

THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

CASE NO: 2026-141253

In the matter between:

SAKELIGA NPC	First Applicant
SUIDER-AFRIKA AGRI INISIATIEF NPC	Second Applicant
FREE STATE AGRICULTURE	Third Applicant
and	
MINISTER OF AGRICULTURE	First Respondent
DIRECTOR-GENERAL DEPARTMENT OF AGRICULTURE	Second Respondent
DIRECTOR OF THE DIRECTORATE OF ANIMAL HEALTH OF THE DEPARTMENT OF AGRICULTURE	Third Respondent
MINISTER OF HEALTH	Fourth Respondent
SOUTH AFRICAN HEALTH PRODUCTS REGULATORY AUTHORITY	Fifth Respondent
DESIGN BIOLOGIX CC	Sixth Respondent
DUNEVAX BIOTECH (PTY) LTD	Seventh Respondent
AGRICULTURAL RESEARCH COUNCIL	Eighth Respondent
ONDERSTEPSPOORT BIOLOGICAL PRODUCTS SOC LTD	Ninth Respondent
MINISTER OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS	Tenth Respondent
HEAD OF NATIONAL DISASTER MANAGEMENT CENTRE	Eleventh Respondent
PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA	Twelfth Respondent

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SETTLEMENT AGREEMENT

WHEREAS the relevant parties (the Applicants and the First, Second, Third, Fifth, Eighth and Ninth Respondents) agree that it is desirable for livestock to be in good health, for businesses to be profitable, and for the public to enjoy the economic benefits of containing Foot and Mouth Disease ("FMD");

AND WHEREAS the relevant parties agree that it is in the interest of the livestock industry, the agricultural sector and economy more generally, and for the common good that this matter is speedily adjudicated outside of Court and through negotiation;

NOW THEREFORE the relevant parties agree as follows:-

- 1 It is confirmed that owners and managers of cloven-hoofed livestock ("livestock") may perform voluntary vaccination of their livestock against Foot and Mouth Disease ("FMD") in accordance with such requirements set out below, provided that they are duly authorised by the Third Respondent in terms of section 3 of the Animal Diseases Act 35 of 1984 ("the Act").
- 2 The Third Respondent deems, for the purpose of combating the spread of FMD, owners and managers of livestock to be suitably qualified in terms of section 3(1)(a)(i) to administer lawfully manufactured or lawfully imported and lawfully procured FMD vaccines, unless after consideration of the application they are deemed not to be fit.

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- 3 Owners and managers of livestock seeking authorisation shall apply to the Third Respondent via any system approved by the Third Respondent, and must provide the following:
- 3.1 Full first name and surname, identity number, postal and residential address, email address and cell phone number of the person applying;
 - 3.2 Confirmation that they have the required knowledge, experience, qualifications, equipment and means to store and administer the FMD vaccine to livestock; and
 - 3.3 The Third Respondent may set as a condition the termination of authorisation granted in terms hereof in the event of the Third Respondent declaring that FMD vaccination should terminate for the purposes of obtaining FMD-free status without vaccination from the World Organisation for Animal Health ("WOAH").
- 4 Subject to full compliance with the above requirements, the applications submitted to the Third Respondent in terms of paragraph 3 above will be deemed approved within 5 (five) days.
- 5 The Third Respondent may withdraw authorisation at any time should it be found that there has not been full compliance with the above requirements.
- 6 Owners and managers of livestock shall, at least 5 (five) days prior to administering the vaccine, notify in writing the Provincial Director: Veterinary Services or the applicable State Veterinarian for the area concerned, the following particulars contained in such notification:

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- 6.1 The full names, ID number, address, telephone number and email address of the authorised person who will administer the FMD vaccine;
 - 6.2 Details of the method of vaccination, that must correlate with the instructions of the specific vaccine manufacturer;
 - 6.3 The date and dosage of vaccination;
 - 6.4 The brand of vaccine used;
 - 6.5 Gender of animal/s;
 - 6.6 Age of animal/s; and
 - 6.7 Full particulars pertaining to the individual animal/s concerned, including all identification marks, brands, eartags and any other means of identification;
- 7 The owner and managers of livestock shall after prior notification that they intend to administer FMD vaccines and within 14 (fourteen) days after they have administered same, present a sworn declaration to the State Veterinarian for the area or the Provincial Director: Veterinary Services detailing compliance with Regulations 17(1)(c) and 18 of the Animal Diseases Regulations (and any possible amendments thereto), and without derogating from those, including written proof after administering FMD vaccine to livestock. Such declaration shall deal with the following:
- 7.1 Full names, identity number, email address and cell phone number of the responsible owner/manager that administered the vaccine;

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- 7.2 Full particulars in relation to how the cold chain was strictly preserved by the owner/manager from dispatch until vaccination in compliance with the directives of the particular vaccine brand and the temperature at which same was kept;
- 7.3 Details of the method of vaccination, which must correlate with instructions for particular FMD vaccine.
- 7.4 The date and dosage of vaccination;
- 7.5 The brand of vaccine, batch/lot number and expiry date of vaccine used;
- 7.6 Type and breed of livestock;
- 7.7 Gender of the animal;
- 7.8 Age of animal; and
- 7.9 Full particulars pertaining to the individual animal pertaining to identification marks, brands and eartags or any other means of identification.
- 8 It is recorded that nothing in this order shall be construed as permission to anyone to manufacture or import FMD vaccine. This order does not detract in any manner from any authority in law which the Third and Fifth Respondents might have.
- 9 Nothing in this order prohibits any owner or manager of livestock from seeking assistance from the State or any veterinarian (private or state veterinarian) at his/her/its own election.

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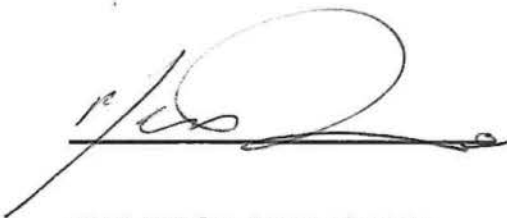
- 10 It is furthermore recorded that nothing in this order shall detract from or limit the State's own FMD vaccine rollout programme. The State may, at its election, avail FMD vaccine that it has acquired to the private sector.
- 11 The First, Second, Third and Ninth Respondents relinquish any existing sole right to the import and/or distribution of FMD vaccines and shall not insist on any such sole rights in the future.
- 12 The First, Second and Third Respondents will pay the cost of the application on an unopposed party and party scale, jointly and severally, the one to pay the other/s to be absolved. Such cost shall be on scale B and include the cost of one counsel. Each party to carry their own costs associated with the negotiation and preparation of this Agreement.
- 13 For the purposes of this Agreement, "the Parties" means the Applicants and the First, Second, Third, Fifth, Eighth and Ninth Respondents, being the parties who are signatories to this Agreement.
- 14 This Agreement shall bind the parties with immediate effect upon signature by or on behalf of all the parties, whether it has yet been made an order of Court.
- 15 The parties' consent to this Agreement, to the extent that its terms are capable of being made an order of Court, so being made an order of the above Honourable Court.
- 16 Any party may, on notice to the other parties, approach the Court for an order in terms of this Agreement.

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- 17 No amendment of any provision of this Agreement prior to it being made an order of Court shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties, or set aside, varied or suspended by a Court of competent jurisdiction.
- 18 Should any person or entity who is not a party to this Agreement apply to intervene in, be joined to, oppose, vary, rescind, review, set aside or otherwise challenge this Agreement, or any order sought or granted pursuant to it, such intervention, joinder, opposition or challenge shall not suspend, cancel, vary or otherwise affect the binding force and effect of this Agreement as between the parties, unless and until this Agreement is set aside, varied or suspended by a Court of competent jurisdiction.
- 19 Each person signing this Agreement confirms that he or she is duly authorised to do so on behalf of the Party for whom he or she signs.

THUS SIGNED AT PRETORIA ON 9 JULY 2026

FOR AND ON BEHALF OF THE APPLICANTS



THE FIRST APPLICANT



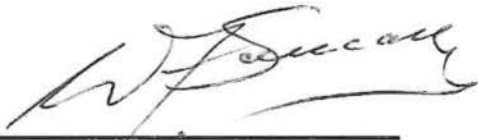
THE SECOND APPLICANT



THE THIRD APPLICANT



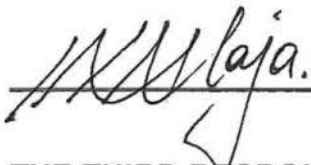
FOR AND ON BEHALF OF THE FIRST, SECOND, THIRD, FIFTH, EIGHTH AND
NINTH RESPONDENTS



THE FIRST RESPONDENT



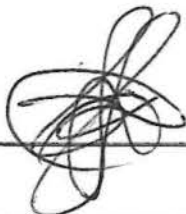
THE SECOND RESPONDENT



THE THIRD RESPONDENT



THE FIFTH RESPONDENT



THE EIGHTH RESPONDENT



THE NINTH RESPONDENT

