected Areas Act 57 of 2003 (as amended), with its principle place of administration at 643 Leyds Street, Muckleneuk, Pretoria, Gauteng;
- 2.1.10 "Party/ies" means SANParks and the Contractor, individually or collectively, as the case may be;
- 2.1.11 "Signature Date" means the date of signature of this Agreement by the last signing Party,
- 2.2 References to this Agreement shall include the annexures to this Agreement.
- 2.3 The headings to the clauses in this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement.
- 2.4 Words and phrases defined in this Agreement shall also apply in the interpretation of the same words and phrases in annexures to this Agreement, save where specifically indicated to the contrary in such annexure.
- 2.5 Unless the context otherwise require:
- 2.5.1 the singular shall import and include the plural and vice versa;
- 2.5.2 words indicating a gender shall import and include other genders;
- 2.5.3 words indicating natural persons shall include juristic persons.
- 2.6 This Agreement shall be construed and interpreted in accordance with the Laws of the Republic of South Africa.

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3 CO-OPERATION

3.1 SANParks and the Contractor hereby agree to co-operate to:

3.1.1 provide for the specialised rescue of; and

3.1.2 rearing and rehabilitation of

orphaned, injured, compromised or traumatised rhino calves that are not yet weaned and affected by rhino poaching incidents or orphaned as a result of natural causes for the duration of this Agreement, on the terms and conditions set out in this Agreement and in accordance with Annexure C.

3.2 It is further agreed that the specialised rescue, nurturing and rehabilitation services will be extended to older rhino calves and surrogate adult rhino in the care of SANParks that require the services.

3.3 It is recorded that this Agreement is not an exclusive arrangement and SANParks may at any time, send rhino calves from any national park to any rhino facility for whatever reason.

4 DURATION OF AGREEMENT

4.1 This Agreement shall commence on the Commencement Date and shall endure for a period of 5 (five) years (the initial period) unless terminated by either party upon 6 (six) month's written notice of termination.

4.2 Either Party may renew the Agreement for a further period of 5 (five) years by giving the other Party at least six months' notice in writing prior to the expiry of the initial period, subject to an agreement between the Parties.

5 STANDARDS FOR SERVICES

5.1 The parties undertake to render the Services:

5.1.1 timeously;

5.1.2 professionally and with the appropriate level of skill, quality and urgency reasonably required; and

5.1.3 in accordance with principles contained in Annexures A.



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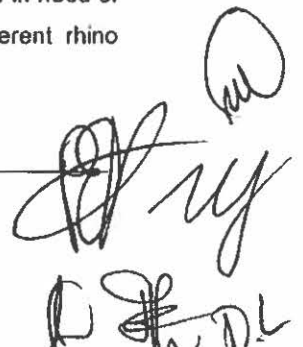
- 5.2 The Parties shall, and hereby undertake to exercise all reasonable skill, care and diligence in discharging their obligations in terms of this Agreement, and hereby undertake to procure that all their shareholders, directors, agents and employees, exercise the same reasonable skill, care and diligence in rendering the Services.
- 5.3 The Parties shall co-operate to ensure that the Services rendered in terms of this Agreement are at all times responsible and in the best interest of rhino conservation and the welfare and well-being of the rhino.
- 5.4 The Parties will ensure that all activities associated with this Agreement are conducted in good faith and with due consideration and respect for the integrity of the association and reputation of the Parties.

6 RELATIONSHIP

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

7 RENDERING OF THE SERVICES

- 7.1 The Services will be rendered on the basis set out below.
- 7.2 Poaching incident
- 7.2.1 SANParks may contact the Contractor for assistance in the event that a rhino calf is affected by a poaching incident.
- 7.2.2 The Contractor undertakes to respond to such request urgently as described in Annexure C.
- 7.3 Stabilisation
- 7.3.1 SANParks may in its discretion take emergency steps to have a rhino calf in need of intensive care stabilised, including the moving of a calf between different rhino orphanages.



7.4 Delivery

7.4.1 SANParks may in its discretion and with the Contractor's consent, deliver or have any orphan rhino calf delivered to the Contractor at its agreed premises.

7.5 Care

7.5.1 The Contractor undertakes to care for such rhino calves, including the rearing, treatment and rehabilitation thereof in accordance with the provisions of Annexures A.

7.5.2 The Contractor will ensure that the rhino are reared and handled with the primary focus being the release of healthy, viable rhino back into free-ranging conditions where they can play a role in rhino conservation.

7.5.3 The rhino will not be used for commercial, display or tourist purposes and may not be traded, bartered, donated or listed as an asset.

7.5.4 The Contractor will manage the rhino calves with input and oversight from SANParks.

7.6 Hosting cost

7.6.1 The Contractor will undertake the management and hosting of the rhino calves at SANParks' cost unless specifically agreed otherwise in writing by both parties.

7.6.2 The monthly charge for the hosting of a rhino calf payable by SANParks is attached as "Annexure D" to this Agreement. The Contractor will invoice SANParks on a monthly basis with such cost in arrears, payable within 30 days of receipt of the invoice.

7.6.3 Escalation in respect of monthly hosting charge shall be effected annually. The escalation shall be based on the latest consumer price index published and issued prior to the escalation date by the Central Statistic Services.

7.7 Ownership

7.7.1 Ownership in respect of all rhino calves, and their products (such as horn from dehorning activities) will be retained by SANParks unless otherwise agreed to in writing between the Parties.



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7.8 Release of rehabilitated rhino

7.8.1 Phases

7.8.1.1 The areas of release of rhino into free-ranging conditions may include phases of the Rhino Stronghold as and when such areas become available.

7.8.1.2 Care and hosting of released rhino and the security and management of the areas for release will be provided by the Contractor and costs associated thereto will be payable by SANParks as stipulated in "Annexure D" to this Agreement

7.8.2 Free - Range

7.8.2.1 Once the Parties agree that a rhino has been rehabilitated it is acknowledged that such rehabilitated rhino should be placed where it can become part of a viable, free-range breeding population to the benefit of rhino conservation.

7.8.2.2 Criteria for receiving rehabilitated rhino on land other than a national park under SANParks' management will include proof of adequate security, suitable and sufficient habitat, approved fencing, approved management plans, permits and proof of financial sustainability.

7.8.2.3 SANParks as owner of such rehabilitated rhino shall in its discretion decide on the land where the rehabilitated rhino may be placed and make the arrangements accordingly.

7.9 Risk

7.9.1 SANParks as the owner of the rhino calves will carry the risk in respect of the rhinos being rescued, reared and rehabilitated under this Agreement.

7.9.2 The parties agree not to hold each other liable or institute action against each other for any death or injury to any rhino calf unless caused by the wilful or negligent action or omission of the other Party or its employees or agents.

7.10 Indemnity

7.10.1 The Parties will not hold each other liable and hereby indemnify each other against any loss, damage, injury or death suffered as a result of the co-operation in terms of this Agreement unless caused by the wilful or negligent action of the other Party.



7.11 De-horning

7.11.1 The Contractor undertakes to only de-horn any rhino calves received in terms of this Agreement with SANParks prior written consent and then only by a qualified veterinary surgeon.

7.11.2 SANParks reserves the right to undertake or have de-horning of any rhino calf undertaken by a qualified veterinary surgeon prior to submission of such calf to the Rhino Orphanage or while at the Rhino Orphanage for security purposes. SANParks will consult the Contractor prior to undertaking any de-horning on its premises.

7.11.3 It is agreed between the Parties that the Contractor will hand over the rhino horn immediately after de-horning, at least within 7 days thereafter, to SANParks for safekeeping.

7.12 Inspection

7.12.1 SANParks will have access to the Rhino Orphanage at all times and with prior arrangement with the Contractor to inspect the rhino calves sent there and their progress towards rehabilitation.

7.13 Information

7.13.1 It is recorded that it is in the interest of rhino conservation to share information with other rhino care institutions about the rhino calves in care, specifically their genetic information, the treatment and movement of rhino calves and reports on success or failure in respect of the rehabilitation process.

7.13.2 The Contractor undertakes to keep proper record of each rhino calf in its care and to submit monthly reports to SANParks on the information set out in clause 7.13.1.

7.13.3 SANParks may in its discretion share any information provided by the Contractor with other rhino orphanages caring for SANParks rhino calves and may request the Contractor in writing to share such information with specific rhino orphanages caring for SANParks' rhino calves.

7.13.4 The Contractor undertakes to comply with any request by SANParks in terms of clause 7.13.4 and to copy SANParks on any such information sharing.

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8 CONFIDENTIAL INFORMATION

- 8.1 SANParks and the Contractor hereby undertake in favour of each other and for the protection and safety of the rhino that, for the duration of this Agreement and for an indefinite period thereafter, SANParks and the Contractor, their shareholders, directors, agents and employees :
- 8.1.1 will not disclose any confidential information or any aspect thereof to any third party save as is required in terms of this Agreement or as may be required by law; and
- 8.1.2 will not disclose any confidential information or any aspect thereof to any third party other than to those employees, resources, representatives and advisors that have a need to know such information for provision of the Services in terms of this Agreement and that disclosure to such persons will only occur after the Contractor has obtained a written commitment from such persons to be bound by the terms of this confidentiality undertaking; and
- 8.1.3 will take all reasonable steps that may be necessary to ensure that any confidential information disclosed by any person prior, during and after this Agreement, will not be accessible to any third party, save with the prior written consent of SANParks.

9 ARBITRATION

- 9.1 Should any dispute arise between the Parties in regard to any matter dealt with in this Agreement, either Party may demand that such dispute be settled by arbitration specifically in the manner set out hereinafter, provided that in the event that any Party requires relief on an urgent basis, that Party for reasons of urgency only, shall be entitled to bring an urgent application before the High Court of South Africa for the relief sought, whether such relief is of an interim or final nature.
- 9.2 The arbitration shall be held :
- 9.2.1 in Pretoria;
- 9.2.2 with only the Parties and their legal representatives present thereat; and
- 9.2.3 in terms of the Arbitration Act No. 42 of 1965.
- it being the intention of the Parties that the arbitration shall, where possible, be held and concluded within 21 (twenty one) days after it has been demanded
- 9.3 In the event that the dispute between the Parties is:



- 9.3.1 of a legal nature, the arbitrator shall be a practising Advocate of not less than 10 (ten) years standing;
- 9.3.2 of a financial nature, the arbitrator shall be a Chartered Account, practising as such, who has at least 10 (ten) years standing;
- 9.3.3 unclear as to whether it is of a legal or financial nature, it is assumed to be of a legal nature.
- 9.4 If the Parties cannot agree on the arbitrator within 7 (seven) days after the arbitration envisaged in this clause has been demanded then:
- 9.4.1 in the instance that the dispute is of a legal nature, the arbitrator shall be nominated by the President, for the time being, of the Law Society of the Northern Provinces or its successor body;
- 9.4.2 in the instance that the dispute is of a financial nature, the arbitrator shall be nominated by the President, for the time being, of the South African Institute of Chartered Accounts.
- 9.5 The arbitrator's decision as to the merits and costs:
- 9.5.1 shall be final and binding on the Parties;
- 9.5.2 may be made an order of Court of competent jurisdiction.

10 BREACH

- 10.1 Notwithstanding the provisions of clause 10 above, if any Party is in default of any obligations which arise in terms of this Agreement including without limitation a breach of any warranty given in terms of this Agreement or any representation being incorrect ("the defaulting party") and such defaulting party persists in such failure or default after receipt of a written notice given by the other Party ("innocent party") calling upon the defaulting party to remedy such failure or default within a period of 5 (five) days from receipt of the notice or such further additional period as the innocent party, in its sole discretion, may determine, then the innocent party may without prejudice to any other rights which it may have in terms hereof or at law:
- 10.1.1 claim specific performance; or
- 10.1.2 cancel this Agreement, such cancellation to be effective immediately upon receipt by the defaulting party of a written notice to that effect; and/or



- 10.1.3 claim damages from the defaulting party.
- 10.2 Notwithstanding anything to the contrary contained in this Agreement, any Party shall be deemed to be in default if any Party, as the case may be:
- 10.2.1 is placed in provisional or final liquidation, whether compulsory or voluntarily; or
- 10.2.2 is placed under judicial management, whether subject to a provisional or final order; or
- 10.2.3 allows any judgement granted against it to remain unsatisfied for a period of 10 (ten) days after such judgement comes to the attention of any Party;
- 10.2.4 on or after the Signature Date commits any act or omission which would render it liable to be liquidated; or
- 10.2.5 on or after the Signature Date admits in writing that it is unable to pay its debts timeously or at all.

11 CONSEQUENCES OF TERMINATION

- 11.1 On any termination of the Agreement, any clause which by its nature was designed to create enduring rights or obligations, shall survive and remain binding on the Parties.

12 ADDRESSES AND NOTICES

- 12.1 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:

12.1.1 SANParks: 643 Leyds Street
MUCKLENEUK
PRETORIA
0002

And marked for the attention of: The Chief
Executive Officer

Telephone Number: (012) – 426 5000

Facsimile: (012) – 343 0155



15 ENTIRE AGREEMENT

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

16 WAIVER

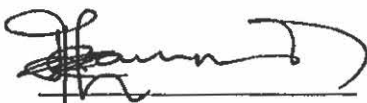
No latitude, extension or other indulgence which may be given or allowed by any Party ("the Grantor") to any other Party in respect of any obligation hereunder shall under any circumstances operate as a waiver or novation of, or otherwise affect, any of the Grantors rights in terms hereof or arising herefrom, or preclude the Grantor from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

17 SEVERABILITY


If any provision of this Agreement is or becomes invalid or unenforceable, such provision shall be divisible and be regarded as *pro non scripto*, the remainder of this Agreement to be regarded as valid and binding.

SIGNED AND DATED AT PRETORIA ON THE 30th DAY OF November 2016.

AS WITNESSES

1. 

2. 



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

SIGNED AND DATED AT LEW Rhino Sanctuary NPC ON THE 5th DAY OF December 2016.

AS WITNESSES

1. 

2. 



for and on behalf of the CONTRACTOR – who warrants his/her authority to sign



"ANNEXURE A"

Care For Wild. Africa

PERMIT NAME: ESTABLISH AND OPERATE A REHABILITATION CENTRE

EXISTING PERMIT

Permit No: MPB/R/0018

Date Issued: 02/04/2009

Valid Until: 02/04/2012

Responsible person

Ms P Nieuwoudt,

ID No: 690412 0135 09 8

CONTENTS INCLOSED

1. Description of new facility.
 3. Project Leaders
 4. Documents and Legal Department
 5. Goals and Objectives
 7. Procedures to Operate the Facilities
 8. Effectuated Species
 9. Funding
 10. Wildlife Admittance Process

1. DESCRIPTION OF PLANNED FACILITY

2.1 TITLE:

Care For Wild. Africa

Facility Structure which consists of the following:

- 2.1.1. 100 ha dedicated to the wildlife centre with various camps.
- 2.1.2. The wildlife care centre is in close proximity with the farm's boma centre, this will ease the reception and dispatch of some of the larger animal species for treatment and release.
- 2.1.3. Due to the ongoing research program with Onderstepoort we will have access to many qualified veterinarians, final year students and other professionals in this field.
- 2.1.4. The drainage and washing water run into an adequate sewer and comply with the requirements of local authorities.



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-
- 2.1.5. The facility will be constructed and fenced off to prevent the escape of an animal and to ensure the effective confinement of all animals at all times.
 - 2.1.6. Have adequate dedicated areas for storage of food and other equipment
 - 2.1.7. Equipment to determine the weight of patients adequately
 - 2.1.8. A microscope.

 - 2.1.9. Separate areas are dedicated for the care and housing of:
 - 2.1.9.1. Carnivores, herbivores, and birds.

3. PROJECT Leader

Full name:	Petronel Nieuwoudt
Postal address:	P.O. Box 548 Sonpark 1206
Physical address:	Riverside J245, Barberton
E-mail address:	petronel@careforwild.co.za
Cell phone number:	082 825 8735

BACKGROUND OF PARTNERSHIP:

Care for Wild Africa is developed and owned by Petronel Nieuwoudt well-known and respected in wildlife circles.

Farm: Riverside J245

Riverside are situated in the Mpumalanga Province of South Africa and forms part of the Barberton Municipality area. This reserve provides sanctuary for a variety of mammal, bird, rodent and reptile species.

Ecological study available on request.

Care for Wild. Africa

➤ Management:

Petronel Nieuwoudt - Operational Director and Shareholder.

Petronel Nieuwoudt was for the last 9 years, managing director and shareholder of The Game Capture School. The School was founded in 2001 with the main objective - educating roll players in the game industry on skills of chemical game capture, the use of tranquillizers and sedatives in wildlife, and the role it plays in conservation. The Game Capture School was the first comprehensive school in South Africa that focuses on the theoretical and practical aspects of all forms of game management

and capture. The most important aim in the presentation of the immobilization, monitoring and handling courses, is to prevent stress in animals to be captured, treated or in confinement.

Petronel Nieuwoudt resigned as director in The Game Capture School and started her own company with the name of Care for Wild. Africa.

Care for Wild Africa is currently presenting the following courses and programmes:-

- Intensive wildlife production course
- First aid, Hand Rearing and Infant Care course.
- Volunteer program

Care for Wild Africa has a commitment to perform a 24 hour, 365 day a year service.

There are three main components to the Wildlife Centre:

1. Hospitalization – critical care
2. Wellbeing and caring of animals
3. Education and training

The team consists of a group of people that is both locally and internationally recognized in their different fields of expertise.

Petronel Nieuwoudt is assisted by Dr Ferreira du Plessis, Dr P Rodgers and others in the planning of the hospitalization programs and any casualties or special care of the animals.

Petronel Nieuwoudt is heading the volunteer program which consists of vets, vet nurses and students working on a rotational basis.

All other assistants and general workers have already received intense training in the field of animal husbandry. In addition, Care for Wild Africa will also be responsible for the continuous training and education on wildlife handling/ monitoring and rehabilitation (care and welfare) of all its personnel.

4. DOCUMENTS AND LEGAL DEPARTMENT

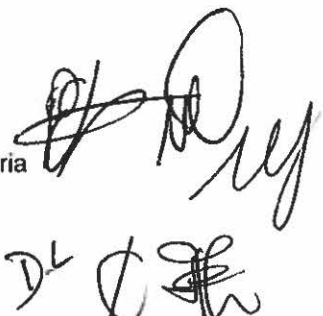
To ensure the compliances of all relevant legislation, copies of the following legislature have been obtained. Due to the size of these documents it will not be attached.

4.1 Documents applicable include:

National Environmental Management Act
National Animal Protection Act 24 1935
National Animal Performing Act
CITES
Act 35 of 1984 (Animal Diseases Act)

4.2 Details of legal support company.

Company name: Beyers and Day Attorneys
Postal address: Posbus 2381, Pretoria, 0001
Physical address: 110 Nicolson street Brooklyn, Pretoria



Telephone number: 012 346 7270
Fax number: 012 346 7260
E-mail address: info@beyersday.co.za

The support and co-operation of the relevant conservation body is essential, and the keeping and building of a professional relationship, to the benefit of both parties is also one of the biggest aims of the project.

Details of the representative are as follows:

Department:	Mpumalanga Tourism and Parks Agency
Representative:	Mr. Dries Pienaar
Postal address:	Private Bag X 11338, Nelspruit
Telephone number:	071 672 4457
Fax number:	013 759 5490

GOALS AND OBJECTIVES

The purpose of establishing this facility is five fold:-

Establish a facility for the temporary keeping, permanent keeping and/or hospitalization of sick or injured animals. These sick or injured animals could be of either *res nullius* or "privately owned" status. *Res nullius* wild animals will only be released or relocated with the guidance and full support, including approval, of the relevant Nature Conservation Authority. *Res nullius* animals will not belong to the institution, and will never be claimed by the project.

The placement and preparation for placement of suitable non-rehabilitatable animals into educational (display), demonstrations for tourists and community educational programmes as stipulated by the guidelines of the Department.

The placement and preparation for placement of suitable rehabilitatable animals (rhino, sable, buffalo, eland, lion, etc) This category will be applicable to private land owners who are in need of a facility where injured animals can be accommodated, at a predetermined fee.

Temporary keeping facility for captured and/or problem animals. Discussions with the representative of the Department (DEDET), indicated that a shortage of facilities where such animals can be kept for a temporary period (due to injuries sustained during capture process or relocation procedures). Hereby undertake that the facilities at Care for Wild Africa may be used for such incidents.

As wildlife education is one also a functions of this project, several Wildlife Educational Courses will be presented at the facility or other suitable facilities. The courses will focus on care and management of wildlife.

The rehabilitation center will become sustainable and ensure that it is environmentally sustainable.

The rehabilitation center will strive to ensure that animals in its care that can be returned into the wild are returned and in the case of Rhino that they are returned into a breeding program where possible on the neighboring Sanctuary.

7. PROCEDURES TO OPERATE THE FACILITY.

To manage the facility, the following procedures have been identified:

7.1 Administration:



All functions related to the administration of the personnel.

Administration of budget related issues.

Administration related to the wild animals admitted to the facility and in the care of the project. These include functions such as record keeping and permit applications.

Record keeping of treatment procedures, successes, mortalities, etc. will play a vital role in the management of this project. It is seen as a tool to improve the function and methods being used and compare the different methods.

See *Annexure D* as a format that will be utilized during the hospitalization or rehabilitation of animals admitted to the facility. The purpose for this record keeping will be to assist or learn from previous work in an effort to improve the care given to wildlife.

7.2 Design and planning of facilities:

The design of the facilities is based on previous experience and guidance received from other approved and functional facilities. The characteristic, on which the basis of the design was made, included the following:

7.3 Hygiene

To prevent a situation that will create the ideal habitat for the establishment and spreading of viral and bacterial diseases. The design will be to ensure easy effective cleaning and disinfecting.

Feeding and water troughs will be made in accordance to the requirements of each species. The structures will be accessible for daily effective cleaning and therefore will also be hygienic.

7.4 Construction

The fences will be according to the requirements of each species, as indicated and described.

All fences will comply to the standard of a smooth fence, with no projections or structures that can cause injury or harm to the animals. Where required, visual barriers, that will prevent visual and physical contact between neighboring animals and therefore prevent conflict and disturbance, will be erected.

7.5 Animal husbandry

Natural or artificial protection will be supplied in each enclosure to ensure the effective protection of each animal against natural or unnatural disturbances or threats. This will also include the correct and required roosting or sleeping structures associated with each species.

7.6 Additional structures

Apart from the boma holding facilities, two additional buildings or structures are under construction to serve as,

- storage room that is cool, dry and low in humidity for the storage of food and
- Vet room (clinic) that will be equipped with the requirements associated with the supplying of basic first aid for animals. This facility will also be to ensure that veterinary care can be performed in a professional manner.

8. EFFECTED SPECIES



The aim will be to accommodate most of the wild animals for the rehabilitation or hospitalization process. This will include the following:

- All indigenous antelope species (kudu, duiker, buffalo, impala, eland, etc)
- Both the rhino species
- Carnivores
- Birds

In the design of the facility the requirements of all these listed species have been taken into consideration.

The animals will be obtained from private landowners, governmental officers, game dealers, game capturers, veterinarian and overall, members of the general public.

a. WELFARE OF THE ANIMALS:

To ensure the effective and humane treatment, great care will be placed on the following issues:

i. Food

Only food of high quality and standard will be used during any rehabilitation or hospitalization process. Diets will be determined according natural requirements and with advice and guidance from the veterinary consultants. The method of providing the food will once again be in line to the requirements of each species. As priority that will apply to all species, the food will be placed in a position that is sheltered from the rain and sun and at least 1m from the water supply.

We are also making use of the PAZAAB (Pan African Association of Zoological Aquaria and Botanical Gardens.) manual of animal diets in captivity.

ii. Sanitation

All enclosures and facilities will be cleaned on a daily basis during use, to ensure that a high standard of hygiene is maintained. This is also very important for parasite control.

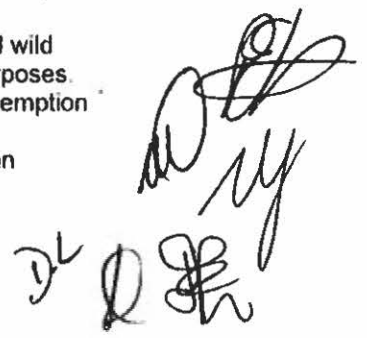
iii. Veterinary care

Veterinary care will be supplied by qualified and experienced personnel. Daily first aid will be provided if needed. Dr Ferreira du Plessis, V Wijkstr Animal Hospital, Dr P Rodgers and Dr Markus Hofmeyr advising on (Animals from SanParks) are playing a big role in the layout of the facility and consulting on the care of the wild animals in the centre's.

9. FUNDING

To ensure the effective operation and longevity of the project, a budget business was drawn up. As summery the following three issues are relevant:

- a. No tariffs will be charged for the rehabilitation or hospitalization of any res nullius wild animas.
- b. Tariffs will be determined for the housing and accommodating of privately owned wild animals (exemption permit holder) for raising, rehabilitation or hospitalization purposes.
- c. No animals will be sold, unless otherwise determined by a private landowner (exemption permit holder) and with approval of the relevant authority.
- d. Funds will be generated out of the volunteer program, different wildlife courses an donars.



10. WILDLIFE ADMITTANCE PROCESS

The admittance of animals will be based on the following:

- Only species duly authorized will be admitted in the facility. Other species will be referred to other authorized centers.
- Completion of register.
- The general welfare of animals kept under captive conditions shall be subject to the provisions of the Animals Protection Act, 1962 (Act no. 71 of 1962), as amended, the Performing Animals Act, 1935 (Act no. 24 of 1935), as amended, and Provincial Environmental Legislation as amended as well as any other legislation, policy or strategy that is applicable to such an action.
- The services of a practicing veterinarian will be during surgical procedures as well as the administration of all scheduled drugs.
- All drugs will be administered according to the recommendations and prescriptions.
- All wild animals will be critically evaluated by a veterinarian on a regular basis for recovery, health and fitness.
- Adequate and balanced diets for all species will be maintained. PAZAAB Manual for animal diets.

Table 1, hereunder gives a chronological step by step outline of the process that will normally be followed.

Phase 1) Admission of the animal- Person	Action a) Gather history from the person presenting the animal b) Record all information
Phase Animal	Action Open new file and record all background and relevant information.
2) Stabilization of the animal	Evaluate the animal quickly when transferring to a holding pen/cage/crate etc. Examine for critical conditions and administer emergency care as needed Provide warmth (unless hypothermic) Provide quiet rest space – do not stress the animal unnecessary. Prepare materials needed for examination
3) Initial examination	Weight Temperatures (as able) Visual examination Palpate limbs Examine orifices Assess nutritional status and condition
4) Initial	Provide fluids as soon as possible –

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treatment	<p>normally animals are very dehydrated when submitted to the centre. Clean and treat any wounds Stabilize fractures Administer medications under supervision of a veterinarian (antibiotics, tranquilizers, etc.) Provide appropriate, palatable nutrition for species and status Conduct or schedule any ancillary diagnostics (radiographs, blood work, etc.) and any additional treatments (surgeries, follow-up wrap changes, etc.)</p>
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5) Intensive rehabilitation	<p>Monitor weight Provide ongoing, appropriate nutrition Treat medical problems as needed Provide comfortable, appropriate housing and habitat, minimize interaction with human activity</p>
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6) Intermediate rehabilitation (restricted activity)	<p>Monitor weight Provide ongoing, appropriate nutrition Treat medical problems as needed (should be minimal) Provide comfortable, appropriate housing and habitat, with mental stimulation</p>
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	Provide manual physical therapy as needed
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8) Release evaluation (some exceptions for each category)	
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9) Release	<p>a) Provide proper/safe transportation</p> <p>TRANSPORT CRATES These will be built according to IATA guidelines and will conform to the minimum translocation standards.</p> <p>Choose appropriate season/time of year (migration, breeding season, etc.) Choose appropriate time of day Provide food if appropriate Monitor post-release if possible</p> <p>RELEASE OF ANIMALS INTO THE WILD The release of any of the animals will be coordinated and authorized by the Environmental Management Authority. Prior to the application of a permit for a release,</p>
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	<p>the evaluation process will take into account the natural distribution range of the specific species, the suitability of the specific areas in terms of habitat, available prey or food, potential conflict with agricultural activities, territorial individuals of the same species already establish in the area, genetic integrity of receiving populations, and written permission of the landowner in advance.</p> <p>The following criteria for the releasing of wild animals back into the wild will be of effect: Animals should be released as soon as possible. Animals should be in a good condition and able to survive under natural conditions. A veterinarian should confirm the good physical condition of the animal. The physiological state of the animal should be taken in consideration. Rehabilitated wild animals should be returned to their original natural/suitable environment. Climatic factors are important, as the animals may need time to adapt to the new environment. Animals may not be released in an area where it may endanger other animals or have a negative effect on human interests, obviously this exclude the predator category. Migratory species should be released when they can migrate with the rest of the individuals of the species.(birds)</p>
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CONSERVATION/COMMUNITY VALUE OF PROJECT

Animals that cannot be reintroduced back into the wild will be kept with the soul purpose to educate the community and students. They will also be used to educate children who are the future generation.

Education plays the ultimate role in conservation – young or old.

SUMMARY

The intention is to create a facility that will not only benefit the environment, but also at the same time serve the community, governmental departments and other non-governmental institutions in a manner that is currently not present in the area.

Yours sincerely,

Handwritten signatures and initials, including a large signature and the initials 'DL' and 'RTH'.

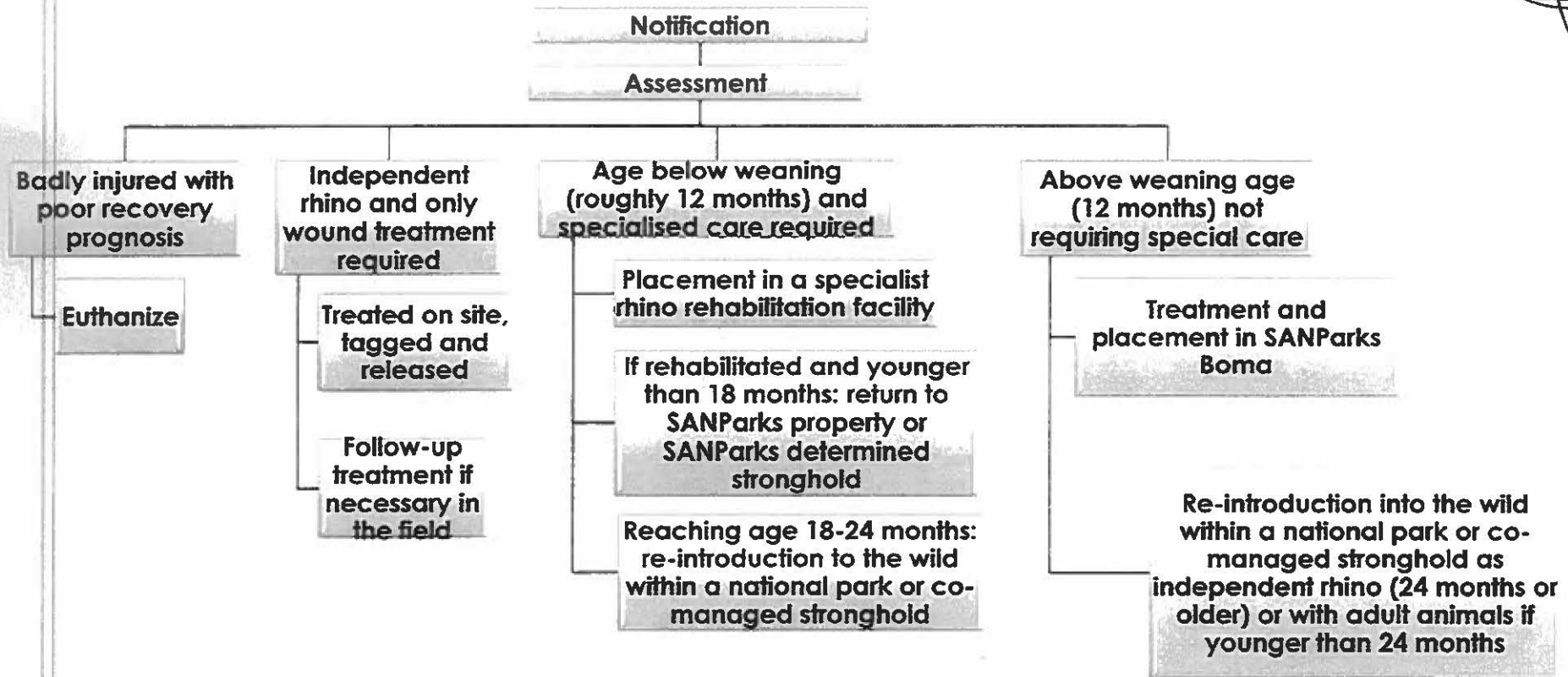
P.E Nieuwoudt
Director: Care for Wild. Africa



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Annexure C Workflow Chart



Care For Wild Rhino Sanctuary Non Profit Company
 Registration Number : 2013/233143/08
 P O Box 19632 Nelspruit 1200
 Petronel Nieuwoudt 082 825 8735

Invoice

INVOICE NR : CFWR 067

Peace Park Foundation
 11 Termo Road
 Techno Park
 Stellenbosch
 7600

VAT : 4870165976

Contact : Heloise De Villiers
 021 880 5130

Duration : 1 April - 30 April 2016 (16 Rhino's)

Quantity Cost in R Amount

Feed

Denkavit Foal Milk - 15 Kg Bag	20 R	745.61 R	14,912.20
Glucose - 25 Kg Bag	0 R	270.75 R	-
Protexin Soluble - 1 Kg	8 R	241.23 R	1,929.84
Diatoms - 10kg Bag	0 R	130.75 R	-
Lucern Pellets 40 kg	1 R	188.60 R	188.60
Rhino Pellets - 40 Kg Bag	R	204.65 R	-
Teff Big Bale 350 Kg bale	R	400.00 R	-
Lucern - Per Kg		R	-

Supplement & Vitamins

Omega Coat Oil - 5l	0.36 R	364.65 R	131.27
Carmino 100g	47 R	37.18 R	1,747.46
Equibalance 5 Kg	2 R	363.00 R	726.00

Medicine

Vi-daylin	4 R	99.90 R	399.60
Wound Magic	2 R	184.30 R	368.60
Hyospasmo!	R	18.90 R	-
Smecta 10 Sachets per Box	R	66.90 R	-
Lectate per sachet, <i>Included in the Van wijk street Invoice</i>	R	46.60 R	-
Adco Cimitidine (60 Tablets) (Ulcer Medicine)	5 R	52.76 R	263.80
Omeprazole <i>Included in West Acers Invoice</i>	R	164.30 R	-
Metacam	R	629.00 R	-
Van Wijk Straat Animal Hospital, <i>Invoice, Includes the Lactade</i>		R	1,388.16
West Acers Animal Hospital Invoice		R	6,470.00
Purbac	0 R	1.28 R	-

Other

F10	0 R	282.28 R	-
Milton Tablets	0 R	32.90 R	-
Thermometer Digital	1 R	39.90 R	39.90
Teats	100 R	16.29 R	1,629.00
Gas for Heater / Geyser and for guards, freezer and geyser	6 R	400.00 R	2,400.00
Petrol / Diesel (Pumping water, veld gras cut branches est.		R	13,708.80
Management Fee (16 Rhino's x 30 days)	480 R	51.61 R	24,772.80

Banking Details
 Care for Wild Rhino Sanctuary NPC
 Standard Bank Nelspruit
 Account Nr 030284465
 Branch 052852

Total R 71,076.03

As reference please use the Invoice number . Thank you