

CONTRACT PARKS IN SOUTH AFRICA

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INTRODUCTION

South Africa's transition from a minority government to a democratic order explicitly required the transformation of all sectors of society. Parks and other conserved areas were not excluded from this process. In the past, the majority of South Africans were effectively prevented from enjoying the benefits of formal conservation areas, often bearing the costs associated with removal and exclusion from parks. However, the "fortress, fence and fines" approach became politically and socially unacceptable, and there were calls for more innovative means of ensuring that the dual goals of biodiversity conservation and social justice were met.

Various models aimed at achieving these goals have emerged, ranging from the more passive, where levies on park entrance fees are paid over to neighbouring communities (Hughes,¹ 2002), through more active involvement of neighbouring communities, for example on local management boards, to a few emerging models where communities own and manage conserved areas.

Co-management of parks in situations where local people have strong historical linkages to the land, is increasingly seen as a way of achieving ecological sustainability, social equity and economic benefit. The "middle road", perhaps, between complete community control and passive co-option. Fortunately, South Africa's National Parks legislation provides for the establishment of contractual national parks, whereby land owners enter into a contract with the relevant Minister and the area is formally proclaimed as a contract park, with the owners retaining title as well as negotiated rights. But how easy is it to achieve co-management, which genuinely satisfies the objectives and needs of the parties involved?

In what follows, the South African experience with co-management, in the form of three contractual parks involving local indigenous people, is described. Tentative 'lessons' are briefly discussed, bearing in mind that these are emerging and dynamic models with short histories, and any conclusions drawn today will quite possibly be found wanting as events unfold in the real world. We avoid any theoretical analytic framework, mainly because as ecologists we don't understand the exclusivist jargon of most of these, but endeavour throughout to apply common sense based mainly on personal experience of the cases described.

¹ Hughes, G. R. 2002. Democratisation: Biodiversity Conservation for all People-A Case Study from KwaZulu-Natal in Pierce, SM, Cowling, R.M, Sandwith T and K MacKinnon eds: Mainstreaming Biodiversity in Conservation. The World Bank.

THE EMERGENCE OF CONTRACT PARKS

During the build up to South Africa's transition from a racial minority government to a democratic order, the conservation establishment was rattled by a provocative paper in which Derek Hanekom and Louis Liebenberg of the African National Congress (Hanekom and Liebenberg, 1993²) argued that there was merit in considering the use of national parks for livestock grazing. This, they postulated, would make parks more relevant to local people, whose experience of them was largely one of conflict. Apart from being prevented from enjoying both provincial and national parks (black South Africans were restricted to "Bantu" game reserves in the homeland areas), in many cases people had been removed from parks, losing ancestral land and livelihoods in the process.

The paper evoked an immediate response from the conservation establishment, with arguments justifying parks ranging from their being 'in the national interest', to cigarette-box type calculations intended to demonstrate the economic benefits of park activities versus those of livestock grazing. The debate, mirroring that in other parts of the world, did however focus attention on park-neighbour issues. It was generally accepted that in line with the transformation of society and its structures, the conservation order would need to change in order to reflect the new dispensation and to become relevant to the majority.

Several steps were taken in this regard. At a national level, the National Parks Board (NPB) was restructured to reflect the demographics of society; new senior personnel were appointed from the historically disadvantaged sectors of society; and the name was changed to South African National Parks or SANParks with the motto "*Xamina Xawena*" "*for me and for you*" in the XiTsonga language. In order to explicitly address park-people issues, a totally new Social Ecology Unit was established.

The land restitution initiative, aimed at redressing the dispossession of land during the apartheid era, added impetus to the transformation process, with the formal gazetting of land claims in the Kruger National Park (KNP) by the Makuleke clan and in the Kalahari Gemsbok National Park (now Kgalagadi Transfrontier Park (KTFP)) by the †Khomani San (Bushman as they call themselves) and Mier communities.

Both the Makuleke and the Kalahari claims were recognised as valid and were not contested by the state. The Makuleke people received full ownership and title deeds to some 25 000 ha of their former land in the far north of KNP, and the †Khomani San and Mier communities each received 25 000 ha in the extreme south of the KTFP. In all cases, the claimants decided to maintain their land under conservation and entered into a contractual agreement with the Minister of Environment Affairs and Tourism to establish a formal contractual national park, legally registered as such in terms of the National Parks Act of 1976, as amended.

² Hanekom, D and Liebenberg, L 1993. Livestock grazing in National Parks. ANC occasional paper. ANC, Luthuli House, Johannesburg

The mountain desert Richtersveld National Park, owned by the Nama speaking people who had entered into a contractual agreement with the state in 1991, provides a further example of a contractual park, in this case established shortly before the democratic order. In the sections that follow, the contractual parks are described, and success or otherwise in terms of achieving effective co-management is discussed.

THE CONTRACT PARKS

Richtersveld National Park

The RNP covers an area of some 162 000 ha to the south of the Orange River along the border with Namibia, in the arid north west corner of South Africa. Essentially a mountain desert region, rainfall varies from about 15mm per annum in parts, to an upper level of around 300 mm. Extremes of temperature, ranging from the upper 40's to below zero degrees c, coupled with aridity, have given rise to high biodiversity, particularly floral diversity, with almost 50% of plant species endemic to this region (van der Walt, 1991³).

In the Richtersveld area, approximately 7 000 people live in four villages. Mainly descendants of Nama speaking Khoi pastoralists, the people are largely dependant on jobs in the diamond mining industry and small stock farming. Highly mobile flocks of livestock have been grazed within the current park boundaries for centuries. Mining and livestock grazing pose real and perceived threats to this area and formal proclamation was mooted during the 1970's as the natural richness of the area became better known to conservationists from outside the area.

Formal negotiations between the then National Parks Board and the local authority (the Northern Richtersveld Management Board, a structure of the so-called "coloured parliament" under the then prevailing apartheid tri-cameral parliamentary system) gained momentum during the late 1980's. The people of the Richtersveld however opposed the negotiations and impending proclamation as a National Park on the grounds that they had been excluded from the process, and were granted an interdict preventing proclamation by the High Court in 1989 (Surplus Peoples Project 1995⁴). Negotiations again commenced and eventually a contract was signed and the area proclaimed as a National Park in 1991.

Co-Management Model

In terms of the contractual agreement, NPB agreed to pay an escalating lease fee of R0.50 per ha per annum to the Richtersveld Trust (to be distributed annually to fund local development projects). Local people were to be treated preferentially when employment opportunities became available, and NPB undertook to establish an indigenous nursery with profits accruing to the Trust. An upper limit was set for livestock grazing in the park. A Management Planning

³ Van der Walt, P.T. 1991. Waarom dié bergwoestyn bewaar?. Custos 20 (6): 18 - 22.

⁴ Surplus Peoples Project 1995 Land Claims in Namaqualand. Formset Printers, SA

Committee or Bestuursplankomitee (BPK) in Afrikaans, ultimately comprising one representative from each of the four villages, one representative of the park livestock farmers, and four members of NPB was to be constituted. This committee was charged with drawing up a management plan and with the initial management decisions. NPB appointed a Park Head and other personnel.

Implementing the Model

The first draft of the Management Plan was prepared by NPB personnel and tabled in 1995, but failed to gain acceptance and was accordingly never ratified by the BPK. A virtual stalemate ensued, with a succession of Park Heads failing to achieve consensus with community representatives on the BPK. Furthermore, community support for the park dwindled as very few jobs and secondary economic activities emerged, and the nursery failed to materialise. Failure by members of the BPK to report back to their constituencies, and an abundance of rumours, further weakened efforts at joint management, with NPB virtually forced to go it alone.

In 2001, the SANParks agreed to the appointment of independent experts to participatively prepare a second version of the Management Plan, supported by the German Technical Co-operation body, GTZ. This version was eventually ratified by the BPK in 2002.

The second edition of the Management Plan clearly describes the powers and functions of a new structure to replace the BPK, a Joint Management Committee (JMC), designed to give effect to real co-management as well as to ensure accountability of the community representatives. It also clearly allocates tourism concession rights to the community and day-to-day conservation management to the SANParks, under the control of the JMC. It remains to be seen, however, whether the situation will improve and whether effective co-management will in fact be achieved, along with a more significant flow of benefits to the greater community.

A number of factors impacting on the success or otherwise of this particular case have emerged to date.

The rapidly changing macro-political environment between signing of the contract in 1991 and the emergence of a democratic order in 1994 has influenced people's perceptions of their rights - people have become less inclined to be merely co-opted and began demanding full rights and increasingly challenged the agreement. However, the SANParks with its skill levels and resources has remained the dominant partner to date. There have been only limited attempts by SANParks to build capacity at the level of the BPK and within the broader community, partly because of the historically 'rocky' relations between the parties.

There are still major disputes relating to the number of livestock in the Park, with indications of localized heavy overgrazing and accelerated soil erosion, particularly in the vicinity of the perennial Orange River, with obvious impacts on biodiversity in the area. It would also seem that this stock is owned by no more than six people and as such cannot be seen to be of benefit to the greater community. However, the interests of the livestock owners have in the past been well represented on the BPK, perhaps lending strength to this bias.

Importantly, internal community dynamics and power relations play a major role, with SANParks increasingly frustrated at lack of community cohesion and at 'go-slow' tactics employed by members of the BPK when power relations are threatened. In most, if not all rural communities, existing power relations and economic activities, some nefarious, are threatened by external interventions aimed at equitable and democratic sharing of benefits. In extreme cases (and not necessarily the current case), local 'warlords' resist and actively undermine such interventions (a common theme in community-park relations).

Mining interests further complicate matters, with significant areas negatively impacted by unrehabilitated mine scars, and access to operational mines still required. The mining fraternity argue that rehabilitation should happen in 'one go' in order to make it cost effective. However, this not only compromises the Park with respect to tourism development, but areas that could presently be recovering (and recovery is very, very slow in such an environment) are to be left sterile for another 10 to 15 years. Further, there is always a risk that the monies required for rehabilitation may not be available at the end of the project cycle (although these are theoretically supposed to be put aside in terms of the law) and that rehabilitation may in fact not take place.

The recent emergence of youth with a voice seems likely to influence further developments along the road to co-management. Seemingly no longer satisfied with the way the older generation and previous BPK went about matters, youth are becoming increasingly vocal, and articulately so, with clear views on how the conservation estate should be developed and managed. NGO support, including GTZ and Conservation International are assisting in this regard.

Finally, SANParks top management has again expressed support for the effective co-management of the RNP. However, this will have to be backed up with action at ground level. Park Management positions and appointments need to be reviewed, day to day management activities need to be assessed (it is understood that a great portion of resources are presently devoted to maintaining boreholes at stock posts), tourism development in the Park needs to be prioritised especially in relation to the opportunities offered by the formation of the Trans Frontier Conservation Area with neighbouring Namibia, and the terms and provisions of the contract between SANParks and the community need to be reviewed and modernised.

The Makuleke Region of Kruger National Park

Historically, members of the Makuleke Clan lived between the Luvuvhu and Limpopo Rivers along the borders with Mozambique and Zimbabwe. Livestock and rainfed agriculture along the floodplains, supplemented by wildlife products, formed the basis of the people's livelihoods. In 1969, some 3 000 members of the clan were summarily removed from their ancestral land in line with the 'grand' apartheid policy, and settled in the homeland of Gazankulu. The boundaries of the Kruger National Park were then extended to the Limpopo River to include this land. Justification for the inclusion of the Makuleke's land was based on the area's high biodiversity and high conservation value. Located in the sub-tropical north-easternmost region of South

Africa, the area contains species of flora and fauna not located elsewhere in South Africa. Makuleke people still wryly refer to the somewhat ironic situation whereby land they had lived on and used for over a hundred years, came to be regarded as ‘pristine wilderness’ by conservationists.

Shortly after the election of the democratic government in 1994, the Makuleke people initiated a land claim process, and entered into protracted negotiations with SANParks for the return of their land. An agreement was reached between the parties and ratified by the Land Claims Court in 1998. In terms of the settlement agreement, ownership and title were returned to the Makuleke people, in the form of a Communal Property Association (CPA) established in terms of the relevant land act. The Makuleke people in turn agreed to use the land in a manner that is compatible with the protection of wildlife and not to occupy, nor use it for agriculture or mining. The Makuleke retained full rights to commercial development compatible with the conservation objective, while the SANParks retained the rights to future gate fees.

Co-Management Model

In terms of the contractual agreement between the Makuleke CPA and the Minister of Environment Affairs and Tourism, the land was deproclaimed as part of a so-called Schedule 1 National Park, and reproclaimed a Contractual National Park in terms of Section 2(b) of the National Parks Act. In terms of the contract and as the owners of the land, the CPA has exclusive commercial and use rights of the Makuleke Region, whereas the conservation management falls under the control of a Joint Management Board (JMB). The JMB consists of six members, three from each of the parties, and chairmanship rotates annually. Decision-making is by consensus and the agreement describes a series of deadlock-breaking mechanisms, including referral to the parties’ principals; mediation and final arbitration. The Makuleke have the right to invite technical advisers to the JMB meetings.

The JMB is responsible for the management of the Makuleke region in accordance with the *Master Plan for the Conservation and Sustainable Development of the Makuleke Region of the KNP*, as accepted by both parties. The first edition of the Plan was produced under the guidance of the JMB and ratified by the parties in 2000. Conservation functions are performed on an agency basis by SANParks under the direction and control of the JMB. Commercial activities fall under the jurisdiction of the CPA and all activities of an income-generating nature are to the benefit of the CPA (only gate entrance fees accrue to SANParks). A decision of the CPA in this regard is deemed a decision of the JMB when it is tabled at the JMB meeting, immediately following the CPA decision. All commercial activities must be in line with the provisions of the Master Plan accepted by the parties.

Implementing the Model

The Makuleke agreement has been widely regarded as an innovative and fair model for co-management. The rights and responsibilities of the parties are clear and unambiguously spelled

out in the agreement as well as the Master Plan. Conservation principles are entrenched, and the right to use the resources sustainably and to develop tourism facilities are also clearly stated.

Throughout the Land Claim process, during the drafting of the Master Plan, and continuing to the present, the Makuleke have been supported by a range of NGO's and technical advisers. These have included GTZ, Ford Foundation and Endangered Wildlife Trust (EWT), as well as a group of technical advisers known as Friends of Makuleke. Several students were selected from within the community to undergo conservation, tourism and business management training at the tertiary level, supported by the EWT.

The JMB met on a regular basis soon after constitution, and the early agenda's reflect the Makuleke intent to develop the area for tourism as well as to derive income from limited hunting. Early meetings also reflect that the Makuleke delegates made full use of technical advisers from Friends of Makuleke, but that in time these advisers featured less and less as Makuleke confidence and capacity grew (Reid, 2001⁵).

Although meetings were generally constructive, tensions soon emerged (Steenkamp and Grossman 2001⁶). The first major dispute arose over the Makuleke intention to market the hunting of two buffalo and two elephant. Although tabled and agreed to by the JMB, the media soon heard of the intention and a veritable furore erupted, with animal rightists and the concerned public expressing outrage. SANParks personnel, including the official spokesperson, were reported in the media as stating that the hunt was illegal, as hunting was not allowed in a national park. A senior SANParks member instructed the Makuleke delegation who had successfully sold the hunts at a Safari Club International convention in Reno, Nevada, USA, to cancel the hunt as it was "illegal". The Makuleke stood by their rights, supported by the SANParks CEO as well as conservation NGOs such as the Endangered Wildlife Trust, and the hunt proceeded and realised more than half a million rand for Makuleke CPA.

On the advice of their contracted professional hunter, the Makuleke decided to include a small number of plains game in the second hunt scheduled for the following year. Again members of the SANParks objected, although the numbers to be hunted were well within sustainable limits. The Chief Executive of SANParks again intervened, using KNP data, and the second hunt went ahead, generating close to one million rand. Yet again, during a subsequent season, SANP members objected to the proposed hunting quota.

The CPA also called for proposals to develop and manage a 24 bed lodge in the Makuleke Region. SANParks participated in the bid evaluation process, the tender was awarded and the first lodge has started trading, with income and employment accruing to Makuleke based on an agreed formula with the developer and operator. Again the Makuleke experienced opposition from some quarters within SANParks, with allegations that the lodge impinged on the wilderness quality of the adjoining area. The legally required EIA process was however duly followed, the

⁵Reid, H (2001) *Contractual National Parks and the Makuleke Community*. Human Ecology, Vol. 29, No. 2, pp 135-155, 2001

⁶ Steenkamp, C.I. and Grossman, D (2001) *People and Parks: Cracks in the Paradigm*. IUCN South Africa Policy Think Tank 10

development approved, and SANParks appointed to monitor compliance with the terms of development.

Although SANParks are responsible for maintenance of conservation infrastructure, management tracks in the area have received little or no maintenance since the contract park agreement. The boundary fence with Zimbabwe is virtually wrecked but has not been removed or replaced, providing snare material for poachers. SANParks have repeatedly blamed lack of funds, and Makuleke have placed SANParks on notice regarding track maintenance. Furthermore, there has been no systematic transfer of skills or training provided by the Park authority, contrary to the spirit and letter of the agreement. *Ad hoc* training has been provided, mainly in security matters, and Makuleke students, sponsored by NGOs are in various stages of preparation for positions in conservation and tourism management. Makuleke members expressed their dissatisfaction at being excluded from discussions around the creation of the Great Limpopo Trans Frontier Park straddling South Africa, Mozambique and Zimbabwe, despite being a key land owner at the very point where the three countries meet. They have expressed further resentment at being excluded from discussions around the allocation to KNP of some R40 million towards the development of the Trans Frontier Park, by chance reading public notices informing of an EIA process relating to proposed developments on the banks of the Luvuvhu River across from their land. SANParks members of the JMB acknowledged and undertook to rectify these omissions.

The question arises as to why members of SANParks have consistently tried to block the Makuleke from exercising their rights, especially to hunt on a sustainable basis. It would seem this was a result of unfamiliarity with the terms of the settlement agreement on the part of some, but there are indications that there has been a reluctance to relinquish the power enjoyed under the previous Schedule 1 National Park status (Reid, 2001; Steenkamp and Grossman 2001).

To date, conservation objectives in the Makuleke Region are being met, sustainable use in the form of hunting has contributed over R2 million, the first lodge developed in conjunction with the private sector is open for trading and the second lodge negotiations are far advanced. Maintenance of the conservation estate, the responsibility of SANParks lags, and many SANParks members have yet to accept that the sole control, or power, once enjoyed, no longer applies, despite full endorsement of the co-management model by senior SANParks personnel. The Makuleke people have displayed a high level of cohesiveness, often absent from other communities (see San case study below), and through their self-initiated tertiary training of students, and use of external experts where needed, have a high level of capacity relative to many rural communities in the region. Importantly, there appears to be a strong and mutually supportive relationship between the CPA Executive committee and the traditional authority. This is in stark contrast to the tensions often experienced between traditional and civic structures elsewhere.

!Ae Kalahari Contract Park in the Kgalagadi Transfrontier Park

The Kgalagadi Transfrontier Park (KTFP) is located in the northernmost part of the Northern Cape Province, bordering Botswana in the east, Namibia in the west and the Mier Area to the south. The Contract Park is located at the southernmost extremity of the South African side of

the KTFP. The temperature is moderate to severe and the KTFP lies in one of the hottest regions of South Africa. The rainfall varies greatly, occurring mostly as thunderstorms in the summer months. The annual rainfall increases from 150 mm, in the south-western part where the Contract Park is located, to 350 - 400 mm in the north-eastern part of the KTFP. Few vegetation types in South Africa are as well preserved as that of the Park.

Ownership of land in the Contract Park is shared between the †Khomani San and the Mier Communities. As their stories differ somewhat, they will be separately described for the sake of clarity.

The †Khomani San land claim, lodged under the legal framework provided by the 1996 Constitution, and settled by the South African Government after negotiations rather than being adjudicated in court, is the only current example of a successful aboriginal land claim in Southern Africa, and provides an area of 65 000 hectares to the San in addition to extensive land use rights in and to the Kgalagadi Transfrontier Park (Chennels, 1999⁷).

The then named 'Southern Kalahari San' were evicted from the Kalahari Gemsbok National Park soon after its formation in 1931, and spread over the Southern Kalahari in a wide diaspora into South Africa, Botswana and Namibia. At the time of the institution of the land claim they were no longer a functioning or definite community. As with other displaced indigenous peoples, the San had largely been assimilated into or dominated by the local pastoralist groups, and the ancient cultural practices were but sporadically maintained in isolated groups.

In March 1999 an area of 36 900 hectares of farming land around the confluence of the Molopo and Nossob rivers, about 50 km south of the Kgalagadi Transfrontier Park was returned to the San. . This was the first phase of the land claim and for a period of two years the second phase of the land claim, that for land in the Park, was to be held in abeyance, as the scattered members of what was now named the †Khomani San (an estimated 1 500, named †Khomani after the name of the largest of the original Southern Kalahari San groupings) utilised the period to organise their own self-government, and to commence the novel process of managing communally owned farms. The challenge was the fact that the community had dispersed to the point that no central coherence remained, and the elected representatives had to lead this re-constituted and "virtual" community without the benefit of past policies or practices. Many of the normal lessons of democracy had to be learned, and in the absence of a functioning "tribal council" or other authoritative body, legislation required the San leaders to operate in accordance with received western notions of "representative democracy" (Chennels 2002). However, this complex process has been seriously undermined by a lack of adequate government and NGO support and to date has not been achieved.

Whilst the process of community rebuilding was theoretically under way, negotiations around the Park recommenced with the interests of the San Community being represented by their lawyer and an elected Park Sub-Committee. The agreement that was finally reached can be summarised as follows:

⁷ Chennels, R. (1999) *What have we achieved?* 21 March 1998. Unpublished. South African San Institute.

- ◆ Ownership of 25 000 hectares on the southern boundary of the Park, within which area the San will be relatively free, within the limits of a negotiated Contract Park to carry out cultural practices, to hunt, collect bush foods, and conduct eco-tourism ventures. These will include walking and overnight trails, four by four routes, etc. It is accepted by the San that no permanent residence will be allowed in the Park.
- ◆ Priority Commercial Use of the area between the owned area and the Auob river. In this Zone the †Khomani will be entitled, in addition to all cultural practices, to formulate and conduct eco-tourism projects, in partnership with the SANParks or otherwise.
- ◆ Symbolic and Cultural Use of an area comprising about one half of the South African section of the Park, namely about 4 000 square kilometers in the southern section of the Park. This right means in effect that the San are able to utilise almost the entire area of their traditional and ancestral use, for any reason other than commercial. What is envisaged here is the taking of groups of elders and youth deep into the Park, where they can experience the Kalahari as it was, and live off the land as they once did. One or more central sites will be developed where the elders can gather regularly, and which they will utilise as a springboard into the vast red-duned areas of the Kalahari.
- ◆ Commercial Opportunities. The South African National Parks have recognised that the San heritage is and should be inextricably linked with the identity of this section of the Kalahari, and intend to find ways to give substance to that notion. A jointly owned (San, Mier and SANParks) commercial Lodge has been agreed in principle, at which San will be employed not only as trackers but also in other capacities. Further commercial opportunities are being discussed at present, where guests will be able to explore the Kalahari through the eyes and experience of the †Khomani San.
- ◆ An International Heritage Listing will be applied for in due course, to register the interaction between the ancient culture of the †Khomani San and the conservation of the unique Kalahari ecosystem. In this respect it is envisaged that the government of South Africa will become a stakeholder and partner in the process.

The Mier people too have a history of dispossession as they also inhabited the area, which now constitutes the Park, but now live in the Mier region, a former proclaimed ‘coloured’ area under the Gordonia Land Settlement Act (DANCED 2000a⁸). Some of the remaining farms reverted to the State, and others formed part of the Kalahari Gemsbok National Park. Like the San, the Mier were originally allowed to continue living in certain areas within the Park, but they lost their rights to hunt and manage stock on the land, and were eventually forcibly removed to State land reserved for them under the settlement schemes of the 1930s. From 1890, the Mier community had occupied, on a permanent basis, at least 10 areas of land inside the Park, making up about 90 000 hectares from which they were forcibly removed. Park proclamation also meant that they lost a further 200 000 hectares of land for hunting and traditional use (DANCED 2000a).

⁸ DANCED (2000a) Status report. Pilot parks: Kalahari Gemsbok National Park. DANCED: Capacity building in SANP. SANP Pretoria.

The Mier community currently numbers about 5 500 people who live in six settlements below the Park, all of which have poor water supplies and no electricity. Education and job opportunities are limited, and literacy is estimated to be 10%. Most of those without land rely on farming for their income, but only have access to about 150 farms which is not enough to meet their economic needs (Chennels 1999).

In December 1998, the Mier community, represented by the Mier Transitional Local Council, lodged its own land claim for land both inside and outside the Kalahari Gemsbok National Park (Chennels 1999; Reid 2001⁹). Their claim was based on the fact that the whole Mier area had been used for habitation, religious and cultural practices, grazing, cultivation, hunting, water trekking, harvesting and the use of a wide range of natural resources which were originally recognised and managed under a system of exclusive indigenous law (DANCED, 2000a). This considerably complicated the issue, as the area claimed overlapped substantially with land claimed by the San, and many San would also be partial beneficiaries of the Mier claim having since become Mier citizens (Chennels 1999; Reid 2001). Numerous urgent discussions followed aimed at trying to resolve all the complicated issues and negotiate a creative solution that would enhance benefits for the San and Mier communities, and SANParks (Chennels 1999).

The land claims were resolved at the eleventh hour in March 1999. SANPark's official approach to land claims and land restitution is that they do not necessarily jeopardise the conservation of biodiversity (Social Ecology and SANParks 2000¹⁰). They therefore released 50 000 hectares of land within the Kalahari Gemsbok National Park in an area 10 kilometres south of the Auob River. A settlement agreement was drawn up with the following conditions; the official granting of the land had to be negotiated by the Department of Land Affairs, and the San and Mier communities, and parliamentary approval was necessary for deproclamation of the area as a Schedule 1 National Park and reclamation as a Contractual National Park. The settlement stated that the land would be managed in line with a contract to be drawn up between the three parties, and that it may not be used for residential or farming purposes. It was agreed that half of the 50 000 hectares released would be given to the San (the eastern side), and half to the Mier community (the western side).

Co-Management Model

The !Ae Kalahari Contract Park is to be co-managed by a Joint Management Board comprising three SANParks officials (including the Park Warden as an *ex officio* member), and three to five representatives of both the San and the Mier Communities. Decisions will be by consensus. The principle of adaptive management has been adopted and the Park will be managed in line with the officially accepted *Master Plan for the Management and Development of the Kgalagadi Contract National Park* and its stated objectives. In terms of the agreement, SANParks will provide the necessary staff for the conservation management function of the Park.

⁹ Reid, H (2001) Unpublished research paper. University of Kent at Canterbury, UK.

¹⁰ Social Ecology and South African National Parks (2000) Visions of change. Published by Development Communications Corporation in association with South African National Parks.

In general terms, the JMB is responsible for the formulation, implementation and monitoring of an effective framework for the management and development of the Park.

Implementing the Model

A substantial period of time elapsed between the de-proclamation of the Park as a Schedule I National Park and its re-proclamation in terms of Schedule 2(b) of the National Parks Act as a Contractual National Park. The signing ceremony took place in August 2002, whilst South Africa was hosting the WSSD. This was viewed by some as being rather cynically opportunistic in timing, especially given that whilst the event was touted as indicating the success of land reform and conservation initiatives in the country, the 'on the ground' reality of the matter was, and continues to be somewhat different. Furthermore, once the fan-fare died down and to date, little more has transpired with respect to implementing the terms of the agreement and initiating co-management of the Park.

The situation in the Kalahari is characterised by complex dynamics both within and between the communities and progress with Park matters cannot be seen in isolation from resolving greater CPA issues. Whilst the Mier Community tends to be more cohesive and institutionally functional, the San Community is constituted of a widely dispersed range of people with very different aspirations and is not yet even fully defined (a final list of CPA members is still to be officially adopted). Great tensions exist within the San community and the lack of progress on many issues and even the degeneration of the situation since the transfer of land to the San in March of 1999 has exacerbated these. Despite numerous promises from Land Affairs, support has been slow in coming and a lack of resources and capacity, coupled with corruption within the CPA Management Committee(s) has added to the frustration. Against this backdrop, progress with respect to implementing co-management in the Park has and will continue to be slow unless proactively addressed. Furthermore, whilst it might be expected that SANParks would take the lead in this respect, there seems to be reticence at a local Park Management level to do so. Discussions that have been held between the parties to date relate to the development of a jointly owned lodge at some location in the Contract Park. The San have been hesitant to take these discussions further, feeling that they are premature and perhaps not yet feeling sufficiently empowered to do so.

A further factor undermining progress is the lack of substantial and suitable NGO support to the community in most areas, including conservation. Of the NGOs involved, the Southern African San Institute (SASI) has traditionally focused on cultural and linguistic issues, whilst Farm Africa has been played a smaller role, predominantly focusing on a Land Care project in the area and livestock on the farms owned by the San. Whilst other NGOs have to a lesser degree been involved in funding investigations into suitable settlement and land use options in the early stages of the negotiations, funding for projects and NGO interest does not seem to be forthcoming - surprising given the high profile internationally of these First Peoples (or because of it?).

The more 'traditional' members of the CPA, largely members of a clan who were the last residents of the Park are strongly attached to the Park and place a high value on rekindling their

material, cultural and spiritual connections to the land. For them perhaps more than anyone it is important that the terms of the agreement are properly met and that justice is done, not just on paper but in the effective and successful implementation of what is planned in a mutually constructive and co-operative manner.

One positive step towards improving Park-Community relations is the imminent appointment of a San Liaison Officer to be based at the Park. The objectives of creating such a position are to improve the flow of information between the parties and to facilitate the implementation of the agreement. However, even at this early stage there are signs that local Park Management may not be in sync with the thinking at head office (where the post was created) and the role and authority of this person and the existing Park Sub-committee have already been undermined. This type of problem was also previously evident in that whilst the San and Mier were already *de facto* owners of land in the Park, they were not consulted during negotiations with Botswana over the formation of the KTFP. It should also be noted that little of the strategy related to communities and education around wildlife as contained in the Management Plan for the Kgalagadi Transfrontier Park¹¹ has been implemented.

The situation with respect to the Mier Community is simpler in that, as previously mentioned, the community is more cohesive, institutionally functional (a Local Council is in place), has greater capacity and experience, is more empowered and has fewer expectations and less reliance on the outcome of what happens in the Park. They have successfully managed a relatively lucrative hunting and tourism (4X4 trails) operation on their land bordering the Park for a number of years and there are a number of successful small stock farmers and entrepreneurs in the area.

It remains to be seen how this co-management model, theoretically fair, will develop over time, but it is fairly certain that without a concerted effort at capacity building and the empowering of all parties as well as the will to work constructively and co-operatively in the spirit of the agreement, progress towards the implementation of the agreement and the achievement of the objectives laid out in the Master Plan will be protracted and limited.

IN CONCLUSION

Is genuine co-management effectively being achieved in these examples of South Africa's Contractual National Parks? The answer to date has to be a 'no', however, promising advances have and are being made in this regard as lessons are learnt and system 'drivers and parameters' change. As Magome & Murombedzi (2002)¹² contend, devised under the apartheid regime in an attempt to expand national parks by entering into agreements with politically powerful private landowners, the contract national park model was not meant for the disadvantaged majority of black people, with the result that the unequal treatment of private and communal landowners in their contracts with the state represents a new form of 'ecological apartheid' in the democratic

¹¹ Kgalagadi Transfrontier Park Management Plan. 1997. SANParks, South Africa & DWNP, Botswana.

¹² Magome, H & Murombedzi, J (2002) Sharing South African National Parks: Community Land and Conservation in a Democratic South Africa. *Decolonising Nature*. pp 108-134. ?

South Africa, perpetuating a dual tenure system (individual freehold for white farmers and communal tenure for black farmers) and preventing communities from reaching the full potential of possible resource utilisation.

Whilst the conservation objectives of Contract Parks are rarely directly compromised, at least not in the short term (Richersveld perhaps being an exception though large parts of the park remain inaccessible to stock farmers and the diamond deposits tend to be alluvial and concentrated along the rivers), in the medium to longer term they may be compromised if anticipated social and economic benefits do not accrue to the community and if areas of conflict are not adequately addressed. How fast true power sharing can be achieved depends on the local circumstances as well as the prevailing political climate. It tends, however, to be a long process that is affected to a greater or lesser degree by a number of factors. These would seem to include the following:

Clearly defined contracts are needed that accurately account for and equitably attribute short and long term costs and benefits and, crucially, rights and responsibilities of the parties;

A clear understanding of the letter and spirit of the contractual agreements by all concerned;

A willingness to devolve authority and the embracing of the principle and ethic of co-management at local park level (not just at the political and corporate head office level);

The availability of the necessary resources for capacity building and skills transfer and the willingness to do so;

The empowerment of communities to ensure equal weight in co-management;

Strong NGO support both technically and with respect to capacity building – good ground work and follow through with community members is essential;

Cohesive communities with few internal issues tend to be more successful at the outset;

External factors need to be properly accounted for – these include regional development issues, political will etc;

There needs to be a sensitivity to local politics and internal community dynamics by Government and Parks;

Strong committed characters and champions are needed from all parties (community, parks and government)- the “right” model with the “wrong” people will invariably struggle or fail;

Strong institutional arrangements must exist in both park authority and communities and provision must be made for the fact that building and equipping such institutions usually involves much time and high transaction costs;

The differences between communities means that situation-specific, tailor made approaches are likely to be more successful and that a rigid, ‘blueprint’ approach should be avoided;

Rushed processes and negotiations due to political pressure also seem to present a recurring problem and this should be guarded against where possible, as the time saved at the outset often results in delays and conflict further down the line; and

Co-management is based on the assumption that communities do in fact want or need to be actively involved in management. Whether this is so in every case is a moot point, and in

some cases (e.g. the Mier case study above) the community may be well satisfied with a less active landlord role.

In time, issues of financial sustainability will in all probability emerge, given the growing pressure on parks to pay their way. Parks such as Richtersveld and Kalahari have limited income-generating potential, given their locality, extreme climates and limited carrying capacities. Of course, dependency on income generated could change if government accepts that commitment to international conventions and to the conservation of at least 10% of the country is likely to require some form of subsidization by society.

Finally, contract parks, with well defined owner groups, are less likely to suffer from the immigration of 'outsiders' as the honey pot effect of economic stimulation unfolds, a phenomenon bedeviling other forms of Community Based Natural Resource Management.