

Joint Venture Options for Communities and Safari Operators in Botswana

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Foreword

A great number of communities in Botswana, especially in the remote areas of the country, still live in poverty despite the overall national economic development. There are few formal jobs and few income-generating activities in these communities. Arable and livestock potential is limited due to adverse climatic conditions. People subsist on drought relief and other Government aided programmes. But the opportunities of engaging in the management of community-owned natural resources have changed things drastically. A growing number of village organisations (Community Based Organisations) have secured the management responsibility over “their” natural resources and are slowly gaining experience in exploiting these resources in a sustainable manner.

The model followed in most cases has been one of joint venture agreements between the community - owning the resource - and a private sector company - having the investment, management and marketing potential. Substantial revenue has been generated for community-reinvestment and large number of jobs created. In this way two prime needs of community members have been satisfied: money and jobs. There is reason to be content with this progress.

However, we do not want to sit back and relax. What draws our attention is the unequal balance in capacity between the two partners in most joint venture agreements: the community is selling its resources to the enterprise for money and jobs, while the company is responsible for the entire development of the enterprise. While the ability of the company to control the development process grows, hardly any capacity is built at community level to initiate and sustain economic development. The result might be a growing community bank account, but also an increasing dependence on outside agencies. This is a reason not to be content.

This paper on joint venture options gives us some food for thought. How can we (both partners) get more out of joint venture agreements? How can we encourage more (and secure) investments by the private sector partner while building up the community capacity in managing business ventures? How can we create business ventures to the mutual advantage, while local people develop the necessary skills to start their own business at their own pace, following their interests? People want to learn and joint venture partnerships offer an opportunity for “learning by doing”. More rural people acquiring business related skills would lead to more investments, higher incomes and more jobs. That would benefit everybody and that is what we all call development.

This document is the sixth in the Occasional Paper Series of the IUCN/SNV CBNRM Support Programme. The Papers intend to promote CBNRM in Botswana by documenting experiences and lessons learnt during the implementation of the concept by the practitioners in this field. Stakeholders such as Government agencies, NGOs, private sector and CBOs who are involved in CBNRM are often too busy implementing to share experiences on success and failure with others. The CBNRM Series hopes to fill this information gap.

Relevant CBNRM related information would assist in bringing together all stakeholders who have an interest in what the concept stands for: social and economic empowerment of rural communities and natural resources conservation. Fully informed stakeholders can understand each other’s specific opportunities, problems, roles and responsibilities and dispel feelings of mistrust due to misinterpretations of regulations and procedures or unrealistic expectations. The Series is aimed therefore at all practitioners who deal with CBNRM in Botswana and to provide them with information that should assist them in successfully applying the concept. As chairman of the Botswana Network of Community Based Organisations involved in CBNRM (BOCOBONET) I truly hope that also this publication achieves this aim.

The publications in the Occasional Paper Series of the CBNRM Support Programme are distributed free of charge to all institutions involved in CBNRM in Botswana and to a selected readership in Southern Africa. All documents are also freely available for downloading on the website of the CBNRM Support Programme: www.cbnrm.bw

Douglas Lecholo
Chairman of BOCOBNET

IUCN - The World Conservation Union

Founded in 1948, IUCN brings together States, government agencies and a diverse range of non-governmental organisations in a unique world partnership: over 900 members in all, spread across some 136 countries. As a Union, IUCN seeks to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable. A central secretariat co-ordinates the IUCN Programme and serves the Union membership, representing their views on the world stage and providing them with the strategies, services, scientific knowledge and technical support they need to achieve their goals. Through its six commissions, IUCN draws together over 6 000 expert volunteers in project teams and action groups, focusing in particular on species and biodiversity conservation and the management of habitats and natural resources. IUCN has been operating in Botswana since 1984, when IUCN was invited to assist the Government in the preparation of the Botswana National Conservation Strategy. The IUCN Botswana Office was established in 1991. Since then, the IUCN Botswana Programme has been involved in drafting environmental policies, strategies and legislation; formulating management plans; identifying the environmental interests and needs of the business sector; as well as providing support and capacity building to NGOs and CBOs in the country. For more information, visit the Internet on <http://www.iucnbot.bw>

SNV Netherlands Development Organisation

SNV Netherlands Development Organisation strengthens local government and non-governmental development organisations, with a view of making a sustainable contribution to the structural alleviation of poverty in rural areas in developing countries. It deploys skilled professionals for this purpose. Over 700 Dutch and local experts are currently involved in the transfer and exchange of knowledge, skills and technology. SNV's 26 field offices are active in 28 countries throughout Africa, Latin America, Asia and Europe. SNV Botswana has been operating since 1978, building up experience in land-use planning, rural development and community mobilisation. The organisation works in conjunction with local organisations and Government to reach its target populations of poor rural women and marginalised minority groups in western Botswana, which are mainly the Basarwa (San or Bushmen). For more information, visit the Internet on <http://www.snv.nl>

IUCN/SNV CBNRM Support Programme

The Community Based Natural Resource Management Support Programme is a joint initiative by SNV Botswana and IUCN Botswana. It is built on SNV's experience in CBNRM pilot projects at the grassroots level and on IUCN's expertise in information sharing, documentation of project approaches, and establishing dialogue between Non-Governmental Organisations, Government and private sector on a national, regional and international level. The three main objectives of the programme are: 1) to establish a focal point for CBNRM in Botswana through support to the Botswana Community Based Organisation Network (BOCOBONET); 2) to make an inventory of and further develop CBNRM project approaches and best practices, and disseminate knowledge regarding implementation of CBNRM activities through the provision of information and technical advice to CBNRM actors; 3) to improve dialogue and co-ordination between CBOs, NGOs, private sector and Government. For more information, visit the Internet on <http://www.cbnrm.bw>

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Documents Consulted

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A special thanks to Jeffrey Bookbinder for his attempts (in the appendix to this paper) to make the legal terminology regarding “joint ventures” more accessible. Additional thanks for his efforts to draft an example of a partnership agreement, which may assist communities and private companies to look beyond the model of sub-lease agreement that has been applied to date.

Tshoboko

Maikaelolo a mokwalo o ke go tlhagisa le go buisana ka ga dintlha tse di teng tse di farologanyeng di ama kgwebo e e kopanetsweng mo Botswana go akarediwa le Aferika yo o mo borwa. Go simolola ka ngwaga wa 1993 fa kgwebo ya ntlha e e kopanetsweng e ne e tlhlongwa mo Botswana, tsamaiso ya tsela e e neng ya dirisiwa e ntse e nngwe fela fela fa e sale go simolola foo – e dirwa ka ntlha e e motlhofo ya tumelano ya go hirisetsa ba bangwe. Se eleng tsone dipoelo tota mo baaging ba metse ya dikgaolo tsa magae e nna madi, ditiro di se kae, ga mmogo le nama, mme fa mo dikomponeng tsa diSafari gone go nna le tshwanelo ya go dira letsomo kgotsa go dira bojanala ka go kapa ditshwantsho. Famorago ga dingwaga tse di supang, a se mme e ntse ke yone tsela e e siameng e e tshwanetseng go dirisiwa? Gongwe ke yone, mme legale ditsela tse dingwe di setse di kile tsa lekelediwa mo go yone kgaolo eno. Mokwalo o ka lebaka le o leka go tsibosa megopolo ya baagi ba metse e e kwa dikgaolong tsa metse ya magae, ba tsamaisi ba dikgwebo tsa diSafari ga mmogo le batsaakarolo ba bangwe go batla dikgwebo tse di tlhakanetsweng tse di ka tlisang seemo se se golwane sa ditiro tse di farologanyeng ga mmogo le dipoelo tse di tlaa nnang teng mo lobakeng le le leele.

Fa re re 'Kgwebo e e kopanetsweng' re raya eng? Go ya ka ba lephatla la diphologolo le makgabiso naga (DWNP) mo Botswana, go tsewa mo bukaneng ya melawana ya kgwebo e e kopanetsweng, go kopanela kgwebo go raya se:

“tiro ya go dira kgwebo e e dirwang fa gare ga batho ba ba gwebang mmogo ba ka nna babedi kgotsa go feta, ba dirisana mmogo gore ba kgone go bona dipoelo. Batlhakanela kgwebo mo seemong sa baagi ba metse ya dikgaolo tsa magae e tlaa nna batho ba ba nnang mo kgaolong eo, ba ba nang le ditshwanelo tsa go dirisa meamuso ya tlholego e e bonwang mo kgaolong, le dikgwebo tse di tlhomilweng tsa dikompone tsa ba ema nosi ba ba nang le temogo ya gore lefelo le ka nna le seemo sa go tlhabololwa kgotsa go tsamaisa kgwebo”.

(DWNP 1999:1)

Go na le kgonagalo ya go nna le phetogo e ntsi thata mo tlhalosong e – thulaganyo ya mofuta ofe fela e e teng fa gare ga dikgwebo tsa ba ema nosi le baagi ba metse ya magae ba ba nang le ditshwanelo mo tirisong ya meamuso ya tlholego e a akarediwa, a e ka nna tirisano mmogo ka go tlhakanela kgwebo fa gare ga kompone ya Safari le baagi ba metse ya magae, go tlhabolola le go tsamaisa lefelo la boitapoloso, kgotsa e le tumalano ya go hirisetsa ba bangwe mo seemong sa fa kompone ya Safari e tlaabong gongwe e duelela baagi ba metse madi a go dirisa selekanyo sa bone le lefatshe la bone go dira letsomo. Ka seemo se legale mo Botswana, kgwebo e e tlhakanetsweng e raya se se tlhalositsweng fa morago fa.

Gongwe se ga se sone bothata ka bo sone. Le fa go ntse jalo, fa re lebisisa gape maikemisetso a e leng one a lenaneo la CBNRM, foo gone tiro e e kgoreletsang ya baagi ba metse ya magae gore ba kgone go tseenelela thata mo ditirong tsa go kopanela kgwebo se supa fa e le gore re a tlhabela mo go se re neng re ka kgona go se dira. Lenaneo la CBNRM le lebelelwa e le le le nayang baagi ba metse ya magae sebaka sa go tlokafatsa matshelo a bone le go nna le bokgoni gore go tle go nne le thotloetso ya go somarela meamuso ya tlholego. Le fa go ntse jalo, dithotloetso kgotsa dipoelo tse di ditshwanetse tsa tshwaragannwa ka go lebagana le tsamaiso e e siameng ya meamuso ya tlholego gore go tle go supege go feletse bo mosola ja ditiro tse mo bathong ba ba farologanyeng ka bo bone. Molao wa ga Murphree wa 1993 o tlhalosa gore tirisano mmogo e e siameng fa gare ga tsamaiso e e nang le boleng jo bo kwa godimo, le seemo sa dipoelo tse di bonwang, ke one molao o o tlwaelegileng wa tsamaiso ya meamuso ya dithoto tsa morafe. Go tlhofofatsa se, baagi ba metse ya magae ba tshwanetse go “amogela” kgotsa go “berekela” dipoelo ka go dira ka natla go tlhokomela tsamaiso ya diphologolo. Go dira thata ka natla ga bone mo ditirong tsa tsamaiso, dipoelo tse di ntsi tse ba tlaa di bonang di ba boela. Mo seemong se se teng sa ditumelano tsa kgwebo e e tlhakanetsweng mo Botswana, go santse go na le dipharologano tsa dipuisano tsa gore a mme sone seemo se ke sone.

Go tlhakanngwa ga tshomarelo le tlhabololo ya metse ya magae mo go dirwang ka lenaneo la CBNRM go supa ponelopele e e bontshang fa meamuso ya tlholego e somarelwa ka go dirisiwa ka go itirela matshelo ke baagi ba metse ya magae, ba ba kgonang ka lebaka le go bona dipoelo tsa

yone. Fa re lebelela ntlha e go ya pele, lenaneo la CBNRM le ka kgona go lebiwa e le leano la ditlhabololo tsa metse ya magae le le neelang baagi ba dikgaolo tse sebaka sa go fetola maano a bone a go itshetsa le go kgona go laola tsela ya bone ya ditlhabololo ka tsela ya meamuso le kitso e ba ntseng ba na le yone. Lenaneo la CBNRM ka bo lone ga le a tshwanela go nna sone se se ikaeletseng. Tsamaiso e e atlegileng ya lenaneo la tsamaiso ya ditiro tsa metse ya magae tsa meamuso ya tlhologo e ka nna kgololesego ya go gatelopele ka go itirela ga baagi ba metse ya magae le mo go bone batho fela ka bo bone gore ba kgone go ipatlela ditsela dingwe fela tsa thotloetso tse ba ka di tlhophelang mme di ba siametse.

Ditshwanelo tsa baagi ba metse ya magae mo meamusong ya tlhologo di tlhalosiwa ga ntsi mo tumalanong ya ntlha ya go hirisa e e dirwang fa gare ga ba lephatla la kabo ya ditsha le baagi ba metse ya magae. Go hirisa ga ntlha ga baagi ba metse ya magae mo kgaolong ya letsomo e e laolwang ka fa molaong go letlelelwa go fitlhela mo dingwageng tse di tshwarang lesome le botlhano (15 years), tse tlhano (5) tsa tsone di ka kgona go ntshafadiwa. Le fa go ntse jalo, fa baagi ba metse ya magae ba eletsang go hirisa ba bangwe gore ba dirise lefatshe la bone e le ba kompone ya diSafari, mo seemong se ba tlaa tshwanelwa ke go simolola la ntlha ka tumelano ya go hirisa e e kgaogantsweng ga bedi ka dingwaga tse di tshwarang ngwaga o le mongwe fela mo go nngwe le nngwe ya tsone. Kwa morago ga mo, ba ka tshwanelwa jaanong ke go tsena mo tumalanong ya go hirisa ba bangwe ya dingwaga tse tlharo, go tloga foo ba bo ba ya kwa tumalanong ya dingwaga tse tlhano, fa di fela ba bo ba tsenya tse dingwe gape tse tlhano. Se se raya gore, baagi ba metse ya magae ba letlelelwa fela ditumelano tsa ntlha tsa nako e khutshwane tsa dingwaga tse 1-1-3-5-5. Se se ile sa dirwa go sireletsa baagi ba metse ya magae ba ba senang kitso epe e e kalo mo ditirong tsa kgwebo gore ba seka ba iphitlhela ba ipatikile ka go dirisana le motho yo ba sa batleng go berekisana le ene kgotsa ba pitlagantswe ke tumalano e e sa ba siamelang. Le fa go ntse jalo, ka tsela e nngwe gape go ngotla kgonagalo ya go oketsega ga ditlhabololo tsa kgwebo ga mmogo le thutuntsho mo go ka dirwang ke batsamaisi ba kgwebo ya diSafari le baagi ba metse ya magae.

Dikgwebo tse di tlhakanetsweng le go hirisa ba bangwe ga dikgaolo tse di tsamaisiwang ke baagi ba metse ya magae di neelwa batho ka tsela ya go dira ipapatso. Fa baagi ba motse wa kwa magaeng ba lemoga gore ba batla go simolola kgwebo e e tlhakanetsweng, mo seemong se jaanong ba komiti ya kgakololo ya tsamaiso (kgotsa lekgotlana le e seng la mmuso le le tlaabong e le lone le le ntshang dithuso) le tlaa ba gakolola ka go dira mokwalo wa tsamaiso le go ipapatsa le go phatlalatsa ka mokwalo lefelo le le tlaa bong e le lone le tiro eo e direlwang mo go lone, e le la CHA. Mokwalo wa baagi ba metse wa tsamaiso ya go ipapatsa o tlaa laola gore ba ba eletsang go tsenelela ipapatso e ba ka ntsha bonnyenyane ja selekano se se kae, le gore dipoelo kgotsa ditiro ba tlaa tlhokana le tsa mofuta ofe. Go fa sekai, rakgwebo wa Safari go ka tlhokafala gore a tlhame ditiro tsa palo e e eletsegang, go rutuntsha, ditlhabololo kgotsa di dirisiwa. Makgotlana a le mararo a tlhokomelo mo Botswana (Cgaecgae Tlhabololo Trust mo NG4, Okavango Jakotsha Community Trust mo NG24, le Nqwaa Khobee Xeya Trust mo KD1) ba ile ba dira mananeo a tiriso ya lefatshe le tsamaiso ya di CHA tsa bone, a a tlhalosang maikaelelo a baagi ba metse eo ga mmogo le ditiro tsa bone mo dingwageng tse tlhano tse di tlang. Dintlha dingwe tsa mananeo a di ka nna tsa neelwa ba dikompone tsa diSafari gore ba tle ba kgone go itse go le go ntsi ka mananeo a tebelopele a baagi ba metse e, le gore gape ba tle ba kgone go tsenya dintlha tse di tlhokiwang tse mo mananeong a bone a go ithagisa. Ba dikompone tsa diSafari ba tshwanetse go tlisa "mokwalo wa tsamaiso ya go dira tiro", o o tlaa tlhalosang gore ke dipoelo tsa mofuta ofe tse ba tlaa di tlisetsang baagi ba metse ya magae, le gore ba tlaa kgona go dirafatsa jang maitlamo a bone ga mmogo le ditiro tsa ditsamaiso tsa baagi ba metse ya magae.

A mme seemo sa tsamaiso e e teng sa kgwebo e e kopanetsweng se se dirisiwang mo Botswana a se tlaa nna le seabe mo nakong e telele go ya ka tebelopele ya meamuso ya tlhologo e e teng e e dirisiwang ka tsela ya go dira tsamaiso e e tlisang dipoelo mo baaging ba metse ya magae ba ba kgonang go itirela? Ditumelano tsa go hirisa ba bangwe di lebeba di lebaganya dipoelo le diphologolo, mme ebile gape tsone dipoelo tseo di bonwa ke bone tota baagi ba metse ya magae. E ile ya nna kgato e e botlhokwa thata ya lenaneo la CBNRM gore baagi ba metse ya magae ba nne le tiriso ya lefatshe ka fa molaong le meamuso ya tlhologo le gore batsamaisi ba diSafari ba tshwanetse jaanong ba bereke le bone baagi ba metse e le gore gape ba duele bone mo go diriseng di tsa bone. Le fa go ntse jalo, go ile ga nna le kganetsano ya gore dipoelo tse di amogelwang ke batho ba di direlwa ke ba bangwe, tse ebile gape di sa tlokafatseng ka tsela epe matshelo a baagi ba metse ya magae (go fa sekai, madi a a isiwang kwa bankeng) ga di tlise kgolagano epe e e bonalang mo go somareleng diphologolo (van der Jagt le ba bangwe, 2000). Go dirisa meamuso ya tlhologo ka go itirela le tsamaiso, le dipoelo tse di sa itshupeng (bokgoni ja go tsaya ditshwetso, go sireletsega ga dijo, le ditiro), ke dilo tse di tlhokafalang mo dipoelong tsa madi tse di tlaa netefatsang go nna teng mo nakong e telele ga go itshetsa ka lenaneo la CBNRM.

Dipoelo tse di fetang tse di teng mo nakong eno, go ka kgonagala gore di nne teng fa go ka nna le ditlhabololo tse di ntsi tsa ditumelano tsa kgwebo e e kopanetsweng kgotsa le fa e le go dirisana mmogo ka go tlhakanela kgwebo. Kgwebo ya go dirisana mmogo e ka raya dilo di le dintsi tse di farologanyeng; ba ba dirang kgwebo mmogo go ka kgonagala gore ba nne le tatlhegelo, botlhe ba ntsha ditshenyegelo tsa go simolola kgwebo, kgotsa ka bokhutshwane ba tlhakanela go tsaya ditshwetso ba dirisa tsela ya go nna le maloko a tlhokomelo. Ga go kake ga kgonagala go solofela gore baagi ba metse ya magae ba ka simolola kgwebo fela gone foo e le ya go dirisana mmogo, mme le fa ba ka dira jalo, dithulaganyo tsa go dira se gone ga di kake tsa nna tsa go tlhakanela dithoto ka go lekalekana ka tsela e e tshwanang. Batsamaisi ba diSafari ba na le dingwaga di le di ntsi ba ntse ba dira tiro e, gape ba na le ba ba ntseng ba ba direla tiro e ga mmogo le dithoto tsa bone mo godimo ga se, fa baagi ba metse ya magae bone e le gone fela ba ntseng ba simolola tiro e mo dingwaganyaneng tse di neng di feta, gantsinyana gape ba na le palonyana fela e se kae ya batho ba ba rutegileng e ba ka tlhophang mo go yone, gape ba berekela golo gongwe kwa sekgweng, mme gape ba na le meamuso e se kaenyana fela (fa go lebeleletse madi, ba ba dirisanang le bone, ditlhabololo, jalo jalo). Le fa go ntse jalo, baagi ba metse ya magae ba na le mabaka a mangwe gape a e leng a bone fela a a tlisiwang ke lefatshe la bone, meamuso ga mmogo le kitso ya bone ya setso, go balelwa le kompone ya Safari e e nang le bokgoni jo bontsi mo go ka kgonang go tokafatsa ditiro le kitso e e ntseng e le teng.

E tlaare re ise re tsewelele thata ka go buisana ka ga se le sele se se amang ditsela tse di farologanyeng tsa kgwebo e e kopanetsweng, go ka nna le thuso thata go tlhalosa gore mefuta e e teng e e farologanyeng ya dikgwebo tse di kopanetsweng ke efe. Mo mokwalong o, ditumelano tsa dikgwebo tse di kopanetsweng ga mmogo le go tlhakanelo kgwebo e tlaa nna tsone dintlha tse pedi tse go tlaa buisanngwang ka tsone ka bophara.

Tumalano ya kgwebo e e kopanetsweng: gantsinyana ke tumalano ya go hirisetsa ba bangwe. Mo seemong se ga go kopanngwe dithoto, gape ga go na tirisano mmogo epe fela mo go tsamaiseng ditiro. Baagi ba kgaolo ba tlaa bona dipoelo tse di tswang mo ditirong ga mmogo le dipoelo tse di bonalang tse di tshwanang jaaka madi, nama le ditlhabololo fa ba tsena mo tumalanong ya go dirisana le kompone ya Safari. Gantsinyana, kompone ya Safari e nna le tiriso e e amang yone fela ya bontlha bongwe ja lefatshe go dira letsomo le ditiro tsa boSafari tsa go kapa ditshwantsho le ditshwanelo tsa go tsoma mo diphologolong tse di rebotsweng.

Go dira mmogo ka go kopanela kgwebo: ke tumalano ya go dirisana mmogo. Ba lephatla la diphologolo le makgabisa naga (DWNP) mo Botswana ba lebiwa e le bone ba go tlhakanetsweng kgwebo le bone ka go kopanya dithoto tsa bone le ba ba tlhakanetseng kgwebo le bone (DWNP 1999). Mo mokwalong o, tlhaloso ya tiro e ga e kake ya khutshwafadiwa thata, mme legale e tlaa remelela gantsinyana mo tumalanong ya go dirisana mmogo. Baagi ba metse ya magae ba ka nna ba tshwanelwa ke go ntsha bontlha bongwe ja ditshenyegelo tsa go tlhoma kgwebo e, go reka diabe mo komponeng, gape ga gona go tlhokafala gore ba amogele madi a go hirisa a a tlhomamisitsweng mo nakong e e beilweng. Motsamaisi wa kgwebo ya Safari o ka nna a tshwanelwa ke go dira ditiro tse dingwe tse dintsi tsa tsamaiso ya go rutuntsha, go kgaogana madi a a tsenang, le dikitso tsa go bapatsa kgwebo. Kgwebo e e dirwang mmogo e tlaa tlhalosiwa ka maikarabelo a a kopanetsweng le go dira ditshwetso go tlhakanetswe ke botlhe ba ba amegang.

Ditumelano tse tsotlhe ga mmogo le go tlhakanela go tsamaisa tiro, di na le maemo a tsone mo lenaneong la CBNRM, go balelwa le dikgwebo tse di laolwang ka tsamaiso ya baagi ba metse ya magae. Gantsinyana, baagi ba metse ya magae ba nna le taolo e ntsi thata ga mmogo le dithata tsa go dira ditshwetso mo kgwebong tse di tsamaisiwang ke baagi ba metse ya magae, mme se se a ngotlega fa go tsenwa mo letlhakoreng la ditumelano tsa kgwebo e e kopanetsweng. Go tlhakanela kgwebo e e kopanetsweng gone go tsena golo gongwe fa gare. Mo letlhakoreng le lengwe, dikgwebo tse di tsamaisiwang ke baagi ba metse ya magae di nna le kgonagalo ya dipoelo tse di kwa tlase tsa madi mme gape di bo di nna le maemo a a kwa godimo a gore di seka tsa kgona go tsewelela sentle, mme ditumelano tsa kgwebo e e kopanetsweng di na le seemo se se kwa tlase sa go latlhegelwa, mme gape di na le maemo a a kwa godimo mo letlhakoreng la baagi ba metse (e seng fela mo bathong bongwe ka bongwe) tsa madi a a amogelwang. Dikgwebo tse di kopanetsweng ka go dira mmogo di na le seemo se se fa gare sa go ka latlhegelwa, mme di bo di nna le seemo se sengwe gape se se fa gare go ya kwa go se se fa godimo sa go kgona go amogela madi a a kwa godimo, mme legale gape seemo se se batla go simololwa ka madi a a fa godimo a go dira kgwebo. Go dirisana le kompone e e ikemetseng ka nosi, baagi ba metse ya magae ba ka nna ba tshwanelwa ke go ntsha madi a go simolola kgwebo a a fa godimo, go itlama ga mmogo le meamuso ya bone mo tumalanong ya lebaka le le leele gape e tlama, le go nna le maikarabelo a

mantsi a go dira tiro ka tlhamalalo le go tsamaisa meamuso ya tlhologo ka tsela e e siameng. Le fa go ntse jalo, kgwebo e e tlhakanetsweng gape e na le bo leng jo bo fa godimo ja go amogana kitso le kgololesego ya go itirela ga baagi ba metse ya magae ga mmogo le mo bathong ba bangwe fela ka bo bone ka tsela ya go bona thutuntsho, maikarabelo a go dira ditshwetso le gone tota go nna le kitso ya go dira kgwebo.

Mananeo a mararo a otlhe a na le dintlha tse di siameng tsa one ga mmogo le tse di sa siamang. Le fa go ntse jalo, mokwalo o one o tlaa itebaganya fela le kgwebo e e kopanetsweng, segolo jang, mo ntlheng ya gore go ka betlwa jang tsela ya tirisano mmogo ya kgwebo e e kopanetsweng. Go tsewa gore kgwebo ya tirisano mmogo e e kopanetsweng:

1. A ke 'kgato e e latelang' kwa morago ga ditumelano tsa go hirisetsa ba bangwe;
2. A e tlaa okeletsa e bo e tlhabolola dikgwebo tse di tsamaisiwang ke baagi ba Metse ya magae;
3. A e tlaa rotloetsa go amogana dikitso tsa ditiro tse di botlhokwa le kgololesego ya go itirela mo baaging ba metse ya magae, mo go tlhokafalang thata mo go tsweleng pele ga lenaneo la CBNRM le go nna mo lefelong le le siametseng tiro ya bojanala mo Botswana; le
4. Go nna le seabe mo go boelweng mo lebakeng le le leele ga baagi ba metse ya magae le lephatla la bojanala mo Botswana, fa go lebeletse mo dikakanyetsong tse tlharo tse di fetileng.

Mo mokwalong o re tlhagisa dintlha di le supa (7) tsa go itlhophelela kgwebo e e kopanetsweng (di tlhalositswe ka thulaganyo ya A. go ya kwa go thulaganyo ya G. mme gape di tlhalositswe go lo gongwe mo mokwalong o). Jaaka fa tlhaloso ya tirisano mmogo ya kgwebo e e tlhakanetsweng e tlhalosiwa ka go ntshiwa mo mokwalong o, go "dirisana mmogo" go ka raya maemo a a farologanyeng a dithulaganyo tsa kgwebo. Go solofelwa gore ka go kwala dintlha dingwe le dithulaganyo tse di tseneletseng, baagi ba metse ya magae ga mmogo le borakgwebo ba ba ema nosi ba tlaa nna le thotloetsa ya go 'tsaya kgato e e latelang'. Mo ntlheng e nngwe ga ntsi, dikgwebo tse di kopanetsweng tse di tsamaelana le melawana e e teng le maemo a go dirisana ga makgotlana mo Botswana. Dintlha tsa go itlhophelela di tlhagisiwa e le dikai fela – maina a a akanyeditsweng a makgotlana a tlhokomelo le a ba tsamaisi ba ditiro tsa diSafari a dirisitswe, ga mmogo le dipalo tse di akanyeditsweng. Tse tsotlhe di tshwanetse go tsewa fela e le 'dintlha tsa dikgang tse di akanyeditsweng' tse di ntshang megopolo e e bonalang ya gore tirisano mmogo ka go tlhakanela kgwebo e ka bereka ka tsela e e ntseng jang.

Go tlhakanela kgwebo ka go dirisana mmogo e ka nna lebaka la gore maloko a baagi ba metse ya magae mo dikgaolong tsa diCHA ba kgone go bona dikitso le ditiro mo lekaleneng la bojanala le gape gore batsamaisi ba diSafari ba bone tshireletsego ya go nna mo go siameng mo nageng e ba berekelang mo go yone, gape le go neela bajanala mafelo a boleng jo bo kwa godimo le dikitso. Le fa go ntse jalo, go botlhokwa thata go gakologelwa gore batsamaisi ba diSafari le baagi ba metse ya magae ga ba kake ba tsaya kgato ya go dirisana mmogo ko ntle fela ga gore se se bo se ka nna le mosola mo go bone. Batsamaisi ba diSafari ba tshwanetse ba netefatse gore nako le bodiphatsa jo bo tswang mo go berekeng mmogo ka go tlhakanela kgwebo le baagi ba metse ya magae go tlaa nna le maduo (ka dipoelo, go tlhakanela mebaraka, jalo jalo). Baagi ba metse ya magae ba tlaa tshwanelwa ke go netefatsa gore nako le bodiphatsa jo bo tsewang ka go nna le ditshenyegelo mo ditirong go tlaa nna le maduo a dipoelo tse dintsi mo baaging ba metse ya magae, go na le jaaka fa go ne go ka dirafala fa go dirwa tiro ya go hirisetsa ba bangwe. Dipoelo tse – dithata tsa go dira ditshwetso, go rutuntsha, boleng ja tsamaiso – di ka nna tsa seka tsa bonala thata go na le palo e ntsi ya madi e e neng e ka nna teng ka fa tase ga lenaneo la tumelano ya go hirisetsa ba bangwe. Baagi ba metse ya magae, segolo jang ba ba tsheleng mo lehumeng, ba ka nna ba seka ba rata go tsaya kgato e ka go ka nna le kgonagalo ya gore go nne le bodiphatsa ja gore e seka ya amogelesega. Gongwe go ka tsaya lebaka le le khutshwane la dingwaga tse tlhano tsa go hirisetsa ba bangwe ga mmogo le madi a a bonalang kwa bankeng pele ga baagi ba metse ya magae ba ka batla go tlhotlhomisa lenaneo la tsamaiso ya kgwebo e e kopanetsweng. Le fa go ntse jalo, baagi bangwe ba metse ya magae ba ka nna ba bo ba setse ba ipaakanyeditse go dira diphetogo tse di potlana tsa go tsaya ditsela tsa ditshenyegelo tse di nnyenyane. Ga go tlhokafale gore mo nakong eno e ba ka itatlhela fela mo go tseneletseng ka go dirisana mmogo ka tsela ya go tlhakanela kgwebo, mme legale gongwe ba ka simolola ka go dira ditshenyegelo tsa lefelo la kampa ya bothibelelo gore ba tle ba kgone go nna le taolo e ntsi ga mmogo le thutuntsho.

Kgonagalo ya gore go nne le tirisano mmogo ya go tlhakanela kgwebo go ka lebiswa ka tsela e e fa godimo e e tsweleng, ko tshimologong ya ntlha, go na le ditumalano tsa go hirisetsa ba

bangwe, fa mo fa gare ga se go na le tirisano mmogo ya kgwebo e e tlhakanetsweng, mme kwa bofelong go bo go nna le dikgwebo tse di tsamaisiwang ke baagi ba metse ya magae.

Le fa seemo se ntse jaana, go ka nna gape ga kgonagala gore lengwe la mananeo a kgotsa one otlhe a kgone go dirisiwa ka nako e le nngwe fela. Mo godimo ga se, dikai tse di ntshitsweng di supa fela maikarabelo a borakgwebo ba ba ema nosi le baagi ba metse ya magae. Mme le fa go ntse jalo, goramente le makgotlana a e seng a mmuso le bone ba dira tiro e e botlhokwa thata ya go tsamaisa sentle ditumelano tsa kgwebo e e kopanetsweng. Ba ka nna ba tliša balebeledi, ba ka rutuntsha, kgotsa ya nna bakaedi mo go botlhe baagi ba metse ya magae le batsamaisi ba diSafari. Go tlaa tsaya nako, maiteko le go nna le tshepho gore tirisano mmogo e kgone go simololwa, mme legale fa go sena ntlha e ya tshimologo mo go tsamaiseng kgwebo e e kopanetsweng, lenaneo la CBNRM lone tota le tlaa tlhoka kgatelopelo.

Introduction

Objective of this Paper

The aim of this paper is to present and discuss options for joint ventures in Botswana and southern Africa. Since 1993 when the first joint venture was forged in Botswana, the model used has remained the same – a simple sub-lease agreement. The main benefits to communities have been money, a few jobs and meat, and to safari companies, a short-term concession for hunting or photographic tourism. Seven years later, is this still the most appropriate model? Perhaps it is, but other possibilities have been demonstrated in the region. This paper would like to stimulate the minds of rural communities, safari operators and other stakeholders to seek joint ventures that can bring a wider variety of opportunities and long-term benefits.

Defining a "Joint Venture"

What is a "joint venture"? According to Botswana's Department of Wildlife and National Parks (DWNP) Joint Ventures Guidelines booklet a joint venture is:

"a business activity undertaken between two or more partners for their mutual benefit. Partners in a community joint venture will be rural people, who have user rights to the natural resources occurring in an area, and established private sector companies that recognise an area's potential for business development."

(DWNP 1999: i)

There is a great deal of flexibility in this definition – any arrangement between the private sector and communities with rights over natural resources applies, whether it's a partnership between a safari company and community to develop and manage a lodge, or a sub-lease agreement where a safari company simply pays a community for use of its quota and land for hunting. So far in Botswana, a joint venture has meant the latter. Some might argue that the term "joint venture" is a misnomer, since there is nothing "joint" about the management or execution of a sub-lease agreement between a private company and community. However, this paper will continue to use the term "joint venture" as it has been widely used in southern Africa and in the DWNP definition. Simply, it is a business arrangement between a private company and rural community for commercial utilisation of an area's natural resources, be it animals, land or culture. The benefits from a joint venture can be anything from cash, jobs and infrastructure to skills, decision-making power and services.

Role of Joint Ventures in CBNRM

Joint ventures emerged together with Community Based Natural Resources Management (CBNRM) initiatives as the component for demonstrating commercial productivity of wildlife. CBNRM aims to give rural communities control of the benefits from sustainable utilisation of wildlife and natural resources – and joint ventures have been the principal means to those benefits. The majority of joint ventures have been based on safari hunting, which is the most (economically) lucrative use of wildlife. Thus, money has emerged as the primary benefit from community rights over natural resources.

Since 1995¹, communities across Botswana have been able to apply for user rights and leases over natural resources and land in a communal area, and sub-lease these rights to the private sector. Previously, private companies worked directly with government. CBNRM now vests user rights over valuable natural resources with local communities, ensuring their involvement in the lucrative and growing tourism market.

Table 1. Number of Joint Ventures in Botswana 1993-2000

Year	1993	1994	1995	1996	1997	1998	1999	2000
Number of JVs	1	1	2	3	3	5	5	8

¹ An exception: Chobe Enclave Conservation Trust entered into its first joint venture agreement in 1993 as the pilot project of DWNP's USAID-funded Natural Resources Management Project.

Long-term of CBNRM

However, *involvement* of communities in tourism and natural resources management does not mean control. To date, joint venture arrangements between communities and the private sector (safari or photo-tourism operators) in Botswana have been sub-lease agreements. Communities simply sell use of their area and hunting quota to a safari operator, and play no "joint" role in management of the activities that take place. Communities are involved but they do not actively participate.

Perhaps this is not a problem in itself. However, if we re-examine the basic aims of CBNRM, then the limited role of communities in actively engaging in joint ventures shows that we are falling short of what we could achieve. CBNRM is envisioned as giving communities a chance at improving their livelihoods and skill base so that there is an incentive to conserve natural resources. However, these incentives or benefits must be directly linked with the management of natural resources to concretely demonstrate the value of the activity to individuals. Murphree (1993) states that a positive correlation between the quality of management and the magnitude of derived benefits is a general principle for common property resource management. In simpler terms, a community must "earn" or "work for" the benefits by actively managing the wildlife. The more effort they put into management, the more benefits they will gain. In the case of the present joint venture agreements in Botswana, it is debatable whether this is the situation.

The combination of conservation and rural development that CBNRM embodies points to a vision in which natural resources are preserved through their sustainable utilisation by rural communities, who can then reap the benefits. Taking this view a step further, CBNRM could be seen as a rural development strategy that gives rural communities an opportunity to diversify their livelihood strategies and control their own development process through a resource and knowledge base they already possess. CBNRM itself does not have to be the goal. Successful Community Based Natural Resources Management can be an empowerment stepping stone for communities and individuals to pursue whatever initiatives they choose.

Methodology and Structure of the Report

The information presented here is based on the experience of the author as well as interviews that were carried out in March – April 2000. Interviewees were individuals from the private sector, communities, government and NGOs in Botswana, and are listed in the acknowledgements.

This paper was written to target those same four CBNRM stakeholder groups, but most especially communities and safari operators. It is hoped that the options presented and discussion will encourage further exploration of joint ventures in practice.

The paper will begin in Section II with an overview of the structure of CBNRM and joint ventures in Botswana today, including its strengths and weaknesses. What is the current policy and practice for CBNRM and joint ventures in Botswana? Are there constraints that affect the range of joint venture options available?

Section III follows with an analysis of joint venture agreements and partnerships. What are the benefits and costs of joint venture agreements vs. joint venture partnerships?

Section IV lists and examines different joint venture options.

Section V draws conclusions and recommendations.

Joint Ventures and CBNRM in Botswana

Joint ventures between the private sector (safari operators) and communities in Botswana only became a reality with the advent of Community Based Natural Resources Management legislation and policies. Previously, all land and resources were owned and managed exclusively by the Government of Botswana. Licenses for hunting were issued only to individuals. The Tribal Land Boards and Department of Wildlife allocated commercial hunting concessions and photographic lodges directly to safari operators. Now, community organisations with legal tenure over Controlled Hunting Areas negotiate with the private sector for use of the land and wildlife.

CBNRM in Botswana²

In the mid-1980's to the early 1990s several policies³ were formulated which called for the increased involvement of rural communities in wildlife conservation and utilisation. The 1995 Savigram jointly issued by the Permanent Secretary of the Ministry of Commerce and Industry and the Permanent Secretary of the Ministry of Local Government, Lands and Housing directs all district and tribal authorities to grant communities rights to management and utilisation of the natural resources in their designated area. Communities that form a representative and accountable entity can be awarded community management of a yearly wildlife off-take quota by the Department of Wildlife and National Parks. If this entity is then legally registered (usually as a Trust) then the Trust can apply for a lease over their Controlled Hunting Area (CHA) from the Tribal Land Board.

Controlled Hunting Areas are administrative blocks used by DWNP to allocate hunting quotas. The entire country of Botswana is split into 163 CHAs. These are the same boundaries used for community quotas, as well as community leases over land. CHAs have been designated for different land-uses, such as commercial photographic area, community multi-purpose in a livestock area and community area in a Wildlife Management Area (WMA). In 1986 the Wildlife Conservation Policy turned tracts of land that had been previously zoned as "reserved" under the 1975 Tribal Grazing land Policy into Wildlife Management Areas. This designated conservation and utilisation of wildlife as the primary land-use. These Wildlife Management Areas are now the main areas used for CBNRM activities. All community activities, whether executed with a joint venture partner or not, must be in line with the overall district land-use plan and area specific management plan.

Joint Ventures in Botswana

The community head-lease over a Controlled Hunting Area is 15 years, 5 years renewable. However, if a community wishes to sub-lease use of their land to a safari company, then they must first start out with two 1-year leases. Thereafter they can enter into a 3-year sub-lease agreement, then 5 years and another 5 years. Thus, communities are restricted first to short-term agreements in a 1-1-3-5-5 year contract pattern. This was devised to protect communities that do not have much experience in business from being trapped with an undesirable partner or in an undesirable contract. However, it also limits the possibility for increased investment and training by safari operators and communities.

Joint ventures and sub-leases for community-managed areas are awarded through a tender process. In each district, a Technical Advisory Committee is formed with representatives from the Department of Wildlife and National Parks, District Land Board, District Administration and District Council. This committee's mandate is to provide assistance and advice to communities who have (or are pursuing) user-rights over a Controlled Hunting Area, and who are entering into joint ventures with the private sector. Once a community has formed and registered a legal entity, it can decide whether to tender out use of its land (in the form of a sub-lease) and wildlife-quota. If a community decides it wants to have a joint venture, then the Technical Advisory Committee (or an NGO who may be providing assistance) will advise them in drawing up tender guidelines and advertising the CHA.

² For more information on the CBNRM institutional and legislative framework in Botswana, see: Rozemeijer and van der Jagt (2000), Jones (1997) or www.cbnrm.bw.

³ The Wildlife Conservation Policy (1986), the National Conservation Strategy (1990), the Tourism Policy (1990), the Tourism Act (1992) and Wildlife Conservation and National Parks Act (1992)

A community's tender guidelines will dictate what a minimum tender may offer, and what sort of benefits or activities it prefers. For example, the safari operator may be required to provide a certain number of jobs, training, infrastructure or equipment. Three community Trusts in Botswana (Cgaecgae Tlhabololo Trust in NG4, Okavango Jakotsha Community Trust in NG24, and Nqwaa Khobee Xeya Trust in KD1) have put together land-use and management plans for their CHAs, which outline community goals and activities for the next 5 years. Certain sections of these plans may be made available to safari companies so they can better inform themselves about the community's vision, and try to provide such elements in their proposal. Safari companies must submit "Technical Proposals", which outline what benefits they will offer the community, and how they will fulfil the objectives and activities of the communities' guidelines.

Once the tender period is closed, the Technical Advisory Committee along with a community Review Committee (usually the Trust board) goes through the tenders. The Technical Advisory Committee usually comes up with 3 tenders they recommend as the most sound (in terms of money offered, company background, resources, natural resource management capability). The Review Committee will take these back to the community. The safari companies who are short-listed are sometimes asked to make a presentation to the community, and then it is put to vote. A contract is drawn up, using the Tender Guidelines and Technical Proposal.

This tender process is outlined by the Department of Wildlife and National Parks Joint Ventures Guidelines which were updated in April of 1999. This booklet reviews the roles of the private sector, Technical Advisory Committee and the community, what tenders should contain and how communities should look at tenders.

Issues in Joint Ventures in Botswana

Joint ventures are a vital part of CBNRM activities. In the beginning, when a community does not have a great deal of knowledge about how to commercially utilise their natural resources, nor capital to do so, joint ventures can fill the gaps. Joint ventures directly demonstrate that wildlife can provide money and tangible benefits to communities – and in quite large amounts. It is estimated that a combined total of BWP 2,290,000 in cash went to the 13 Community Based Organisations (CBOs) involved in commercial ventures in 1999. That is an average of over BWP 224,000 per CBO (Wynter *et al.* 1999). What are the other benefits that have come from joint ventures? The basic ones seem to be money, meat and jobs (40 or 50 jobs at the average). Sub-leases have also earned communities boreholes, radios, funeral funds, "development funds", blankets, clothing and offices. However, the transfer of skills and knowledge to communities on how to manage and utilise their assets seems to be lacking. This is the first of three major weaknesses in joint ventures in Botswana currently. Identified at the first national CBNRM conference in Botswana (Gaborone, July 1999), they are:

1. Need for transfer of skills (to communities);
2. need to secure investment and tenure over land and resources; and
3. lack of trust among the various stakeholders.

(Cassidy and Jansen 2000)

1. Need for transfer of skills (to communities)

Joint ventures are a very good opportunity for communities to profit from their natural resources when they do not have the knowledge or capital to do so themselves. One of the underlying objectives of CBNRM is to empower communities to manage the wildlife and benefit from this management. However, communities in Botswana who are commercially utilising their resources have so far been passive recipients of money and goods. There is little to no decision-making or active management of activities or natural resources. There are communities with tourism operation plans or fledgling enterprises, but there have been no examples of real collaboration and learning between safari companies and communities so far in Botswana. This may be fine for a learning period in the beginning, when CBOs simply want to build up capital and ideas. Many CBOs have since begun spin-off enterprises that they manage independently of their joint venture partner, such as grinding mills, hardware stores, street vendors and community campsites. However, it seems that CBOs have not ventured far into the realm of tourism. They do not have to, of course, but it should be an option, and joint ventures are an obvious place to get a head start.

2. Need to secure investment and tenure over land and resources

Related to the transfer of skills issue is the need for secure investment and tenure. Many safari companies have said that the 1-1-3-5-5 system does not encourage real investment in a CHA or CBO, whether through infrastructure, wildlife management or skills transfer. Similarly, community advocates say that the 15-year lease is too short to encourage communities to act as real "owners" of the land and invest in its management and utilisation. The DWNP has taken this under consideration and it is possible that the 1-1-3-5-5 rule will be reviewed. However, the counter-argument is that a short time period should not be an excuse for inactivity. There are several communities who are in the 3 year or 5 year sub-lease period, but their joint venture agreements have stayed the same in spirit as the 1 year leases.

3. Lack of trust among the various stakeholders

There has been a lot of discussion of the mistrust between the different parties in CBNRM. The communities feel that the private sector might be "cheating" them and the government is "trying to control them"; the private sector believes that communities are "blackmailing" them and the government is "influencing" the communities; and the government thinks that communities are "stuffing their pockets" and the private sector is "only interested in maximum profits". These are just extreme examples, but the insecurity and misrepresentation is there. This obviously has a huge impact on the possibility for healthy working relationships. If communication helps combat mistrust, then the Ngamiland District CBNRM Forum, which has met 5 times since August 1999, is an example of how all the stakeholders can be brought together to discuss major issues. Others have said that if the roles of the stakeholders and the activity guidelines were clarified, then mistrust would be less of an issue (Sandenbergh in Cassidy and Jansen 2000: 46). Of the three obstacles to joint ventures, the mistrust is the hardest to overcome, because it requires a change in attitude among individuals and groups.

This is not to say that joint ventures in Botswana have been unproductive or unsuccessful. Communities and the private sector only started to work together in the mid-1990s. This is a very short period of time for something as complex as commercial activities based on communally owned natural resources. Communities are still at the beginning of their learning curve, and safari operators are adapting to working in a very different business environment. This overview of joint ventures in Botswana is simply to lay a basis for discussion on how best to move forward. Joint ventures in Botswana are still young, but now is the time to strategize for the future.

Joint Venture Agreements versus Joint Venture Partnerships

Will the current model for joint ventures that is the norm in Botswana contribute to a long-term vision of a natural resource base that is sustained through profitable management through empowered communities? Sub-lease agreements do attribute benefits to wildlife and those benefits do accrue directly to communities. It has been an important step for CBNRM that communities have legal tenure over land and natural resources and that safari operators must now work directly with and pay communities for their use. However, it has been argued that passively earned benefits which do not directly improve the lives of community residents (e.g. cash that is banked) do not provide a concrete link to wildlife conservation (Van der Jagt *et al.* 2000). Active natural resource utilisation and management and intangible benefits (decision-making power, food security, and employment) are the necessary complements to financial benefits that will ensure the long-term sustainability of CBNRM.

Wider benefits could be possible with more innovative joint venture agreements or even partnerships. Partnerships could mean several things; both parties take risk, contribute investment costs, or simply share decision-making through a board. It is not realistic to expect communities to start immediately with partnerships, and when they do, the arrangement may not be an equal partnership in the strictest sense. Safari operators have years of experience, clients and assets behind them, whereas communities have only started within the last decade, generally have a small pool of educated people to choose from, are based somewhere in the bush, and have much fewer resources (in terms of money, connections, infrastructure etc.). However, communities do have other unique opportunities that their land, resources and traditional knowledge can bring, and a resourceful safari company could take advantage of those traits.

Again, joint ventures, as they stand today, are not undesirable. They are an extremely important step in the evolution of community-based activities. Sub-lease agreements give communities the time to gain some familiarity with the joint venture process, tourism and natural resource utilisation, and allow them to build up a bank account and identify their priorities. It is also true the communities are not under any obligation to enter into a joint venture agreement or partnership of any sort. They can self-operate their own enterprises, whether related to tourism or not. However, joint ventures can be a very good opportunity to gain first-hand business experience, especially if a community or individuals in a community are interested in starting tourism-related activities. The World Tourism Organisation predicts that by 2010, the number of tourists will reach one billion per year, and a quarter of all tourist arrivals will be in the Third World. Communities can tap into this market on their own, but their skills, marketing and familiarity with tourism are still very low. Collaboration between the private sector and communities takes advantage of the skills and clients and knowledge of one partner, and bases activities on the natural resources of the other.

Characterising Joint Ventures Agreements, Partnerships and Community Enterprises

Before going further into the discussion of the pros and cons of the different types of joint ventures, it would be helpful to clarify what the different joint venture categories are. In this paper, joint venture agreements and joint venture partnerships will be the two broad models.

Joint venture agreement: generally a sub-lease agreement. There is no merging of assets and no collaboration in executing activities. Communities will benefit from jobs and tangible benefits such as money, meat and infrastructure by entering into contract with a safari company. Generally, a safari company gains exclusive use over a piece of land for hunting and photographic safari operations and hunting rights over designated wildlife.

Joint venture partnership: a collaborative agreement. The DWNP in Botswana characterises a partnership through the merger of both parties' assets (DWNP 1999). In this paper, the definition will not be so narrow, but will refer generally to a co-operative agreement. Communities may have to contribute investment costs, buy shares in a company and will not necessarily receive a guaranteed lease fee for a period of time. The safari operator may have to offer more management training, share revenues and marketing skills. A partnership will be defined by the joint responsibility and decision-making of both parties.

Both agreements and partnerships have their place in CBNRM, along with community-controlled enterprises. Table 2 summarises their attributes.

Generally, communities retain the greatest amount of control and decision-making power from community-managed enterprises, and the least from joint venture agreements. Joint venture partnerships are somewhere in-between. Conversely, community-managed enterprises have the least earning potential and the highest risk of failure, and joint venture agreements have little risk with high *community* (not necessarily individual) cash earnings. Joint venture partnerships have a medium amount of risk and medium to high earning potential, but also require much higher investment costs. To collaborate with a private company, a community may have to invest quite a bit of money, commit itself and its resources to a long-term binding contract and take on much more responsibility for good work performance and natural resources management. However, partnerships also hold more potential for skills transfer and empowerment of a community and its individuals through training, decision-making responsibility and business experience.

All three strategies have their advantages and disadvantages. However, this paper will focus on joint ventures, particularly, how to pave the way for joint venture partnerships. The assumption is that joint venture partnerships:

1. Are the "next step" after sub-lease agreements;
2. will complement and enhance community-managed enterprises;
3. encourage the transfer of important skills and empowerment to communities which are essential for the success of CBNRM and the indigenisation of the tourism industry in Botswana; and
4. will contribute to the long-term gain of communities and the tourism sector in Botswana, based on the previous three assumptions.

Table 2. Advantages and Disadvantages of three Methods of Commercial Utilisation of Community Natural Resources

Approach	Advantages		disadvantages		Existing Examples in Botswana
	For Community	For Safari Operator	For Community	For Safari Operator	
Joint Venture Agreement (Sub-leases)	<ul style="list-style-type: none"> • Low risk • High <i>community</i> cash earnings • Few demands on time and effort • No investment costs • Employment creation 	<ul style="list-style-type: none"> • Low risk • Fewer demands on time and effort 	<ul style="list-style-type: none"> • Low transfer of skills • No decision-making power • Dependence on private sector and mistrust of private sector • Limited employment creation • No local institutions developed 	<ul style="list-style-type: none"> • Insecure tenure (with 1-1-3-5-5 system) • High investment costs with short-term tenure 	<ul style="list-style-type: none"> • All joint ventures to date between communities and the private sector in Botswana
Joint Venture Partnership	<ul style="list-style-type: none"> • Transfer of skills • Decision-making power • Employment creation • Local institutions developed • Better marketing of community-run enterprises • Combined investment costs from safari operator 	<ul style="list-style-type: none"> • More security of tenure • Accountability of community • Tap into eco-tourism market • Higher contribution and responsibility of community 	<ul style="list-style-type: none"> • High risk • Insecure cash earnings • High demands on time and effort • Requires co-ordinated and skilled management • Possible mistrust issues since community has less experience 	<ul style="list-style-type: none"> • High risk • High demands on time and effort • Requires adaptation to different business and communication skills 	<ul style="list-style-type: none"> • None to date
Community-Managed Enterprises (Tourism activities, general dealerships, crafts co-operatives, grinding mills etc.)	<ul style="list-style-type: none"> • Decision-making power • Independence and control • Employment creation • Local institutions developed 	<ul style="list-style-type: none"> • No involvement 	<ul style="list-style-type: none"> • High risk • Limited income generation • Community has lack of skills and marketing knowledge • High demands on time and effort • No skills transfer • Quality of tourism activities may not be up to standard 	<ul style="list-style-type: none"> • No involvement 	<ul style="list-style-type: none"> • Cgaecgae Tlhabololo Trust (NG4) cultural tourism activities, !Kokoro Semausu (co-op streetvendor), !Kokoro Crafts • Chobe Enclave Conservation Trust (CH1/2) – Kavimba village campsite, Satau hardware store

Joint Venture Options

This section will propose possibilities for joint ventures in Botswana. As the definition of joint venture partnerships supplied in this paper indicates, a “partnership” can mean a variety of different business arrangements. It is hoped that by listing some concrete and detailed arrangements, communities and the private sector will be encouraged to “take the next step”. For the most part, these joint ventures are consistent with the current legislative and institutional framework in Botswana. The options are presented as examples – imaginary names of Trusts and safari operators are used, and imaginary numbers. These should be regarded as simply “pretend case-studies” that offer concrete ideas on how a real joint venture partnership could work.

Arrangement A: Sub-Lease Agreement

The Kgalagadi Kukama Trust (KKT) has only had their head-lease over its CHA for 1 year. Thus, they have decided to enter into a sub-lease agreement. The Trust is sub-leasing exclusive rights for use of its CHA and all of the quota to Desert Hunter Safaris for 1 year. Desert Hunter Safaris is paying a sub-lease fee and quota fee which amounts to P280,000, a Trust office, 40 low-skilled jobs (cook, camp cleaner, skinner) with some on-the-job training and 3 individuals from community paid to undergo hospitality training in South Africa.

KKT has few skills and money since they are new to CBNRM, so this arrangement is best because they receive a large amount of money and some employment and training for their resources, and there is no risk of them not receiving their benefits. Desert Hunter Safaris also assumes very little risk and there is little time required for working with the KKT. They do not have a very close relationship, but each party receives its benefits with little effort required.

Major characteristics:

- No management capacity or decision-making by community needed.
- Little time and effort required by both parties.
- Minimum transfer of skills. Three individuals will receive school training.
- Safari operator has insecure tenure as community can receive these types of benefits from almost any company and incurs high investment costs (depending on the length of the sub-lease).
- Community assumes no risk and no responsibility.

Thulaganyo A: Tumelano ya go hirisa ba bangwe

Lekgotlana la Kgalagadi Kukama Trust le nnile fela le tumalano ya lone ya ntlha ya go hirisa mo kgaolong ya bone ya CHA ga ngwaga o le mongwe fela. Ka lebaka le, ba ile ba akanya go tsena mo tumelanong ya go hirisa ba bangwe. Lekgotlana le la tlhokomelo (Trust) le hirisa ditshwanelo tse di lebanyeng bone fela tsa go dirisa lefelo la bone la CHA ga mmogo le diabe tsa bone tsotlhe mo go ba Desert Hunter Safaris ga ngwaga o le mongwe fela. Ba Desert Hunter Safaris ba ba duela madi a go hirisediwa lefelo le, ga mmogo le madi a seabe a a tshwarang dipula di le P280,000, ofisi ya tlhokomelo, ditiro di le masome a mane (40) tsa batho ba ba sa rutelwang tiro (baapei, ba ba phepafatsang dikampa, le ba ba buang) go na le ntlha nngwe legale ya go rutuntsha mo tirong le batho ba le bararo ba ba tswang mo baaging ba motse wa kgaolo e, ba ba tlaa duelelwang go tsenelela thutuntsho ya tiro ya tlhokomelo e e tlaa dirwang kwa Aferika Borwa.

Lekgotlana la KKT le na le bokgoni bo se kae fela le madi ka gore ba santse ba le basha mo lenaneong la CBNRM, ka jalo se se raya gore thulaganyo e ke e e botoka ka gore ba tlaa bona madi a mantsi thata ga mmogo le go bona ditiro le thutuntsho ka meamuso ya bone, gape ga gona go nna le tatlhegelo epe mo go bone ya gore ga ba kake ba kgona go bona dipoelo tsa bone. Lekgotlana la Desert Hunter Safaris gape le bone ba nna le dikgoreletsi di se kae fela, gape go tlhokafala nakonyana fela e e potlana ya gore ba bereke mmogo le ba KTT. Ga ba na epe tirisano mmogo e e tseneletseng, mme le fa go ntse jalo lekalana lengwe le lengwe la bone le bona dipoelo tsa lone ba sa dire epe fela tiro e tona.

Dintlha tse di tlhokafalang:

- Ga go tlhokafale boleng bope ja tsamaiso kgotsa go dira ditshwetso ke baagi ba motse wa kgaolo e.
- Go tlhokafala nako e potlana fela le maiteko mo go botlhe ba ba dirasanang mmogo fa.
- Go amogana dikitso tsa tiro go kwa tlase. Ke batho ba le bararo fela ba ba tlaa bonang thutuntsho ya sekolo.
- Motsamaisi wa Safari o na le bonno jo bo sa sireletsegang ka gore baagi ba ba ka kgona go bona dipoelo tsa mofuta o go tswa mo komponeng e nngwe le e nngwe fela gape ba senyegelwa ke madi a mantsi a go simolola kgwebo (go tswa mo nakong ya lebaka la go hirisa).
- Baagi ba motse o ga ba nne le dipe ditatlhegelo gape ga ba na maikarabelo ape.

Arrangement B: Sub-Lease with Community Managed Tourism

The Chobe Tlholego Trust (CTT) has sub-leased exclusive rights over the commercial hunting zone of its CHA and half of the quota to a safari operator, WildAfrica Safaris, for 3 years. The community has split its CHA into commercial and communal hunting zones. WildAfrica Safaris can use the commercial zone for hunting their half of the quota, and community members can hunt for subsistence in the communal hunting zone. WildAfrica Safaris is paying the Chobe Tlholego Trust a sub-lease fee and quota fees which amount to P180,000 and 30 low-skilled jobs with some on-the-job training.

The CTT has its own cultural tourism activities – a small campsite has been created, and community-members are organised into a dancing group, storytellers and bushwalk guides. In the contract with WildAfrica Safaris, the CTT requires WildAfrica to book 20 nights in the campsite, with activities. This means that WildAfrica Safaris must market the community's tourism activities and find business for it. WildAfrica Safaris is a hunting company though, so it finds a photographic tourism operator, African Experiences Safaris, to bring in the community tourism clients. It is important to note that African Experiences Safaris does not have *exclusive* photographic tourism rights to the area. The community can also entertain tourists that come in on their own, or through other safari companies. The minimum of 20 nights is just an extra benefit for the community.

In the contract between WildAfrica and Chobe Tlholego Trust, it is agreed that the tourists that are booked by WildAfrica must be given evaluation forms. If the tourists find the quality of the activities very bad, then the CTT must either improve the activities, or the safari company does not have to bring tourists in anymore. Otherwise, the CTT could have a very bad tourism operation, but WildAfrica Safaris is still obligated by its agreement to bring in tourists. Since WildAfrica sub-leased the photographic part of the agreement to African Experiences Safaris, the same rules apply. African Experiences Safaris can also provide some input and advice to the community regarding how to improve the tourism.

The CTT wishes to do tourism activities but doesn't have a way of marketing. That is why they have required their joint venture partner to bring a number of tourists in – at least they will have a minimum number of visitors and receive some advice. CTT still receives a good deal of money and some other job opportunities. The community-tourism activities do not affect WildAfrica Safaris too much, but it does mean that they must put in some extra effort to provide tourists. Since their business is hunting, they found another company to bring clients in for photographic tourism. African Experiences Safaris has the opportunity to offer a completely new cultural holiday. Their risk is that the community tourism is not very polished yet – but they are able to provide advice, and the evaluation forms makes sure that if CTT is not doing their job, then they no longer have to do business.

Major characteristics:

- Medium management capacity required for the community to manage its tourism activities effectively.
- Some effort required by both parties.
- Minimum transfer of skills.
- Safari operator still has insecure tenure, but a photographic company has the opportunity to build up a relationship with the community tourism operation.
- Community assumes no risk and some responsibility (for offering quality tourism activities).

Thulaganyo B: Go hirisetsa ba Bojanala jo bo tsamaisiwang ke baagi ba motse

Lekgotlana la Chobe Tlholego Trust le hirisitse ditshwanelo tse di lebanyeng bone fela mo kgaolong ya letsomo ka kgwebo ya lefelo la bone la CHA ga mmogo le bontlha bongwe ja seabe sa bone mo go ba kompone e e tsamaisang diSafari, e e bidiwang WildAfrica Safaris, ga lebaka la dingwaga tse tlharo. Baagi ba motse o ba ile ba kgaoganya lefelo la bone la CHA ka maphatla a la kgwebo le la kgaolo ya letsomo la baagi ba kgaolo. Kompone ya WildAfrica Safaris e ka dirisa kgaolo e e dirisediawang kgwebo go dira letsomo mo bontlheng ja seabe sa bone, mme maloko a baagi ba motse wa kgaolo eo bone ba ka tsomela go itshetsa mo kgaolong ya morafe ya letsomo. Kompone ya WildAfrica Safaris e duela ba lekgotlana la Chobe Tlholego Trust madi a go hirisa le madi a seabe a a tshwarang dipula di le P180,000 le ditiro di le masome a mararo tsa batho ba ba sa rutelwang tiro ga mmogo le thutuntsho nngwe e e dirwang mo tirong.

Lekgotlana la CTT le na le ditiro tsa lone tsa bojanala ja setso - ba simolotse kampa e nnyenyane ya bothibeledi, gape maloko a baagi ba motse ba ipaakantse ka go nna le setlhopho se se dirang mmimo - ba ba tlhamang dipolelo le ba ba tsamaisang gape ba kaela bajanala mo nageng. Mo tumelanong ya bone le ba WildAfrica Safaris, lekgotlana la CTT le batla gore ba WildAfrica ba beeletse boroko ja masigo a le masome a mabedi (20 nights) mo kampeng ya bone ya bothibeledi, ba dirisa le ditiro tsoitlhe tse di teng foo. Se mme se raya gore ba WildAfrica Safaris ba tshwanelwa ke go bapatsa ditiro tse tsa baagi ba motse o tsa kgwebo ya bojanala gape ba bo ba ba batlela kgwebo le bareki. Ba WildAfrica Safaris le fa go ntse jalo ke kompone e e dirang ditiro tsa letsomo, le fa go ntse jalo ba bona mogwebi yo o tsamaisang kgwebo ya bojanala ja go kapa ditshwantsho, wa African Experiences Safaris, gore a tle a kgone go tlišetsa kgwebo ya baagi ba motse o bojanala ba bareki. Go botlhokwa thata go lemoga gore ba African Experiences Safaris ga ba na ditshwanelo tse di filweng bone fela tsa bojanala ja go kapa ditshwantsho mo kgaolong eo. Baagi ba motse o le bone ba ka nna gape ba itumedisa bajanala bangwe le bangwe fela ba tlang fela mo kgaolong eo ka bo bone, kgotsa ba tlišiwa ke dikompone tse dingwe tsa di Safari. Palo e e letlelelwang ya masigo a le masome a mabedi ke ntlha e nngwe fela e e oketsang dipolelo tsa baagi ba kgaolo eo.

Mo tumelanong e e dirilweng fa gare ga ba WildAfrica le ba Chobe Tlholego Trust, go ile ga dumalanwa gore bajanala ba ba tlaabong ba tlišiwa ke ba WildAfrica ba tshwanetse go neelwa dipampitshana tse di botsolotsang dipotso. Fa e le gore mojanala o ka bona e le gore seemo sa ditiro tse di dirwang foo ga se kgatlhisi, go tlaa raya gore ba CTT ba tlaa tshwanelwa ke go tloka fatsa ditiro tsa bone, e seng jalo kompone ya diSafari e tlaa seka e tlhola e tliša bajanala ba bangwe gape mo kgaolong eo. Kwa ntle ga se, ba CTT ba ka nna le kgwebo e e maswe fela thata ya tsamaiso ya bojanala, mme legale ba WildAfrica Safaris ba santse ba tlišiwa ke tumelano ya bone ya go nna ba tliša bajanala mo lefelong leo. Ka go bo ba WildAfrica ba hirisitse bontlha bongwe ja go kapa ditshwantsho mo tumelanong ya bone le ba African Experiences Safaris, melawana e e tshwanang ke yone e e berekisiwang. Ba African Experiences Safaris ba ka nna le bone ba thusa ka bokgoni ja bone, le dikgakololo mo baaging ba motse oo mabapi le gore ba ka tloka fatsa jang kgwebo ya bone ya bojanala.

Ba CTT ba eletsa go dira ditiro tsa bojanala mme le fa ntswa ba sena tsela epe ya go ka bapatsa kgwebo eo ya bone. Ke ka lebaka le ba ile ba bona gore ba kope mogwebi yo ba kopanetseng le ene kgwebo e gore a tliše palo e e dumelanweng ya bajanala mo lefelong leo - ka seemo se jalo ba tlaa kgona go nna le palonyana e e rileng ya baeti ba bo gape ba kgona go bona dikgakololo. Ba CTT ba santse ka lebaka le ba bona madi a a siameng ga mmogo le sebaka sa go bona ditiro tse dingwe. Ditiro tsa baagi ba motse o tsa bojanala ga di ame thata ka gope ba WildAfrica Safaris mo go kalo kalo, mme legale go raya gore ba tshwanetse ba iteke ka go bereka thata gore ba tliše bajanala mo lefelong leo. Ka go bo tiro ya bone e le go dira letsomo, ba ile ba batla kompone e nngwe gore e tle e tliše bareki ba bangwe ba kgwebo ya bojanala ja go kapa ditshwantsho. Ba African Experiences Safaris ba na le sebaka sa go ka dira leano le le sha la boitapoloso ja setso. Se se ka ba kgoreletsang fela ke gore bojanala ja baagi ba motse o ga bo ise bo siame fela sentle - mme legale bone ba na le bokgoni ja go ntsha dikgakololo, gape le dipampitshana tse di diretsweng go tlhatlhoba ka fa kgwebo e tsamayang ka teng di netefatsa gore fa CTT e sa dire tiro ya yone, go tlaa raya gore ba seka ba tlhola ba dira kgwebo.

Dintlha tse di tlhokafalang:

- Ba tlhokana fela le boleng ja tsamaiso e e fa gare gore baagi ba naga eo ba kgone go tsamaisa ditiro tsa bone tsa bojanala mo go siameng.
- Maiteko a a tlhokafala a go dira tiro go tswa mo dintlheng tsoitlhe tsa ba ba amegang.
- Go amogana ditiro ga go go tona thata.

- Motsamaisi wa kgwebo ya Safari o ntse o na le nako ya go dira tiro e e sa sireletsegang, mme legale kompone e e kapang ditshwantsho e na le sebaka sa go aga tirisano mmogo le baagi ba lefelo leo ba ba tsamaisang kgwebo ya bojanala.
- Baagi ba kgaolo e ga ba nne le ditshenyegelo dipe, mme go na le maikarabelo a se kae (a go dira ditiro tsa bojanala tsa boleng jo bo kwa godimo).

Arrangement C: Sub-Lease with 5 year Transfer of Hunting Camp Management

The Okavango Lefatshe Trust (OLT) sub-leased exclusive rights over the commercial hunting zone of its CHA and 70% of the quota to Delta Land Safaris (DLS) for 5 years. The community has split its CHA into commercial and communal hunting zones. Delta Land Safaris can use the commercial zone for hunting its 70% of the quota, and community members can hunt in the communal hunting zone.

The Okavango Lefatshe Trust has built a hunting campsite within the commercial hunting zone, which is for use by Delta Land Safaris. Over the 5 years, Delta Land Safaris must train community members to manage the hunting camp independently. Delta Land pays a sub-lease fee which is discounted (to make up for the training costs) of BWP 80,000, a quota fee of BWP 100,000 and performs intensive hiring and training of community members in all types of work – managers, cooks, guides, trackers, drivers etc.

After 2 years and 4 years of this arrangement, two independent consultants are hired (half the money is paid by the OLT and half by DLS, and the transport is paid by DLS) to evaluate and make recommendations on the arrangement. The consultants will check whether Delta Land Safaris is offering a high level of training and responsibility, and whether Okavango Lefatshe Trust is providing the effort and individuals to receive this training and responsibility. The consultants can suggest improvements if there are problems with the effort of either party. If the arrangement is completely failing, it can be recommended that the hunting camp training part of the contract is terminated. Then, Delta Land Safaris will be able to manage the camp on its own for a rental fee.

If the arrangement is successful, after the 5 years, the Okavango Lefatshe Trust will then charge a higher rental fee to the safari operator (which will probably be Delta Land Safaris) for use of the community-managed hunting camp and may build other camps.

Delta Land Safaris will benefit from hunting camps that are built and run by the community according to its training. If DLS trains well, it will have built up a relationship with the community, and can continue to offer hunting activities using the community skills and camps. The Okavango Lefatshe Trust will learn to manage the camps, and can charge a higher rental fee and offer more employment to its members.

Major characteristics:

- Medium to high management capacity required for the community to work effectively with safari operator in training of community members to manage a hunting camp.
- More effort required by safari operator to intensively train community members, but less sub-lease fees and investment costs.
- High transfer of skills.
- Safari operator has more secure tenure (5 years) and a relationship with the community. Also, safari operator has opportunity to train community to manage a campsite according to its client needs.
- Community assumes little risk (will still receive small sub-lease fee and quota fees) and medium responsibility (must perform management of camp).

Thulaganyo C: Go hirisa ga dingwaga tse tlhano mo go amoganwang ga tsamaiso ya kampa ya letsomo

Ba Okavango Lefatshe Trust ba hirisitse ditshwanelo tse di lebanyeng bone fela mo kgaolong ya bone ya letsomo ka kgwebo mo lefelong la bone la CHA le bontlha bongwe (70%) ja seabe sa bone mo go ba kompone ya Delta Land Safaris ga lebaka la dingwaga di le tlhano. Baagi ba motse o ba kgaogantse kgaolo ya bone ya CHA ka dikgaolwana tse di farologanyeng jaaka ya kgwebo le ya letsomo la morafe. Ba Delta Land Safaris ba ka dirisa kgaolo e e leng ya kgwebo go dira letsomo le bontlha bongwe (70%) ja seabe sa bone, mme maloko a baagi ba motse bone ba ka tsoma mo kgaolong ya morafe ya letsomo.

Ba Okavango Lefatshe Trust ba agile kampa ya letsomo mo teng ga kgaolo ya bone ya letsomo ka kgwebo, e e tlaabong e dirisiwa ke ba Delta Land Safaris. Mo dingwageng tse di tshwarang botlhano, ba Delta Land Safaris ba tlaa tshwanelwa ke go rutuntsha maloko a baagi ba motse o gore ba tle ba kgone go tsamaisa kampa e ya letsomo ka bo bone. Ba Delta Land ba duela madi a go hirisa a a nang le phokoletso (ka go bo ba na le ditshenyegelo tsa go rutuntsha) a a tshwarang dipula di le P80, 000, le madi a seabe a a tshwarang P100, 000 gape ba dira tiro e tona ya go hira le go rutuntsha maloko a baagi ba motse mo ditirong tsotlhe tse di tlhokafalang – baeteledipele, baapei, bakaedi, batsumi, bakgweetsi jalo, jalo.

Kwa morago ga dingwaga tse pedi le tse nne tsa thulaganyo e, bakanoki ba le babedi ba ba ema nosi ba a thapiwa (bontlha bongwe ja madi a tuelo ya bone bo tlaa duelwa ke ba OLT, fa bontlha jo bongwe bo tlaa duelwa ke ba DLS, mme sepalamo sone se tlaa duelwa ke ba DLS) gore ba tle ba sekaseke gape le go dira dikgakololo tse di amanang le thulaganyo e. Bakanoki ba ba tlaa tlhotlhomisa gore a mme Delta Land Safaris e dira tiro ya go rutuntsha ya maemo a a kwa godimo ga mmogo le ya maikarabelo, le gore a ba Okavango Lefatshe Trust ba ntsha maiteko mangwe le batho ka bo bone gore ba amogele thutuntsho e le maikarabelo a. Bagakolodi ba ba ka ntsha dikgakololo tsa go tlokafatsa fa go tlhokafalang teng fa e le gore go ka nna le mathata mangwe mo maitekong a botlhe ba ba amegang. Fa e le gore thulaganyo e ka nngwe tsela ga e atlege gotlhelele, go ka gakololwa gore bontlha bongwe ja thutuntsho e e direlwang kampa ya letsomo ja tumelano e bo phimolwe. Fa go ka nna jalo, ba Delta Land Safaris ba tlaabo jaanong ba ka kgona go tsamaisa kampa e sentle ka bo bone mme ba duela madi a go e hirisa.

Fa e le gore thulaganyo e e ka atlega, fa dingwaga tse tlhano di sena go feta, ba Okavango Lefatshe Trust ba tlaabo jaanong ba duedisa madi a a fa godimo a go hirisa a duelwa ke motsamaisi wa Safari (yo gongwe e tlaabong e le ba Delta Land Safaris) e le a tiriso ya kampa ya letsomo e e tsamaisiwang ke baagi ba motse o, mme ebile gape ba ka kgona go aga dikampa tse dingwe gape.

Ba Delta Land Safaris ba tlaa nna le poelo e ntsi thata e tswa mo dikampeng tsa letsomo tse di tlhomilweng gape di tsamaisiwa ke baagi ba motse oo go ya ka fa thutuntshong ya bone. Fa e le gore ba DLS ba dira thutuntsho sentle, ba tlaabo jaanong ba tlhomile seemo sa tirisano mmogo e e siameng le baagi ba motse oo, mme ka jalo ba tlaa kgona go tswelela ka go dira ditiro tsa letsomo ba dirisa bokgoni ja baagi ba motse o le dikampa tsa bone. Ba Okavango Lefatshe Trust ba tlaa ithuta go tsamaisa sentle dikampa tse, gape ba ka kgona go duedisa madi a mantshi a go hirisa le go kgona go hira batho ba le palo ntsi mo malokong a bone.

Dintlha tse di tlhokafalang:

- Boleng ja tsamaiso jo bo fa gare go ya kwa go jo bo fa godimo bo a tlhokafala gore baagi ba metse ya magae ba kgone go bereka sentle le motsamaisi wa diSafari mo go rutuntsheng maloko a baagi ba motse gore ba kgone go tsamaisa sentle kampa ya letsomo.
- Go tlhokafala maiteko a matona fela thata go tswa mo go motsamaisi wa Safari gore a kgone go rutuntsha mo go tseneletseng ga maloko a baagi ba metse, mme legale ga go tlhokege madi a mantshi a go hirisa le a ditshenyegelo tsa go simolola kgwebo.
- Go amogana bokgoni ja go dira tiro go kwa godimo.
- Motsamaisi wa Safari o na le tshireletsego ya go nna e e siameng (dingwaga di le tlhano) le tirisano mmogo e e siameng le baagi ba motse. Gape, motsamaisi wa Safari o na le sebaka sa go rutuntsha baagi ba motse go tsamaisa lefelo la bothibelelo go ya ka fa go batliwang ka teng ke badirisi ba lone.
- Baagi ba motse o ga ba nne le dipe dikgoreletsi (ba tlaa nna ba amogela madi a manyenyane a go hirisa le madi a seabe) le maikarabelo a bone a fa gare (ba tshwanetse go dira tiro ya tsamaiso ya kampa).

Arrangement D: Co-Development of Lodge

The Gcwihaba Trust (GT) has sub-leased 5 year exclusive rights to Horizon Hotels/Blackfoot Hunting Safaris over the commercial hunting zone of its CHA, half of the quota and a site for development of a lodge. The community hunts its half of the quota in its own communal hunting zone.

Horizon Hotels and Blackfoot Hunting Safaris have joined together in tendering for the area because Horizon would like to develop the lodge and Blackfoot would like to run the hunting operation. Blackfoot Hunting Safaris is paying GT a fee for the sub-lease of the hunting area and quota of P175,000 and 20 low-skilled jobs. Horizon is not paying any sub-lease fee for the photographic tourism zone or the lodge site, but must pay for the development and management of the lodge. Horizon must also pay the Gcwihaba Trust P25 for each person staying in the lodge each night (bed-night levy). The lodge site and number of beds has been decided by Gcwihaba Trust and included in the tender invitation.

The Gcwihaba Trust has already developed its own traditional village and cultural tourism activities and the lodge site has been placed nearby. The lodge Horizon develops must only make use of these activities, and any new activities will be decided with the community and be based on community skills or training opportunities. The lodge will offer a minimum of 15 jobs to community members, but will not be required to hire and train management positions. A lodge development committee will be formed consisting of members from Gcwihaba Trust and Horizon Hotels, and will discuss activities, any management changes and conflicts. After 5 years, Horizon can renew the contract with GT, sell the lodge to another company (with GT's input) or sell the lodge to the community (who will hire another company to manage the lodge).

The Gcwihaba Trust has ensured that it will have visitors to its cultural tourism activities through the development of a lodge nearby. This requires the Trust to put effort into working with a private company and offering quality activities. The Trust will gain knowledge of how to operate its own activities efficiently, and how to do business with a complex enterprise. The Trust also receives money and some employment created through the hunting and lodge leases. The community has a responsibility to ensure that the lodge succeeds – after 5 years, Gcwihaba Trust will have to decide to renew the lease or ensure that Horizon finds a buyer. The Trust cannot sub-lease the photographic zone to another company or end the lease with Horizon without ensuring that Horizon recoups some of their investment by sale of the lodge. Through this arrangement, Horizon Hotels obtains an exclusive lodge site and photographic area with no lease-fee. No other tour operators can work in the area. It has almost complete freedom in developing and managing the lodge, and cultural activities are provided and managed by the GT. After the 5 years is over, Horizon can continue the relationship with Gcwihaba Trust, or opt to sell its assets and move on. Blackfoot Hunting Safaris gains all the usual benefits of exclusive hunting rights for 5 years.

Major characteristics:

- High management capacity required for the community to work effectively with safari operator.
- More effort required by safari operator to work with community in offering quality activities for lodge clients, but less sub-lease fees.
- Medium transfer of skills.
- Safari operator has more secure tenure (at least 5 years) and a relationship with the community. At the end of the 5 years, the safari operator can sell the lodge (with input from the community) or renew the contract.
- Community assumes some risk and high responsibility (will still receive small hunting and quota fees, but if the lodge is not successful, their bed-night levies will be erratic and sale/release of the lodge will be difficult).

Thulaganyo D: Go kopanela tshimologo ya lefelo la boitapoloso

Ba Gcwihaba Trust ba hirisitse ditshwanelo tse di lebanyeng bone fela ga dingwaga di le tlhano mo go ba Horizon Hotels/Blackfoot Hunting Safaris mo kgaolong ya bone ya letsomo ka kgwebo ya lefelo la CHA, bontlha bongwe ja seabe sa bone le kgaolo e nngwe gore e direlwe tlhabololo ya lefelo la boitapoloso. Baagi ba lefelo le ba a tsoma mo bontlheng jo bongwe ja seabe sa bone mo lefelong la bone la morafe la letsomo.

Ba Horizon Hotels le ba Blackfoot Hunting Safaris ba ile ba ikopanya mmogo mo go direng ipapatso ya lefelo le ka gore ba Horizon ba batla go tlhabolola lefelo le la bonno fa Blackfoot yone e batla go dira tiro ya letsomo. Ba Blackfoot Hunting Safaris ba duela ba GT madi a go hirisa a kgaolo ya letsomo le a seabe sa letsomo a a tshwarang dipula di le P175, 000 le ditiro tsa boleng jo bo kwa tlase di le masome a le mabedi. Ba Horizon ga ba duele ape madi a go hirisa a kgaolo ya bojanala ja go kapa ditshwantsho kgotsa a lefelo la bonno, mme legale ba tshwanelwa ke go duelela go tlhlongwa le go tsamaisiwa sentle ga lefelo la bonno. Ba Horizon ba tshwanetse gape go duela Gcwihaba Trust madi a dipula di le P25 mo godimo ga tlhogo ya motho mongwe le mongwe yo o nnang mo lefelong leo mo bosigong bongwe le bongwe (ke tuelo ya go dirisa boroko). Lefelo la boitapoloso le palo ya malao le ile la tlhagisiwa ke ba Gcwihaba Trust gape le ne le akareditswe mo taletsong ya go ipapatsa.

Ba Gcwihaba Trust ba setse ba simolotse go dira lefelo la bone la motse wa ngwao le ditiro tsa bone tsa bojanala ja setso mme lefelo la boitapoloso le tlhomilwe fa gautshwane le foo. Lefelo la boitapoloso le ba Horizon ba le tlhomang le tlaa tshwanelwa fela ke go dirisa tsone ditiro tse di teng foo tse, mme gape ditiro tse di ka nnang teng tse di sha di tlaa rebolwa go buisantswe pele le baagi ba naga eo gape di tlaabo di tlhomiwa go lebeletswe mo bokgoning ja baagi ba naga eo jo bo teng kgotsa mo thutuntshong e ba nang le yone. Lefelo le la boitapoloso le tlaa ntsha palo ya ditiro tse di tshwarang lesome le botlhano tse di tlaa neelwang maloko a baagi ba kgaolo eo, mme legale ga go kake ga tlhokafala gore ba hire ba bo ba dire thutuntsho ya maemo a botsamaisi. Komiti ya tlhabololo e e tsamaisang lefelo le la boitapoloso e tlaa tlhomiwa mme e tlaa akaretsa maloko a a tswang kwa lekgotlaneng la Gcwihaba Trust le mo go ba Horizon Hotels, gape e tlaa buisana ka ga ditiro, diphetogo dife fela tse di ka nnang teng di ama tsamaiso le go tlhoka kutlwisisano. Kwa morago ga dingwaga tse tlhano, ba Horizon ba ka nna ba shafatsa tumelano ya bone le ba GT, ba ka rekisetsa kompone e nngwe lefelo le la boitapoloso (ba thusana le ba GT) kgotsa ba ka rekisetsa baagi ba kgaolo e lefelo le la boitapoloso (ba ba tlaang hirang kompone e nngwe gore e tle e tsamaisa lefelo le).

Ba Gcwihaba Trust ba netefaditse gore ba tlaa nna le baeti ba ba etelang ditiro tsa bone tsa ngwao ka go dira tlhabololo ya lefelo la boitapoloso go bapa le gone foo. Mo go tlhokafala gore ba Trust ba dire maiteko a le mantsi thata a gore ba berekisane le kompone e e ikemetseng ka bo yone gape ba dira ditiro tsa maemo a a kwa godimo. Lekgotlana la Trust le tlaa nna le kitso e ntsi ya go kgona go dira ditiro tsa bone mo go tlhamaletseng, le go itse go tsamaisa kgwebo ya ditiro tse di sa tlwaelesegang. Lekgotlana la Trust gape le tlaa bona madi le ditiro tse di tlaa tlhlongwang ka go dira letsomo le go hirisa lefelo la boitapoloso. Baagi ba kgaolo e ba na le maikarabelo a go netefatsa go nna teng le tswelelopele ya lefelo le la boitapoloso - Fa morago ga dingwaga tse tlhano, ba Gcwihaba Trust ba tlaa tshwanelwa ke go akanya go ntshafatsa tseletso ya bone ya go hirisa kgotsa gongwe ba netefatse gore ba Horizon ba kgona go batla moreki. Lekgotlana la Trust ga le kake la hirisa gape kgaolo ya go kapa ditshwantsho mo komponeng e nngwe kgotsa ba fedisa tumelano ya go hirisa le ba Horizon ba ise ba netefatse gore ba Horizon ba tlaa kgona go boelwa ke ditshenyegelo tsa bone ka go rekisa lefelo le la boitapoloso. Ka lebaka la thulaganyo e, ba Horizon Hotels ba nna le lefelo la bone fela la boitapoloso le kgaolo ya go kapa ditshwantsho e e sa duelelweng ka go hirisiwa. Ga gona motho ope gape yo o ka berekelang mo lefelong le e le mogwebi wa bojanala. Ba na le kgololesego e e feletseng ya go tlhabolola le go tsamaisa lefelo le la boitapoloso, le ditiro tsa ngwao di dirwa di bo di tsamaisiwa ke ba GT. Fa dingwaga tse tlhano di sena go wela, ba Horizon ba ka nna ba tsweledisa tirisano mmogo ya bone le ba Gcwihaba Trust, kgotsa ba ka itlhophela go rekisa dithoto tsa bone mme ba fudugela go sele. Ba Blackfoot Hunting Safaris ba bona dipelo tsothle ka tlwaelo tsa ditshwanelo tse di lebanyeng bone fela tsa go tsoma mo dingwageng tse tlhano.

Dintlha tse di tlhokafalang:

- Botsamaisi ja tiro jo bo kwa godimo bo a tlhokafala gore baagi ba kgaolo e ba kgone go bereka sentle le batsamaisi ba diSafari.
- Go tlhokega maiteko a mantsi fela thata go tswa mo go motsamaisi wa Safari gore a kgone go bereka le baagi ba kgaolo e mo go neeleng batho ditiro tsa maemo a a kwa

godimo ba ba tlaabong ba dirisa lefelo le la boitapoloso, mme legale madi a go hirisa one a kwa tlase.

- Go amogana bokgoni ja go dira go fagare.
- Motsamaisi wa Safari o na le bonno jo bo sireletsegileng (bo ka tshwara dingwaga di le tlhano) gape o na le tirisano mmogo le baagi ba motse. Kwa morago ga dingwaga tse tlhano tse, motsamaisi wa Safari o ka nna a rekisa lefelo le la boitapoloso (a rerisana le baagi ba motse o) kgotsa o ka kgona go shafatsa tumelano ya gagwe.
- Baagi ba motse ba nna le dikgoreletsi le maikarabelo a a kwa godimo (ba ntse ba tlaa amogela madi a a kwa tlase a letsomo le a seabe sa bone, mme legale fa lefelo le la boitapoloso le sa tsewelele sentle, madi a bone a a duelelwang boroko a tlaabo a dirilwe ka phoso mme ka jalo go rekisa/hirisa gape ga lefelo le go ka nna bokete thata).

Arrangement E: Co-Development and Management of Lodge

The Kwando Tlhabololo Trust (KTT) has had sub-lease agreements for 5 years, and would now like to become more involved in tourism activities. A photographic tourism company, Linyanti Safaris, is interested in the CHA for a lodge and has approached the KTT.

These two partners have come to an agreement in which the Kwando Tlhabololo Trust sub-leases exclusive rights to Linyanti Safaris over the photographic and mixed-use zones of its CHA and a site for development of a lodge for 5 years. Linyanti Safaris does not have to pay any sub-lease fees, but pays for lodge costs, is obligated to employ and train a number of community members, and pays 35% of the profits from the lodge to the community. Every quarter, Linyanti and the KTT will review the books and every year an audit will be carried out. Linyanti must employ KTT members for 50% of the construction of the lodge, and use local materials where possible.

Linyanti is responsible for management of the lodge, but is overseen by a joint management team with representatives from Linyanti Safaris and KTT. The joint management team resolves disputes and decides on the direction of the lodge – its design, activities and market. A percentage of the staff of the lodge at all levels and sectors (front-desk, catering, housekeeping, groundskeeping, management, marketing) must be community members. They will be trainees for the first 2 years, but afterwards will be fully responsible employees. These percentages will be decided by the joint management team, depending on the requirements of the positions and the availability of educated and willing community candidates.

After 5 years, KTT should have some capability to run and oversee the lodge independently. At this time, Kwando Tlhabololo Trust has the option to buy the lodge and manage it independently (by also hiring outside staff), buy the lodge and hire a different safari company to manage it, or re-lease the lodge to Linyanti Safaris again.

Outside the lodge development and training, KTT has tendered out its entire hunting quota for a 5 year lease. The hunting company which won the tender, Knudson Hunting, is paying KTT P400,000 per year and offering 10 low-skilled jobs. Kwando Tlhabololo Trust is not very involved with Knudson Hunting, but this money allows them to concentrate their energy on working on the development of the lodge and earn money for a possible buy-out of the lodge. If successful, this arrangement will give residents of the KTT area valuable skills and employment, and KTT will have the option of owning its own lodge. Linyanti Safaris must provide intensive training and work very closely with the community, but it also gains an exclusive lodge site and photographic tourism area.

Major characteristics:

- High management capacity required for the community to work effectively with safari operator and learn to manage the lodge.
- More effort required by safari operator to intensively train community members, but less sub-lease fees and investment costs.
- High transfer of skills.
- Safari operator has more secure tenure (at least 5 years) and a relationship with the community. Safari operator has opportunity to train community to manage and run the lodge according to their client needs. At the end of the 5 years, the community must either buy the lodge or renew the contract with the same safari operator.
- Community assumes some risk and medium responsibility (will still receive hunting and quota fees, but if the lodge is not successful, their percentage earnings will be low).

Thulaganyo E: Go simolola mmogo le go Tsamaisa Lefelo la boitapoloso

Ba Kwando Tlhabololo Trust ba sa le ba ntse le ditumelano tsa go hirisa mo dingwageng tse tlhano, jaanong mo nakong eno e ba batla go simolola go dira ditiro tsa bojanala. Kompone e e dirang bojanala ja go kapa ditshwantsho, Linyanti Safaris, e na le kgatlhego mo kgaolong ya CHA go dira lefelo la boitapoloso ebile ba setse ba itlhagisitse mo go ba KTT ka mogopolo o wa bone.

Ba dira mmogo ba babedi ba ba dirile tumelano ya gore ba Kwando Tlhabololo Trust ba hirisetse ba Linyanti Safaris ditshwanelo tse di lebaganyeng le bone fela tsa go kapa ditshwantso le tiriso e nngwe e e kopakopaneng mo kgaolong ya bone ya CHA le lefelo le lengwe le le ka tlhabololwang gore go tlhlongwe lefelo la boitapoloso ga dingwaga di le tlhano. Ba Linyanti Safaris ga go tlhokafale gore ba duele madi ape a go hirisediwa, mme legale ba tlaa duelela ditshenyegelo tsa go tlhoma lefelo la boitapoloso, gape ba tlamega go thapa le go rutuntsha palo e e dumelanweng ya maloko a baagi ba kgaolo eo, gape ba tlaa duela bontlha bongwe (35%) ja dipoelo tse di bonwang di tswa mo lefelong la boitapoloso ba di neela baagi ba kgaolo eo. Mo kotareng nngwe le nngwe, ba Linyanti ga mmogo le ba KTT ba tlaa tlhatlhoba dibuka mme gape mo ngwageng nngwe le nngwe tlhatlhoba ya dibuka e e tseneletseng e tlaa dirwa. Ba Linyanti ba tshwanetse go hira maloko a KTT ga lebaka la nako e e dumelanweng (50%) ya go tlhoma kago ya lefelo la boitapoloso, gape ba tlaa bereka ka di dirisiwa tse di fitlhelwang mo go yone kgaolo eo fa go kgonagalang teng.

Ba Linyanti ba na le maikarabelo a go tsamaisa sentle lefelo le la boitapoloso, mme legale ba tlaabo ba lebeleletse ke ba setlhopho sa komiti ya tsamaiso e e kopanetsweng e na le maloko go tswa mo lekgotlaneng la ba Linyanti Safaris ga mmogo le mo go ba KTT. Setlhopho se sa tsamaiso se se kopanetsweng se tlaa baakanya mathata a a ka tlhagang gape se tlaa dira tshwetso mabapi le tsele e e tlaa tsewang mo go direng lefelo le la boitapoloso – ka fa le tlhaiwang ka teng, ditiro tsa lone ga mmogo le ka fa le tlaa bapatswang ka teng. Bontlha bongwe ja babereki ba lefelo le mo maemong otlhe le mo dintlheng tsotlhe (ba ba direlang mo ofising e e kwa pele, ba ba tlhokomelang baeng, ba ba tlhokomelang boitapoloso, ba ba tlhokomelang ka kwa ntle, ba ba tsamaisang tiro yotlhe, ba ba bapatsang kgwebo) e tlaa nna maloko a baagi ba kgaolo eo. E tlaabo e le baithuti mo dingwageng tsa ntlha tse pedi, mme kwa morago ga se ba tlaa nna babereki ba ba feletseng ba ba nang le maikarabelo. Bontlha jo bo boletseng jo bo tlaa tlhophiwa ke setlhopho sa tsamaiso se se kopanetsweng, go tswa mo go tse di tlaabong di tlhokafala tsa maemo a a teng le go nna teng ga batho ba ba rutegileng gape ba ikemiseditse go dira e le bangwe ba batho ba baagi ba kgaolo eo.

Kwa morago ga dingwaga tse tlhano, ba KTT ba tlaa tshwanetse ke go nna le bokgoni ja go tsamaisa le go tlhokomela lefelo le ka bo bone. Mo nakong e, ba Kwando Tlhabololo Trust ba na le go itlhophela go reka lefelo le le go le tsamaisa sentle ka bo bone (gape ba ka kgona go hira babereki ba ba tswang ka kwa ntle), go reka lefelo le ga mmogo le go thapa kompone e sele ya Safari e e tlaa le tsamaisang, kgotsa go le hirisa gape mo go ba Linyanti Safaris.

Ka kwa ntle ga go tlhoma lefelo le la boitapoloso le go rutuntsha, ba KTT ba bapaditse seabe sa bone sotlhe sa letsomo go se hirisa mo dingwageng tse tlhano. Kompone e e dirang letsomo e e fentseng ipapatso e, ya Knudson Hunting, e duela ba KTT madi a dipula di le P400, 000 ka ngwaga gape ba ntsha ditiro di le lesome tsa batho ba ba sa rutelwang tiro. Ba Kwando Tlhabololo Trust ga ba amane thata ka gope le ba Knudson Hunting, mme legale madi a ba letlelela go dirisa maatla a bone mo go berekeng go tlhabolola lefelo le la bonno le go amogela madi a ba tlaa kgonang ka one reka lefelo le. Fa e le gore ba ka atlega, thulaganyo e e tlaa neela baagi ba kgaolo ya KTT bokgoni jo bo mosola thata ga mmogo le go tlisa mebereko, le ba KTT ba tlaa nna le sebaka sa go itlhophela go nna le lefelo le la boitapoloso mme ebile gape e le la bone. Ba Linyanti Safaris ba tshwanetse ba dire thutuntsho ya boleng jo bo kwa godimo gape le go bereka thata le baagi ba kgaolo eo, gape mme e tlaa nna le kgaolo ya lefelo la boitapoloso le le lebanyeng bone fela le kgaolo ya bojanala ja go kapa ditshwantsho.

Dintlha tse di tlhokafalang:

- Boleng ja tsamaiso e e kwa godimo bo a tlhokafala gore baagi ba kgaolo e ba kgone go bereka mo go siameng le batsamaisi ba diSafari le gore gape ba ithute go tsamaisa lefelo le la boitapoloso sentle.
- Motsamaisi wa Safari o tshwanetse a iteke go menagane gore a kgone go dira thutuntsho e e tseneletseng ya maloko a baagi ba kgaolo e, mme legale o duela madi a a kwa tlase a go hirisa ga mmogo le a ditshenyegelo tsa go tsamaisa lefelo.
- Go amogana bokgoni ja tiro go kwa godimo.

- Motsamaisi wa Safari o na le bonno jo bo sireletsegileng (jo bo ka tshwarang dingwaga tse tlhano) le tirisano mmogo e e siameng le baagi ba motse o. Motsamaisi wa Safari o na le sebaka sa go rutuntsha baagi ba kgaolo e go kgona go tsamaisa le go tlhokomela lefelo le la boitapoloso ka fa go tlhokwang ka teng ke batho ba ba tlaabong ba le dirisa. Fa dingwaga tse tlhano di sena go feta, baagi ba kgaolo e ba tlaa tshwanelwa ke go reka lefelo le la bonno kgotsa ba tlaa shafatsa tumelano ya bone le motsamaisi wa Safari yo ba ntseng ba dira le ene.
- Baagi ba kgaolo e ba itlama go ka nna le tatlhegelo ga mmogo le maikarabelo a a fa gare (ba tlaa nna ba amogela madi a letsomo le a seabe sa bone, mme legale fa lefelo le le sa tswelile sentle, bontlha ja bone ja go amogela madi bo tlaa nna kwa tlase).

Arrangement F: 5 year Joint Venture Partnership for CHA Development

The Ghanzi Kopagano Trust (GKT) has had sub-lease agreements for the past 7 years and has started its own spin-off activities (crafts shop and cultural tourism activities). It has built up a large bank account, but does not really know how to create employment and stimulate productive activities on its own. The crafts and tourism activities have provided some small cash earnings to community individuals, but very few tourists know about the area.

The GKT decides to tender for a safari operator partner to develop their CHA over 5 years. Kalahari Thirstland Safaris would like to work in the GKT's area which is right next to the Central Kgalagadi Game Reserve. The partners agree to split all of the investment costs. Kalahari Thirstland Safaris will not have to pay any sub-lease or quota fees, as this is part of the community contribution. It will have to provide training to community members, and all management decisions are jointly made. Since the Ghanzi Kopagano Trust has provided a large amount of money and investment into the start-up activities, it essentially owns part of the Kalahari Thirstland Safaris company. It has the right to review the books and auditing process.

The partners decide that they will sub-lease half of the quota to another company, and they will develop two campsites, one near the main road and one next to the CKGR gate. They will also provide tourists with guided day-drives into the CKGR, and bushwalks, storytelling and traditional dancing just outside the game reserve. Kalahari Thirstland trains community-members on constructing the camps, marketing activities and guiding tourists.

Each year, the two partners split the profits from the activities. After 5 years, they will most likely simply continue the partnership. They share the management, costs and risks of the entire enterprise.

Major characteristics:

- High management capacity required for the community to work effectively with safari operator.
- More effort required by safari operator to work with and train community members, but less sub-lease fees and investment costs.
- Medium to high transfer of skills.
- Safari operator has more secure tenure (at least 5 years) and a relationship with the community. Safari operator has opportunity to train community to manage and run the activities according to its client needs.
- Community assumes high risk and responsibility for their performance and returns on their investment.

Thulaganyo F: Dingwaga tse tlhano tsa go kopanela kgwebo ka go dira mmogo go tlhabolola lefelo la CHA

Ba Ghanzi Kopagano Trust ba nnile le tumelano ya go hirisa mo dingwageng tse supa tse di fetileng mme ebile jaanong ba setse ba simolotse ditiro tsa bone tse di tlisang madi (lebentlele le le rekisang dilwana tse di betlilweng le ditiro tsa ngwao ya bojanala). Ba kgonne go nna le madi a mantsi kwa banking, mme legale ga ba itse gore ba ka simolola jang mebereko le go tlokaafatsa ditiro tse di ka ba thusang ka go tlisa dipoelo ka bo bone. Dilwana tse di betlilweng le ditiro tsa bojanala di tlisitse dikamogelo tse di potlana tsa madi mo baaging ba kgaolo eo bongwe ka bongwe, mme legale ke bajanala ba palonyana e e kwa tlase fela ba ba itseng ka kgaolo e.

Ba GKT ba sweditse ka go dira ipapatso gore ba bone modiri wa Safari yo ba ka kopanelang le ene kgwebo gore ba tle ba kgone go tlhabolola kgaolo ya bone ya CHA mo dingwageng tse di ka tshwarang botlhano. Ba Kalahari Thirstland Safaris ba eletsa go berekela mo kgaolong e ya ba GKT e e bileng e bapile le lefelo la Central Kgalagadi Game Reserve. Badira mmogo ba ka bobedi ja bone ba dumelana go kgaogana ditshenyegelo tsotlhe tsa go simolodisa tiro e. Ba Kalahari Thirstland Safaris ga ba na go duela madi ape a go hirisa kgotsa a seabe, ka gore se e tlaa nna bontlha bongwe ja seabe se se tlaabong se ntshiwa ke baagi ba kgaolo eo. Ba tlaa tshwanelwa ke go dira thutuntsho ya maloko a baagi ba kgaolo e, mme le ditshwetso tsotlhe tsa go tsamaisa lefelo le di tlaa dirwa di kopanetswe. Ka go bo ba Ghanzi Kopagano Trust ba ntshitse madi a mantsi le ditshenyegelo mo go direng tiro ya ntlha kwa tshimologong, go raya gore ka lebaka le le bone ke beng ba bontlha bongwe ja Kalahari Thirstland Safaris Company. Ba na le tshwanelo ya go kanoka dibuka ga mmogo le go dira tiro ya go di tlhatlhoba.

Bakopanela tiro ba ba swetsa ka gore ba hirisetse kompone e nngwe bontlha bongwe ja seabe sa bone, mme gape ba tlaa simolola go tlhoma dikampa tsa bothibeledi di le pedi, e nngwe e tlaa tlhlongwa go bapa le tsela e tona fa e nngwe e tlaa bewa gaufi le kgoro e tona ya lefelo la CKGR. Gape ba tlaa thusa bajanala ka tiro ya go ba tsamaisa ba ba supegetsa mo teng ga lefelo la CKGR, le go tsamaya ka dinao mo nageng, go ba bolelela dipolelo ga mmogo le go ba binela mmino wa setso fela ka kwa ntle ga lefelo la diphologolo. Ba Kalahari Thirstland ba rutuntsha maloko a baagi ba kgaolo e mo tirong ya go tlhoma dikampa, ditiro tsa go bapatsa lefelo le, le go kaela bajanala.

Mo ngwageng nngwe le nngwe, ba dira mmogo ba babedi ba ba tlaa kgaogana dipoelo tse ba di bonang mo ditirong tsa bone. Fa morago ga dingwaga tse tlhano, go lebeba ba tlaa nna ba ntse ba tswelela ka go dirisana mmogo ga bone. Ba tsamaisa lefelo le ba le mmogo, ditshenyegelo le ditatlhegelo tse di amang kgwebo yotlhe.

Dintlha tse di tlhokafalang:

- Tsamaiso ya boleng jo bo kwa godimo e ya tlhokafala gore baagi ba kgaolo e ba kgone go bereka sentle le motsamaisi wa Safari.
- Motsamaisi wa Safari o tshwanetse a dire maiteko a mantsi thata gore a kgone go bereka le go rutuntsha maloko a baagi ba kgaolo e, mme legale o tlaabo a duela madi a a kwa tlase a go hirisa ga mmogo le ditshenyegelo tsa go simolola tiro.
- Go amogana bokgoni ja tiro go nna fa gare go ya kwa godimo.
- Motsamaisi wa Safari o na le bonno jo bo sireletsegileng (jo bo ka tshwarang dingwaga tse tlhano) le tirisano mmogo e e siameng le baagi ba kgaolo e. Motsamaisi wa Safari o na le sebaka sa go rutuntsha baagi ba kgaolo e gore ba kgone go tsamaisa le go tlhokomela ditiro tsa lefelo le go ya ka fa go tlhokafalang ka teng ke ba ba di dirisang.
- Baagi ba kgaolo e ba nna le kgonagalo ya go latlhegelwa mo go fa godimo gape ba nna le maikarabelo a ka fa ba dirang ka teng ga mmogo le dipoelo tsa ditshenyegelo tsa bone.

Arrangement G: Joint Venture Partnership Company

After 10 years of working in partnership, the Ghanzi Kopagano Trust and Kalahari Thirstland Safaris (KTS) decide to change their relationship a bit. They have consulted a lawyer and will now set up an equal partnership company to market and run activities (hunting and photographic) in the community CHA. This new company, called Kalahari Cultural Safaris will continue the same types of activities as before. However, now that the community has a bit more experience, it will be independently responsible for managing and running the activities in the CHA itself, and Kalahari Thirstland Safaris will be responsible for marketing the activities and providing clients from Maun. All profits from the enterprise are earned under the company and divided up according to how much the Trust and how much KTS have contributed.

Major characteristics:

- High management capacity required for the community to work effectively with safari operator.
- Low transfer of skills - this arrangement will be based on the community's and safari operator's pre-existing skills.
- Safari operator has more secure tenure as provided by the company agreement.
- Equal effort and risk by the safari company and community as partners.

Thulaganyo G: **Kompone ya kgwebo e e kopanetsweng ka go dira mmogo**

Kwa morago ga dingwaga tse di lesome tsa go bereka ka go kopanela kgwebo, ba Ghanzi Kopagano Trust le ba Kalahari Thirstland Safaris ba swetsa ka go fetola tirisano mmogo ya bone go le go nnye. Ba ile ba buisana le mmueledi wa molao mme jaanong ba tlaa tlhoma kompone ya go dira mmogo ka go lekalekana go bapatsa le go dira ditiro tsa bone (go tsoma le go kapa ditshwantsho) mo kgaolong ya baagi ba naga eo ya CHA. Kompone e ntsha e, e e tlaa bidiwang Kalahari Cultural Safaris e tlaa tsewelela ka go dira ditiro tse di tshwanang fela le tsa ntlha. Le fa go ntse jalo, ka gore jaanong baagi ba kgaolo eno ba na le kitso e e oketsegileng go se kae, ba tlaabo jaanong ba na le maikarabelo ka bo bone a go tsamaisa le go dira ditiro tse di mo go lone lefelo le la CHA, ba Kalahari Thirstland Safaris ba tlaa nna le maikarabelo a go bapatsa ditiro le go tliša ba ba tlhokang go di dirisa go tswa kwa Maun. Dipelo tsotlhe go tswa mo kgwebong e di tlaa amogelwa ka fa tlase ga kompone e di bo di kgaoganngwa go ya ka gore ba lekgotla la Trust ga mmogo le ba KTS ba ile ba ntsha seabe sa bokae.

Dintlha tse di tlhokafalang:

- Boleng jo bo kwa godimo ja tsamaiso bo a tlhokafala gore baagi ba kgaolo e ba kgone go bereka sentle le motsamaisi wa Safari.
- Go amogana ditiro go kwa tlase – thulaganyo e e tlaa laolwa ke bokgoni jo bo teng mo baaging ba kgaolo e le mo go motsamaisi wa Safari.
- Motsamaisi wa Safari o na le bonno jo bo sireletsegileng jaaka fa go tlhagisitse mo tumalanong ya kompone.
- Maiteko le go kgona go latlhegelwa go a lekalekana mo go ba kompone ya Safari le baagi ba kgaolo e jaaka fa ba berekisana mmogo.

Conclusions

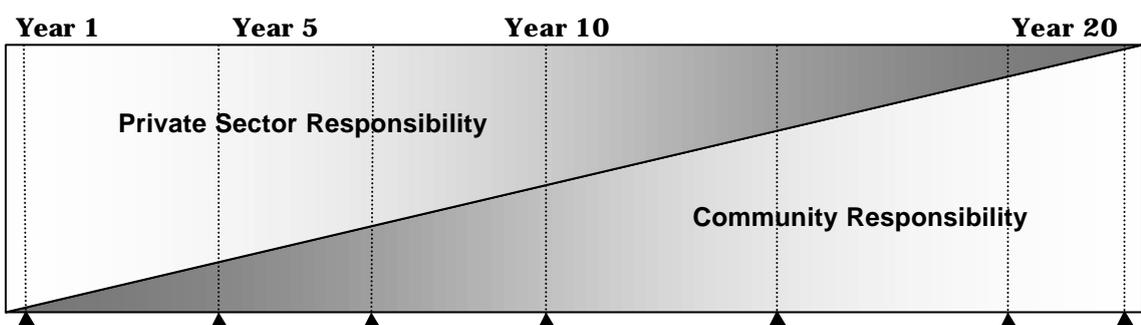
Community Based Natural Resources Management is not a short-term approach to livelihood improvement and conservation of wildlife. It requires major changes in government policy, attitudes and structure, community-based institution building, intensive training and innovative business strategies. Joint ventures – a business arrangement between a community and a safari operator – have been the primary means of attributing economic benefits to natural resources management in southern Africa. Consumptive utilisation of wildlife (sport hunting) has high financial returns with the least inputs and impact on the environment.

The first joint venture in Botswana was initiated in 1993 in the wildlife-rich Chobe Enclave. Since then, joint ventures in Botswana have all been short-term sub-lease agreements – a community awarding exclusive hunting and photographic rights over a CHA to a safari operator for cash, limited employment and meat. This has resulted in escalation of the market value of the wildlife and land, and several Trusts, especially around the Okavango delta and Chobe National Park have sizeable bank accounts. However, these short-term sub-leases have not resulted in real ownership and participation in natural resources utilisation by the communities. The transfer of skills between safari operators and communities has been limited, and through competition and insecurity, an atmosphere of mistrust is pervasive.

Joint venture partnerships could be an opportunity for community members in CHAs to acquire skills and employment in the tourism sector and for safari operators to gain security of tenure and offer unique tourist destinations and experiences. However, it is important to remember that safari operators and communities will not take the step towards partnerships unless it is worthwhile for them. Safari operators need to make sure that the time and risks taken by working in partnership with a community will pay off (in profits, market share etc). Communities need to make sure that the time and risks that are taken by investing in activities will result in more benefits for the community than would have been possible under a sub-lease agreement. These benefits – decision-making power, training, management capacity – may be less tangible than the large amount of money that was possible under the sub-lease agreement. Communities, especially very poor ones, may not want to take this step because they are extremely risk-averse. Perhaps it will take a minimum of 5 years of sub-leasing and a sizeable bank account before a community will want to look at joint venture partnerships. However, some communities may be ready to make small changes and take on small risks. They do not yet have to jump into a full-blown partnership, but perhaps they will invest in a campsite in order to gain more control and training.

The possibilities for joint ventures can be seen along a graduated continuum (see diagram below). At the beginning of this continuum are sub-lease agreements, in the middle joint venture partnerships and at the end are community-managed enterprises.

However, it is also possible for any and all of these three strategies to exist at the same time. Furthermore, this diagram and the examples cited only depict the responsibility of the private sector and communities. However, government and NGOs also play a vital role in regulating joint venture agreements. They can provide mediation, training and guidance to both communities and safari operators. It will take time, effort and trust for partnerships to be forged, but without this general evolution in joint venture operations, CBNRM will most certainly stagnate.



Adapted from pers comm Hasler (23 March 2000)

Sub-Lease Agreement

Sub-Lease with 5 year Transfer of Hunting Camp Management

Co-Development and Management of a Lodge

Joint Venture Partnership Company

Sub-Lease with Community Managed Tourism

Co-Development of a Lodge

5 year Joint Venture Partnership for CHA Development

Appendix

A SHORT NOTE ON THE LEGAL STRUCTURES OF JOINT VENTURE AGREEMENTS FOR USE BY COMMUNITIES IN BOTSWANA WHOM HAVE BEEN ALLOCATED COMMUNITY RESOURCE USER RIGHTS

1. INTRODUCTION

I have been asked to provide a short note on the potential legal structures, which may be employed by communities whom have been allocated community resource user rights in controlled hunting areas. The views expressed herein are strictly those of the writer and should not be ascribed to any other person. The note will commence with a discussion of the legal nature of a joint venture, provide a synopsis of the most usual forms of joint venture agreement and discuss an attached model partnership agreement, which may assist communities to look beyond the existing form of “joint venture” exclusively used in the community areas (namely, sub-leases which as we will see is not a joint venture at all).

2. WHAT IS A JOINT VENTURE AS A MATTER OF LAW?

2.1. The Joint Venture Guidelines of DWNP (revised edition of April 1999) (“the Guidelines”) as quoted on page 1 of the paper to which this short note is attached, describes a joint venture as “an activity, or venture, undertaken by two or more partners for their mutual benefit”. Whilst this is loosely correct in layperson’s terms a lawyer would see that definition as a classic description of a “partnership”. In fact, as a matter of law, there is no such legal creature as a “joint venture”. The law recognises only persons (whether natural or corporate), registered societies and trusts as having independent legal status. Thus when someone refers to an entity as being a “joint venture” a lawyer will not accept this on face value but will look behind the label to understand what is the precise legal nature of the creature sought to be described. To use the definition as quoted above, therefore, we need to understand what legal vehicle is the activity to be carried out. Lawyers will advise their clients that joint ventures usually take the form of the following entities: a joint venture company, joint venture created by contract or a joint venture partnership.

2.2. Joint venture companies

A joint venture company is a limited liability company specifically incorporated by (usually) two persons for the purpose of carrying out a specific venture. This is quite common in the property development and construction industry in Botswana pursuant to which each party earns their respective interest in the equity of the joint venture company usually by the donation of a thing, rather than cash, in return for shares. Generally, in that sector, a person who owns land will agree to transfer land to the joint venture company whilst the other shareholder invests a mixture of capital and skills in return for their shares.

2.3. In the context of a community, one could envisage a joint venture between an investor and a community pursuant to which the parties agree to incorporate a limited liability company and, against the donation of the rights of the community in its lease of the CHA, the investor would invest a mixture of capital and expertise. The relationship between the parties and the management of the joint venture company is usually governed by a shareholders’ agreement which outlines the respective rights and obligations of the parties as shareholders and provides a structure for the joint management of the joint venture company once in operation. So far as the writer is aware, no community has entered into such a joint venture agreement, probably because it is a relationship that is so difficult to terminate for a number of complex legal reasons.

2.4. Joint ventures created by contract

Joint ventures created by contract are simply agreements between two persons to carry out a venture together for profit. The astute will be saying that this is what was warned against above and what has just been described is a partnership. This is probably correct but lawyers will go to extreme lengths to attempt to exclude the law of partnership from such agreements for a number of reasons; the primary one being that

partners are jointly and severally liable for each others debts, regardless of whether the debt was approved by the partners as a group. Thus, if my law partner owes the bank a million pula for an expensive car purchased through the partnership, and reneges on that debt, the bank may look to me for the funds even though I received none of the dubious benefits of such investment.

- 2.5. It follows that parties to joint ventures created by contract do all that they possibly can to shield themselves from the law of partnership (with varying degrees of success) and employ a number of legal techniques in order to do so. Such joint ventures are quite common in large construction projects in Botswana such as the North-South Carrier project. In respect of a joint venture created for the carrying out of large-scale construction contract each party will agree to provide their own unique skills and capital to the carrying out of the project at issue in return for a share of the profits of the venture, which does not necessarily have to be divided on an even basis. In terms of community areas the writer is not aware of any such joint venture constituted by contract (or management services agreement for the matter) entered into by a community.
- 2.6. The Guidelines attempts (on pages 12 to 14) to make a distinction between the type of joint venture agreement discussed above and a joint venture partnership by stating that the former does **not** involve the merging of either parties assets while the latter does involve the merging of portions of the partner's assets. In the view of the author, only the latter constitutes a joint venture whereas the former, at least in the examples provided, are sub-leases which is simply, as a matter of law, an entirely different legal structure.

2.7. **Joint Venture Partnerships**

The last common form of a joint venture is the classic one: a partnership. A legal dictionary describes a "partnership" as an association of two or more people formed for the purpose of carrying on a business with a view to profit" (*Oxford Dictionary of Law*, fourth ed. 1997). The Guidelines provide an accurate description of a partnership between the community and an investor (page 13): "A joint venture partnership is formed between a safari company or companies (providing expertise, infrastructure and equipment) and the community (providing the land, natural resources and labour) and this entity effectively becomes a natural resource and tourism management group, receiving all revenues and responsible for all costs. The community learns about the business aspects of the tourist industry and has a say in day to day resource management decisions. The community and the safari company or companies share all profits from the enterprise according to their initial agreement".

- 2.8. Once again, the writer knows of no partnership agreement having been effected between a community and an investor in Botswana.
- 2.9. In any event I annex hereto as schedule "A" a form of partnership agreement which envisages an agreement between a community and an investor pursuant to which the investor constructs and operates a photographic camp on behalf of a community in exchange for an equal share in the profits of the camp with the community. Of course, being a lawyer means that a word of caution is necessary and I urge that the precedent be treated simply as an example. Again, it can not be emphasised enough that independent legal advice should be sought by communities prior to entering into such agreements to ensure that their rights are protected.

3 **CONCLUSION**

It is hoped the above assists those interested in understanding the legal structure of the joint venture process and its practical application.

JEFFREY BOOKBINDER

Schedule "A"

PARTNERSHIP AGREEMENT

Made and entered into by and between:-

THE COMMUNITY TRUST

(represented herein by XXX he being duly authorised hereto
and hereinafter referred to as "**the Trust**")
of the one part

and

SAFARI COMPANY (PROPRIETARY) LIMITED

(represented herein by XXX he being duly authorised hereto
and hereinafter referred to as "**Safari Co**")
of the other part

RECITALS:

- A.** The Trust is the lessee of a certain concession in the Okavango Delta more fully described as NG XX and wishes to enter into an agreement with the Safari Co for the purposes of carrying on the business of photographic safaris in the said concession through the vehicle of the association to be formed herein and to manage the said concession for commercial purposes, as more fully described hereunder.
- B.** The parties propose to regulate their relationship *inter se* as partners in accordance with the terms and conditions provided for herein.

1 NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:-

DEFINITIONS

1.1 In this Agreement the following words shall have the following meaning:-

"Agreement" shall mean this Agreement together with its annexures;

"Auditor" shall mean a certified public accountant to be appointed by the Management Committee to act on behalf of the Association ;

"Audited Accounts" shall mean the audited accounts of the Association to be prepared in each Financial Year;

"Business Day" shall mean such day not being a Saturday, Sunday or Botswana public holiday;

"Concession" shall mean NG XX which concession is leased by The Trust pursuant to an agreement of sub-lease as between it and XXX Land Board and dated YYY;

"Effective Date" shall mean XXX 2001;

"Financial Year" shall mean the period from XXX in one year to YYY in the next year;

"Management Committee" shall mean the committee formed and kept in existence pursuant to clause 8;

"Management Plan" shall mean the management plan for the Concession as issued by XXX and dated YYY;

"Profits" shall mean the distributable profits of the Association in any financial year; and

"Partner" shall mean The Trust and The Safari Co or any one of them where the reference is to the singular;

"Safari Co Capital Contribution" shall mean the sum of PXXX which amount shall be deemed to be the Safari Co's capital contribution to the operation of the Association ;

"Signature Date" shall mean the date on which the last of the Partners hereto signs this Agreement.

1.2 Words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa and words importing persons shall include individuals, Associations, associations, trusts, unincorporated organisations and corporations and vice versa.

1.3 The headnotes to the clauses of this Agreement are inserted for reference purposes only and shall in no way govern or affect the interpretation thereof.

2 FORMATION OF THE PARTNERSHIP

2.1 There is hereby constituted an equal partnership of profit and loss between the Trust and the Safari Co to operate under the name and style "The NGXX Partnership".

2.2 The Partnership is being formed for the specific purpose of the operation of the Concession as a photographic safari area and camp having full and proper regard to the principles of sound commercial judgment otherwise in accordance with the general principles as agreed from time to time between and among the parties.

3 IMPLEMENTATION

3.1 This Agreement shall be deemed to have become of full force and effect on the Effective Date and shall continue for an indefinite period subject to the constraints and contingencies hereinafter mentioned.

3.2 In the event that the Trust's lease for the Concession is cancelled for any reason whatsoever this Agreement and the Partnership shall be deemed to terminate on the effective date of such cancellation(s) it being agreed that the mutual rights and duties of the Partners prior to such cancellation(s) shall remain in full force and effect notwithstanding such termination.

4 CAPITAL CONTRIBUTIONS

4.1 The parties record that the Trust has expended the sum of PXXX on the construction of facilities in the Concession and the Safari Co has agreed to bear an equal share of the said costs by effecting payment to the Trust of the Safari Co Capital Contribution, which amount shall be paid on or before the expiry of 7 days from the Signature Date.

4.2 In addition thereto, the parties record that the as an integral component of its capital contribution to the Partnership, the Trust has agreed to lease the Concession to the Partnership throughout the currency of this Agreement, which lease shall not require the Partnership to effect payments for rentals thereof save that the Partnership shall be obligated to effect all rental payments due to the XXX Landboard in respect of the sub-lease thereof.

5 PROFIT LOSSES AND LIABILITIES

5.1 The Profit of an income nature for each Financial Year shall belong to the Partners equally or as otherwise to be agreed by the Partners from time to time.

5.2 All losses and all liabilities of an income nature of the Partnership shall, unless otherwise agreed by all the Partners, be borne by the parties equally.

6 DRAWINGS

6.1 Each Partner may draw out of the Partnership bank account on account of its entitlement to their share of the Profits on the first day of each month such monthly sum and such additional drawings as may be agreed and advanced by the Partners.

6.2 Subject to the availability of funds, such drawings against Profits shall not be accepted unless and until there is a surplus available after providing for:-

1 all anticipated future liabilities (including liabilities for income tax)

of and claimed against the Partnership; and

2 any sums which the Partners have agreed to be left undrawn by a Partner to recoup sums owed by it to the Partnership.

6.3 If the total of the sums drawn out by any Partner in any one Financial Year together with other items debited against his current account for that year shall be found to exceed his entitlement for that year, it shall repay the excess to the Partnership either:-

1 immediately on the adoption of the Audited Accounts for that year to the extent that such excess puts his current account into debit; or

2 in all other cases within 14 days of it being requested so to do by the other Partner.

7 ANNUAL ACCOUNTS

7.1 As at the last day of each Financial Year the Partnership shall instruct the Auditor to take an account of the assets and liabilities of the Partnership and of all doings and transactions of the Partnership during the Financial Year and of all matters and things usually contained in accounts of a like nature taken by persons in business including without limitation due provision for income tax for which the Partnership is liable to account and in taking such account a fair and reasonable valuation shall be made of all items requiring a valuation. Such account shall be prepared for approval by the Partners within three months of the end of the Financial Year to which they relate and shall be certified by the Partnership accountant as giving a true and fair view of the Partnership's affairs and profit and loss for the Financial Year.

7.2 The balance sheet shall be signed by each of the Partners and the Audited Accounts shall then become binding on each of them except that any Partner may require the rectification of any manifest error discovered in any of the accounts within three months from the date when the balance sheet was signed by all the Partners.

7.3 In the event that the draft accounts are not approved by all the Partners within three months of being submitted to them the Partners shall refer any point of dispute for resolution in accordance with Clause 10.

8 MANAGEMENT COMMITTEE

8.1 The Partners shall form a Management Committee for the purposes of managing the Partnership. Each party shall appoint one representatives to the Management Committee, it being agreed by the Partners that the first nominee of the Trust shall be XXX and the first nominee of the Safari Co shall be XXX on the said Management Committee.

8.2 Individuals who are members of the Management Committee may be replaced at the discretion of the parties appointing them.

8.3 The Management Committee shall appoint a secretary who shall keep and circulate minutes of all their meetings.

8.4 The Management Committee shall meet monthly provided that either party may convene special meeting of the Management Committee by giving 7 days written notice of the matter being considered to the other Party and the secretary of the Management Committee.

8.5 The decisions of the Management Committee shall be unanimous and in the event of a dispute it shall be submitted to the dispute resolutions procedures

provided for by Clause 10.

9 **EMPLOYMENT AND COMMUNITY PARTICIPATION**

- 9.1 The Partners agree that its operations in the concession area shall be manned exclusively by staff employed through the offices of and with the consultation of the Trust. The parties agree however that in the event that no qualified personnel are available for a specific position with the Partnership, that the Partnership may employ a person or persons for such position without further reference to Trust.
- 9.2 The Safari Co shall do all that shall be reasonably necessary to assist the Partnership implement its Community Employment and Training Program as detailed in its technical proposal submitted to and accepted by the Trust.
- 9.3 Safari Co agrees that it shall assist the Trust with the management and development of community participation in the joint venture as provided for by the Management Plan.

10. **COMMUNITY AND NATIONAL RESOURCE UTILIZATION RIGHTS**

- 10.1 The Partnership shall respect the traditional rights of existing communities within the Concession, so that their way of life may continue unhampered.
- 10.2 The Trust shall use its best endeavors (but without assurance) to prevent further community settlements being established within the concession area, further fields being cleared for ploughing, or further livestock being introduced and shall otherwise ensure compliance with section 16 of the Wildlife Conservation and National Parks Act and any Regulations made thereunder.
- 10.3 Safari Co agrees that traditional hunting rights of communities within the concession area and lawful entry into the concession area by other persons for reasons not associated with commercial tourism or hunting or game capturing, and by officers of the Botswana Government or other parastatals or legitimate purposes including but not limited to game cropping culling or capture, scientific research or other educational purposes shall be respected.

11. **DISPOSAL OF INTEREST**

- 11.1 The Partners hereby agree that in the event that the Safari Co wishes to dispose of their interest in the Partnership, or any portion thereof, in any manner whatsoever, the Safari Co (hereinafter referred to as "the Withdrawing Partner") shall be bound by all the terms and conditions of this Agreement and no disposal of interest shall be approved by the Partnership unless and until the proposed Withdrawing Party has given a written undertaking that the terms and conditions of this Agreement shall be fully binding on it.
- 11.2 In the event that the Safari Co wishes to dispose of its interest in the Partnership, the following provisions shall apply:-
- 11.2.1 "the Interest" shall mean the value of the Withdrawing Partners share in the Partnership's profits, assets and capital to be calculated in accordance with Clause 11.2.3;
- 11.2.2 the Withdrawing Partner shall give notice to the other Partner ("the Remaining Partner") and also to the Auditors ("the Disposal Notice") of its intent to dispose of the Interest and the terms of such disposal;
- 11.2.3 on receipt of such notice the Remaining Partner shall be vested with the option, valid for 60 days from receipt of the Disposal Notice, to acquire the Interest on the terms and conditions as set out in the Disposal Notice and as further provided by this Clause 11. In the event that the Remaining Partner wishes to acquire the Interest and is disputing only the value at which it is offered the Auditors, acting as experts and not arbitrators shall value the Interest making due allowance for

goodwill, if any, and advise the Partners of such valuation; which valuation shall be final and binding.

- 11.2.4 in the event that the Auditors are called upon to make a valuation under Clause 11.2.3, the Remaining Partner shall then be vested with a further option valid for 60 days after receipt of the Auditor's valuation to acquire the Interest at the price provided therein.
 - 11.2.5 if the Remaining Partner does not exercise the option referred to in 11.2.4 within the time period set out therein, the Withdrawing Partner may within, a period of 60 days after the termination of the option period referred to in 11.2.4, offer the Interest to any third party to whom the Remaining Partner does not reasonably object (the onus of proving reasonableness being on the Remaining Partner) provided always that the terms of the sale to the third party are no more favourable to the third party than those offered to the Remaining Partner in terms of the option referred to in 11.2.4.
 - 11.2.6 any sale to a third party shall be subject to the condition precedent of the third party binding himself to the provisions of this Agreement as provided for by Clause 11.1.
 - 11.2.7 Should the Withdrawing Partner not sell the Interest within the 60 days provided for in Clause 11.2.5 the status quo shall revert and the Withdrawing Partner shall be obliged, in the event that it still wishes to dispose of the Interest, to re-issue a Disposal Notice in accordance with Clause 11.2.2.
 - 11.2.8 the costs of the Auditors' valuation referred to in Clause 11.2.3 shall be borne by the Withdrawing Partner and the Remaining Partner in equal shares, provided that in the event that the Remaining Partner shall not exercise its option as provided for by Clause 9.2.4 the entire costs shall be borne by the Withdrawing Partner.
- 11.3 In the event that a Withdrawing Partner shall dispose of the Interest in terms of Clause 11.2 the Partnership shall be deemed to terminate on the effective date of the transfer of the Interest, it being agreed that the mutual rights and duties of the Partners prior to such effective date, including obligations to pay tax, shall remain in full force and effect notwithstanding such termination.

12 DEADLOCK

- 12.1 If the required unanimity for a decision of the Partnership or the Management Committee cannot be obtained, such decision shall not constitute a ground for the winding up of the Partnership.
- 12.2 Any dispute between the Partners shall be submitted to arbitration by a single arbitrator, to be mutually agreed upon or, failing agreement, to be nominated by the chairman for the time being of the Law Society of Botswana. The arbitration shall be in accordance with the Arbitration Act of Botswana (Cap. 06:01), as amended, and shall be conducted in accordance with such procedures as may be agreed between the parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations as published by the Partnership of Arbitrators (Southern Africa). The award of the arbitrator shall be final and binding on the parties.

13 BANKING AND FINANCE

- 13.1 The Partnership shall maintain current accounts at such branches of such Banks as the Management Committee of the Partnership may determine from time to time. The said Banks shall be authorised to honour all cheques, bills of exchange and other negotiable instruments on behalf of the Partnership if signed by two signatories authorised and appointed by the Management Committee of the Partnership.
- 13.2 The Partnership shall maintain accounting staff at such levels as are necessary to ensure the proper and effective management and operation of the Partnership.

- 13.3 In the event that the Partnership is required to procure the provision of any guarantees and/or suretyships by the Partners at any time to secure the indebtedness and/or other obligations of the Partnership, the Partners shall use their best endeavours to give such guarantees and/or suretyships jointly *pro-rata* to their respective shareholdings in the Partnership and not severally. However, if at any time a Partner gives a guarantee and/or suretyship to any third party in respect of the obligations of the Partnership to such third party and if such guarantee and/or suretyship was given with the written consent of the other Partner, then any loss or damage which may be sustained in terms of any such guarantee and/or suretyship shall be borne by the Partners equally and the other Partner hereby indemnifies the other accordingly.

14 DUTY OF GOOD FAITH

- 14.1 Each Partner shall:-
- 14.1.1 display the highest degree of good faith towards the other Partner in all matters relating to the Partnership;
 - 14.1.2 at all times promote the interests of the Partnership, and make full disclosure to the other Partner of all information relating to the Partnership including the furnishing of accounts and disclosure of information on request;
 - 14.1.3 avoid conflict between its own interests and those of the Partnership which shall be paramount; and
 - 14.1.4 refrain from any act and avoid any proceedings which could lead to the bringing of the name of the Partnership into disrepute or to the attachment of its interests in the Partnership.

15 BREACH

Should either Partner ("the Defaulting Partner") commit a breach of any of the provisions hereof, then the other Partner ("the Aggrieved Partner") shall be obliged to give the Defaulting Partner 14 days written notice to remedy the breach. If the Defaulting Partner fails to comply with such notice, the Aggrieved Partner shall be entitled to cancel this Agreement against the Defaulting Partner or to claim immediate payment and/or performance by the Defaulting Partner of all of the Defaulting Partner's obligations whether or not the due date for payment and/or performance shall have arrived, in either event without prejudice to the Aggrieved Partner's rights to claim damages. The foregoing is without prejudice to such other rights as the Aggrieved Partner may have at law.

16 GENERAL

- 16.1 This Agreement constitutes the whole agreement between the Partners and no variation or cancellation shall be of any force or effect unless and until it is reduced to writing and signed by the parties hereto or their duly authorised representatives.
- 16.2 No warranties or representations have been made to any Partner by another except as indicated herein.
- 16.3 No failure, delay, relaxation or indulgence on the part of any one of the Partners hereto in the exercise of any power or right conferred on it in terms hereof shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right in terms of this Agreement.
- 16.4 This Agreement shall be construed and implemented in accordance with and governed by the laws of the Republic of Botswana.

17 **DOMICILIUM CITANDI ET EXECUTANDI**

- 17.1 The Partners choose as their domicilia citandi et executandi for all purposes under this Agreement the following addresses:-
- 17.1.1 The Trust:
 [INSERT DETAILS]
- 17.1.2 The Safari Co:
 [INSERT DETAILS]
- 17.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax.
- 17.3 Any Partner may by notice to the other Partner change the physical address chosen as its domicilium citandi et executandi vis-a-vis that Partner to another physical address in Botswana or its telefax number.
- 17.4 Any notice to a Partner:-
- 17.4.1 sent by pre-paid registered post in a correctly addressed envelope to it at its domicilium citandi et executandi shall be deemed to have been received on the third business day after posting unless the contrary is proved;
- 17.4.2 delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or
- 17.4.3 sent by telefax to its chosen telefax number shall be deemed to have been received on the date of despatch unless the contrary is proved.
- 17.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Partner shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

18 **COSTS**

The Partnership shall bear the costs of and incidental to the drawing and preparation of this Agreement.

**THUS DONE AND SIGNED AT GABORONE THIS
PRESENCE OF THE UNDERSIGNED WITNESSES:-**

DAY OF APRIL 2001 IN THE

AS WITNESSES:

1.

2.

FOR AND ON BEHALF OF THE TRUST

**THUS DONE AND SIGNED AT GABORONE THIS
PRESENCE OF THE UNDERSIGNED WITNESSES:-**

DAY OF APRIL 2001 IN THE

AS WITNESSES:

1.

2.

FOR AND ON BEHALF OF THE SAFARI CO

Documents Consulted

Ashley, Caroline and Brian Jones. Forthcoming. Joint Ventures Between Communities and Tourism Investors: Experience in Southern Africa.

Ashley, Caroline. 1995. Tourism, communities and the potential impacts on local incomes and conservation. Research Discussion Paper, Number 10. Directorate of Environmental Affairs, Ministry of Environment and Tourism: Namibia.

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Wynter, Pauline E., Rosinah Masilo-Rakgoasi and Elizabeth Makopo. 1999. Community Based Natural Resources Management Unit Monitoring and Evaluation Report 1997 and 1998. Extension Services Section, Department of Wildlife and National Parks: Botswana.

Publications available from the CBNRM Support Programme

- **CBNRM workshop and conference proceedings:**

1. L. Cassidy and M. Madzwamuse (Eds). 1999. Community Mobilisation in Community Based Natural Resources Management in Botswana. Report of Workshop Proceedings. Francistown, Botswana, December 9-11 1998.
2. L. Cassidy and M. Madzwamuse (Eds). 1999. Enterprise Development and Community Based Natural Resources Management in Botswana. Report of Workshop Proceedings. Maun, Botswana, March 9-12 1999.
3. L. Cassidy and S. Tveden (Eds). 1999. Natural Resources Monitoring and Community Based Natural Resources Management in Botswana. Report of Workshop Proceedings. Mokolodi, Botswana, June 10-11 1999.
4. L. Cassidy and R. Jansen (Eds). 2000. National Conference on Community Based Natural Resources Management in Botswana. Report of the National Conference Proceedings. Gaborone, Botswana, July 26-29 1999.
5. National CBNRM Forum in Botswana. 2000. Proceedings of the first National CBNRM Forum meeting in Botswana 30th and 31st of May 2000 and the CBNRM Status Report 1999/2000.

- **CBNRM Occasional Papers:**

1. T. Gujadhur. 2000. Organisations and their approaches in Community Based Natural Resources Management in Botswana, Namibia, Zambia and Zimbabwe.
2. C. J. van der Jagt, T. Gujadhur and F. van Bussel. 2000. Community Benefits through Community Based Natural Resources Management in Botswana.
3. T. Gujadhur. 2000. "It's good to feel like we own the land..." The people's view of community land rights under CBNRM in Botswana.
4. L. Cassidy. 2000. CBNRM and Legal Rights to Resources in Botswana.
5. L. Cassidy. 2001. Improving Women's Participation in CBNRM in Botswana.
6. T. Gujadhur. 2001. Joint venture options for communities and safari operators in Botswana.

- **Other CBNRM-related Papers available from the CBNRM Support Programme:**

1. N. Rozemeijer (ed). 2001. Community-based Tourism in Botswana. SNV Publication.

Publications under the CBNRM Support Programme are available from:

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