MEMORANDUM OF AGREEMENT

Entered into Between:

Name of Researcher:

Herein after referred to as ("the Researcher")

Representing

Herein after referred to as ("the Institution")

And

DE BEERS CONSOLIDATED MINES LTD

REGISTRATION NUMBER: 1888/000007/06

Hereinafter referred to as "De Beers"

AND/OR

E OPPENHEIMER & SON (PTY) LTD

REGISTRATION NUMBER 1998/020781/07

Hereinafter referred to as "EOS"

And herein represented by Duncan MacFadyen, Diamond Route, Manager Research & Conservation, (Duncan.macfadyen@eoson.co.za)

PREAMBLE:

WHEREAS, the Institution and De Beers and EOS have a common commitment to biodiversity conservation and research:

We recognise that the Researcher has strengths in researching fauna and flora and the resultant publication of wildlife and conservation matters, while De Beers and EOS has strengths in owning properties, facilities and valuable research opportunities.

It must be noted that this agreement is covered under the principle agreement with the Institution.

1. ACCOMMODATION

1.1 De Beers and/or EOS will provide accommodation (where available) on the Reserve in order to adequately house the members of the research team. This is subject to availability and upfront reservation and approval by Reserve Management. Accommodation outside the designated research accommodation will be charged at a standard price schedule.

1.2 The duration of such accommodation will be for the duration of the research project requirement;

1.3 Accommodation will be provided at a rate of R100 per person per day. Please note payment must be made prior to arrival (unless otherwise stipulated by the relevant site manager). With regards long term research projects a fee of R2400 per month is payable. Fees outstanding longer than three weeks may result in cancellation of the project in question.

1.4 It is incumbent upon the researcher _____ to advise De Beers and/or EOS in advance of their accommodation requirements in terms of numbers of people and dates to ensure that adequate accommodation will be available.

2. GENERAL PRACTICE OF RESEARCHERS:

2.1 No member of the research team may cause a nuisance on the Reserve;

2.2 Do not leave refuse or allow it to accumulate in or about the premises except in the bins provided;

2.3 Refrain from interfering with the electrical, plumbing or gas installations or systems serving the premises;

2.4 Take all reasonable measures to prevent blockages and obstruction from occurring in the drains, sewerage pipes and water pipes serving the premises;

2.5 Not make any alterations to the premises whatsoever;

2.6 Comply with all policies and procedures, and health and safety regulations of the Reserve and all reasonable instructions from the Reserve Manager;

2.7 The members of the research team will be required to undergo safety induction training in order to adhere to the Health and Safety requirements on the property. The members will be required to sign an indemnity form prior to any access on the Reserve;

2.8 In line with De Beers and/or EOS strategy of zero tolerance on health and safety, no person will be allowed on the property under the influence of alcohol or drugs and De Beers and/or EOS reserves the right to apply the applicable policy for testing.

3. RISK AND INDEMNITY

3.1 De Beers and/or EOS will not hold the Researcher liable for the death of any animals used in this project (except where such death arises from the gross negligence or any wilful act on the part of Researcher. However, De Beers and/or EOS will have the sole discretion to terminate this project should the mortality rate reach unacceptable proportions.

3.2 Every member of the research group must sign the standard De Beers and/or EOS disclaimer forms issued to the Researcher upon them entering the Reserve.

3.3 The research group shall report, make good and/or replace at the cost of the Researcher any damages of De Beers and/or EOS property caused by any employee, representative, guest or contractor employed by them.

3.4 The Researcher acknowledges that every aspect of its activities on the Reserve shall be conducted by them at their sole and absolute risk and shall at all times be solely responsible for the safety and health of all persons involved in the research project conducted in accordance with this Agreement. De Beers and/or EOS have the right to address any health and safety related issue in conflict with set standards.

3.5 The Researcher shall not under any circumstances have any claims against De Beers and/or EOS arising from the loss of or damage to any goods or the injury or death of any person upon the Reserve (except where such claim arises from the gross negligence or any wilful act on the part of De Beers and/or EOS) and the Researcher hereby waive all such claims.

3.6 The Researcher hereby indemnify De Beers and/or EOS against, and undertake to compensate De Beers and/or EOS for, all and any claims (including claims arising from the loss of or damage to any goods or the injury or the death of any person) which may be brought against De Beers and/or EOS by any person as a result of any act or omission on the part of the Researcher or on the part of any member, employee, representative, guests, consultant, agent, or invitee of the Researcher, on the Reserve.

4. VISITORS AND GUESTS

4.1 The Institution and the Researcher agree to comply with applicable safety regulations and the rules and requirements applicable in relation to the premises of De Beers and/or EOS or the area, during the course of any visit to such properties or area.

4.2 Site visits have to be pre-arranged and agreed with the De Beers and/or EOS representative. Visitors in addition to the agreed number have to pay for accommodation.

4.3 Guests will only be allowed on prior arrangement with the De Beers and/or EOS representative.

4.4 Guests will be required to pay for accommodation if required.

4.5 Guests will not have access to the greater reserve and is not allowed to accompany researchers to research sites without permission of the Manager.

4.6 All other health and safety regulations and farm rules will apply to guests.

5. RESEARCHER AGREES TO:

5.1 Obtain the necessary permission from De Beers and/or EOS to register a research project on the property.

5.2 Obtain the necessary permits from the relevant provincial authorities in order to conduct/collect the research data/samples. Copies of these permits must be submitted to De Beers/EOS on/or prior to the commencement date.

5.3 Data Ownership: The data will remain the property of the student or its institution. However, two years after completion of the study De Beers and/or EOS may share the data for other researchers to use after agreement with the original owners of the data. At all times De Beers and/or EOS may request and use the data for management purposes.

5.4 Inform De Beers / EOS in writing of the names of any persons employed by it to assist in the research. De Beers' and/or EOS Representative may object on reasonable grounds to the employment of any such person. Each individual is required to sign the standard indemnity form.

5.5 Acknowledge and properly reference the data in the research and submission of the report.

5.6 Provide De Beers and/or EOS with a copy of the final thesis/report and all publications arising from the research as they become available. In all outputs, the role of De Beers and/or EOS will be acknowledged in accordance with standard international, academic practice governing the publication of research.

5.7 Maintain the confidentiality of any Confidential Information of the Disclosing Party he/she may be allowed access to under the principle Agreement.

5.8 Research activities have to be conducted in such a way that operational requirements of the Reserve are not affected.

5.9 The Researcher declares that he/she is in good health, physically fit and capable of withstanding the rigorous nature of the activities, that will be taken (or alternatively have personally decided to dispense with) full medical advice before undertaking the activities.

5.10 The Researcher shall inform the Research and Reserve Managers about their field schedules at least three weeks prior to visiting the Reserve, unless prior arrangement has been made with the Reserve Manager.

5.11 The Researcher shall report to the reserve office on arrival and ensure all indemnities are completed and general whereabouts while on the property are discussed.

5.12 The Researcher shall liaise with the Research and Reserve Managers regarding their research activities on the reserve.

5.13 The Researcher shall receive an induction from a reserve representative and adhere to all applicable Reserve rules and regulations when doing fieldwork in the Reserve.

5.14 It may be necessary for the he Researcher to be accompanied by a guard during his/her fieldwork, and will be required to pay for the use of the guard and/or overtime, where necessary (as required by the reserve manager).

5.15 The Researcher shall report to the Research and Reserve Managers as to progress of the project bi-annually.

5.16 It is agreed between the parties that issues relating to benefit sharing of the proceeds of the Intellectual Property developed from the Research will be discussed as they arise, and appropriate sharing proportions will be formalized in an addendum to this agreement.

5.17 The Researcher agrees to participate and/or present his/her findings at the annual Diamond Route Research Conference held in Johannesburg (or other location announced with reasonable warning).

5.18 The Researcher agrees to write a media friendly abstract upfront on their project, as well as a popular annual report (with photos) for marketing purposes should the need arise.

5.19 It is agreed that the Researcher will acknowledge De Beers and/or EOS staff should it be necessary; in the case of significant assistance, co-authorship of articles should

be granted. All articles and reports must acknowledge the Diamond Route and carry the Diamond Route logo.

5.20 The Researcher shall not disclose the details of the Research Project to the media, without prior approval from the Research Committee. The Diamond Route shall provide comment on any proposed release within 7 days of receipt. However, The Diamond Route shall not have the right to prohibit academic publications.

5.21 The Researcher agrees to provide a six monthly report at the end of June, and an outcome based annual report on the year's research findings, prior to 15th December.

5.22 The Researcher should be aware of the requirements of the Diamond Route Standards.

5.23 Accommodation will be R100 per person/per night. Long term researchers may request a special fixed amount which will be revisited annually (the later to be discussed and an addendum attached).

6. DE BEERS AND/OR EOS AGREES TO:

6.1 Provide the Research with such access to the collection of data pertaining to the area as defined in this Agreement as may be necessary to enable him to compile his research for purposes of completing the research.

6.2 Not unreasonably withhold its permission to use the data.

6.3 Designate, in writing, a person to act as its representative (the De Beers/EOS Representative). De Beers and/or EOS may from time to time and on written notice designate another person to act as its representative. This representative will liaise with the Researcher as often as required for purposes of access to the data and is authorized to transmit instructions from De Beers and/or EOS to the Researcher, and to receive information from the Researcher.

6.4 Give written notice to (the researcher if and whenever it becomes aware of any unauthorized use of or access to the data.

6.5 Create a channel of communication and forum for exchange of views between the Parties.

6.6 Maintain the confidentiality of any Confidential Information of the Disclosing Party he/she may be allowed access to under this Agreement.

7. PERFORMANCE

The Parties shall do all acts and sign all documents as may be required from time to time in order to implement and carry out the terms and conditions of this Agreement.

8. GOOD FAITH

It is the intention of all parties to act in good faith with a common commitment to the successful execution of this Agreement in the best interests of all concerned.

9. SPIRIT OF UNDERSTANDING:

The Parties agree and understand that, in order to implement this memorandum of agreement as set out in this document, the spirit therefore be upheld and adhered to at all times.

SIGNED at_____on this _____day of_____2011

AS WITNESSES

1 ----------

Witness

De Beers/EOS

2 ----------

Witness

Researcher