

Select one of the following options below and delete the other

If decision maker is signing an original use this option

SIGNED on behalf of the Grantor by **[insert name and title of delegate]** acting under delegated authority

in the presence of:

Witness Signature

Witness Name: _____

Witness Occupation: _____

Witness Address: _____

OR

If decision maker is signing by way of electronic signature, use this option

[INSERT DIGITAL SIGNATURE]

SIGNED on behalf of the Grantor by **[insert name and title of delegate]** acting under delegated authority

in the presence of:

[INSERT DIGITAL SIGNATURE]

Witness Signature

A copy of the Instrument of Delegation may be inspected at the Director-General of Conservation's office at Conservation House, 18-32 Manners Street, Wellington.

SCHEDULE 1

1.	<p>Authorised Activity (including approved quantities of material and collection methods) (Schedule 2, clause 2)</p>	
2.	<p>The Land (Schedule 2, clause 2)</p>	
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including ~&~PermissionTermStart^&^ and ending on and including ~&~PermissionTermEnd^&^</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 10)</p>	<p>The Authority Holder's address in New Zealand is: NB: Use street address ~&~HolderTableStreetAddress^&^ Phone: ~&~HolderTableContactWorkPhone^&^ Email: ~&~HolderTableContactEmail^&^</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address is: NB: Use street address Permissions Team XXX address Email: Permissions team email address</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

- 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.
- 2.2 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.
- 2.3 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.4 Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
- 2.5 The Authority Holder may publish authorised research results.
- 2.6 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

3. Who is authorised?

- 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

4. How long is the Authority for - the Term?

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

5. What are the obligations to protect the environment?

- 5.1 Other than what is authorised by this Authority, the Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.

5.2 The Authority Holder must ensure that it adheres to the international “Leave No Trace” Principles at all times (www.leavenotrace.org.nz).

5.3 The Authority Holder must not bury:

- (a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
- (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

6. What are the liabilities?

6.1 The Authority Holder agrees to exercise the Authority at the Authority Holder’s own risk and releases to the full extent permitted by law the Grantor and the Grantor’s employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder’s exercise of the Authorised Activity.

6.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder’s exercise of the Authorised Activity.

6.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

7. What about compliance with legislation and Grantor’s notices and directions?

7.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor or any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987, the Acts listed in the First Schedule of that Act, and all applicable health and safety legislation and regulation.

8. Are there limitations on public access and closure?

8.1 The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

9. When can the Authority be terminated?

9.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) in the Grantor’s opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

9.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

10. How are notices sent and when are they received?

10.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd working day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

10.2 If the Authorised Holder's details specified in Schedule 1, Item 5 change then the Authorised Holder must notify the Grantor within 5 working days of such change.

11. What about the payment of costs?

11.1 The Authorised Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

12. Use of species/materials/future use/disposal

12.1 The Authority Holder must comply with any reasonable request from the Grantor for access by the Grantor or the Grantor's nominee to any collected species or material.

13. Biosecurity

13.1 The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.

14. Are there any Special Conditions?

14.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions shall prevail.

15. Can the Authority be varied?

15.1 The Authority Holder may apply to the Grantor for variations to this Authority.

SCHEDULE 3

SPECIAL CONDITIONS

(Include Special Conditions as required from DOCCM 2341691)