



Department of Conservation
Te Papa Atawhai

MEMORANDUM OF UNDERSTANDING

Dated this day of 2017

PARTIES

The Director-General of Conservation acting through the Operations Manager, Kāpiti-Wellington Office, Department of Conservation (the Department)

Ngā Uruora - Kāpiti Project (Inc) (on behalf of the Kāpiti Biodiversity Project), acting through its volunteer leaders

PURPOSE

The purpose of this Memorandum of Understanding (“MOU”) is to identify the respective roles and responsibilities of the Department and Ngā Uruora - Kāpiti Project in relation to the work programme described below.

This MOU is intended to record the mutual understanding and good faith of the parties. It is not intended to create a legally binding relationship.

BACKGROUND

Ngā Uruora - Kāpiti Project is a charitable trust established in 1997. It undertakes conservation work on the Paekākāriki-Pukerua Bay escarpment. Ngā Uruora’s vision is “bringing Kāpiti Island’s dawn chorus back to the coast”. Volunteers undertake a range of work including planting, pest and weed control. Information about the work of Ngā Uruora can be found at <https://kapitibush.org.nz/>

More recently Ngā Uruora has begun work to protect lizard populations on the Escarpment. There have historically been few sightings of lizards in the area and little was known about the local populations. Ngā Uruora along with neighbours Queen Elizabeth Park and Whareroa Farm Reserve have joined forces to monitor lizard populations. Ngā Uruora has partnered with the Department to undertake a trial investigating the minimum viable requirements necessary to sustain and grow local lizard populations. This trial focuses on intensive rodent control targeting mice and rats. It was also hoped the research will contribute to a model of small scale lizard conservation.

A planning document setting out in detail the lizard trial vision, the goals and how the work will be carried out is available through the Kāpiti Coast Biodiversity Project section of Nature Space (<https://www.naturespace.org.nz/groups/Kāpiti-coast-biodiversity-project>)

LAND

The land the lizard trial is being carried out on is owned by KiwiRail. Ngā Uruora has a 'right to occupy' this land through an agreement with QEII National Trust. This MOU relates to management and work within a small area of this land. The area is shown in the attached map – (Appendix 1).

ROLE OF THE DEPARTMENT

The Department wishes to work with Ngā Uruora - Kāpiti Project to undertake a robust trial investigating the minimum viable requirements to protect and enhance local lizard populations. As such, the Department will provide the following:

The Department will appoint a relationship manager to liaise with Ngā Uruora over the duration of the lizard trial (3-5 years).

The Department agrees to provide support to the project over its proposed three to five-year timespan. This would be in the form of:

- The National Lizard TAG group will provide technical advice in relation to pest control and lizard monitoring.
- Support signage and interpretation through the use of the DOC logo on reports and visitor signage.
- DOC Kapiti Wellington will acknowledge Ngā Uruora when referencing the 'minimum viable requirements' project or other conservation work in the vicinity of Paekākāriki
- DOC Kapiti Wellington will visit the site twice annually at a time suitable to each group to discuss any issues and review work plan

ROLE OF NGĀ URUORA - KĀPITI PROJECT

Ngā Uruora will appoint a relationship manager to liaise with the Department.

Ngā Uruora has prepared a five year programme of work. This was prepared with input from the Lizard TAG group. The work will be carried out by Ngā Uruora.

An annual workplan will be prepared by Ngā Uruora and will be submitted to the Department for approval.

Ngā Uruora will prepare and submit to the Department a summary report on the annual work undertaken on the project during the preceding 12 months, by 30 June each year as it relates to the lizard project.

Ngā Uruora is responsible for obtaining all consents and approvals in regards to pesticide use, track construction and other activities as required. This may require further iwi consultation in addition to approval of the annual work programme.

Ngā Uruora will manage Health and Safety obligations in line with their policy and the requirements of the land manager (Kiwi Rail).

SIGNED by Andrew McKay A. McKay

Convenor Ngā Uruora - Kāpiti Project (Inc)

In the presence of: [Signature] Date 29/11/2017
(Maria G. Oliver)

SCOPE OF WORK

The scope of the work is set out in the lizard trial planning document (appendix 2)

MEDIA INTEREST, PUBLICITY AND ACKNOWLEDGEMENTS

The Department may make media releases about achievements made pursuant to this MOU. Media releases will include acknowledgement of the support and involvement of Ngā Uruora and the Kāpiti Biodiversity Project. Ngā Uruora and the Kāpiti Biodiversity Project may also undertake media releases about achievements in relation to this MOU and will acknowledge the Department.

The Department agree that its logo will be used on a sign on the Te Araroa trail above the lizard trial. Its logo will also be used on the lizard trial planning documentation. Other use of logos or other corporate identification must be agreed by each Party on a case by case basis.

TERM OF MOU

The duration of this MOU is five years from the date of signing. This MOU will be discussed by both parties after this term to assess its effectiveness and to review the relationship and work between both parties.

By mutual agreement, the parties may extend or renew this MOU for further periods, either on the same terms or on varied terms as may be agreed by the parties.

DISPUTES

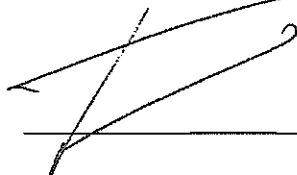
Any issues or differences between the parties in relation to the interpretation or performance of this MOU shall be raised with the respective relationship managers.

If the dispute or difference is unable to be resolved the parties may agree to refer the matter to an independent mediator.

TERMINATION


Either party may terminate this MOU at any time by giving one month's notice in writing to the other party if there is good reason to do so. This must be communicated in writing prior to the termination notice and may be ~~subject to review~~.

SIGNED by Jack Mace



DOC Operations Manager Kapiti Wellington

In the presence of:

 Date 16/6/17

Angus Hulme-Moore

APPENDIX 1

Map of area



APPENDIX 2:

Minimum viable requirements: Background document
DOCCM 2897733