

MEMORANDUM OF UNDERSTANDING

BETWEEN [Enter name of other party]
And
the **DIRECTOR-GENERAL**
OF CONSERVATION
("the Director-General")



Department of
Conservation
Te Papa Atawhai

MEMORANDUM OF UNDERSTANDING



Between the

[insert name of the party and include the acronym of the other party if this is how they will be referred to in the rest of the document]

And the

DIRECTOR-GENERAL OF CONSERVATION
("the Director-General")

DATED: [Insert date]

INTRODUCTION

The role of the Department of Conservation Te Papa Atawhai

The Department of Conservation ("Department") Te Papa Atawhai is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.

The Department's operating model aims to achieve greater conservation outcomes through the efforts of others. This will see us placing greater emphasis on collaboration and relationship-building with existing and new 'partners', making it easier for others to get involved and work with us, for us to share expertise to enable them to gain the skills and knowledge they need to undertake conservation work, and to identify new and innovative opportunities to enable more New Zealanders to connect with, experience and learn about nature and heritage, and to participate in and contribute to conservation in various ways.

The Department will be working with iwi as its primary partners, and recognises that it has a particular responsibility under section 4 of the Conservation Act to interpret and administer the Act so as to give effect to the principles of the Treaty of Waitangi in the Department's work. This involves the building and supporting of effective conservation partnerships with tangata whenua at the local, regional and national level.

The role of [Add the name of the other party here]

[Provide a high-level description of the organisation, its purpose and objectives, matching the previous section describing the role of DOC]

This agreement is signed by the following on behalf of their respective organisations.

.....
SIGNED on behalf of the Director-General of Conservation by [insert name - DELETE TEXT] acting under delegated authority:

.....
SIGNED by [insert name of the Party signing - DELETE TEXT] on behalf of [insert name of organisation or group - DELETE TEXT]

.....
Witness signature
Witness name [insert name - DELETE TEXT]
Witness occupation [insert occupation - DELETE TEXT]
Witness address [insert address - DELETE TEXT]

.....
Witness signature
Witness name [insert name - DELETE TEXT]
Witness occupation [insert occupation - DELETE TEXT]
Witness address [insert address - DELETE TEXT]

A copy of the instrument of delegation may be inspected at the Director-General's office.

SCHEDULE 1

1. Background

1.1 [Provide introductory background information on the collaboration. Describe any relevant steps that led up to signing the MOU - DELETE TEXT]

2. Purpose

2.1 The purpose of this Memorandum of Understanding (Memorandum) is to record the principles and objectives that the parties expect to underpin their ongoing relationship and to describe, in general terms, the conservation projects that the parties intend to work on jointly at this time, as well as those they hope to develop in the future.

2.2 [Describe the main purpose of signing the MOU - DELETE TEXT]

3. Parties' Objectives

3.1 [Describe the agreed objectives and outcomes the MOU aims to achieve. docDM:1491946 contains a list of common relationship 'objectives' to help complete this section - DELETE TEXT]

4. Parties' Principles

4.1 [Describe the principles that underpin the relationship established by this MOU. docDM:1491946 contains a list of common relationship management 'principles' to help complete this section - DELETE TEXT]

5. Conservation projects

5.1 [Describe the details of the project. Any plans, maps or diagrams included as appendices should be referred to in this section - DELETE TEXT]

6. Role of party/parties

6.1 The Department of Conservation [Describe what the Department intends to contribute to the project(s) in terms of resources, technical expertise, materials, etc, and what the Department will do during the project and who will be responsible for various tasks - DELETE TEXT]

6.2 The [Insert name of Party - DELETE TEXT] [Describe what the Party intends to contribute to the project(s) in terms of resources, technical expertise, materials, etc,

and what the person/group/organisation will do during the project and who will be responsible for various tasks - DELETE TEXT]

7. Term

7.1 This Memorandum is effective from [Insert start date - DELETE TEXT] for a period of [Insert duration of MOU in years/months - DELETE TEXT] and expires on [Insert end date - DELETE TEXT] (unless during the review process both parties agree in writing to renew the term of the Memorandum before its expiry).

7.2 Either party may withdraw from the agreement by giving 4 weeks' written notice to the other party.

8. Relationship Management and Communication

8.1 The parties nominate the following persons to be contacted if matters arise that may be of interest to either party.

Director-General's representative	[Insert person/group/organisation name]
[Insert name, role title, office address, email, and phone number]	[Insert name, position, address, email, and phone number]

8.2 It is the responsibility of these contact people to:

- i. Work collaboratively to arrange meetings and reviews
- ii. Oversee any milestone reporting requirements as agreed by both parties
- iii. Keep both parties fully informed
- iv. Act as a first point of reference between parties and also as liaison persons for external contacts
- v. Communicate between parties on matters that arise that may be of interest to either party

8.3 If the contact person changes in either organisation, the other party will be informed of the new contact person and there should be a handover process so the new person can settle into the role.

- 8.4 In the interests of clear communication, any public statements must be made only after agreement with the other party.
9. Review of the Agreement
- 9.1 This agreement will be reviewed [it is recommended the agreement is reviewed at least annually - DELETE TEXT]
- 9.2 The contact person for each party is to arrange the review meetings to discuss the following:
- i. The implementation and progress of the project
 - ii. Evaluation of whether the parties are achieving the objectives detailed above in Clause 3
 - iii. Any difficulties either party is experiencing either in the project itself or in the parties' interactions
 - iv. Any other matters the parties wish to discuss with each other
- 10 Management agreements and contractual arrangements
- 10.1 For the avoidance of doubt, the relationship of the parties under this Memorandum is not one of legal partnership, joint venture or agency.
- 10.2 Should the parties wish to work together on projects on Public Conservation Land to achieve the parties' objectives as set out in clause 3, they may enter into a management agreement or other contractual arrangement that will deal with each project. The entering into of any such agreement or arrangement will be subject to the requirements of relevant legislation.
- 10.3 The parties do not intend this Memorandum to be legally binding. However, the parties expect that legally binding agreements will be separately negotiated and agreed in the future, as referred to in clause 10.2, as individual projects are progressed.
11. Health and Safety
- 11.1 Agreements entered into under clause 10 include health and safety and, where appropriate, insurance provisions.
12. Confidentiality
- 12.1 Neither of the parties is to disclose, directly or indirectly, any confidential information received from the other party to any third party without written consent, unless required

by processes under the Official Information Act 1982, in which case the Department is to inform the other party prior to disclosure.

13. Intellectual Property and Data Sharing

13.1 All intellectual property brought by each party to the relationship under this Memorandum remains in the ownership of that party. Ownership and management of any intellectual property developed in relation to a project or projects under this Memorandum, or any standards for data management and protocols for data sharing, are to be dealt with in the management agreement or other contractual arrangement referred to in clause 10.

13.2 Use of logos or other corporate identification must be agreed to in writing by each Party on a case by case basis.

14. Dispute resolution

14.1 Any dispute concerning the subject matter of this document is to be settled by full and frank discussion and negotiation between the parties.

SCHEDULE 2: DEFINITIONS AND INTERPRETATION

- Agency** is a relationship whereby one person is authorised to act for another.
- Confidentiality** Confidential information means proprietary scientific, technical and business information disclosed in the course of the relationship.
- Joint Venture** Although not limited to this definition, is an association of persons for the purposes of a particular trading, commercial or other financial endeavour with a view to mutual profit.
- Partners** The relationship of the parties under this memorandum is a joint working relationship in which the parties, who are independent bodies, work together as partners and agree, subject to the terms of this memorandum, to co-operate with each other in achieving the parties' objectives.
- Partnership** has the meaning as set out in, although not limited to, s 4(1) of the Partnerships Act 1908 – the relation which subsists between persons carrying on business (being a trade, occupation or professions) in common with a view to profit.

Appendix 1

[List and attach any relevant appendices/supporting information. Any appendices attached here should be discussed and explained in Clause 5: Conservation Projects of this memorandum - DELETE TEXT]