

# Conservation Agreement

## PROMOTION OF SUSTAINABLE LAND USE IN UPPER MZIMVUBU CATCHMENT

Traditional Council	MAFUBE		
Name of Chief	N/A		
Chief / Representative details	THOMMILE THALI (HEADMAN)		
Grazing Association Name	MAFUBE LIVESTOCK ASSOCIATION		
Village Name/s part of Grazing Association	MAFUBE, THABANA-TSANA A/A		
Chairperson Name	GABA BOLILE		
Chairperson ID number	5 6 0 5 1 7 5 2 2 2 0 8 2		
Chairperson Contact number			
Committee Members:			
Name	Position	ID Number	Contact
NYAMAKAZI SATHILE	D. CHAIR	6606067984083	073 77 25392
NKOHLE ZENZELE	TREASURER	6303156522080	0737 22 6511
TSOLOANA MAPHCELLE	SECRETARY	6109175727083	076 553 7722
MCUBE SANKILO	ADD. TONAL	8111285904089	083 97 59 889
BALI SIWAPHI	" "	6307115890082	072 042 2285
MABELA FUNDILE	" "	7707285862081	072 2629 547
RAPASA MAKETELA	" "	4809085600088	063 5485446
Headmen			
Name	Village	ID number	Contact number
RAPASA MAKETELA	THABANA-TSANA	4809085600088	0635485446
THOMMILE THALI	MAFUBE A/A	8605245753080	0768856998
Nominated Contact person as Representative for Committee			
Name	Contact	ID number	Signature

### Preamble:

This agreement rests on cooperation and goodwill between the MAFUBE LIVESTOCK Grazing Association and ERS (or other support NGO ERS). By signing this agreement both parties agree to follow the guidelines in this document to the best of their abilities.

This agreement in no way estranges the community's rights with regards to the use of the land as stipulated by local tribal authorities, but rests purely on mutual trust and aims to align with local by-laws.

A key role-player in this agreement is Meat Naturally Pty (MNP), who will provide mobile auctions as one of the incentives for this agreement. Different percentages of commission will be provided at auctions based on levels of compliance with this agreement.

Meat Naturally Initiative is a programme of the Umzimvubu Catchment Partnership Programme (UCPP) that seeks to promote livelihood security through sustainable livestock farming and range management in the upper uMzimvubu Catchment, through mutual agreements between land users and support agents.

This agreement is **valid from** 01-10-2019 **until** 01-04-2020 **(period of 6 months)** The terms of the agreement may also be re-negotiated and adapted under mutual agreement between both parties before renewal, depending on lessons learned about the effectiveness of activities in practice.

A basic requisite is that the grazing committee guides livestock owners to set aside and enforce compliance to an adequate agreed grazing management plan within the wider grazing area ("Maboella / ukuvalamadobo"). This grazing is then available as a winter fodder bank and can be utilised after the first frost.

On signing this agreement, I Zolile GQABA (name) as representative of MAFUBE LIVESTOCK Grazing Committee, agree to follow the commitments as set out in this agreement:

1. Completed list of livestock owners and livestock numbers for the village/s which form part of Association (list attached)
2. Grazing area to be rested sketched onto map in agreement with committee and members of the association (attach map to this agreement once signed); this includes areas cleared of wattle where committee and ERS decides on when to graze, and when to remove livestock and rest that area, and that association members (herders, livestock owners) will assist with removing any seedling regrowth in such areas.
3. Enforce compliance to the rested grazing and cleared restoration areas during the summer growing season, 2019 to 2020 based on the map (Representative and ERS Facilitator does spot checks for compliance, reports back to committee chairman who signs acknowledgement);
4. Enforce penalties for association members who are not complying with agreed rest areas, with support of leadership;
5. Proof on minimal numbers of stock on offer one month (30 days) prior to any auction event by completion of stock on offer lists, coordinated by nominated association representative, and returned to ERS or MNP representative (minimum of 70 stock).
6. Attend minimum of 60% workshops and training provided by ERS. The association also has to hold their own internal meetings and provide proof thereof (attendance registers and minutes)

In turn, ERS / ERS offers the following benefits and incentives to the Grazing Association:

1. A folder returned to the Grazing committee. In the folder will be included a printed map of the agreed upon rested area, copies of the agreement and livestock and owner lists.
2. Provision of local cattle auctions within 10km of participating villages, through Meat Naturally (MNP), at any time of year as long as a minimum of 70 cattle are on offer from the different villages. All signed up members of the Association will immediately have a 5% commission at auctions, prior to any compliance with the rest areas.
3. Based on availability of funding, ERS / ERS will make an eco-ranger available to work with the community and provide guidance on management of cleared and grazing areas including pulling out of seedlings to ensure the wattle does not come back.
4. Where suitable compliance is found after at least 3 months of the agreement being in practice, for a particular village or grazing area, the following benefits will be provided:
  - a. Mobile auction access:
    - i. On signing of agreement, all members qualify for 5% sale commission
    - ii. Proven compliance as per item 4 above will qualify compliant members of Association for 3% commission
    - iii. Non-members of association may sell at auctions but will pay 6% commission on sales.
    - iv. Non-compliance with agreement will result in default back to 6% commission until compliance can be proven, with agreement between the parties on proof.
    - v. All commissions will have VAT added at 15%.

- b. Committee skills and financial literacy training, with support for entity establishment / formalization if required (e.g. cooperative registration and capacity building). Support to open a bank account for the Association can also be provided on request.
- c. Basic Livestock husbandry training for owners and herders, to enable disease identification and basic treatment protocols.
- d. Fire awareness training, and support to get fire breaks done by local FPA
- e. Where possible, ERS/.....<sup>ERS</sup> will endeavor to access support for alien plant clearing activities and herding support to augment rangeland management efforts by the Association.

**Penalties and conditions:**

- I, as representative of the Grazing Association, understand that the contributions and support provided by the ERS/.....<sup>ERS</sup> and Meat Naturally are only applicable for as long as we comply with the commitments of this agreement and that benefits will be stopped if we do not comply with the stipulations of this agreement.
- Non-compliance with agreed rest areas is determined after two events, where photographic evidence and / or ecoranger or Committee reports show grazing in agreed-upon rest areas. The ERS facilitator will do two reports per month after completion of spot checks and report findings to committee chairperson;
- The grazing association will be given 1 month to rectify non-compliance; if still not rectified, ERS will issue a written notice. After 3 consecutive months of non-compliance, ERS can terminate this agreement and after 6 months a new agreement be entered into between ERS and the grazing association based on mutual willingness to proceed.
- Management of cleared areas (after wattle clearing) will also be monitored, based on when stock MAY GRAZE AND TRAMPLE the area, and when stock MUST BE KEPT OUT of the cleared areas to allow grass to recover. Presence of wattle seedlings during inspections of cleared areas which are part of the agreed rest areas will constitute non-compliance.
- In cases where this agreement is not in place and suitable compliance is not reached, commission rates of 6% at auctions will be applicable.
- If compliance is shown for a whole season, any auctions the following winter, outside of the dates in this agreement and prior to a follow up agreement, will have the same commissions applying as during the signed period.
- Where ERS has not been compliant in delivering agreed incentives as per items 1 to 4 above, the grazing association can terminate this agreement.

**NOTE: All responsibility for compliance of national and provincial legislation rests with the livestock owner/land user. ERS/.....<sup>ERS</sup> reserves the right to apply penalties listed above in the event of failure to comply with this agreement.**

GRAZING COMMITTEE CHAIRPERSON REPRESENTATIVE:

Name: GORADA ZOLKE

Signed: [Signature]

02/10/19  
(date)

ERS REPRESENTATIVE:

Name: Zuko FELSI

Signed: [Signature]

02/10/19  
(date)

ASSOCIATION NAME: Mathibe CuestockCHIEF: NkosanaLIVESTOCK RECORD FOR VILLAGE NAME: Mathibe Mission HEADMAN: Thabanele Thali DATE: 09-10-2019

OWNER NAME	m/f	ID NUMBER	NO. OF BULLS	Oxen	Cows	Sheep	Goats	Horses	Donkeys	PAID HERDER	SOLD BEFORE	PART OF ASSOC
Gqaba Zolile	M	5605175222085	1	6	57	10	18	1	-	NO	NO	YES
Kelpens Seretiane	F	5210270161086		1	5					NO	NO	YES
SABASA THABANG	M	6303015769086	1	2	7	8				NO	NO	YES
CHABANA GAREMS	M	4903095581089		14	19					NO	NO	YES
MANDIES MATALA	M	5003235673081	1	4	18	10		1		NO	NO	YES
MOTSEKI NETE. W.	M	4703025666087	1	7	12					NO	NO	YES
SABASA Mathus	M	5501285767085		2	8	4				YES	NO	YES
Machungu NOKWANA	F	4903150756089		5	5	5	43	1		NO	NO	YES
NTSANGANE Dambile	M	640602611081		2	4					NO	NO	YES
QWANE MAMANGANA	F	3006050465081		1	6			1		NO	NO	YES
Sibango nyoi Lingeni	M	4804095234085		1	9			1		NO	NO	YES
Mohutsane <del>KATHELE</del>	M	4006215117089		1	4		15	4		NO	NO	YES
Kondile Tube	M	3100045293088	1	2	3	4	4	1		NO	NO	YES
Milohleha Male Mabin	F	5012230853087			1					NO	NO	YES
Kadebe Mzwanele	M	5011025772086	1	2	13	89				NO		YES
Machungu NOLUNGILE	F	6110180814080					9			NO	NO	YES
Mzikandaba Bongani	M	7104305628086				17				NO	NO	YES
Mube Samelo	M	8111285904089	1	3	13		11	1		YES	YES	YES
KHUMARO	F	6607110795081	1	3	18			2		YES	YES	YES
Pitso Tumaekile	M	6006166418808		3	4					NO	NO	YES
CATHA Tomas	M	667046057084		3	9					YES	YES	YES
Qwshela Gugulele	M	5003036237088	1	4	8	42	15	6		YES	YES	YES
Nkeleane Giron	M	4409145426084	2	4	26	12	10			YES	YES	YES
ma Sibini SAPHORWA	M	4801017517084		19	21	18	70	2		YES	YES	YES
Mathadi Thabang	M	7101265723084	2	8	30	185	84	1	2	YES	YES	YES
MOFALINGANE FETTER	M	5703106109089		1	6					YES	NO	YES

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04 - youths - 08 wama

44 - livestock



