

MEMORANDUM OF UNDERSTANDING

(Pursuant to Section 53(2)(i) of the Conservation Act 1987)

This Agreement dated the 7th day of November 2004

PARTIES:

- 1. THE DIRECTOR-GENERAL OF CONSERVATION** acting through the Auckland Conservator, Department of Conservation (“the Department”) of the one part.
- 2. SUPPORTERS OF TIRITIRI MATANGI (Incorporated)** being registered as an Incorporated Society under the Incorporated Societies Act 1908 and having its registered office at Auckland (“SOTM”) of the other part.

INTRODUCTION:

- A.** The land more particularly described in the Schedule to this Memorandum is an open Scientific Reserve administered by the Department under the Reserves Act 1977 on behalf of the Crown and is known as Tiritiri Matangi Island Scientific Reserve and forms part of the Hauraki Gulf Marine Park (“Tiri”).
- B.** SOTM was established by members of the public to:
 - (a) Promote and enhance the open sanctuary at Tiritiri Matangi and ensure the continuance of the project
 - (b) Provide financial, material and physical support for the work at Tiritiri Matangi
 - (c) Heighten public awareness of the existence and role of Tiritiri Matangi as an open sanctuary.
 - (d) Do all such other lawful things as are incidental or conducive to the foregoing objects or any of them.
- C.** The operative Conservation Management Strategy for Auckland 1995-2005 (“CMS”) recognises as objectives for heritage protection of Tiri that the Department would:
 - (i) restore Tiri as an open sanctuary for native fauna and flora, with particular emphasis on the introduction and breeding in the wild of threatened species;
 - (ii) Continue to develop the island as a focus for community involvement in conservation through the use of volunteers;
 - (iii) Make this the premier site for interpretation of threatened species.

- D. To assist in the implementation of the objectives the CMS provides that Department work with SOTM in coordinating voluntary activities, attracting sponsorship and support.
- E. Under section 53(2)(i) of the Conservation Act 1987 the Director-General of Conservation has the power to enter into agreements and arrangements necessary for exercising such powers to enable the Department to perform its functions under the Act.
- F. The Department and SOTM wish to enter into this Memorandum of Understanding for an initial term of 2 years, subject to review, to establish a working relationship aimed at enabling the achievement of mutually agreed objectives.

AGREEMENT

1. The parties will continue a co-operative relationship aimed at achieving agreed objectives in relation to Tiri, while recognising their respective rights and obligations as set out in this Agreement.
2. The Department retains the statutory responsibility for the administration and management of Tiri pursuant to the Reserves Act 1977. The Department has delegated the everyday management responsibility for Tiri to those officers being the Area Manager (Warkworth) (“the Area Manager”) and the Programme Manager Biodiversity (Islands) (“the Programme Manager”). All conservation plans and work programmes proposed for Tiri by SOTM must be in accordance with the operative CMS and must be approved by the Department as set out in clause 10 & 15 before being carried out.
3. The Department has the authority, after considering all relevant information including advice from SOTM, to grant Concessions for the carrying out of commercial and other activities on Tiri in terms of Part IIIB of the Conservation Act 1987. These include leases, licences or permits or any activity authorised by the Concession documents.
4. As part of its responsibilities under Section 4 of the Conservation Act to give effect to the principles of the Treaty of Waitangi, the Department will undertake to consult with iwi about the appropriate management of the conservation values of Tiri. SOTM will continue a relationship with relevant iwi and consult with them on appropriate matters relating to the Society.

OWNERSHIP OF ASSETS

5. All assets owned by the Department will remain the property of the Department. SOTM acknowledges that it shall provide assets that are fixed to the reserve land (e.g. fences, buildings) only in accordance with a concession and that such assets will become the property of the Department on termination of the concession unless agreed otherwise. Moveable assets provided by SOTM will remain the property of the SOTM and must not be removed from the island, by the Department, without prior consultation with SOTM.

PROMOTIONS

6. In undertaking educational or promotional programmes concerning Tiri, SOTM will wherever possible and relevant acknowledge the role of the Department and will consult with the Area Manager to ensure appropriate Departmental input. Similarly, the Department will, where appropriate, consult with and acknowledge the support of, SOTM in the provision of services on Tiri.

ACCESS

7. The members of SOTM may enter Tiri at any time subject to any specific bylaws, conditions or restrictions from time to time imposed by the Department on the general public. Any member of SOTM intending to visit Tiri for work purposes should make contact with the DOC staff on Tiri in advance.

HEALTH AND SAFETY

8. The Department has a health and safety policy that outlines its responsibilities for volunteers who may be carrying out work on land administered by the Department. In conjunction with SOTM the Department will prepare a health and safety plan that covers all activities undertaken by the volunteers on Tiri. This plan will identify what hazards may be encountered and specify what measures will be taken to eliminate, isolate or minimise those hazards. The plan will also specify what protective personal equipment (PPE) is required to minimise the effects of any hazards, and the Department will provide PPE (unless the volunteer wishes to provide their own). The plan will also specify that SOTM will advise DOC staff of any other hazards that may be encountered while on site so that the appropriate measures can be put in place by the Department. The Department and SOTM will regularly review the plan. SOTM shall ensure that its members and those working on Tiri under its auspices are aware of and comply with the provisions of the health and safety plan.

WORK PROGRAMS AND MANAGEMENT

9. SOTM agrees to consult and co-operate with the Department when determining how best to provide financial, material and physical support for the work of the Department at Tiri, and acknowledges that the Department has the ultimate management responsibility for that work.
10. SOTM will seek specific approval from the Area Manager before spending any monies which may significantly affect the management and functions of the Department.
11. The Department agrees to consult with SOTM on all significant issues affecting the management and operation of Tiri including, but not limited to, species translocation, personnel changes, building and infrastructure.
12. The parties shall give priority to sharing relevant information that furthers the primary objectives of their relationship, and shall not intentionally withhold information merely because it is not requested. Proactive volunteering of information shall characterise the co-operative nature of the relationship.

13. Any work or any activity (unless in accordance with a Concession) on Tiri shall at all times comply with the CMS or any Conservation Management Plan in force for Tiri and any other approvals that may be necessary.
14. In March of each year SOTM and DOC will exchange draft works programmes for the following July to June year setting out all work which SOTM and DOC envisages carrying out including a summary of the resources and timing of such work. The parties will then confer with a view to settling the works programme.
15. Implementation of the annual works programme or amendments may commence when signed off by the Area Manager. SOTM may apply at any time during the year to the Area Manager to amend the annual work programme.

CONSULTATION AND CO-OPERATION

16. The Area Manager is accountable for the management and administration of Tiri. Day to day co-ordination of the management of Tiri and maintaining the relationship with SOTM is the responsibility of the Programme Manager. Specific responsibilities may be delegated to other staff of the Department and direct contact should be made with these people.
17. The Department and SOTM agree to foster a collaborative working relationship with each other and to acknowledge and accept that each party possesses particular skills and abilities of mutual benefit to the promotion of and education about Tiri. In furtherance of this relationship the parties will agree to meet at least twice a year with adequate notice by either party.

AMENDMENTS AND DISPUTES

18. It is agreed by the parties that this Memorandum can be modified only in writing. It is acknowledged that where there are changes in Government policy or the constitution of SOTM which may affect the purpose and function of this Memorandum, each party agrees to inform the other of those changes at the earliest possible time thereafter and agrees to renegotiate, if necessary, any aspect of this Memorandum.
19. All disputes and differences between the two parties in relation to the interpretation or performance of this Memorandum shall be settled at first instance by negotiation between the Area Manager and the Chairperson, or delegated representative, of SOTM, and in the second instance in a forum mutually agreed between the parties.

SCHEDULE

All that parcel of land situated in the Land District of North Auckland containing 220.6138 hectares being Sections 2, 6, and 7 Block III, Tiritiri Survey District being more particularly shown and described on Survey Office Plans 23207/50358 and known as the Tiritiri Matangi Island Scientific Reserve.

SIGNED by **ROBERT
DOUGALL McCALLUM**
Auckland Conservator acting
under delegation for and on
behalf of the **DIRECTOR-GENERAL
OF CONSERVATION**
in the presence of:

SIGNED by **SIMON
NICHOLAS FORDHAM**
Chairperson for and on behalf of the
**SUPPORTERS OF TIRITIRI
MATANGI (Incorporated)**
in the presence of: