



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 78749-FAU

THIS AUTHORITY is made this

19 December 2019.

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

s9(2)(a) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Kathy Houkamau, Operations Manager, Wairarapa, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name:

Joanne White

Witness Occupation:

Ranger

Witness Address:

16 Teana St Mst

s9(2)(a)

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

Released under the Official Information Act

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>a. Activity: to receive, hold and liberate the following:</p> <ul style="list-style-type: none"> i. Ring necked pheasants (<i>Pheasianus Colchius</i>) ii. Red Legged Partridge (<i>Alertoris rufa</i>) <p>b. Quantity: up to 100 birds annually</p> <p>c. Method:</p> <ul style="list-style-type: none"> i. Receipt shall be by way of transfer from New Zealand Gamebirds Ltd ii. All birds shall be released by hand
2.	The Land (Schedule 2, clause 2)	s9(2)(a)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 December 2019 and ending on and including 31 November 2029
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street HAMILTON 3204 Email: permissionshamilton@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 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 liabilities?

- 5.1 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.

5.2 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.

5.3 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.

6. What about compliance with legislation and Grantor's notices and directions?

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

7. When can the Authority be terminated?

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.

7.2 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.

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

8.1 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.

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

9. What about the payment of costs?

9.1 The Authority 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.

10. Are there any Special Conditions?

- 10.1 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 will prevail.

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to be held in purpose built aviaries on the property at s9(2)(a)
3. The birds and all enclosures in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Wellington Fish and Game Council.
4. If required by the Grantor, the Authority Holder shall make such improvements to the enclosures referred to in Special Condition 4 as the Grantor deems necessary and take such other steps as may be directed to ensure the welfare of the birds.
5. All birds shall be held in hygienic and humane conditions catering for their full dietary and space requirement over the period they are held.
6. All birds shall be released with unclipped wings.
7. All birds shall be released into open-topped pens, or into the wild no later than one months prior to the opening of the official game bird hunting season and no birds shall be caught up for re-release during the game birds hunting season or held for breeding purposes.
8. If birds are released from an enclosed pen, that pen shall be sealed off or removed.
9. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area. The Authority Holder shall provide the Wellington Fish and Game Council with a report containing the information relating to the parental stock of the birds being released. This report shall be provided prior to the birds being released.
10. The Authority Holder shall provide an annual report to the Grantor and the Wellington Fish and Game Council. This report shall be sent electronically to the Grantor at permissionshamilton@doc.govt.nz citing the Authority number 78749-FAU. This report shall be submitted by 31 July detailing:
 - a. The number of birds held
 - b. The number of progeny reared
 - c. The number of birds released
11. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation
12. The Authority Holder shall ensure that all the birds are free from avian diseases prior to the birds being released.

13. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
14. A new clause 7.1 (c) is added to Schedule 2, to read as follows: "or for any other reason the Grantor may

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: **78804-CAP**

THIS AUTHORITY is made this 23rd day of December 2020

PARTIES:

The Director-General of Conservation (the Grantor)

AND

Invercargill City Council (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Sections 41 and 53 of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

s9(2)(a)

Aaron Fleming, Director Operations, Southern South Island

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: Ali Mountney

Witness Occupation: PA

Witness Address: 33 Don Street, Invercargill

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>Hold tuatara (<i>Sphenodon punctatus</i> of both Takapourewa and North Brothers origin) in captivity – with the two groups totally separated from each other at all times – in enclosures as described in the Application form</p> <p>Catch, handle and take samples from, tuatara on site. Whole blood samples, individual scales, and “faecal matter/colonal swab” samples may be taken</p> <p>Take and/or destroy the eggs of tuatara</p> <p>Transfer captive tuatara from one of the two holding facilities listed in ‘The Land’ below, to the other holding facility.</p> <p>Up to 25 tuatara (combined total, including both groups at both sites) may be held at any one time</p> <p>Implant ‘microchip’ identifiers to individual tuatara as required</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Southland Museum and Art Gallery, 108 Gala Street, Queens Park Invercargill 9810.</p> <p>Tiwai Holding site, Tiwai Point 9877. (the precise location of which is confidential to the Authority Holder and the Grantor)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a) (Senior Living Species Officer – Tuatara)</p> <p>Kate Gough (Team Leader – Environmental)</p> <p>s9(2)(a) (Living Species Officer – Animals)</p> <p>s9(2)(a) (Living Species Officer – Aviary)</p> <p>s9(2)(a) (Manager – Parks Performance)</p> <p>Any other persons supervised by the above</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 January 2021 and ending on and including 31 December 2025 (five years)</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>Parks and Recreation Division</p> <p>215 Queens Drive</p> <p>Invercargill 9840</p>

		Contact: Kate.Gough@icc.govt.nz Phone: s9(2)(a) Mobile s9(2)(a)
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Hamilton Shared Services 73 Rostrevor Street Hamilton 3204 Phone 07 858 1000 E-mail permissionshamilton@doc.govt.nz

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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 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 liabilities?
 - 5.1 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.**
 - 5.2 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.**
 - 5.3 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.
6. What about compliance with legislation and Grantor's notices and directions?
 - 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
 - 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.

- 7.2 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.
8. How are notices sent and when are they received?
- 8.1 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.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority 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.
10. Are there any Special Conditions?
- 10.1 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 will prevail.
11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

SCHEDULE 3

SPECIAL CONDITIONS - GENERAL

Ownership of absolutely protected wildlife

1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

Adherence to approved Application

3. The Authorised Activity must be undertaken in accordance with the application form completed by **the applicant, titled “Wildlife Act Authority (General)”** and signed and dated 4/7/2019, except where stated otherwise in this Authority.

Advocacy and Education

4. The Authority Holder will continue the relationship with Nelson-based iwi group Ngati Koata Trust,; whereby the Trust’s representatives have access to the Tuatara (*Sphenodon punctatus*/Takapourewa tuatara) as authorised handlers, share advocacy and promotion of awareness of the cultural and biological value of the species, use signage to communicate biological and cultural values to visitors, and train the Authority-holder’s keepers regarding the cultural values of the species.
5. The Authority Holder is to begin the preparation of an education and advocacy plan for the Grantor within three months of the commencement date of this Authority, with the intention of having it completed, approved by Nga Papatipu Runaka ki Murihiku and delivered to the Grantor, by 31 December 2021
6. The Authority Holder must ensure that the Grantor is aware-of in advance, and included-in, any discussion with any media on all topics relating to Tuatara.

Death of wildlife associated with activities covered by the Authority

7. If any tuatara should die, the Authority Holder must:
 - inform the Grantor at invercargill@doc.govt.nz within 24 hours;
 - chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours;
 - If requested to do so; send the body to Massey University Wildlife Post-mortem Service for necropsy, **along with details of the animal’s history**;
 - pay for any costs incurred in investigation of the death of any tuatara, if requested to do so.

- Inform the tuatara Captive Co-ordinator (currently **s9(2)(a)**, Wellington Zoo)

Euthanasia

8. The Authority Holder must not euthanise any wildlife unless:

- the Authority Holder consults with the relevant Captive Management Co-ordinator and obtains authority from the Grantor; or
- a veterinarian recommends euthanasia on animal welfare grounds; or
- the Authority Holder euthanises the wildlife under direction from the Grantor, and in consultation with the Captive Management Co-ordinator and Ngati Koata.

Captive holding of tuatara

9. This Activity is guided by the Captive Management Policy and should be implemented using instructions in the [Captive Management SOP](#). Note Category 1 is wildlife held for the purposes for release; and Category 2 is for the purposes of holding for Advocacy.
10. The Authority Holder consents to any officer of the **Grantor entering the Authority Holder's** property at any reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species or facilities in which they are contained. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holder.
11. If required by the Director-General of Conservation, the holder of this authority shall make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the Tuatara.
12. Any tuatara and their progeny additional to those held at the commencement-date of this Authority may be obtained only from persons holding an authority to keep tuatara in captivity and by direction of the Tuatara Captive Co-ordinator.
13. The authority Holder must ensure that all tuatara are prevented from breeding, using techniques approved by the Captive Co-ordinator. Techniques could include, but are not limited to, ensuring substrate is unsuitable for successful incubation of tuatara eggs, and regular checks of enclosures to remove eggs as soon as they are detected.
14. The holding of the protected species must comply with Animal Welfare (Zoos) Code of Welfare 2005, National Animal Welfare Advisory Committee / Ministry of Agriculture and Fisheries (see www.biosecurity.govt.nz/animal-welfare/req/codes/zoo). The transport of the protected species must comply with the Animal Welfare (Transport within New Zealand) Code of Welfare 2011 (see <http://www.biosecurity.govt.nz/animal-welfare/codes/transport-within-nz>).
15. The Authority holder must manage the protected species in accordance with any current Grantor-approved captive management programme, programme outline, husbandry manual and advocacy plan for the protected species, and undertake the breeding, transfer and/or release according to the recommendations of the DOC appointed Captive Co-ordinator and Annual Report and Recommendations, for the tuatara.
16. The Tuatara must not be released. Except with the prior written consent of the Director-General of Conservation, the Tuatara, any eggs, and their progeny, may be disposed of only

to persons holding an authority to keep that particular species of tuatara in captivity, and on the recommendation of the Captive Management Co-ordinator.

17. The Authority Holder must have an individual Advocacy Plan for each species of the protected species approved by the Grantor if that live species is held on public display.
18. No manipulation or handling of the protected species other than for husbandry or welfare purposes is permitted without prior consultation with the Captive Coordinator (CMC) and written permission of the Grantor.
19. The holder of this authority shall maintain full annual records of the Tuatara, which will detail the number of protected species in the possession of the holder; any breeding attempts, births, health issues, deaths, transfers in and out; and any other information which the Grantor from time to time may require. The Authority Holder must retain these records for five years and copy them annually to the captive management coordinator.
20. The Authority Holder must forward to the Captive Management Coordinator (or the Grantor, if there is no CMC) by 31 March of each year, a copy of these records in the Annual Report Format, with a copy to be sent to the Murihiku District Office, at invercargill@doc.govt.nz, to Nga Papatipu Runaka ki Murihiku and Ngati Koata. This report will include the dates and other details of all tuatara moved between the two holding sites specified in this Authority document, during the previous 12 months.
21. The Authority Holder must inform the Grantor immediately, if the Authority Holder detects any breeding of tuatara
22. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the protected species and the Authority will be terminated.
23. The Authority Holder shall only transfer tuatara on instruction from the tuatara Captive Co-ordinator, and must notify the Captive Co-ordinator of the transfer of the protected species within 7 days of the date of its transfer and provide the Captive Co-ordinator with the name and address of the transferee.



Wildlife Act Authority for wildlife located on public conservation land and other land

Authorisation Number: 78810-FAU

THIS AUTHORITY is made this 19th day of June 2020

PARTIES:

The Director-General of Conservation and where required the **Minister of Conservation** (the Grantor)

AND

s9(2)(a) (the Authority Holder), Zoological Society of London

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Sections 41 and 53 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955; and **PERMITS** the Authority Holder pursuant to the Conservation Act 1987 and the Reserves Act 1977, subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

s9(2)(a)

Daniel Heinrich, Director Operations, Hamilton

acting under delegated authority in the presence of:

	s9(2)(a)
Witness Signature:	_____
Witness Name:	<u>Penny Loomb</u>
Witness Occupation:	<u>Personal Assistant</u>
Witness Address:	<u>73 Rostrevor Street, Hamilton</u>
A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.	

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	<p>a. Activity –</p> <ul style="list-style-type: none"> i. Lure, catch alive, examine, measure and sample; absolutely protected wildlife ii. Mark by way of banding iii. Count, observe and photograph <p>b. Species – Stitchbird or hihi (<i>Notiomystis cincta</i>): nestlings, juveniles and adults.</p> <p>c. Quantity – As many individual birds as can be observed, caught, handled, sampled and banded.</p> <p>d. Method</p> <ul style="list-style-type: none"> i. Mist nets ii. Supplementary feeding catch cages iii. Bands. 1x metal band and 4x colour bands per previously-unbanded bird iv. Take blood samples (up to 60 microlitres per bird) v. Take tissue samples (from dead birds) vi. Take cloacal swabs (1 per bird) vii. Take faeces samples (as produced during handling) viii. Take feather samples (1 or 2 per bird) ix. Sample abandoned / infertile eggs. <p>All methods used will be as described in the signed application form and accompanying documents. All samples</p>
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		will be held at the University of Auckland.
2.	The Land (Schedule 2, clause 2)	<p>‘Sanctuary Mountain’ (‘Maungatautari Ecological Island’)</p> <p>Public Conservation Land: Maungatautari Scenic Reserve (administered by Waipa District Council)</p> <p>Other land: Adjacent privately-owned (including iwi) land, enclosed by the pest-exclusion fence.</p>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>s9(2)(a) [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Any other persons authorised by the above</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 June 2020 and ending on and including 31 May 2030.
5.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holder’s address in New Zealand is:</p> <p>s9(2)(a) [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
6.	Grantor’s address for notices	<p>The Grantor’s address for all correspondence is:</p> <p>Permissions Team Hamilton Shared Services 73 Rostrevor Street Hamilton 3240 Phone 07 858 1000</p> <p>Email: permissionshamilton@doc.govt.nz</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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.3 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.

2.6 The Authority Holder may publish authorised research results.

2.7 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 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 and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and 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 Authority **Holder's details specified in Schedule 1, Item 5 change then the** Authority Holder must notify the Grantor within 5 working days of such change.
11. What about the payment of costs?
 - 11.1 The Authority 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. Biosecurity
 - 12.1 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.
13. Are there any Special Conditions?
 - 13.1 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 will prevail.
14. Can the Authority be varied?
 - 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

SCHEDULE 3

SPECIAL CONDITIONS

Property of the Crown

1. All material remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material.

Private land

2. This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity). Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.
3. The Authority Holder must at all times co-operate fully with representatives of Waipa District Council during the Authorised Activity and take no action that compromises the Council's responsibilities and competencies in managing the land.

Death of wildlife associated with activities covered by the authority

4. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible, but if any stitchbird/hihi **should die, the Grantor's** local representative(s) must be informed, and their instructions followed.

Expectations of the public

5. The Authority Holder must use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public.
6. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites or facilities.
7. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Activity is taking place.

Records and reporting

8. The Authority Holder must prepare an Annual Research Report by 1 June every year, on all work undertaken with stitchbirds/hihi on the Land, beginning in 2021.
9. The Authority Holder must forward the Annual Research Report to the Grantor at waikato@doc.govt.nz and permissionshamilton@doc.govt.nz, citing the Authority Number 78810-FAU. These reports must be submitted by the 1 June annually, for the term of the Authority.

10. The Annual Research Report must contain the following:

- 10.1 Summaries of the number of stitchbirds/hihi that have died, disappeared or been injured during the reporting period as observed during the Authorised Activity (whether a result of that Authorised Activity or not), and details of any treatment that any of the birds received.
- 10.2 Summaries of all research activities, and monitoring (including perceived breeding success) completed during the reporting period.

- 10.3 Summaries of genetic and disease testing results completed during the reporting period.
 - 10.4 Any incidents affecting absolutely protected species that the Grantor should be made aware of.
 - 10.5 Any other detail requested by the Grantor.
11. By 1 June each year, the Authority Holder shall also provide a written summary of all new research proposed to be undertaken to the Hihi Recovery Group Leader and the **Grantor's local Operations Manager**.
 12. As soon as is practicable after sending the Annual Monitoring Report and written summary of new research proposed is received by the Hihi Recovery Group Leader and the Grantor, the Authority Holder will organise a review meeting with the Hihi Recovery Group Leader and the Grantor to discuss results to date and plans for the following twelve months for approval by the Grantor. The Grantor will advise whether separate applications for the proposed research are required.
 13. The Authority Holder shall, upon completion of the research or expiry or revocation of this Authority, forward a summary report of research findings to the Grantor within one month. The report shall be forwarded electronically to permissionshamilton@doc.govt.nz and waikato@doc.govt.nz citing in all cases Authority number 78810-FAU. The Authority holder acknowledges that the Grantor may forward a copy of that Summary to affected iwi groups. That report shall contain any implications of the results for conservation management.
 14. All records of the Authorised Activity shall be made available for inspection at reasonable times by officers of the Grantor, during the term of this Authority.

Wildlife health management

15. The Authority Holder must comply with the standards set out in the Wildlife Health Management Standard Operating Procedure. **Attach [DOCDM-442078](#)**.
16. Any blood collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure. **Attach [SOP DOCDM-531081](#)**

Capture and handling

17. The Authority Holder must ensure all catching, handling, transfer, release and monitoring activities are undertaken in accordance with the Hihi husbandry manual – 2nd edition and **Hihi best practice guide** <http://www.hihiconservation.com/wp-content/uploads/2019/03/Hihi-Best-Practice-Guide-July-2018-small.pdf>

General

18. A new clause 9.1 (c) is added to Schedule 2, to read as follows: "Or for any other reason **that the Grantor may decide**".

Standard banding conditions

19. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National **Bird Banding Scheme Bird Bander's Manual**.

20. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
21. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to bandingoffice@doc.govt.nz) as soon as possible after the incident but at least within one week.
22. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
23. If a band is taken off a bird for any reason, it must NOT be used on another bird.
24. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>).
25. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbbs-data-spreadsheet.xlsx>).
26. Only Level 3 banders, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, may oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.
27. Colour banding (including the use of alpha-numeric bands and flags) is authorised subject to prior approval of the colour band combinations and alpha-numeric codes by the Banding Office.

Mist-netting conditions

28. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the New Zealand National Bird Scheme Bird **Bander's Manual (2011 edition) ("the Bird Banding Manual")**.
29. Only Level 3 mist-netters, certified under the NZNBBS, must oversee and be accountable for the Authorised Activity. Level 2 mist-netters may operate without direct supervision but must operate under the general direction of a Level 3 Certified mist-netter. Level 1 mist-netters must be directly supervised by a Level 3 Certified mist-netter.

30. The Authority Holder must not leave any mist-nets lines, poles or nets unattended at any place where they may endanger wildlife or the public (e.g. across quad tracks).
31. Sites for the Authorised Activity shall be selected to avoid, or minimise, the need for cutting-down or clearing vegetation, or causing any damage to any man-made structure, whether historic or recent.
32. Sites for the Authorised Activity shall be selected to avoid, or minimise, the catching, or killing (as defined in the Wildlife Act 1953) of non-target species of wildlife.
33. The Authority Holder shall remove all nets, markers, rope, tape or other material used at the catching [and/or release] areas for the purposes of the Authorised Activity within one (1) day of the Authorised Activity being completed.

Blood, Tissue, Feather, Faecal, Cloacal and Egg Samples

34. The Authority Holder may take samples for the purposes of disease-screening, sexing individuals and analysing relatedness between individuals.
35. The Authority Holder may take abandoned eggs to determine cause of failure (infertile or embryo death) for the purpose of population modelling and for determining if there is an issue with particular females.
36. Where relevant, all samples must be sent for analysis to a suitably equipped New Zealand laboratory. Should any samples (including feathers) be sent out of New Zealand, a separate Export Permit will be required first.

Myrtle Rust biosecurity

37. The Authority Holder and members of their team shall know the plants that are affected by myrtle rust and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (Myrtaceae) family which includes pohutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust>.
38. The Authority Holder and members of their team shall not leave vehicles or other equipment under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.
39. If the Authority Holder or any members of their team believe they have seen the symptoms of myrtle rust while undertaking the Authorised Activity, they are not to touch the plant.
 - a. Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.
 - b. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
 - c. Do not touch or try to collect samples as this may increase the spread of the disease.
40. If the Authority Holder or members of their team believes they are in an infected area, all team members must decontaminate with SteriGENE as per below:

- a. Spray obviously contaminated clothing/hats and then place items in a large plastic bag.
- b. Tie and spray the outside of the bag.
- c. Mist-spray other clothing being worn.
- d. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc.
- e. Repeat decontamination steps again at 100m from the infected area and before entering a vehicle.
- f. The Authority Holder and their team members shall have a hot shower and clean their hair as soon as possible to remove any spores (which may be invisible). Clothing worn while undertaking the Authorised Activity must be washed in a hot wash with detergent.

Special Conditions for 'Maungatautari Ecological Island'

41. The Authority Holder must comply with **the Grantor's 'Pest-free Biosecurity Checklist'** regarding biosecurity measures, including checking footwear, clothing and gear for plant and animal pests before entering.

Released under the Official Information Act



Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 79892-RES

THIS AUTHORITY is made this 17th day of October 2019

PARTIES:

The Director-General of Conservation and where required the **Minister of Conservation** (the Grantor)

AND

Landcare Research New Zealand Limited (National Holder) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section(s) 53 (Taking or Killing of Wildlife for Certain Purposes of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Ray Scrimgeour acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature – Permissions Advisor, Rory McLean

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

SCHEDULE 1

1)	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> (i) to catch (ii) to take samples (iii) to attach identification bands (iv) to attach VHF transmitters <p>b. Species –</p> <ul style="list-style-type: none"> (i) Bellbird/Korimako (<i>Anthornis melanura</i>) (ii) Tomtit/Miromiro (<i>Petroica macrocephala</i>) (iii) Rifleman/Titipounamou (<i>Acanthisitta chloris</i>) <p>c. Quantity –</p> <ul style="list-style-type: none"> (i) up to 60 individual adults per species (ii) up to 290 individual chicks per species <p>d. Method –</p> <ul style="list-style-type: none"> (i) catch - via mist netting (ii) sample – 3-5 feathers per individual plucked when banding chicks (iii) sample – faecal sample collected in catch bag when banding
2)	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land: Pirongia Forest Park, held pursuant to s19 of the Conservation Act 1987 NaPALIS ID 2795307</p>
3)	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s 9(2)(a) [REDACTED]</p> <p>d. Any certified level 3 bander</p>
4)	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 14 October 2019 and ending on and including 13 October 2023</p>

5)	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is: 764 Cumberland Street Dunedin 9054 New Zealand Phone: 03 4707209 Email: schlesselmann@landcareresearch.co.nz
6)	Grantor's address for notices	The Grantor's address for all correspondence is: Level 4 73 Rostrevor Street Hamilton 3240 Email: permissionshamilton@doc.govt.nz

Released under the Official Information Act

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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.3 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.

2.6 The Authority Holder may publish authorised research results.

2.7 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 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 and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and 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 Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
11. What about the payment of costs?
 - 11.1 The Authority 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. Biosecurity
 - 12.1 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.
13. Are there any Special Conditions?
 - 13.1 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 will prevail.
14. Can the Authority be varied?
 - 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

SCHEDULE 3

SPECIAL CONDITIONS

Banding and Mist Netting

1. s9(2)(a), a Level 3 bander, certified under the New Zealand National Bird Banding Scheme, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander.
2. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Scheme Bird Bander's Manual ("the Bird Banding Manual").
3. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
4. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
5. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
6. If a band is taken off a bird for any reason, it must NOT be used on another bird.
7. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a completed copy of the band stock-take sheet by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
8. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard recovery format templates in electronic or paper form. Other recapture data can be submitted on these forms or on electronic spreadsheets.
9. s9(2)(a), a Level 3 Certified mist-netter, must oversee and be accountable for the Authorised Activity. Level 2 mist-netters may operate without direct supervision, but must operate under the general direction of a Level 3 Certified mist-netter. Level 1 mist-netter must be directly supervised by a Level 3 Certified mist-netter.
10. The Authority Holder must not leave any mist-net lines unattended at any place where they may endanger wildlife or the public (e.g. across quad tracks).

Feather Collection

11. Feather collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure.

12. Once analysis of feathers has been completed, the Authority Holder must forward the feathers to the Department of Conservation.

Transmitter attachment

13. Transmitters (comprising no more than **5% of an animal's body weight**) may be attached to up to 60 adults of each species outlined in Schedule 1, Clause 1. The Authority Holder is strongly encouraged to use best practice transmitter harnesses and attachment methods.
14. During the Authorised Activity, any recaptured individuals found to be injured or otherwise adversely affected by a transmitter must have their transmitter removed and not fitted again. A full report of the details of injury must be provided to the Grantor, to help develop best practice.
15. Every reasonable effort must be made to capture all individuals and remove transmitters at the conclusion of the Authorised Activity.

Track Markers

16. At the conclusion of the Authorised Activity the Authority Holder must remove all track markers, flagging tape or other material used while undertaking the Authorised Activity.

Reporting

17. The Authority Holder must provide an annual report to the Grantor. These reports must be electronically forwarded to the Grantor at hamilton@doc.govt.nz and permissionshamilton@doc.govt.nz, citing the Authority Number 79892-RES. These reports must be submitted by 1 October annually.
18. Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to permissionshamilton@doc.govt.nz. The Authority Holder must also present their findings to the Department of Conservation and tangata whenua. A final report must be submitted within one month of its completion and contain the following:
 - a. the Authority Number 79892-RES;
 - b. a summary of research findings
 - c. and any implications for conservation management.
19. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.



Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 79892-RES

THIS DEED OF VARIATION OF AN AUTHORITY is made this day of September 2020

PARTIES:

The Director General of Conservation, and where required, the Minister of Conservation (the Grantor)

AND

Landcare Research New Zealand Limited (the Authority Holder)

BACKGROUND

- A.** By an Authorisation dated the 17th day of October 2019 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B.** The Grantor hereby varies that Authority.

NOW BY THIS DEED the Grantor authorises as follows:

1. Variation

In exercise of the Grantor's powers under the Wildlife Act the Grantor varies the Authority as follows:

- (i) Schedule 1 is deleted and replaced by a new Schedule 1 outlined in Appendix 1 of this Deed of Variation.
- (ii) Schedule 3 is deleted and replaced by a new Schedule 3 outlined in Appendix 2 of this Deed of Variation.

2. Confirmation of other Authority Covenants

Except to the extent to which they are amended by this Variation the provisions expressed and implied in the Authority continue to apply.

3. Costs

The Authority Holder must pay the costs of and incidental to the preparation and completion of this Variation.

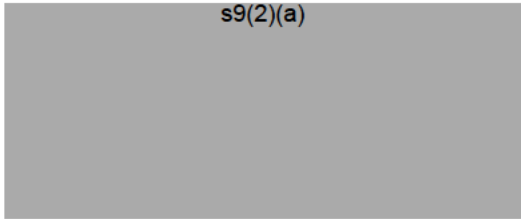
s9(2)(a)



SIGNED on behalf of the Grantor by
Ray Scrimgeour, Operations Manager - Waikato District
acting under delegated authority

in the presence of:

s9(2)(a)



Witness Signature

Witness Name: Rory McLean

Witness Occupation: Permissions Advisor

Witness Address: Level 1 John Wickliffe House, 265 Princes Street, Dunedin Central, Dunedin 9010

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

APPENDIX 1

SCHEDULE 1

1)	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> (i) to catch (ii) to take samples (iii) to attach identification bands (iv) to attach VHF transmitters <p>b. Species –</p> <ul style="list-style-type: none"> (i) Bellbird/Korimako (<i>Anthornis melanura</i>) (ii) Tomtit/Miromiro (<i>Petroica macrocephala</i>) (iii) Rifleman/Titipounamou (<i>Acanthisitta chloris</i>) <p>c. Quantity –</p> <ul style="list-style-type: none"> (i) up to 250 individual adults per species (ii) up to 290 individual chicks per species <p>d. Method –</p> <ul style="list-style-type: none"> (i) catch - via mist netting, nectar feeders, and feeder cages (ii) sample – 3-5 feathers per individual plucked when banding chicks (iii) sample – faecal sample collected in catch bag when banding
2)	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land: Pirongia Forest Park, held pursuant to s19 of the Conservation Act 1987 NaPALIS ID 2795307</p>
3)	<p>Personnel authorised to undertake the Authorised Activity</p>	<p>s [REDACTED] 9(2) (a [REDACTED]</p>

	(Schedule 2, clause 3)	<p>s [REDACTED]</p> <p>d. Any certified level 3 bander</p>
4)	Term (Schedule 2, clause 4)	Commencing on and including 14 October 2019 and ending on and including 13 October 2023
5)	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a) [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
6)	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton 3240</p> <p>Email: permissionshamilton@doc.govt.nz</p>

Released under the Official Information Act

APPENDIX 2

SCHEDULE 3

SPECIAL CONDITIONS

Banding and Mist Netting

1. **s9(2)(a)**, a Level 3 bander, certified under the New Zealand National Bird Banding Scheme, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander.
2. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Scheme **Bird Bander's Manual** ("the Bird Banding Manual").
3. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
4. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
5. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
6. If a band is taken off a bird for any reason, it must NOT be used on another bird.
7. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a completed copy of the band stock-take sheet by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
8. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard recovery format templates in electronic or paper form. Other recapture data can be submitted on these forms or on electronic spreadsheets.
9. **s9(2)(a)**, a Level 3 Certified mist-netter, must oversee and be accountable for the Authorised Activity. Level 2 mist-netters may operate without direct supervision, but must operate under the general direction of a Level 3 Certified mist-netter. Level 1 mist-netter must be directly supervised by a Level 3 Certified mist-netter.
10. The Authority Holder must not leave any mist-net lines unattended at any place where they may endanger wildlife or the public (e.g. across quad tracks).

Feather Collection

11. Feather collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure.
12. Once analysis of feathers has been completed, the Authority Holder must forward the feathers to the Department of Conservation.

Transmitter attachment

13. Transmitters (comprising no more than **5% of an animal's body weight**) may be attached to up to 250 adults of each species outlined in Schedule 1, Clause 1. The Authority Holder is strongly encouraged to use best practice transmitter harnesses and attachment methods.
14. During the Authorised Activity, any recaptured individuals found to be injured or otherwise adversely affected by a transmitter must have their transmitter removed and not fitted again. A full report of the details of injury must be provided to the Grantor, to help develop best practice.
15. Every reasonable effort must be made to capture all individuals and remove transmitters at the conclusion of the Authorised Activity.

Track Markers

16. At the conclusion of the Authorised Activity the Authority Holder must remove all track markers, flagging tape or other material used while undertaking the Authorised Activity.

Reporting

17. The Authority Holder must provide an annual report to the Grantor. These reports must be electronically forwarded to the Grantor at hamilton@doc.govt.nz and permissionshamilton@doc.govt.nz, citing the Authority Number 79892-RES. These reports must be submitted by 1 October annually.
18. Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to permissionshamilton@doc.govt.nz. The Authority Holder must also present their findings to the Department of Conservation and tangata whenua. A final report must be submitted within one month of its completion and contain the following:
 - a. the Authority Number 79892-RES;
 - b. a summary of research findings

c. and any implications for conservation management.

19. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

Wildlife Health Management

20. The Authority Holder is responsible to ensure standards are met as set out in the **Department of Conservation's "Wildlife Health Management Standard Operating Procedures"**.
21. The Authority Holder will ensure that the Hygiene Checklist as defined in Wildlife Health Management Standard Operating Procedures is used to identify procedures to be carried out prior to entering Pirongia Forest Park.

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 79923-FAU

THIS AUTHORITY is made this 9th day of April 2020

PARTIES:

The Director-General of Conservation and where required the **Minister of Conservation** (the Grantor)

AND

s9(2)(a) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 and 56(1) of the Wildlife Act 1953, and clause 39 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Jenny Nelson-Smith, Operations Manager acting under delegated authority.

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>(a) Activity – To release wildlife identified at Schedule 1.1(b) for the augmentation of the existing populations.</p> <p>(b) Gamebird Species (“Gamebirds”): a. Mallard Duck (<i>Anas platyrhynchos</i>)</p> <p>(c) Quantity – No more than 50 Gamebirds per year for 5 years total from the species identified in Schedule 1.1(b) may be released.</p> <p>(d) Method – All Gamebirds shall be received by way of transfer from New Zealand Game Birds Limited.</p>
2.	The Land (Schedule 2, clause 2)	s9(2)(a)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 09 April 2020 and ending on and including 08 April 2025
5.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holders’ address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	Grantor’s address for notices	<p>The Grantor’s address for all correspondence is:</p> <p>Permissions Team Level 1, John Wickliffe House 265 Princes Street, Dunedin, 9016 Email: permissionsdunedin@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 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 liabilities?

5.1 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.

- 5.2 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.
- 5.3 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.
6. What about compliance with legislation and **Grantor's notices and directions**?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.
- 7.2 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.
8. How are notices sent and when are they received?
- 8.1 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.
- 8.2 If the Authority **Holder's details specified in Schedule 1, Item 5** change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority 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.

- 10. Are there any Special Conditions?
- 10.1 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 will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. All birds shall be released with unclipped wings.
3. All birds shall be released into open-topped pens, or into the wild no later than one month prior to the opening of the official game bird hunting season and no birds shall be caught up for re-release during the game bird hunting season or held for breeding purposes.
4. If birds are released from an enclosed pen, that pen shall be sealed off or removed.
5. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area. The Authority Holder shall provide **the Hawke's Bay Fish and Game Council with a report** containing information relating to the parental stock of the birds being released. This report shall be provided prior to the birds being released.
6. The Authority Holder shall **provide an annual report to the Grantor and Hawke's Bay Fish and Game Council**. This report shall be sent electronically to the Grantor at permissionshamilton@doc.govt.nz citing the Authority number 79923-FAU. This report shall be submitted by the 31st July each year, detailing the period ending 30 June;
 - (a) The number of progeny reared;
 - (b) The number of birds released;
7. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
8. The Authority Holder shall ensure that all the birds are free of avian diseases prior to the birds being released.
9. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
10. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason the Grantor may decide".
11. This Authority may be terminated if the authorised activity contradicts new policies introduced by the Fish and Game Council during the term of this Authority. In this situation Standard Condition 7.2 will be utilised.
12. As a pre-requisite to releasing any birds, the Authority Holder must contact the local iwi and inform them of their plans to release. The contact details are:
 s9(2)(a)

13. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Scheme Bird Bander's Manual (**"the Bird Banding Manual"**):

- (a) Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
 - (b) Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
 - (c) The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
 - (d) If a band is taken off a bird for any reason, it must NOT be used on another bird.
 - (e) The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a completed copy of the band stock-take sheet by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
 - (f) Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard recovery format templates in electronic or paper form. Other recapture data can be submitted on these forms or on electronic spreadsheets.
 - (g) A designated Level 3 bander, certified for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision, but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander.
14. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Hawkes Bay Fish and Game Council.
15. If required by the Grantor, the Authority Holder shall make such improvement to the release location as the Grantor deems necessary and take such other steps as may be directed to ensure the welfare of the birds.
16. All birds shall be held in hygienic and humane conditions catering for their full dietary and space requirements over the period they are held, prior to their release.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 79925-FAU

THIS AUTHORITY is made this 23rd day of April 2021

PARTIES:

The Director-General of Conservation and where required the **Minister of Conservation** (the Grantor)

AND

s9(2)(a) (the Authority Holder)

BACKGROUND

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 (taking or killing of wildlife for certain purposes) of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules. The Minister agrees that the Holder may conduct research work, to further the collection and dissemination of information, pursuant to sections 41(1)(d), 42(2)(d) of the Wildlife Act 1953.

s9(2)(a)

SIGNED on behalf of the Grantor by Kirsty Prior acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> i. To catch alive Welcome Swallows (<i>Hirundo neoxena</i>) ii. To band Welcome Swallows (<i>Hirundo neoxena</i>) iii. To collect samples of blood, feathers and ectoparasites from Welcome Swallows (<i>Hirundo neoxena</i>) <p>b. Quantity – up to 200 birds in total with between 15-20 birds per site.</p> <p>c. Method –</p> <p>Catch alive – by mist-nets</p> <p>Band – using metal bands</p> <p>Sample collection – as set out in Schedule 3, special conditions 18-23</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Private land round Auckland, Wellington, Christchurch, Dunedin, Invercargill and Westport.</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>s9(2)(a)</p> <p>Any other suitably qualified person under direction of the Authority Holder</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 April 2021 and ending on and including 31 March 2026</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>The University of Auckland</p> <p>Commerce A - Bldg 114, Lvl 1, Room 114</p> <p>3A Symonds Street</p> <p>Auckland 1010</p> <p>New Zealand</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 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 liabilities?

5.1 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.**

- 5.2 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.
- 5.3 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.
6. What about compliance with legislation **and Grantor's notices and** directions?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.
- 7.2 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.
8. How are notices sent and when are they received?
- 8.1 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.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority 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.

- 10. Are there any Special Conditions?
- 10.1 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 will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to catch alive, mark, and collect samples for absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. If any wildlife should die due to the Authority Holder exercising this Authorisation, the Authority Holder must:
 - a. inform the Grantor (permissionshamilton@doc.govt.nz) within 24 hours; and
 - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
 - c. send the body to Massey University Wildlife Post Mortem Service for necropsy, along with details **of the animal's history**;
 - d. pay for any costs incurred in investigation of the death of any wildlife
 - e. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
4. The Authority Holder must handle and catch Swallows in a culturally appropriate manner.
5. If the Authority Holder undertakes work within the Ngati Manuhiri rohe they must contact **Ngāti** Manuhiri two weeks prior to works commencing.

Banding

6. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird **Banding Scheme Bird Bander's** Manual.
7. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
8. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to bandingoffice@doc.govt.nz) as soon as possible after the incident but at least within one week.
9. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
10. If a band is taken off a bird for any reason, it must NOT be used on another bird.
11. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>).

12. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbs-data-spreadsheet.xlsx>).
13. **s9(2)(a)**, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision, but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.

Mist-netting

14. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the New Zealand National Bird Scheme **Bird Bander's** Manual.
15. **s9(2)(a)**, certified under the NZNBBS, must oversee and be accountable for the Authorised Activity. Level 2 mist-netters may operate without direct supervision, but must operate under the general direction of a Level 3 Certified mist-netter. Level 1 mist-netter must be directly supervised by a Level 3 Certified mist-netter.
16. The Authority Holder must not leave any mist-net lines, poles or nets unattended at any place where they may endanger wildlife or the public (e.g. across quad tracks).
17. Sites for the Authorised Activity shall be selected to avoid, or minimise, the need for cutting down or clearing vegetation, or causing any damage to any historic heritage site. Sites for the Authorised Activity shall be selected to avoid, or minimise, the catching, or killing (as defined in the Wildlife Act 1953) of non-target species of wildlife.

Collecting samples

18. The Authority Holder may collect up to 10 feathers per bird from throat and breast as well as the two innermost tail feathers for the purpose of analysis of colour and stable isotopes.
19. The Authority Holder may take blood specimens from the wildlife for the purpose of population genetic analysis. Up to 90ul may be taken per bird via brachial venipuncture.
20. The Authority Holder may take samples of ectoparasites for the purpose of genetic variation analysis which will be stored in ethanol.
21. Pursuant to sections 41 (1)(d) and 41(2)(d) of the Wildlife Act 1953, the Grantor agrees to the Authority Holder **possessing, on the grantor's behalf, feathers and blood** specimens taken for analysis, for so long as is necessary to complete the research;
 - a. and transferring the feather and blood specimens to an appropriate facility for analysis.

22. Any feather and blood specimens that are transported for testing are to be packaged in containers that are plainly marked on the outside with a list and description of the contents and the name and address of the consignor and consignee.
23. Blood and feather collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure.

Expectations of the public

24. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place.

Records

25. All records of the Authorised Activity shall be made available for inspection at reasonable times by officers of the Grantor.

Research reports

26. Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward the following electronically to permissionshamilton@doc.govt.nz; with a final copy of the research findings, reports and publications with the permission number written on the front page;
27. A one-page summary of findings that includes any issues discovered the Department should know about and GPS co-ordinates of research locations
28. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

Didymo Biosecurity

29. The Authority Holder must comply with the Ministry for Primary Industries' (MPI)'s **"Check, Clean, Dry" cleaning methods to prevent the spread of didymo** (*Didymosphenia geminata*) and other freshwater pests when moving between **waterways**. **"Check, Clean, Dry"** cleaning methods can be found at: www.biosecurity.govt.nz/cleaning.

Myrtle Rust Biosecurity

30. The Authority Holder shall comply with the following:
 - a. The Authority Holder and members of their team shall know the plants that are affected by myrtle rust, and what the rust symptoms look like. This serious fungal disease only affects plants in the Myrtle (*Myrtaceae*) family which includes pohutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust>
 - b. The Authority Holder and members of their team shall not park vehicles under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.
 - c. The Authority Holder shall carry large black plastic bags and ties, 2% SteriGENE spray bottle and Isopropanol wipes while undertaking the

Authorised Activity on Public Conservation Land where *Myrtaceae* are part of the flora.

- d. If the Authority Holder or any members of their team believe they have seen the symptoms of myrtle rust, they are not to touch the plant.
 - i. Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.
 - ii. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
 - iii. Do not touch or try to collect samples as this may increase the spread of the disease.
- 31. If the Authority Holder or members of their team believe they are in an infected area, all team members must decontaminate with SteriGENE as per below:
 - a. Spray obviously contaminated clothing/hats and then place items in a large plastic bag;
 - b. Tie and spray the outside of the bag;
 - c. Mist spray other clothing being worn;
 - d. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc.;
 - e. Repeat decontamination steps again at 100m from the infected area and before entering a vehicle.
- 32. The Authority holder and their team members shall have a hot shower and clean their hair as soon as possible to remove any spores (which may be invisible). Clothing worn while undertaking the Authorised Activity must be washed in a hot wash with detergent.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 79931-DOA

THIS AUTHORITY is made this 27th day of November 2019

PARTIES:

The Director-General of Conservation (the Grantor)
AND

s9(2)(a) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53(2) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by **Nedra Burns - Operations Manager, Te Anau** acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature

Witness Name:

Caithlin Bowie

Witness Occupation:

Permissions Advisor

Witness Address:

Dunedin

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>a. Activity –</p> <p>i. to obtain and hold Takahē blood and flesh samples for research purposes:</p> <p>b. Quantity –</p> <p>i. as required</p> <p>c. Method –</p> <p>i. obtain by way of transfer from</p> <p>A. Massey University</p> <p>B. Auckland Zoo</p> <p>C. The Takahē Recovery Team</p>
2.	The Land (Schedule 2, clause 2)	Lindo Ferguson Building, University of Otago, Dunedin
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 November 2020 and ending on and including 31 January 2023
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>University of Otago</p> <p>Lindo Ferguson Building</p> <p>Great King Street</p> <p>Dunedin, 9054</p> <p>Phone: s9(2)(a)</p> <p>Email: s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 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 liabilities?

- 5.1 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.

5.2 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.

5.3 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.

6. What about compliance with legislation and Grantor's notices and directions?

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

7. When can the Authority be terminated?

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority;
- (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects, or
- (c) for any other reason that the Grantor may decide.

7.2 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.

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

8.1 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.

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

9. What about the payment of costs?

- 9.1 The Authority 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.

10. Are there any Special Conditions?

- 10.1 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 will prevail.

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. Where there is surplus blood or tissue (and/or surplus extracted DNA) after the Authorised activity is complete, this surplus material may be held. However, any new use for a purpose not covered by the original permit will require a new permit application, including transfer of material to another person, institute or researcher.
2. Any genetic sequencing data must be deposited in Genbank (an international register of gene sequences) within 6 months of completing the research. For more information refer to <http://www.ncbi.nlm.nih.gov/genbank/submit/>.
3. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
4. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
5. The Authority Holder must provide an annual report to the Grantor. These reports must be electronically forwarded to the Grantor at permissionshamilton@doc.govt.nz, citing the Authority Number 79931-DOA. These reports must be submitted by the 31 December each year.
6. Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to permissionshamilton@doc.govt.nz.

A final report must be submitted within one month of its completion and contain the following:

- a. the Authority Number 79931-DOA;
- b. a summary of research findings; and
- c. any implications for conservation management.

The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.



Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 79931-DOA

THIS DEED OF VARIATION OF AN AUTHORITY is made this 28 day of April 2021

PARTIES:

The Director General of Conservation, and where required, the Minister of Conservation (the Grantor)

AND

s9(2)(a) (the Authority Holder)

BACKGROUND

- A.** By an Authorisation dated the 27th day of November 2019 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B.** The Grantor hereby varies that Authority.

NOW BY THIS DEED the Grantor authorises as follows:

1. Variation

In exercise of the Grantor's powers under the Wildlife Act the Grantor varies the Authority as follows:

- (i) Schedule 1 is deleted and replaced with Schedule 1 attached to this Deed.

2. Confirmation of other Authority Covenants

Except to the extent to which they are amended by this Variation the provisions expressed and implied in the Authority continue to apply.

s9(2)(a)

SIGNED on behalf of the Grantor by Aaron Fleming – Director Operations, Southern South Island acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Ali Mountney

Witness Occupation: PA

Witness Address: 33 Don Street, Invercargill

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

Released under the Official Information Act

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <p>i. to obtain and hold Takahē blood and flesh samples for research purposes:</p> <p>a. Including one specimen from the British Museum of Natural History (Dusky Bay 1849), one from Otago Museum (Lake Te Anau 1898) and three at Te Papa (Deas Cove 1851, and Takahē Valley, 1958 & 1959).</p> <p>b. Quantity –</p> <p>i. as required</p> <p>c. Method –</p> <p>i. obtain by way of transfer from</p> <p>A. Massey University</p> <p>B. Auckland Zoo</p> <p>C. The Takahē Recovery Team</p> <p>D. University of Otago</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Lindo Ferguson Building, University of Otago, Dunedin</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 November 2020 and ending on and including 31 January 2023</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>University of Otago Lindo Ferguson Building Great King Street Dunedin, 9054</p> <p>s9(2)(a)</p>
6.	<p>Grantor's address</p>	<p>The Grantor's address for all correspondence is:</p>

	for notices	<p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>
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Released under the Official Information Act



Wildlife Act Authority for wildlife not on public conservation land

Authorisation Number: 80008-FAU

THIS AUTHORITY is made this 7th day of January 2020

PARTIES:

The Director-General of Conservation (the Grantor)

AND

s9(2)(a) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor AUTHORISES the Authority Holder under Sections 53 and 56(1) of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

Briggs Pilkington, Acting Operations Manager, Wairarapa District

acting under delegated authority in the presence of:

Witness Signature: _____

Witness Name: _____

Witness Occupation: _____

Witness Address: _____

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>(a) Activity – To release wildlife identified at Schedule 1.1(b) for the augmentation of the existing population.</p> <p>(b) Gamebird Species (“Gamebirds”): Ring-necked Pheasant (<i>Phasianus colchirus</i>)</p> <p>(c) Quantity – No more than 50 birds in total from the species identified in Schedule 1.1(b) may be released annually for the duration of this Authority.</p> <p>Method – All Gamebirds shall be received by way of transfer from New Zealand Game Birds Limited, 12 Lower Flag Range Road, RD9, Hastings 4179.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 January 2020 and ending on and including 31 December 2029 (10 years)</p>
5.	<p>Authority Holder’s address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders’ address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<p>Grantor’s address for notices</p>	<p>The Grantor’s address for all correspondence is: Permissions Team Department of Conservation 73 Rostrevor Street Hamilton 3204 Email: permissionshamilton@doc.govt.nz</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 in the Land described in Schedule 1, Item 2.

2.2 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

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 The Authority Holder may publish authorised research results.

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 liabilities?

5.1 **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.**

5.2 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.

5.3 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.

6. What about compliance with legislation **and Grantor's notices and directions?**
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.**
- 7.2 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.
8. How are notices sent and when are they received?
- 8.1 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.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority 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.
10. Are there any Special Conditions?
- 10.1 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 will prevail.
11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to be released on the rural property at s9(2)(a)
[REDACTED]
3. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Wellington Fish and Game Council.
4. If required by the Grantor, the Authority Holder shall make such improvement to the release procedure as the Grantor deems necessary and take such other steps as may be directed to ensure the welfare of the birds.
5. All birds shall be held in hygienic and humane conditions catering for their full dietary and space requirements over the period they are held, prior to their release.
6. All birds shall be released with unclipped wings.
7. All birds must be banded by the supplier (NZ Game Birds Limited) in accordance with the requirements of the New Zealand National Bird Banding Scheme (NZNBBS). The Authority holder must ensure that they are so-banded, and to obtain a list of the band numbers of the birds that he has been supplied with, when he takes delivery of them.
8. All banding must be done in accordance with the standards of Best Practice outlined **in the NZNBBS Bander's Manual.**
 - a. Only metal bands issued by the NZNBBS are to be used.
 - b. The bands are to be fitted by a certified bander (assessed and competent).
 - c. All data are to be submitted to the Banding Office by the bander.
9. All birds shall be released into the wild no later than one month prior to the opening of the official game bird hunting season and no birds shall be caught up for re-release during the game bird hunting season or held for breeding purposes.
10. If birds are released from an enclosed pen, that pen shall be sealed off or removed, after their release.
11. The Authority Holder shall provide an annual report to the Grantor and the Wellington Fish and Game Council. wellington@fishandgame.org.nz This report shall be sent electronically to the Grantor at permissionshamilton@doc.govt.nz citing in all cases the Authority number 80008-FAU. That report shall be submitted each year by 31st July detailing the period ending 30 June; during the years 2020 to 2030 inclusive and contain (but not be limited to); the following information:

- a. The number of birds obtained; and
 - b. The number of birds released
12. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
13. The Authority Holder shall ensure that all the birds are free of avian diseases prior to the birds being released.
14. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
15. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
“Or for any other reason the Grantor may decide”.

Released under the Official Information Act



Wildlife Act Authority for wildlife located on public conservation land and other land

Authorisation Number: 80037-FAU

THIS AUTHORITY is made this 16th day of December 2021

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

Farewell Spit HealthPost Nature Trust (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section(s) 53 of the Wildlife Act 1953; clause 38 of the Wildlife Regulations 1955 and **PERMITS** the Authority Holder pursuant to section 50 and 59A of the Reserves Act 1977 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Roy Grose, Operations Director Northern South Island acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Helen Price

Witness Occupation: Personal Assistant

Witness Address: Nelson

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	a. Activity – <ul style="list-style-type: none"> i. catch alive and liberate the absolutely protected wildlife listed under Schedule 4 of this Authority. ii. take specified fauna from a Scenic Reserve iii. burrow monitoring, hand feeding fauna, burrow clearing, monitoring tracking tunnels. iv. place sea bird burrow study holes and artificial seabird burrows. v. To mark for the purpose of distinguishing wildlife b. Quantity – <ul style="list-style-type: none"> i. obtain alive and liberate: <ul style="list-style-type: none"> a. 50 in the first year b. 100 per annum thereafter c. A maximum of 250 chicks over 3 breeding seasons. ii. Marking: as required to distinguish the wildlife subject to this Authority c. Method – <ul style="list-style-type: none"> i. catch alive by hand. iii. marking – by way of banding
	The Land (Schedule 2, clause 2)	Source site – to catch alive and mark the wildlife: <ul style="list-style-type: none"> i. Long Island Scenic Reserve Release site – to liberate the wildlife: <ul style="list-style-type: none"> i. Puponga Farm Park
2.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a) and suitably qualified persons under her direct supervision or as approved in writing by the Grantor. In respect of banding, this is subject to the special conditions in Schedule 3 regarding banding.
3.	Term	Commencing on and including 1 st January 2022 and ending

	(Schedule 2, clause 4)	on and including 30 th April 2025
4.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p><i>NB: Use street address</i></p> <p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></p> <p></p>
5.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

Released under the Official Information Act

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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.6 The Authority Holder may publish authorised research results.
- 2.7 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 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 and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and 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 Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

11. What about the payment of costs?

11.1 The Authority 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. Biosecurity

12.1 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.

13. Are there any Special Conditions?

13.1 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 will prevail.

14. Can the Authority be varied?

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

SCHEDULE 3

SPECIAL CONDITIONS

SPECIAL CONDITIONS

Adhere with translocation proposal

1. The translocation of wildlife must be undertaken in accordance with the translocation proposal (and any subsequent amendments) entitled "11a Translocation Proposal" ("the Approved Translocation Proposal"), submitted in support of the application giving rise to this Authority subject to the terms and conditions of this Authority.
2. The Authority Holder is responsible for ensuring that all persons operating under this Authority comply with the conditions of this Authority and the approved translocation proposal.

Burrow selection, study holes and artificial burrows

3. Search for previously established artificial burrows and collect suitable chicks from these as the first priority
4. Locate presence of shearwater chicks in natural burrows using hand probing with long sticks, burrowscopes or camera on phone to identify occupied sites.
5. Remove chicks via the burrow entrance where these are within easy reach.
6. If more chicks are required for transfer (i.e. from difficult to access burrows) then dig a study access hole to the side of nest chambers using hand trowel and remove a chick identified by point 2 above.
7. Seal up the access hole with a secure rock or wooden board. Make sure the wood is buried under soil to make the access hole watertight and lightproof. Don't leave exposed on the surface.
8. Place a marker peg at the study access entrance for future reference and GPS the site
9. It is strongly recommended that these nest chambers are converted to a wooden study box.
10. During the non-breeding period (March to August) thirty to fifty artificial burrows (wooden nest boxes and plastic drainage tunnels) are to be installed close to existing burrows to encourage uptake by pre-breeding shearwaters. This will also allow safer and easier access to shearwater chicks in future seasons. This will help to offset any damage to the colony from human disturbance at the site.

Transfer Detail

11. Up to a total of two hundred and fifty (250) juvenile Fluttering Shearwater of approximately equal sex ratio may be translocated from Long Island Scenic Reserve to Puponga Farm Park provided that:
 - a. In the first year, a maximum of 50 birds shall be translocated.
 - b. In subsequent years, there shall be a maximum of 100 birds translocated per year in accordance with this Authority.
12. Move chicks either early in the day or late in the day to avoid the heat of sun in the middle of the day (chicks are vulnerable to heat stress).
13. Use cooling pads if practical in transfer boxes so chicks can dump excess body heat.
14. Transport by helicopter or fixed wing plane would be preferable to driving chicks by car/van. If using land transport make sure air conditioning is on to keep boxes cool and avoid direct sunshine on boxes.

Transfer Conditions

15. The translocation must follow best practice including *Field guidelines for burrow-nesting petrel and shearwater translocations—a companion guide to the seabird translocation best practice documents*. Department of Conservation, Wellington. Any deviations from this best practice document must be requested in writing to the Grantor and will require a written variation to this authority.
16. Fluttering Shearwater must only be handled by suitably Authorised personnel or suitably qualified persons under the direct supervision of personnel expressly Authorised under Schedule 1, clause 2.
17. No manipulation or handling of the protected wildlife other than for husbandry or welfare purposes is authorised without prior consultation with the Grantor.
18. All Fluttering Shearwater must be handled as carefully as practicable, but if any should die, or are found dead or injured then:
 - a. If dead, the body is to be refrigerated and forwarded, at the Authority Holder's sole cost to Massey University for autopsy; or
 - b. If injured, the bird shall be taken to where the Grantor so directs; and
 - c. The Grantor must also be notified within 24 hours.
19. All Fluttering Shearwater will be released at Cape Farewell into artificial burrows within a ring fenced predator proof area (fence will be completed, best practice and stoat proof). The ring fenced area is to be north of the existing predator fence (which lies approximately east-west across the Cape Farewell Peninsular).

Translocation Monitoring

20. The Grantor will review the results of each transfer.
21. The Grantor may require amendments to the translocation design and/or targets in the approved Translocation Proposal before further transfers are permitted if required to promote the protection of the Fluttering Shearwater.
22. Post translocation monitoring shall be carried out annually for five years to determine the successful outcome of the translocation.

Wildlife Health Management

23. The Authority Holder is responsible to ensure standards are met as set out in the Department of Conservation's "Wildlife Health Management Standard Operating Procedures".
24. The Authority Holder will ensure that the Hygiene Checklist, as defined in Wildlife Health Management Standard Operating Procedures, is used to identify procedures to be carried out prior to entering the Land.
25. The Authority Holder must comply with the requirements of the Captive Health Care Workbook published January 2004 and any approved husbandry manual for the species.
26. Only normal healthy birds will be moved. If individual sick or dead birds are detected this will be investigated. If more than 3 birds are found sick or dead, veterinary advice

will be sought before any transfer is undertaken. In addition, any disease screening results must be submitted to the National Wildlife Health Database.

27. The Authority Holder must immediately seek veterinary advice for the management of any injured birds and must provide for subsequent care and rehabilitation at the Authority Holder's expense.
28. If three or more sick or freshly dead chicks are found at the source colony then advice will be sought from a qualified vet prior to moving any chicks to assess the risk of pathogen transfer to the release site.
29. Schedule 2 clause 2.6 is deleted.

Translocation Reporting

30. Within two months of completion of each individual transfer the Authority Holder must provide a transfer report to the Grantor in respect of the translocation of protected wildlife authorised by this Authority. This report must be electronically forwarded to the Grantor via Ranger Dan Palmer (<mailto:dpalmer@doc.govt.nz>) of the DOC Picton Office (03 520 3002) and copied to permissionshamilton@doc.govt.nz citing Authority number 80037-FAU.
31. The Authority Holder must provide an annual monitoring report to the Grantor in respect of the translocation of protected wildlife authorised by this Authority. This report must be electronically forwarded to the Grantor via Ranger Dan Palmer (<mailto:dpalmer@doc.govt.nz>) of the DOC Picton Office (03 520 3002) and copied to permissionshamilton@doc.govt.nz citing Authority number 80037-FAU. This report must be submitted by 30 June annually.
32. Upon expiry or termination of this Authority, the Authority Holder must forward a full, final report of this activity to the Grantor within one month. The final report must be electronically forwarded to the Grantor via Ranger Dan Palmer (<mailto:dpalmer@doc.govt.nz>) of the DOC Picton Office (03 520 3002) and copied to permissionshamilton@doc.govt.nz citing Authority number 80037-FAU
33. All reports must follow the Grantors Reporting Instructions for Translocations or as agreed with the Grantor or as outlined in the approved translocation proposal.
34. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

Banding

35. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme Bird Bander's Manual.
36. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used.

37. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to bandingoffice@doc.govt.nz) as soon as possible after the incident but at least within one week.
38. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
39. If a band is taken off a bird for any reason, it must NOT be used on another bird.
40. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)
41. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbbs-data-spreadsheet.xlsx>)
42. A designated Level 3 Certified bander, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision, but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.

Biosecurity

43. The Authority Holder must comply with *Biosecurity Protocols and Island Management* including directions by the suitable Department of Conservation staff.
44. Before entering Long Island Scenic Reserve the Authority Holder and persons under their supervision must be taken by a DOC ranger through island biosecurity procedures in the DOC Picton island quarantine facilities. Contact Ranger Dan Palmer (<mailto:dpalmer@doc.govt.nz>) of the DOC Picton Office (03 520 3002) to arrange this.
45. For the avoidance of doubt, any commercial vessels to be taken to Long Island Scenic Reserve must have previously been inspected by the Ranger Services (Biosecurity), or hold a Pest-free Warrant.
46. The Authority Holder must notify the local Ranger Dan Palmer (<mailto:dpalmer@doc.govt.nz>) of the DOC Picton Office (03 520 3002) at least one week prior to the Activity taking place on Long Island Scenic Reserve and shall comply with any directions of the Ranger before entering Long Island Scenic Reserve for the purpose of exercising the Authorised Activity.

Miscellaneous

47. If any of the catch alive location iwi and/or liberating locations iwi have communicated that their iwi be represented, and/or that specific tikanga and protocols observances be carried out during any of the stages of the translocation, then every effort must be made, as far as is reasonably practicable, for this to happen in consultation with the affected iwi and the Grantor shall be notified.
48. Any wooden covers and rocks used to cover up access holes to nests to be securely placed and buried with soil to ensure that chambers are not affected by loss of humidity or temperature. Label and GPS all study burrows to be used in subsequent transfers as the primary sites for future chick selection. Locations of study burrows and artificial burrows will be included in reports provided by the Authority Holder under Schedule 3 clauses 20, 21 and 22 through maps, GPS locations and description of marking.
49. A new clause 9.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason that the Grantor may decide".

SCHEDULE 4

Name of species	Scientific name
Fluttering shearwater	<i>Puffinus gavia</i>



Wildlife Act Authority for wildlife located on non- public conservation land

Authorisation Number: 80061-FAU

THIS AUTHORITY is made this 31st day of October 2019

PARTIES:

The Director-General of Conservation and where required the **Minister of Conservation** (the Grantor)

AND

Hamilton City Council (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section(s) 53 (Taking or Killing of Wildlife for Certain Purposes) of the Wildlife Act 1953,

PERMITS the Authority Holder pursuant to section 38 of the Conservation Act 1987

subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Amy Robinson, RMA Manager, Hamilton acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: Anna Ginnaw

Witness Occupation: Statutory Process Manager

Witness Address: Department of Conservation, Level 4, 73 Rostrevor Street, Hamilton, 3204

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

Released under the Official Information Act

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	<p>Activity –</p> <ul style="list-style-type: none"> i. To catch alive ii. To handle iii. To kill <p>absolutely protected wildlife while undertaking vegetation clearance works as part of the Southern Links Project.</p> <p>Species</p> <ul style="list-style-type: none"> i. Copper skink – (<i>Oligosoma aeneum</i>) <p>Quantity – as required</p>
2.	The Land (Schedule 2, clause 2)	Private Lands within the Southern Links Project Area
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>s9(2)(a)</p> <p>f. Any other herpetologists approved by the Grantor</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 01 November 2019 and ending on and including 31 October 2026
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>Council Building Garden Place Hamilton 3240 Nathanael.savage@hcc.govt.nz</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team 73 Rostrevor Street Hamilton Email: permissionshamilton@doc.govt.nz</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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.6 The Authority Holder may publish authorised research results.
- 2.7 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 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 and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and 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 Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

11. What about the payment of costs?

11.1 The Authority 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. Biosecurity

12.1 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.

13. Are there any Special Conditions?

13.1 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 will prevail.

14. Can the Authority be varied?

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

SCHEDULE 3

SPECIAL CONDITIONS

Lizard Capture and Handling

1. Lizards must only be handled by people who are appropriately trained and experienced in lizard capture and handling, or under direct supervision of someone who is. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible. Capture and handling lizards must involve only techniques that minimise the risk of infection or injury to the animal.
2. The Authority Holder and other authorised personnel must be supervised by an experienced herpetologist, approved by the Grantor, until the Grantor is satisfied the Authority Holder is sufficiently experienced to continue unsupervised.
3. The Authority Holder must comply with the application as submitted to the Grantor to obtain this authorisation when undertaking any activity under this authority.
4. If traps are used, they must be covered to protect lizards from exposure and minimise stress. A small amount of damp leaf litter, or similar material, should be placed in the bottom to provide hiding places and reduce the risk of desiccation. Traps should be secured onto a secure surface to avoid disturbance from predators. Traps may be baited. All traps must be checked at least every 24 hours.
5. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
6. The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
7. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
8. Lizard capture, handling and relocation should be undertaken at a suitable time of year as advised by a suitably experienced herpetologist and the Grantor.
9. DOC Operations Manager(s) are to be contacted immediately for further advice if wildlife species classified as Threatened are located within the footprint of the proposed development or within the proposed release site. Separate application to translocate threatened species will be required.

Reporting

10. A report is to be submitted in writing to the DOC Operations Manager, Private Bag 3072, Hamilton, by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Species-Specific Management Plan. Each report must include:
- The species and number of any animals collected and released, and the GPS location (or a detailed map) of the collection points(s) and release point(s);
 - Include completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or herpetofauna@doc.govt.nz

Property of the Crown

11. All material collected remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material.
12. The Authority Holder must comply with any reasonable request from the grantor for access to any collected material.
13. The Authority Holder cannot sell the wildlife.

Mitigation Conditions:

14. The Authority Holder is only permitted to release wildlife:
- a. that are classified as Not Threatened or At-Risk species under the current threat classification system;
 - b. into release site(s) that are assessed by a qualified herpetologist as being of similar or better habitat than the source location, and capable of supporting that lizard species;
 - c. into release site(s) that are within five hundred (500) metres of the development footprint (or with consultation and agreement with the Grantor
 - d. into release site(s) where habitat for that species of wildlife has been enhanced and approved by a qualified herpetologist prior to relocation, using accepted techniques such as provision of extra refuges suitable for the species providing protection from predators (e.g. complex rock stack), or long-term predator control; and
 - e. into release site(s) where the site has long-term security from development or modification (e.g. Council or DOC- managed Reserves, covenants or District Plan provisions).
15. Any salvage operation for wildlife shall be accompanied by a translocation proposal or Species-Specific Management Plan that outlines, as a minimum, capture and handling techniques to be applied, the proposed relocation release site, management of the release site including provision for protection of relocated wildlife, provision of post-release monitoring, actions that will be followed in the event that Threatened lizard species are found within the development footprint and contingencies should establishment of salvaged wildlife fails. The translocation proposal or Species-Specific Management Plan shall be approved by the Grantor.

Killing of wildlife

16. The Authority Holder is permitted to kill wildlife provided all reasonable efforts have been made to meet all of the terms and conditions expressed and implied in this Authority.
17. If any lizards are injured as part of the Authorised Activity, the Authority Holder shall contact a suitably qualified herpetologist to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured animal(s) on recommendation of the qualified herpetologist

Salvage relocation and habitat enhancement

18. Where monitoring indicates that population establishment has failed, the Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the approved Lizard Management Plan and its parent document, the Environmental Management and Monitoring Plan to ensure adequate mitigation of effects has been achieved.
19. The local DOC Operations Manager are to be contacted immediately for further advice if wildlife species classified as Threatened are located within the footprint of the proposed development or within the proposed release site. separate application to translocate Threatened species will be required.
20. During wildlife salvage operations or construction, if Threatened wildlife are found within the footprint of the site, the Authority Holder must contact the local DOC Operations Manager. The Authority Holder must transfer the wildlife to an approved captive holding facility until a suitable release site is identified by the Grantor. A separate application to translocate Threatened species may be required. The costs of care and subsequent release are the responsibility of the Authority Holder.
21. If over twenty (20) individuals of any species are required to be moved a distance greater than 500m from the development footprint, a separate application to translocate over twenty (20) individuals is required.

Miscellaneous

22. The Authority Holder must adhere to the DOC-approved Lizard Management Plan and alternative restoration site within the Mangakotukutuku Gully, adjoining Edgeview Crescent, Fitzroy, Hamilton, as submitted to the Department of Conservation. Any amendments to the Lizard Management Plan must be approved by the Grantor.
23. A new clause is added to Schedule 2, 9.1 (c), to read as follows:
"or for any other reason that the Grantor may decide."



Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 80061-FAU

THIS DEED OF VARIATION OF AN AUTHORITY is made this 24th day of July 2020

PARTIES:

The Director General of Conservation, and where required, the Minister of Conservation (the Grantor)

AND

Hamilton City Council (the Authority Holder)

BACKGROUND

- A. By an Authorisation dated the 31st day of October 2019 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B. The Grantor hereby varies that Authority.

NOW BY THIS DEED the Grantor authorises as follows:

1. Variation

In exercise of the Grantor's powers under the Interpretation Act 1999 and the Wildlife Act 1953 the Grantor varies the Authority as follows:

- (i) *Schedule 1 Clause (3)(e) "Tonkin and Taylor staff members" is deleted and replaced with "Kelly Hayhurst".*
- (ii) *Schedule 1 Clause (3)(f) "Any other herpetologists approved by the Grantor" is deleted and replaced with s9(2)(a)*
- (iii) *To Schedule 1 Clause (3) add the following sub-clauses:*

s9(2)(a)

- (iv) *Schedule 3 Clause (1) is deleted and replaced with the following:*

"Lizards must only be handled by Authorised Personnel as per

Schedule 1 (3) or by people under the direct supervision of those listed as Authorised Personnel. Capture and handling lizards must involve only techniques that minimise the risk of infection or injury to the animal."

(v) *Schedule 3 Clause (2) is deleted.*

Pursuant to section 15 of the Interpretation Act 1999; and

Pursuant to section 53(5) of the Wildlife Act 1953

2. Confirmation of other Authority Covenants

Except to the extent to which they are amended by this Variation the provisions expressed and implied in the Authority continue to apply.

s9(2)(a)

SIGNED on behalf of the Grantor by Kay Scrimgeour, Operations Manager, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Paul Hardy

Witness Occupation: Community Ranger

Witness Address: 5 Northway St
TE Kapiti-Hamilton

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



Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 80120-FAU

THIS AUTHORITY is made this 6th day of December 2019

PARTIES:

The Director-General of Conservation and where required the **Minister of Conservation** (the Grantor)

AND

Museum of New Zealand Te Papa Tongarewa (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under sections 41, 53 and 55 of the Wildlife Act 1853, **AUTHORISES** the Authority Holder pursuant to section 5 and 49 of the National Parks Act 1980, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by **Nedra Burns, Operations Manager (Te Anau)** acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Olivia Brandt

Witness Occupation: Community Ranger, Department of Conservation

Witness Address: 27b Jackson Street, Te Anau 9600

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

Released under the Official Information Act

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>(a) To catch alive, handle and takes samples of 3 to 5 breast feathers from 10 broad-billed prions (<i>Pachyptila vittata</i>) for the purpose of research and education.</p> <p>(b) To collect and/or hold the dead specimens (or parts thereof) of the following species for the purpose of research and education:</p> <ul style="list-style-type: none"> (i) Grey Backed Storm Petrel (<i>Garrodia nereis</i>) (ii) Mottled Petrel (<i>Pterodroma inexpectata</i>) (iii) Broad-billed Prion (<i>Pachyptila vittata</i>) (iv) Sooty Shearwater (<i>Puffinis griseus</i>) <p>(c) Once collected all material is to be held at Museum of New Zealand Te Papa Tongarewa</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land:</p> <p>Collection from:</p> <p><u>Breaksea Sound, Fiordland National Park</u></p> <ul style="list-style-type: none"> a) Breaksea Island b) Hawea Island c) Wairaki Island d) Entry Island e) Gilbert Island f) Harbour Islands g) John Islands <p><u>Dusky Sound, Fiordland National Park</u></p> <ul style="list-style-type: none"> a) Prove Island b) Stop Island c) Passage Islands d) Many Islands <p><u>Doubtful Sound, Fiordland National Park</u></p> <ul style="list-style-type: none"> a) Secretary Island
3.	<p>Personnel authorised to undertake the</p>	<p>s9(2)(a)</p>

	Authorised Activity (Schedule 2, clause 3)	s9(2)(a)
4.	Term (Schedule 2, clause 4)	<p>(a) Collection of wildlife material: 10 December 2019 to 31 December 2020</p> <p>(b) Holding of wildlife material: 10 December 2019 to 01 December 2069</p>
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>169 Tory Street Te Aro Wellington 6140</p> <p>Phone: s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Department of Conservation, Permissions Team – Hamilton, 73 Rostrevor Street, Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

Released under the Official Information Act

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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.3 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.

2.6 The Authority Holder may publish authorised research results.

2.7 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 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 and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and 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 Authority **Holder's details specified in Schedule 1, Item 5** change then the Authority Holder must notify the Grantor within 5 working days of such change.
11. What about the payment of costs?
- 11.1 The Authority 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. Biosecurity
- 12.1 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.
13. Are there any Special Conditions?
- 13.1 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 will prevail.
14. Can the Authority be varied?
- 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

SCHEDULE 3

SPECIAL CONDITIONS

1. Crown Property
 - 1.1 Any wildlife collected under this Authority remains the property of the Crown. This includes dead wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Collecting Research Material
 - 2.1 The feathers of protected wildlife must be collected according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure.
 - 2.2 The export of any material derived from the wildlife will need specific authorisation.
 - 2.3 The Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife or wildlife material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
 - 2.4 No material collected pursuant to this Authority, being either the target material or other material contained within or derived from the target material, shall be used for commercial purposes or patenting, or registration of intellectual property rights on any derivatives.
 - 2.5 If any wildlife dies whilst collecting research samples the Authority Holder must:
 - (a) Inform the Te Anau DOC Office within 72 hours;
 - (b) Chill the body if it can be delivered in 72 hours, or freeze the body if delivery will take longer than 72 hours;
 - (c) Send, **at the Authority Holder's costs, the body to Massey University Wildlife Post-mortem Service** for a necropsy;
 - (d) Pay for any costs incurred in investigation of the death of the wildlife; and
 - (e) If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
3. Holding Dead Wildlife (or parts thereof)
 - 3.1 The Authority Holder shall only hold the deceased wildlife (or parts thereof) collected for educational purposes at the address stipulated in Schedule 1, Clause 2.
 - 3.2 The dead wildlife (or parts thereof) must not be disposed of, or transferred, with the written approval of the Grantor.
 - 3.3 The Authority Holder shall comply with any request from the Grantor access the deceased wildlife (or parts thereof) held by the Authority Holder.
4. Biosecurity
 - 4.1 The Authority Holder must comply with any Biosecurity requirements required by **the Grantor (and the Grantor's representatives) on entering and exiting public conservation land.**

5. Iwi consultation

- 5.1 Authorisation (or otherwise) for activities outlined in this document will be provided after the expiry of the iwi consultation phase on 10th December 2019. This will be notified by direct communication to the Authority holder in the field. No activity is to occur before this authorisation is given.

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 80135-FAU

THIS AUTHORITY is made this 11th day of November 2019

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)
AND

Parker Conservation Limited (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 (Taking or Killing of Wildlife for Certain Purposes) of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Aaron Fleming – Operations Director for the Southern South Island Region acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Alison Mountney

Witness Occupation: PA

Witness Address: 33 Don Street, Invercargill

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. <u>Activity:</u></p> <p>i. To catch, handle and mark New Zealand Falcon / Karearea <i>Falco novaeseelandiae</i></p> <p>b. <u>Quantity:</u></p> <p>i. Up to 50 adults and 150 juveniles</p> <p>c. <u>Methodology:</u></p> <p>i. The New Zealand Falcon will be located by playing falcon calls outside of the incubation phase. The adult falcons will be captured using either the Noose Hat or Bal-chatri trap method. For the Bal-chatri trap, a caged lure bird is the attractant for a falcon to approach and be caught in the short leg-nooses on the cage. For the noose-hat, the investigator is the lure. The noose hat is the preferred method, with Bal-chatri to be used as the secondary method. If the Bal-chatri trap proves necessary (falcon not captured by noose hat), a mist-net will be used to capture a house sparrow.</p> <p>ii. Each lure bird will only be used in the Bal-chatri for one exposure, before release back at the capture location.</p> <p>d. <u>Mark:</u></p> <p>i. Marking New Zealand Falcon / Karearea using bird bands only, for the purpose of distinguishing any wildlife.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Cardrona Valley and sides of valley - Central Otago (not on public conservation land)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s 9(2)(a) [REDACTED]</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 13 November 2019 and ending on and including 12 November 2024</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is: [REDACTED] s9(2)(a) [REDACTED] [REDACTED]</p>

		s9(2)(a)
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Hamilton Level 3 73 Rostrevor Street Hamilton permissionshamilton@doc.govt.nz

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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 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 liabilities?

5.1 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.**

5.2 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.

5.3 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.

6. What about compliance with legislation **and Grantor's** notices and directions?

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

7. When can the Authority be terminated?

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.

7.2 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.

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

8.1 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.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
- 9. What about the payment of costs?
 - 9.1 The Authority 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.
- 10. Are there any Special Conditions?
 - 10.1 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 will prevail.
- 11. Can the Authority be varied?
 - 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Death of wildlife associated with activities covered by the Authority

1. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must:
 - a. inform the Grantor within 24 hours.
 - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
 - c. send the body to Massey University Wildlife Post Mortem Service for necropsy along with details of the animal's history;
 - d. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
 - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

Euthanasia

2. The Authority Holder must not euthanise any wildlife unless:
 - a. the Authority Holder consults with the relevant Captive Co-ordinator (as applicable) and obtains authority from the Grantor; or
 - b. a veterinarian recommends euthanasia on animal welfare grounds; or
 - c. the Authority Holder euthanises the wildlife under direction from the Grantor.

Banded Wildlife

3. The number on any tags or bands found on dead marked individuals, or lost bands/tags, must be recorded and reported as instructed on the DOC website: <http://www.doc.govt.nz/our-work/bird-banding/reporting-a-bird-band/>.

Reports

4. Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to kuren@doc.govt.nz and permissionshamilton@doc.govt.nz.

Bird banding

5. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme Bird Bander's Manual.
6. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
7. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
8. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable. If a band is taken off a bird for any reason, it must NOT be used on another bird.

9. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
10. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template.
11. Designated Level 3 banders [REDACTED] s9(2)(a) [REDACTED] certified under the New Zealand National Bird Banding Scheme for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.
12. Colour banding (including the use of alpha-numeric bands and flags) is authorised, subject to prior approval of the colour band combinations and alpha-numeric codes by the Banding Office.

Released under the Official Information Act

Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 81158-FAU

THIS AUTHORITY is made this 28th day of January 2021

PARTIES:

The Director-General of Conservation (the Grantor)
AND

s9(2)(a) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)
SIGNED on behalf of the Grantor by **Duncan Toogood - Operations Manager, Geraldine** acting under delegated authority in the presence of:

s9(2)(a)
Witness Signature

Witness Name: *Chris Coulter*

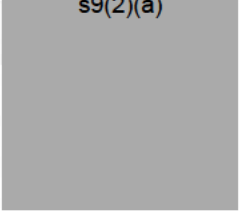
Witness Occupation: *Senior Ranger Community*

Witness Address: *22 George St Geraldine*

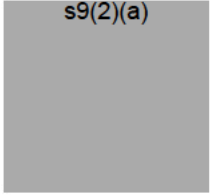
A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a) Activity –</p> <ul style="list-style-type: none"> i. To catch alive, have in possession and liberate absolutely protected wildlife for the purpose of species management. ii. To catch alive, have in possession and liberate absolutely protected wildlife for the purpose of monitoring. iii. To kill absolutely protected wildlife for the purpose of being unable to remove from the creek realignment zone. iv. To kill absolutely protected wildlife by humane euthanasia. <p>b) Species –</p> <ul style="list-style-type: none"> i. Southern grass skink (<i>Oligosona aff. polychrome clade 5</i>) <p>c) Quantity – All lizards on The Land</p> <p>d) Method –</p> <ul style="list-style-type: none"> i. catch – by <ul style="list-style-type: none"> a) G-minnow trap b) 1 L pitfall trap c) triple layered Artificial Cover Objects d) hand ii. hold – in separate cloth bags
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a) s9(2)(a)</p> <p>b) s9(2)(a)</p> <p>c) Any suitably qualified person who is signed off in writing by s9(2)(a) as qualified and is under the direction of s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>a) Catch alive, have in possession and liberate for the purpose of species management - Commencing on and including 31st January 2021 and ending on and including 31st May 2021.</p> <p>b) Catch alive, have in possession and liberate for the</p>

		<p>purpose of monitoring - Commencing on and including 31st January 2021 and ending on and including 31st December 2026.</p> <p>c) Kill absolutely protected wildlife for the purpose of being unable to remove from the creek realignment zone - Commencing on and including 31st January 2021 and ending on and including 31st May 2021.</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> 
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

s9(2)(a)



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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 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 liabilities?

- 5.1 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.

5.2 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.

5.3 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.

6. What about compliance with legislation and Grantor's notices and directions?

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

7. When can the Authority be terminated?

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.

7.2 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.

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

8.1 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.

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

9. What about the payment of costs?

9.1 The Authority 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.

10. Are there any Special Conditions?

- 10.1 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 will prevail.

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Permitted wildlife

1. The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 (1) using methods described in the Bioresarches Lizard Management Plan for Wakanui Creek Realignment dated 6 October 2020 (LMP), attached as Appendix 1.

Ownership of absolutely protected wildlife

2. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
3. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

Killing wildlife

4. The Authority Holder is permitted to kill wildlife provided reasonable efforts have been made to meet all of the terms and conditions expressed and implied in this Authority.

Euthanasia

5. If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact Personnel listed under Schedule 1(3) to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured lizard(s) on recommendation of the Personnel listed under Schedule 1(3) or a veterinarian.

Death of wildlife associated with salvage activities

6. If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
 - a. inform the Grantor (geraldine@doc.govt.nz) and permissionshamilton@doc.govt.nz within 72 hours,
 - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
 - c. send the body to Massey University Wildlife Post-Mortem Service for necropsy along with details of the animal's history;
 - d. pay for any costs incurred in investigation of the death of any lizard; and
 - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

Adhere to approved application

7. The Authorised Activity must be undertaken in accordance with the Bioresarches Lizard Management Plan for Wakanui Creek Realignment dated 6 October 2020, attached as Appendix 1.
8. 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.

Salvage relocation and habitat enhancement

9. The Authority Holder shall undertake habitat enhancement and monitoring as specified in Table 4.2 (Triggers for management and post-release monitoring) of the LMP.
10. The DOC Geraldine Operations Manager is to be contacted immediately (phone 03 693 1010 and email geraldine@doc.govt.nz) for further advice if wildlife other than those listed in Schedule 1 (1) are located within the footprint of the creek realignment or within the release site. A separate application to kill non-authorized species will be required.

Lizard capture and handling

11. Lizards must only be handled by Personnel Authorised to undertake this Activity – s9(2)(a) or anyone under the direct supervision of the Personnel Authorised.
12. Lizard capture, handling and relocation should be undertaken at a suitable time of year from September - May when lizards are active, as advised by a suitably experienced herpetologist.
13. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
14. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
15. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
16. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
17. The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.

18. The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols (see Appendix 2) when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus.
19. The Authority Holder must ensure all live capture traps are securely covered at all times, when set, to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided within the trap to reduce desiccation risk and the bottom of pit-fall traps must be perforated to allow drainage of water.
20. The Authority Holder must ensure all live capture traps contain retreats to minimise risk of predation events within the trap.
21. If any mortality is detected, due consideration shall be made, and documented, that show measures have been taken to reduce mortality. Measures may include, but are not limited to, providing additional protection from weather, undertaking rodent suppression by trapping and/or poisoning at the site; not conducting live-trapping where mouse numbers have irrupted following grass seeding (where predation has been the cause of mortality); twice-daily trap checks, switching catching devices, or some combination of these measures.

Lizard Salvage Reporting

22. A report is to be submitted in writing to the Grantor (geraldine@doc.govt.nz and permissionshamilton@doc.govt.nz) and to Te Taumutu Rūnanga s9(2)(a) by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Lizard Management Plan. Each report must include:
 - a. the permission number; and
 - b. the species and number of any animals collected and released; and
 - c. the GPS location (or a detailed map) of the collection point(s) and release point(s); and
 - d. results of all surveys, monitoring or research; and
 - e. mammalian pest control results including total trap catch numbers and bait replacement frequencies and volumes; and
 - f. a description of how the Lizard Management Plan was implemented including any difficulties encountered with capture and handling, how release sites were assessed, post release monitoring and what contingency actions were required.
23. Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or herpetofauna@doc.govt.nz.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 81177-FAU

THIS AUTHORITY is made this 09 day of April 2020

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)
AND

s9(2)(a) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 and 56(1) of the Wildlife Act 1953, and clause 39 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Jenny Nelson-Smith, Operations Manager acting under delegated authority

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>(a) Activity – To release wildlife identified at Schedule 1.1(b) for the augmentation of the existing populations.</p> <p>(b) Gamebird Species (“Gamebirds”): a. Mallard Duck (<i>Anas platyrhynchos</i>)</p> <p>(c) Quantity – No more than 150 Gamebirds per year for 5 years total from the species identified in Schedule 1.1(b) may be released.</p> <p>(d) Method – All Gamebirds shall be received by way of transfer from New Zealand Game Birds Limited.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 09 April 2020 and ending on and including 08 April 2025</p>
5.	<p>Authority Holder’s address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<p>Grantor’s address for notices</p>	<p>The Grantor’s address for all correspondence is:</p> <p>Permissions Team Level 1, John Wickliffe House 265 Princes Street, Dunedin, 9016 Email: permissionsdunedin@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 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 liabilities?

5.1 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**.

- 5.2 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.
- 5.3 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.
6. What about compliance with legislation **and Grantor's notices and** directions?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.
- 7.2 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.
8. How are notices sent and when are they received?
- 8.1 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.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority 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.

- 10. Are there any Special Conditions?
- 10.1 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 will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. All birds shall be released with unclipped wings.
3. All birds shall be released into open-topped pens, or into the wild no later than one month prior to the opening of the official game bird hunting season and no birds shall be caught up for re-release during the game bird hunting season or held for breeding purposes.
4. If birds are released from an enclosed pen, that pen shall be sealed off or removed.
5. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area. The Authority Holder shall provide **the Hawke's Bay Fish and Game Council with a** report containing information relating to the parental stock of the birds being released. This report shall be provided prior to the birds being released.
6. The Authority Holder shall provide an annual report to the Grantor and Hawke's Bay Fish and Game Council. This report shall be sent electronically to the Grantor at permissionshamilton@doc.govt.nz citing the Authority number 81177-FAU. This report shall be submitted by the 31st July each year, detailing the period ending 30 June;
 - (a) The number of progeny reared;
 - (b) The number of birds released;
7. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
8. The Authority Holder shall ensure that all the birds are free of avian diseases prior to the birds being released.
9. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
10. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason the Grantor may decide".
11. This Authority may be terminated if the authorised activity contradicts new policies introduced by the Fish and Game Council during the term of this Authority. In this situation Standard Condition 7.2 will be utilised.
12. As a pre-requisite to releasing any birds, the Authority Holder must contact the local iwi and inform them of their plans to release. The contact details are:

s9(2)(a)
13. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Scheme Bird Bander's Manual (**"the Bird Banding Manual"**):

- (a) Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
 - (b) Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
 - (c) The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
 - (d) If a band is taken off a bird for any reason, it must NOT be used on another bird.
 - (e) The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a completed copy of the band stock-take sheet by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
 - (f) Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard recovery format templates in electronic or paper form. Other recapture data can be submitted on these forms or on electronic spreadsheets.
 - (g) A designated Level 3 bander, certified for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision, but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander.
14. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Hawkes Bay Fish and Game Council.
15. If required by the Grantor, the Authority Holder shall make such improvement to the release location as the Grantor deems necessary and take such other steps as may be directed to ensure the welfare of the birds.
16. All birds shall be held in hygienic and humane conditions catering for their full dietary and space requirements over the period they are held, prior to their release.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 81215-FAU

THIS AUTHORITY is made this 09 day of April 2020

PARTIES:

The Director-General of Conservation and where required the **Minister of Conservation** (the Grantor)

AND

s9(2)(a) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 and 56(1) of the Wildlife Act 1953, and clause 39 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Jenny Nelson-Smith, Operations Manager acting under delegated authority

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>(a) Activity – To release wildlife identified at Schedule 1.1(b) for the augmentation of the existing populations.</p> <p>(b) Gamebird Species (“Gamebirds”):</p> <p>a. Mallard Duck (<i>Anas platyrhynchos</i>)</p> <p>b. Ring-necked Pheasant (<i>Pheasianus colchias</i>)</p> <p>(c) Quantity – No more than 350 Mallard Ducks and 500 Ring-necked Pheasants per year for 5 years total may be released.</p> <p>(d) Method – All Gamebirds shall be received by way of transfer from New Zealand Game Birds Limited.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>[REDACTED] s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>[REDACTED] s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 09 April 2020 and ending on and including 08 April 2025</p>
5.	<p>Authority Holder’s address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>[REDACTED] s9(2)(a)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
6.	<p>Grantor’s address for notices</p>	<p>The Grantor’s address for all correspondence is:</p> <p>Permissions Team</p> <p>Level 1, John Wickliffe House</p> <p>265 Princes Street, Dunedin, 9016</p> <p>Email: permissionsdunedin@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 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 liabilities?

5.1 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.**

- 5.2 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.
- 5.3 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.
6. What about compliance with legislation and **Grantor's notices and** directions?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.
- 7.2 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.
8. How are notices sent and when are they received?
- 8.1 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.
- 8.2 If the Authority **Holder's details specified in Schedule 1, Item 5** change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority 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.

- 10. Are there any Special Conditions?
- 10.1 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 will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. All birds shall be released with unclipped wings.
3. All birds shall be released into open-topped pens, or into the wild no later than one month prior to the opening of the official game bird hunting season and no birds shall be caught up for re-release during the game bird hunting season or held for breeding purposes.
4. If birds are released from an enclosed pen, that pen shall be sealed off or removed.
5. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area. The Authority Holder shall provide **the Hawke's Bay Fish and Game Council with a report containing** information relating to the parental stock of the birds being released. This report shall be provided prior to the birds being released.
6. **The Authority Holder shall provide an annual report to the Grantor and Hawke's Bay Fish and Game Council.** This report shall be sent electronically to the Grantor at permissionshamilton@doc.govt.nz citing the Authority number 81215-FAU. This report shall be submitted by the 31st July each year, detailing the period ending 30 June;
 - (a) The number of progeny reared;
 - (b) The number of birds released;
7. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
8. The Authority Holder shall ensure that all the birds are free of avian diseases prior to the birds being released.
9. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
10. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason the Grantor may decide".
11. This Authority may be terminated if the authorised activity contradicts new policies introduced by the Fish and Game Council during the term of this Authority. In this situation Standard Condition 7.2 will be utilised.
12. As a pre-requisite to releasing any birds, the Authority Holder must contact the local iwi and inform them of their plans to release. The contact details are:
Liz Munroe
Heretaunga Tamatea Settlement Trust CEO 027 443 9778
13. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Scheme Bird Bander's **Manual ("the Bird Banding Manual")**.

- (a) Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
 - (b) Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
 - (c) The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
 - (d) If a band is taken off a bird for any reason, it must NOT be used on another bird.
 - (e) The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a completed copy of the band stock-take sheet by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
 - (f) Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard recovery format templates in electronic or paper form. Other recapture data can be submitted on these forms or on electronic spreadsheets.
 - (g) A designated Level 3 bander, certified for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision, but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander.
13. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Hawkes Bay Fish and Game Council.
14. If required by the Grantor, the Authority Holder shall make such improvement to the release location as the Grantor deems necessary and take such other steps as may be directed to ensure the welfare of the birds.
15. All birds shall be held in hygienic and humane conditions catering for their full dietary and space requirements over the period they are held, prior to their release.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 81235-FAU

THIS AUTHORITY is made this 14th day of September 2020

PARTIES:

The Director-General of Conservation and where required the **Minister of Conservation** (the Grantor)

AND

Churchill Wetlands Trust (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 and 56(1) of the Wildlife Act 1953, and clause 39 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Ray Scrimgeour, Operations Manager Waikato acting under delegated authority

in the presence of:
s9(2)(a)

Witness Signature

Community Ranger Waikato

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>(a) Activity – To release wildlife identified at Schedule 1.1(b) for the augmentation of the existing populations.</p> <p>(b) Gamebird Species (“Gamebirds”): a. Mallard Duck. a. Ring Neck Pheasant.</p> <p>(c) Quantity – No more than 200 Mallard Ducks and 300 Ring Neck Pheasants may be released per year (defined as any 12-month period).</p> <p>(d) Method – all birds shall be received by way of transfer from Jeff Niblett (New Zealand Game Birds Limited) and released at the address in Schedule 1.2</p>
2.	The Land (Schedule 2, clause 2)	s9(2)(a)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 01 October 2020 and ending on and including 30 September 2025.
5.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	Grantor’s address for notices	<p>The Grantor’s address for all correspondence is:</p> <p>Permissions Team Level 1, John Wickliffe House 265 Princes Street, Dunedin, 9016 Email: permissionsdunedin@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 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 liabilities?

- 5.1 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.

5.2 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.

5.3 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.

6. What about compliance with legislation and Grantor's notices and directions?

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

7. When can the Authority be terminated?

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.

7.2 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.

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

8.1 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.

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

9. What about the payment of costs?

9.1 The Authority 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.

10. Are there any Special Conditions?

10.1 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 will prevail.

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority does not authorise the Authority Holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to be held in purpose-built aviaries on the property at Churchill Wetlands, Churchill Road, Glen Murray.
3. The birds and all enclosures in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Auckland/Waikato Fish and Game Council.
4. If required by the Grantor, the Authority Holder shall make such improvement to the enclosures referred to in Special Condition 3 as the Grantor deems necessary and take such other steps as may be directed to ensure the welfare of the birds.
5. All birds shall be held in hygienic and humane conditions catering for their full dietary and space requirements over the period they are held.
6. All birds shall be released with unclipped wings.
7. All birds shall be released into open-topped pens, or into the wild no later than one month prior to the opening of the official game bird hunting season and no birds shall be caught up for re-release during the game bird hunting season or held for breeding purposes.
8. If birds are released from an enclosed pen, that pen shall be sealed off or removed.
9. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area. The Authority Holder shall provide the Auckland/Waikato Region Fish and Game Council with a report containing information relating to the parental stock of the birds being released. This report shall be provided prior to the birds being released.
10. The Authority Holder shall provide an annual report to the Grantor and the Auckland/Waikato Fish and Game Council. This report shall be sent electronically to the Grantor at permissionshamilton@doc.govt.nz citing the Authority number 81235-FAU. This report shall be submitted by the 31st July detailing the period ending 30 June;
 - (a) The number of birds held
 - (b) The number of progeny reared
 - (c) The number of birds released
11. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
12. The Authority Holder shall ensure that all the birds are free of avian diseases prior to the birds being released.
13. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.

14. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason the Grantor may decide".
15. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Scheme Bird Bander's Manual ("the Bird Banding Manual"):
 - (a) Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
 - (b) Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
 - (c) The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
 - (d) If a band is taken off a bird for any reason, it must NOT be used on another bird.
 - (e) The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a completed copy of the band stock-take sheet by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
 - (f) Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard recovery format templates in electronic or paper form. Other recapture data can be submitted on these forms or on electronic spreadsheets.
 - (g) A designated Level 3 bander, certified for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 81275-CAP

THIS AUTHORITY is made this 7th day of July 2020

PARTIES:

The Director-General of Conservation and where required the **Minister of Conservation** (the Grantor)
AND

s9(2)(a) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Sections 53(2) and 56 (1) (ab) of the Wildlife Act 1953 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor
by Kirsty Prior
Operations Manager
Auckland District Office
acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Rebecca Rush

Witness Occupation: Senior Ranger/Supervisor, Community

Witness Address: Bledisloe House, 24 Wellesley Street, Auckland

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> i. to obtain alive the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of rehabilitation of sick and injured animals ii. to liberate the absolutely protected wildlife listed under Schedule 4 of this Authority <p>b. Quantity – as per Schedule 4 of this Authority</p> <p>c. Method –</p> <ul style="list-style-type: none"> i. obtain alive – by way of transfer from the public
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. to obtain alive – s9(2)(a)</p> <p>b. liberate – as per Schedule 3.8 of this Authority</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 7 July 2020 and ending on and including 6 July 2023</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is: s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is: Level 4 73 Rostrevor Street Hamilton 3240 permissionshamilton@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
 - 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
 - 2.5 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 liabilities?
 - 5.1 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**.

- 5.2 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.
- 5.3 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.
6. What about compliance with legislation **and Grantor's notices** and directions?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.
- 7.2 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.
8. How are notices sent and when are they received?
- 8.1 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.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority 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.

- 10. Are there any Special Conditions?
- 10.1 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 will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The Authority Holder may hold in possession the wildlife listed under Schedule 4 of this Authority.
4. Only animals which are likely to be releasable may be rehabilitated
5. The Authority Holder consents to any officer of the Grantor entering the Authority Holder's property at any reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species or facilities in which they are contained. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holder.
6. The Authority Holder must notify the Grantor immediately on receipt of a protected species.
7. All wildlife is to be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires longer than 3 months, an extension to this Authority is required to hold wildlife for any additional period. If any wildlife held under this Authority is found to be permanently injured the Authority Holder must immediately inform the Grantor and comply with any directions, subject to Schedule 3.8.
8. All wildlife must be released where it was found or as directed by the Grantor. For the avoidance of doubt, absolutely protected wildlife held under this Authority must not be released into any public conservation land, even if found there.
9. Notwithstanding Schedule 3.2, the Authority Holder may transfer the wildlife held under this authority to s9(2)(a) for the purpose of health checks.

10. The Authority holder must comply with the requirements of the Captive Health Care Workbook 2004, provided to the Authority Holder by the Grantor on approval of this Authorisation.
11. Wildlife held for rehabilitation shall not be displayed to the public
12. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances where the Grantor has given his/her prior written approval to meet such costs.
13. The Authority Holder must maintain annual records which detail the number and species of protected species treated during the previous 12 months and whether they were released or otherwise disposed of because of permanent injury or death. The Authority Holder must forward to the Grantor by 30 June in each year a copy of these annual records.
14. The annual records referred to at Schedule 3.13 of this Authority must be forwarded electronically to the Grantor to permissionshamilton@doc.govt.nz and warkworth@doc.govt.nz. The Authority Holder must cite Authorisation number 81275-CAP when submitting these reports.
15. The Authority Holder must make all annual records available for inspection at any reasonable time by an officer of the Grantor.
16. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold wildlife or participate in their rehabilitation.
17. Any wildlife which die whilst held in possession under this Authority must be surrendered to the Grantors Warkworth District Office, Unit 12, Hudson Road, Warkworth 0984.
18. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason that the Grantor may decide".

SCHEDULE 4

Common name	Scientific name	Quantity
1. New Zealand Pigeon	<i>Hemiphaga novaeseelandiae</i>	Up to 5 individuals at one time
2. Pukeko	<i>Porphyrio melanotus</i>	Up to 2 individuals at one time
3. Morepork	<i>Ninox novaeseelandiae</i>	Up to 5 individuals at one time
4. Tui	<i>Prothemadera novaeseelandiae</i>	Up to 5 individuals at one time
5. Swamp Harrier	<i>Circus approximans</i>	Up to 2 individuals at one time
6. Sacred Kingfisher	<i>Todiramphus sanctus</i>	Up to 5 individuals at one time

Released under the Official Information Act

Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 81306-FAU

THIS AUTHORITY is made this 3rd day of March 2020

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

National Institute of Water and Atmospheric Research Limited (NIWA) (the Authority Holder)

BACKGROUND:

- A.** The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B.** Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C.** The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section(s) 53 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955 and

PERMITS the Authority Holder pursuant to sections 49, 50 and 59A of the Reserves Act 1977 and Part 3B of the Conservation Act 1987 subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by Aaron Fleming, Operations Director acting under delegated authority

in the presence of:

Witness Signature





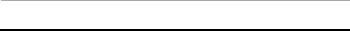
Witness Name: _____

Witness Occupation: _____

Witness Address: _____

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

SCHEDULE 1

a.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> i. To catch alive ii. To mark iii. To take samples from <p>b. Species –</p> <ul style="list-style-type: none"> i. Eastern rockhopper penguin (<i>Eudyptes filholi</i>) ii. Snares penguin (<i>Eudyptes robustus</i>) iii. Erect-crested penguin (<i>Eudyptes sclateri</i>) <p>c. Quantity –</p> <ul style="list-style-type: none"> i. Up to 50 of each bird species <p>d. Method –</p> <ul style="list-style-type: none"> i. Catch by hand ii. To mark by way of <ul style="list-style-type: none"> a. Attaching Migrate Technology Intigeo C330 light-based geolocation tag leg band iii. Blood samples <ul style="list-style-type: none"> a. Up to 0.5ml by way of venipuncture of brachial vein iv. Feather samples <ul style="list-style-type: none"> a. Up to four (4) per bird snipped off near the feather base using scissors
b.	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land:</p> <ul style="list-style-type: none"> a. Proclamation Island National Nature Reserve b. Antipodes Island National Nature Reserve c. Campbell Island National Nature reserve d. Disappointment Island National Nature Reserve e. North East Island National Nature Reserve
c.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. </p> <p>b. </p> <p>c. </p> <p>d. </p> <p>e. </p>
f.	<p>Term (Schedule 2, clause 4)</p>	<p>01 March 2020 – 28 February 2024</p>
g.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is: NIWA 301 Evans Bay Parade Hataitai Wellington</p>

		6021 Tel: 04 3860300 Email: David.thompson@niwa.co.nz
h.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions team Level 4 73 Rostrevor Street Hamilton 3204 Email: permissionshamilton@doc.govt.nz

Released under the Official Information Act

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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
 - 2.3 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.
 - 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
 - 2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
 - 2.6 The Authority Holder may publish authorised research results.
 - 2.7 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 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 and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and 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 Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
11. What about the payment of costs?
 - 11.1 The Authority 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. Biosecurity
 - 12.1 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.
13. Are there any Special Conditions?
 - 13.1 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 will prevail.
14. Can the Authority be varied?
 - 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

SCHEDULE 3

SPECIAL CONDITIONS

Ownership of absolutely protected wildlife

1. This Authorisation gives the Authority Holder the right to catch alive and mark absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell, or otherwise transfer to any third party any wildlife, material, including and genetic material, or any material propagated or cloned from such material, collected under this Authority.

Geolocation tag attachment

3. Migrate Technology Intigeo C330 light-based geolocation tags (Comprising no more than **5% of an animal's body weight**) may be attached to up to 50 Birds of each species. The Authority Holder is strongly encouraged to use best practice transmitter attachment methods.
4. During the authorised activity, any recaptured individuals found to be injured or otherwise adversely affected by a geolocation tag must have their geolocation tag removed and not fitted again. A full report of the details of the injury must be provided to the Grantor, to help develop best practice.
5. Every reasonable effort must be made to capture all individuals and remove geolocation tags at the conclusion of the Authorised Activity
6. The number on any tags or bands found on dead marked individuals; or lost bands/tags, must be recorded and reported as instructed on the DOC website:
<http://www.doc.govt.nz/our-work/bird-banding/reporting-a-bird-band/>
7. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National bird Scheme Bird Banders Manual ("the Bird Banding Manual").
8. A Level 3 certified Bander must oversee and be accountable for the Authorised Activity. Level 2 Banders may operate without direct supervision, but must operate under the general direction of a level 3 Bander. Level 1 Banders must be directly supervised by a Level 3 certified Bander.

Entry Permit

9. This Authority does not in itself, confer any right of access to any part of any Sub-Antarctic island. Approval for entry needs to be negotiated with DOC Invercargill. As part of that, the Authority holder may be asked to supply a health and safety plan, or to apply for and obtain a separate entry permit for each visit to those Islands by the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.

Bio Security – Sub-Antarctic Islands

10. The Authority Holder shall follow the biosecurity procedures put in place by the Grantor. A thorough inspection of all clothing and equipment is required, prior to a final quarantine

check at the Grantor's Southern Island Quarantine Store prior to departure. This includes a quarantine/inspection of the boat. All footwear will be washed with Trigene prior to landing, to prevent the spread of *Didymo* and related organisms.

11. The Authority Holder must take all personal precautions to ensure weeds and non-target species are not introduced to any offshore islands. This includes ensuring that all footwear, gaiters, packs and equipment used by the Authority Holder and her agents are cleaned and checked for pests before leaving the mainland and, if required by an agent of the Grantor, *between* individual island visits also.
12. Disturbance of soil, vegetation and animals, is to be kept to a minimum at all times when on the islands. Presence of humans is unavoidable, but should be limited to the time required to reach bird colonies, gather samples, attach tags and return to the shore.
13. No foreign plant or vegetative material, soil or rock is to be brought onto any island.
14. Vessels used to travel to the Sub-Antarctic Islands must comply with the Regional Coastal Plan: Kermadec and Sub-Antarctic Islands.
15. Except with prior the written consent of the Operations Manager, Murihiku all transport vessels shall leave from Bluff. All vessels shall meet the required level of quarantine as outlined in the Entry Permit and Sub-Antarctic Expedition Operating Procedures, including equipment and hull inspections.
16. All equipment used for the Authorised Activity shall be sterilised prior to use and/or purchased new for the project.

Historic Sites

17. There must be no disturbance of, or unnecessary interaction with, any historic site.
18. Should any Koiwi (human bones) or artefacts (taonga) be found, the Permit Holder must cease activity immediately and contact the **Grantor's nearest representative.**
19. All Authorised Personnel shall abide by the Sub-Antarctic Islands Minimum Impact Code and the attached Environmental and Water Care Codes.
20. Established access routes shall be used, when on the land.
21. The Authority holder and all of its representatives shall remain a minimum distance of 5.0 metres from individuals of all marine mammals, on any of the islands, unless sampling requirements make this impossible.
22. The Authority Holder shall, as far as is practicable, avoid undertaking the Authorised Activity in the view of tourists to the Island Sites.
23. The Authorised Activity shall be carried out for research purposes only and this research purpose shall be that contained within the scope of the application filed with the Grantor in respect of obtaining this Authority.
24. Following sample analysis, remaining sample material will be disposed of by combustion or deep burial as biowaste, in appropriate facilities in the universities where the analyses are carried-out.

Didymo

25. The Authority Holder must comply with the Ministry for Primary Industry (MPI)'s **"Check, Clean, Dry" cleaning methods to prevent the spread of didymo (Didymosphenia geminata)** and other freshwater pests when moving between islands and waterways. **"Check, Clean, Dry"** cleaning methods can be found at - <http://www.biosecurity.govt.nz/cleaning>. The Authority Holder must regularly check this website and update their precautions accordingly.

Records

26. All records of the Authorised Activity shall be made available for inspection at reasonable times by officers of the Grantor.

Reporting

27. If the Grantor so requests, the Authority Holder must keep the Grantor informed on the progress of this research.
28. The Authority Holder shall provide annual reports to the Grantor. These reports shall be electronically forwarded to the Operations Manager, Murihiku District at invercargill@doc.govt.nz and to permissionshamilton@doc.govt.nz quoting in all cases Authority no. 81306-FAU. They will consist of (i) A full report covering the research activity, and (ii) a summary report, of approximately 2 pages, of the research work, for Kaitiaki Roopu. Both must be received by the Grantor within 3 months of each visit to the Islands or by 31 March the following year, whichever comes first.
29. Upon completion of the research, the Authority Holder must forward a copy of the research findings, reports and publications to the Grantor within three months. This report shall include a table of all samples collected, and any implications for conservation management; and shall cite Authority Number 81306-FAU. The report should be emailed to invercargill@doc.govt.nz and permissionshamilton@doc.govt.nz. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua.

SCHEDULE 4

Environmental Care Code

Protect Plants and Animals

Treat New Zealand's plants and birds with care and respect. They are unique and often rare.

Remove Rubbish

Litter is unattractive, harmful to wildlife and can increase vermin and disease. Plan your visits to reduce rubbish, and carry out what you carry in.

Bury Toilet Waste

In areas without toilet facilities, bury your toilet waste in a shallow hole well away from waterways, tracks, campsites and huts.

Keep Streams and Lakes Clean

When cleaning and washing, take the water and wash well away from the water source. Because soaps and detergents are harmful to water life, drain used water into the soil to allow it to be filtered. If you suspect the water may be contaminated, either boil it for at least three minutes, or filter it, or chemically treat it.

Take Care With Fires

Portable fuel stoves are less harmful to the environment and are more efficient than fires. If you do use a fire, keep it small, use only dead wood and make sure it is out by dousing it with water and checking the ashes before leaving.

Camp Carefully

When camping, leave no trace of your visit.

Keep to the Track

By keeping to the track, where one exists, you lessen the chance of damaging fragile plants.

Consider Others

People visit island and rural areas for many reasons. Be considerate of other visitors who also have a right to enjoy the natural environment.

Respect Our Cultural Heritage

Many places in New Zealand have a spiritual and historical significance. Treat these places with consideration and respect.

Enjoy Your Visit

Enjoy your outdoor experience. Take a last look before leaving an area; will the next visitor know that you have been there?

SCHEDULE 5

Water Care Code

Find Out First

Find out and follow the regulations governing recreational use of waterways and access. They are **designed to minimise conflict between users and protect everyone's health and safety.**

Stay on Established Tracks and Use Existing Facilities

By using existing facilities, where these are provided, you run less chance of disturbing wildlife and damaging riverbanks and foreshores.

Take Care of Your Gear

Careless use of equipment can harm wildlife and other users.

Remove Rubbish

Litter is unattractive, harmful to wildlife and pollutes water. Plan your visit to reduce rubbish, and carry out what you carry in.

Dispose of Toilet Waste Properly

Improper disposal of toilet waste can contaminate water, damage the environment and is culturally offensive. Use disposal facilities where provided or bury waste in a shallow hole at least 50 metres away from waterways.

Be Careful with Chemicals

Use chemicals sparingly, and refuel with care. Dispose of cooking or washing water well away from the source.

Respect Our Cultural Heritage

Many New Zealand waterways have special cultural, spiritual or historical values. Treat these places with consideration and respect.

Take Only the Food You Need

When taking food from the sea or **freshwater, don't overdo it. Sustain life in our waterways** by taking only what you need and no more than the legal limit.

Consider Plants and Animals

Remember we are only visitors to water environments. Other animal and plant species live there all the time.

Consider Other People

Respect other visitors ... everyone has the right to enjoy the environment in safety.



Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 81306-FAU

THIS DEED OF VARIATION OF AN AUTHORITY is made this 8th day of January 2021

PARTIES:

The Director General of Conservation, and where required, the Minister of Conservation (the Grantor)

AND

National Institute of Water and Atmospheric Research Limited (NIWA) (the Authority Holder)

BACKGROUND

- A.** By an Authorisation dated the 3rd day of March 2020 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B.** The Grantor hereby varies that Authority.

NOW BY THIS DEED the Grantor authorises as follows:

1. Variation

In exercise of the Grantor's powers under the Wildlife Act the Grantor varies the Authority as follows:

- (i) To Schedule 1, item c. add as Personnel authorised to undertake the Authorised Activity;
 - “f. s9(2)(a)

Pursuant to section 53 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955 and sections 49 and 50 of the Reserves Act 1977.

2. Confirmation of other Authority Covenants

Except to the extent to which they are amended by this Variation the provisions expressed and implied in the Authority continue to apply.

3. Costs

The Authority Holder must pay the costs of and incidental to the preparation and completion of this Variation.

s9(2)(a)

SIGNED on behalf of the Grantor by Stephanie Bowman, Permissions Manager, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Vicki Crosbe

Witness Occupation: Permsions Advisor Team Lead

Witness Address: DOC, Dunedin

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



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 81335-FAU

THIS AUTHORITY is made this 1st day of November 2019

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)
AND

NZ Transport Agency (NZTA) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 and 56 (1) (ab) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules

s9(2)(a)

SIGNED on behalf of the Grantor by Deidre Ewart, Business Support Manager, acting under delegated authority

in the

s9(2)(a)

Witness signature

Witness Name: Pauline Adams

Witness Occupation: Permissions Advisor

Witness Address: Hokitika

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>a. Activity</p> <p>i. to remove the small pockets of skink habitat by sequential mowing using a weed eater</p> <p>ii. liberate the absolutely protected wildlife listed below</p> <p>b. Quantity – up to 100</p> <p>c. Species</p> <p>i. South Marlborough grass skinks (<i>Oligosoma aff. Polychroma Clade 3</i>)</p> <p>ii. Canterbury grass skink (<i>Oligosoma aff. Polychroma Clade 3</i>)</p> <p>d. Method</p> <p>i. Catch alive</p>
2.	The Land (Schedule 2, clause 2)	Hawkswood Culvert
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>1. s9(2)(a)</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 November 2019 and ending on and including 31 October 2024
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>Op 382 Te Atatu Road</p> <p>Te Atatu Peninsula</p> <p>AUCKLAND 0610</p> <p>richard.shaw@nzta.govt.nz</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Level 4</p> <p>73 Rostrevor Street</p> <p>Hamilton 3240</p> <p>permissionshamilton@doc.govt.nz</p>

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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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 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 liabilities?

- 5.1 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.

5.2 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.

5.3 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.

6. What about compliance with legislation and Grantor's notices and directions?

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

7. When can the Authority be terminated?

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.

7.2 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.

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

8.1 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.

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

9. What about the payment of costs?

- 9.1 The Authority 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.

10. Are there any Special Conditions?

- 10.1 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 will prevail.

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. The wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. The removal of the small pockets of suitable habitat at the culvert inlet and outlet will be by sequential mowing using a weed eater. The area should be mowed twice in the 2 weeks prior to the start of construction. The first time it should be cut down to no more than 20cm, then come back a week later to mow to ground level.
4. The habitat enhancement of St Anne's Lagoon will be undertaken as per the attached Lizard Management Plan in order to increase numbers of skinks elsewhere.
5. Lizards must only be handled by Personnel Authorised to undertake the activity as named under Schedule 1.3, or under the direct supervision of the authorised personnel.
6. A report is to be submitted in writing to Operations Manager, Mahaanui District Office (esienquiries@doc.govt.nz) and Rachel Brown on (rabrown@doc.govt.nz), by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Species Specific Management Plan. Each report must include:
 - a. The species and number of any animals collected and released;
 - b. The GPS location (or a detailed map) of the collection point(s) and release point(s);
 - c. Copies of approved assessment of environment effects (lizards); Lizard Management Plans or similar; and
 - d. Results of all surveys, monitoring or research
7. Completed Amphibian and Reptile Distribution Systems (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420, Wellington 6143 or herpetofauna@doc.govt.nz.
8. All traps must be deployed for a minimum of 10 days, in warm, sunny weather.

9. All traps must be deployed as per best practice prescriptions for their use as described in the Herpetofauna Module of the Department of Conservation's Inventory & Monitoring Toolbox, Greene & McNutt 2012.
10. The Authority Holder must undertake the Authorised activities in accordance with the Lizard Management Plan.
11. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason that the Grantor may decide"

Released under the Official Information Act

Appendix 1



Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 81354-CAP

THIS AUTHORITY is made this 13th day of February 2020

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation
(the Grantor)
AND

s9(2)(a) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 and 56 (1) (ab) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Duncan Toogood, Operations Manager, Geraldine District Office, acting under delegated authority

in the presence of:

s9(2)(a)

Witness signature

Witness Name: Chris Coulter

Witness Occupation: Supervisor Community.

Witness Address: 22 George Street Geraldine

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	Activity <ul style="list-style-type: none"> i. To obtain and temporarily hold the absolutely protected wildlife listed below in captivity for the purpose of rehabilitation ii. To liberate the absolutely protected wildlife held for the purpose of rehabilitation, iii. To obtain and hold in captivity and kill wildlife that require euthanising the absolutely protected wildlife, more specifically Harrier Hawks
2.	The Land (Schedule 2, clause 2)	s9(2)(a)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 st February 2020 and ending on and including 31 January 2030
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a)
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 3 73 Rostrevor Street HAMILTON 3240 Email: permissionshamilton@doc.govt.nz

s9(2)(a)

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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 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 liabilities?

- 5.1 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.

- 5.2 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.
- 5.3 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.
- 6. What about compliance with legislation and Grantor's notices and directions?**
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
- 7. When can the Authority be terminated?**
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.
 - (c) or for any other reason that the Grantor may decide
- 7.2 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.
- 8. How are notices sent and when are they received?**
- 8.1 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.
- 8.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
- 9. What about the payment of costs?**
- 9.1 The Authority 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.
- 10. Are there any Special Conditions?**
- 10.1 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 will prevail.
- 11. Can the Authority be varied?**
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of this Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. All wildlife is to be liberated as soon as it is in a fit condition to be released and cannot be held for longer than 3 months. If rehabilitation of an individual animal requires longer than 3 months, an extension to this Authority is required to hold wildlife for any additional period.
4. If any wildlife held under this Authority is found to be permanently injured the Authority Holder must immediately inform the Grantor and comply with any directions.
5. If the Grantor directs that any permanently injured wildlife held under this Authority shall be euthanised, the Authority Holder shall undertake euthanasia in a humane manner.
6. All wildlife shall be obtained at the land identified under Schedule 1.2 of this Authority.
7. The Authority Holder shall only obtain the wildlife in the Authority Holder's capacity as a veterinarian.
8. All wildlife obtained shall only be held at the land identified under Schedule 1.2 of this Authority.
9. All wildlife shall be liberated only at the land identified under Schedule 1.2.
10. The wildlife held under this Authority must not be displayed.
11. The Grantor is not liable for the costs of any veterinarian treatment to the protected species except in exceptional circumstances where the Grantor has given his/her prior written approval to meet such costs.
12. A solid partition wall must be constructed in the accommodation facility to separated harriers if two are to be held at one time.
13. The accommodation facility shall be constructed so that harriers cannot make physical contact with any wire mesh.
14. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold wildlife or participate in their rehabilitation.
15. The Authority Holder must notify the Grantor immediately on receipt of a threatened protected species.
16. The Authority Holder may euthanise any protected species on animal welfare grounds if it is recommended by a veterinarian, or where directed by the Department of Conservation. For acceptable methods of euthanasia, consult the policy document of the New Zealand Veterinary Association "Euthanasia of Avian Patients" *APPENDIX I*

17. The Authority Holder must complete and return both the "Wildlife Rehabilitators Self Audit Checklist" *APPENDIX II* and the Wildlife Rehabilitators Annual Report *APPENDIX III* on an annual basis by the 30th June and submit to permissionshamilton@doc.govt.nz
18. All media including photos, film and social media must not cause any distress or anxiety to the wildlife or disturb it in any way. All media must be explained in the context and setting of your rehabilitation operation i.e. that individuals are held in captivity for the purpose of rehabilitation with permission from the Grantor.

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APPENDIX I

Euthanasia of avian patients



Policy type: Policy

Reference: 16a

Status: Current

Date ratified: September 2017

This policy has been based on the American Veterinary Medical Association Guidelines for the Euthanasia of Animals: 2013 Edition. We acknowledge the work that the members of the AVMA Panel on Euthanasia have contributed.

1. Legal requirements and ethical responsibilities

As veterinarians, it is our responsibility to ensure that if an animal's life is to be taken, it is done with the highest degree of respect and with an emphasis on making the death as painless and distress free as possible. These guidelines attempt to balance the ideal of minimal pain and distress with the reality of the many environments in which euthanasia is performed.

1.1 Identification

It is essential to ensure that the animal to be euthanased is correctly identified. This is particularly important in the clinic setting where a bird may be dropped off by an owner to be euthanased when they are not present.

1.2 Informed consent

When an animal is owned, veterinarians must obtain informed consent before proceeding with euthanasia. The Veterinary Council Code of Professional Conduct details the process of obtaining informed consent. If the owner is under 18 years of age, has language difficulties or a limited mental capacity to provide consent, consideration should be given to identifying a support agent (such as a parent or interpreter) to assist. While consent may be given verbally and the process recorded in the medical record, validating the process by obtaining the client's signature on a euthanasia consent form provides additional protection.

1.3 Birds presented by an agent

When an animal is presented by an agent, rather than an owner, for euthanasia, it is important to take all necessary steps to assure yourself that the agent has the authority to act on behalf of the owner.

Ownership can be difficult to verify in birds, particularly if they are not microchipped or banded. Suitable enquiries should be made if the bird is not presented by its owner, to establish the facts and ensure the decision is genuine. Document all the steps taken to investigate the situation and ensure a signed euthanasia consent form is obtained.

1.4 Pet birds presented without any owner or agent

1.4.1 Euthanasia performed under section 138 of the Animal Welfare Act (1999)

In the case of a “severely injured or sick animal” presented to a veterinarian without an owner, under section 138 of the Animal Welfare Act (1999), veterinarians have the authority and an obligation to euthanase the animal, ONLY if “reasonable treatment will not be sufficient to make the animal respond and the animal will suffer unreasonable or unnecessary pain or distress if it continues to live” and the owner cannot be found within a reasonable time. There is no other situation that allows for veterinarians to legally euthanase an animal without an owner’s consent.

The Veterinary Council Code of Professional Conduct states “that where veterinarians act independently in reliance on section 138, they must be very sure that they follow all the obligatory procedural steps to minimise the risk of associated legal liability and should document the same”.

Where it is possible that the bird is owned, involve an SPCA inspector. If no inspector is available, contact a member of the police as they are deemed to be inspectors under the Animal Welfare Act of 1999. If the delay will not further compromise the severely sick or injured animal’s welfare, you can consider contacting VCNZ, NZVA or MPI animal welfare to discuss the case prior to acting.

1.5 Wildlife

1.5.1 Non-native, not protected birds

Where it is obvious that there is no person in charge of the bird (e.g. pigeons, magpies, blackbirds, thrushes etc), and the bird is severely injured or sick, the veterinarian is able to proceed with euthanasia of the bird without involving another authority.

1.5.2 Native and/or protected birds

If the veterinarian is presented with a native or protected bird that is injured or sick, it is advised to contact the Department of Conservation (DOC) as the custodians of native wildlife, prior to proceeding with euthanasia. This is especially vital for endangered wildlife. If the bird is severely injured or sick, such that its welfare is compromised, not reasonably rectifiable, and euthanasia is required to relieve suffering, the veterinarian is able to proceed with immediate euthanasia of the bird without involving any other authority, under section 138, Animal Welfare Act 1999 (see section 138 details above).

1.6 Owner's right to a second opinion

Owners who disagree with a veterinarian's recommendation to euthanase their pet, are entitled to seek a second opinion as long as the bird's welfare is not further compromised. The process is outlined in the Animal Welfare Act 1999.

2. Handling and restraint

The welfare aspects of all procedures that occur prior to irreversible loss of consciousness of the bird should be considered. These include any restraint and handling of the bird for the purposes of administering pre-euthanasia sedatives and anaesthetics, as well as for the ultimate lethal method. Proper handling is vital to minimise pain and distress in birds and to ensure the safety of the personnel performing the euthanasia.

Some latitude is needed to account for birds that are not accustomed to humans or that are severely injured or otherwise compromised. Personnel who perform euthanasia must demonstrate proficiency in the use of the technique, as well as in the humane restraint of the bird to be euthanased.

To minimise distress, veterinarians should strive to euthanase a bird within its physical and behavioural comfort zones and, where possible, prepare a calming environment. With regard to welfare impacts, the effects of species, age/life stage and particularly the health status of the bird must always be considered.

3. Recommended methods for euthanasing birds

Owners should be permitted to be present during euthanasia if they so wish. They should be fully informed about the process they are about to observe and their bird's likely behaviour. When euthanasia is conducted with an owner present, pre-euthanasia sedation or anaesthesia should be provided whenever practicable, either before or after the owner has had the opportunity to spend some final moments with their pet.

3.1 Intravenous injection of an overdose of barbiturate

This is the preferred method for euthanasia of birds. Barbiturates administered intravenously (medial metatarsal, brachial or right jugular vein) may be given alone as the sole agent of euthanasia or as the second step after sedation or general anaesthesia. It is strongly encouraged to heavily sedate or anaesthetise to provide anxiolysis, analgesia and somnolence to reduce animal distress, allow easier and safer intravenous access and reduce apnoeic gasping that could be distressing to observers. This is especially important in wild birds which are highly distressed when handled by humans. The experience of the handler must also be taken in to account and if inexperienced at safely handling birds, then sedation/anaesthesia of the patient is vital prior to attempting the intravenous injection. See section S5.2 of the AVMA guidelines.

3.2 Intracoelomic, intracardiac or intraosseous administration of barbiturate

These methods are only acceptable in fully anaesthetised patients. These routes should NEVER be used in a conscious bird, or when sedation alone is used.

These methods are acceptable when intravenous access would cause distress, be dangerous or impractical (eg. due to small patient size such as birds smaller than 400g).

Intraosseous and intracardiac routes are painful and stressful in conscious patients, while injection of pentobarbital into the abdomen (intracoelomic) can easily result in distribution through the air sacs and lungs and result in a welfare-compromised death by drowning.

Anaesthesia methods include induction with halothane, isoflurane or sevoflurane administered via face mask or in an induction chamber. Intramuscular induction methods are also suitable and include the use of agents such as tiletamine/zolazepam (4-25mg/kg)*, medetomidine/ketamine, (M) 50-100ug/kg* + (K) 3-10mg/kg*, or midazolam/butorphanol/ketamine, (Mi) 0.2-1mg/kg* + (B) 2-4mg/kg* + (K) 3-10mg/kg*, administered intramuscularly into the pectorals.

3.3 Injectable anaesthetic overdose

Injectable anaesthetic overdose e.g. combination of ketamine and xylazine given intravenously or intramuscularly, (K) 10-50mg/kg* + (X) 1-10mg/kg*, or propofol (10-20mg/kg*) given intravenously is acceptable for euthanasia when animal size, restraint requirements, or other circumstances indicate these drugs are the best option for euthanasia. Assurance of death is paramount and may require a second step, such as a barbiturate, or additional doses of the anaesthetic.

* General rule of thumb is to use higher doses for smaller patients.

3.4 Inhalant anaesthetic overdose (eg. halothane, isoflurane and sevoflurane)

Expose the animal to a high gas concentration using an anaesthetic vaporizer or soaked gauze in a closed container. If this latter method is used, ensure that the animal is exposed to vapor without direct contact of the inhalant liquid. Vapors are inhaled until respiration ceases and death ensues. Vapour exposure should be maintained for at least three minutes after apparent clinical death.

3.5 Physical methods

Personnel using physical methods of euthanasia must be appropriately trained:

I. Cervical dislocation

- i. Acceptable for poultry and other birds less than 3kg.
- ii. When feasible, a secondary method such as decapitation or exsanguination should be employed to ensure death.
- iii. Note that it can be difficult to learn a cervical dislocation technique that is quick and effective. It is advised to practice on dead birds prior to attempting on a live bird.

2. Decapitation

- i. Perform with dedicated and clean equipment that will ensure that the head is separated from the body rapidly and completely.
- ii. Should only be performed on small birds (<200g)

4. Unacceptable methods for euthanasia

4.1 Intracardiac, intraceolomic, subcutaneous, intramuscular, intrapulmonary and intrathecal routes of administration of euthanasia solutions, without prior anaesthesia

These methods are unacceptable for the administration of injectable euthanasia agents because of the limited information available regarding their effectiveness and the high probability of pain associated with injection in conscious animals.

Intracardiac administration in conscious patients should NEVER be performed as this results in distribution through the air sacs and lungs and death by drowning.

4.2 Administration of household chemicals, disinfectants, cleaning agents, and pesticides

These are not acceptable for administration as euthanasia agents.

4.3 Hypothermia, drowning, asphyxia, thoracic compression

These are not acceptable methods of euthanasia.

5. References

Field manual of wildlife diseases : general field procedures and diseases of birds / Biological Resources Division. Information and technology report ; 1999-001.
https://www.nwhc.usgs.gov/publications/field_manual/chapter_5.pdf

Finlayson D, Morgan K. (2014). Humane euthanasia methods for pet birds and wildlife. Vetscript, 27(8), 22-24.

Guanzini, L., Breyer, K., Pavak, T. (2016). Avian Euthanasia. Institutional Animal Care and Use Committee ACUP308.06. Cornell University
<https://ras.research.cornell.edu/care/documents/ACUPs/ACUP308.pdf>

Members of the Panel of Euthanasia. (2013). AVMA guidelines for the euthanasia of animals: 2013 edition. American Veterinary Medical Association. Schaumburg: American Veterinary Medical Association.

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APPENDIX II

WILDLIFE REHABILITATION Self-Audit Checklist

Wildlife rehabilitation is the rescue, medical care, rehabilitation and release of sick, injured or abandoned wildlife. The New Zealand Department of Conservation issues native animal rehabilitation permits (under the Wildlife Act 1953) to allow the captive care of protected wildlife and game species.

Wildlife rehabilitation is undertaken by a wide range of people in the community from young conservationists to experienced veterinarians. There are many reasons that people choose to rehabilitate wildlife – to give back to the community; for animal welfare reasons, or to contribute to biodiversity recovery.

PURPOSE

Current standards of care for wildlife in captivity can vary greatly depending on resources, knowledge and finances.

The guidelines outlined in this document are to assist holders of New Zealand native species to provide good standards of care. These have been developed to assist holders in meeting national animal welfare codes; legal obligations of the Department under the Wildlife Act 1953 and to minimise disease transfer between captive and wild native fauna. The Department is particularly concerned to minimise the risk of disease spreading from released wildlife into healthy wild populations. Any holder of native wildlife may be asked to meet additional quarantine and health screening protocols as required by the Department.

HOW TO USE THIS DOCUMENT

This checklist replaces the Captive Health Care Workbook (for rehabilitation permits only) and can be used by wildlife rehabilitators as a self-audit tool. This guide may also be used as part of a site visit or audit of a wildlife rehabilitation facility by the Department or external auditors as required.

The checklist is to be completed annually by the wildlife rehabilitator and submitted with the annual report to hamiltonpermissions@doc.govt.nz.

This checklist is based on legislation and minimum standards from the following documents:

- WReNNZ (2009). *Minimum Standards for Rehabilitators*. Retrieved from: <https://www.wrennz.org.nz/rehabilitation-standards>
- Ministry for Primary Industries. (2018). *Code of Welfare: Transport within New Zealand*. Retrieved from: <https://www.mpi.govt.nz/dmsdocument/1407-transport-within-new-zealand-animal-welfare-code-of-welfare>
- Ministry for Primary Industries. (2018). *Code of Welfare: Zoos*. Retrieved from: <https://www.mpi.govt.nz/dmsdocument/1455-zoo-animal-welfare-codes-of-welfare>
- Jakob-Hoff, R. (2004). *The Captive Health Care Workbook*. Department of Conservation Te Papa Atawhai, Wellington NZ.

For any queries related to this document please contact Janelle Ward: jaward@doc.govt.nz

1	FACILITY DETAILS		
1.1	Permit (Wildlife Act Authority) number		
1.2	Authority Holder		
1.3	Overall assessment: € Self-audit € DOC audit € Other _____	<i>Highlight or circle one:</i> Meets or exceeds all standards	Does not yet meet all standards
1.4	General comments or plans for progress		
1.5	Signature and Date (Authority Holder)		

2	SKILLS & EXPERIENCE			
	Staff/ Volunteer Name(s)	Training and / or certification <i>Please list any qualifications, training or experience</i>	Can identify species and life stages for all species listed in the permit Yes/ No	Experience and/ or training in wildlife first aid Yes / No
2.1				
2.2				
2.3				
2.4				
2.5	Staff members/ Volunteers (or the organisation) are members of WReNNZ (Wildlife Rehabilitators Network of NZ)			Yes / No
2.6	Comments – Skills & Experience			

3	HUMAN HEALTH AND SAFETY	FULLY MEETS CRITERIA	DOES NOT MEET CRITERIA	NOT APPLICABLE (N/A)
3.1	Managers, supervisors and staff comply with the Health and Safety at Work Act (2015). <i>(Note that 100% volunteer organisations are not liable under this Act, but it still pays to be familiar with this important legislation.)</i>			
3.2	Staff are aware of common diseases that can spread from animals to humans (zoonoses) and take precautions to minimise chance of infection <i>(Such as washing hands before eating, disinfection of food prep and cleaning areas, wearing Personal Protective Equipment PPE such as gloves)</i>			
3.3	Staff and volunteers understand the correct handling procedures for each species to minimise risk of bites and scratches.			
3.4	Equipment and drugs are appropriately handled, stored and disposed of.			
3.5	Notes/ Comments			
4	TRANSPORT	FULLY MEETS CRITERIA	DOES NOT MEET CRITERIA	NOT APPLICABLE (N/A)
4.1	Containment for the transport of animals is suitable for the species, size and weight of the animal that allows them to travel in a natural posture.			
4.2	Containers are well ventilated and provide protection from adverse weather or extremes of temperature			
4.3	Containers are secured to prevent movement during transport			
4.4	Journey times are limited to minimise stress and physical impacts of travel			
4.5	Stress is minimised by careful driving, minimal noise and optimum temperature (species dependent) during transport.			
4.6	If transporting by air, containment requirements are discussed with the intended airline in advance of the transport date.			
4.7	Notes/ Comments			
5	VETERINARY CARE	FULLY MEETS CRITERIA	DOES NOT MEET CRITERIA	NOT APPLICABLE (N/A)
5.1	Consults with a veterinarian for advice, protocols or individual animal consultations when required e.g. fractures, medications			

- 5.2 Follows prescriptions for individual animals or VOI (Veterinary Operating Instructions) to provide correct medications under direction of a veterinarian (e.g. antibiotics, pain relief) as required
- 5.3 A veterinarian is consulted if animals show signs of persistent regurgitation or vomiting, respiratory disease, diarrhoea, neurological disease, serious injury, inability to stand or move, or is comatose.
- 5.4 Veterinarian contact details and treatments are recorded.
- 5.4 **Notes/ Comments**

6	EUTHANASIA	FULLY MEETS CRITERIA	DOES NOT MEET CRITERIA	NOT APPLICABLE (N/A)
6.1	Euthanasia is carried out according to the conditions in the Wildlife Act Authority (permit)			
6.2	Euthanasia is carried out by trained personnel or a veterinarian			
6.3	Euthanasia is performed when a wild animal is unlikely to recover or thrive in the wild. <i>(UNLESS they are to be placed in a captive programme. Contact your regional DOC biodiversity officer for advice, who will contact the ZAA or Recovery Group as appropriate)</i>			
6.4	Bird Euthanasia is performed in accordance with the New Zealand Veterinary Association (NZVA) policy statement on Avian Euthanasia: See Appendices			
6.5	Cadavers are disposed of hygienically and in accordance with permit conditions. Cadavers are temporarily stored in a dedicated freezer, or are refrigerated if to be sent for post-mortem (under direction of the Department)			
6.6	The Department is consulted if a threatened species is euthanised or dies, in case a post mortem or special disposal is required.			
6.6	Notes/ Comments			
7	STRESS MINIMISATION	FULLY MEETS CRITERIA	DOES NOT MEET CRITERIA	NOT APPLICABLE (N/A)

- 7.1 Stress to captive wildlife is managed by:
- Minimising foot traffic and human proximity where animals are housed
 - Minimising noise, including voices, loud noises, music, etc
 - Separating predator and prey species
 - Preventing exposure to domestic pets
 - Minimising handling and treatment time

- 7.2 Interaction and attention from the public or media is minimised.
- 7.3 Wildlife undergoing rehabilitation shall not be displayed for public viewing, unless a site-specific advocacy plan has been approved by DOC.
- 7.4 Wildlife are handled by experienced personnel, or under the direct supervision of experienced personnel.
- 7.5 Wildlife are not stroked, patted or cuddled, or caused to be imprinted on people.
- 7.6 Screens, hides, plantings, artificial burrows or coverings are provided in enclosures to allow wildlife to hide from view, but do not block all light.
- 7.7 Enrichment such as foraging browse is provided (*not necessary for hospitalised/ critical care patients*).
- 7.8 **Notes/ Comments**

8	NUTRITION	FULLY MEETS CRITERIA	DOES NOT MEET CRITERIA	NOT APPLICABLE (N/A)
8.1	Species-appropriate nutrition is provided which is based on knowledge of the natural diet and up-to-date expert information, where available.			
8.2	Food is of good quality and is not spoiled when fed out. Food is replaced daily, or more frequently depending on species and food.			
8.3	Food is stored properly to reduce loss of nutrients and to prevent access by rodents or other pests.			
8.4	Quality Supplements are given as required. (E.g. Mazuri® Vita-Zu® Bird Tablets if feeding frozen fish). Use according to directions of the product labelling or direction of a veterinarian / nutritionist.			
8.5	Food and drinking water is provided in a way that is easy for the animal to access, and prevents contamination.			
8.6	Notes/ Comments			

9	HUSBANDRY	FULLY MEETS CRITERIA	DOES NOT MEET CRITERIA	NOT APPLICABLE (N/A)
9.1	Equipment used to clean enclosures/ cages is cleaned and stored tidily			

- 9.2 Provides species-appropriate husbandry (enclosures, browse, perches, day to day care) for all animals in care.
- 9.3 No species are mixed together in the same aviary or cage
- 9.4 Facilities and equipment are maintained to minimise risk of harm or injury to animals.
- 9.5 Sufficient shelter and shade is provided to protect animals from extremes of rain, wind, flooding and temperature.
- 9.6 Housing provided is appropriate to the degree and type of injury, and the stage of rehabilitation
- 9.7 Additional cages or holding areas are available to enable separation or isolation of animals if required.
- 9.8 Species requiring physical fitness are provided adequate aviary, pool or enclosure space and/or fitness training prior to release.
- 9.9 Predator control is undertaken for outdoor aviaries and enclosures.
- 9.10 Aviaries are provided with natural environmental enrichment to encourage natural behaviours.
- 9.11 **Notes/ Comments**

10	HYGIENE	FULLY MEETS CRITERIA	DOES NOT MEET CRITERIA	NOT APPLICABLE (N/A)
10.1	A quarantine or isolation area is provided to separate infectious animals from healthy animals			
10.2	Holding cages are cleaned of faeces/ urine/ droppings and stale food daily			
10.3	Frequently used basking, perching or feeding sites are scrubbed/cleaned regularly to prevent build-up of animal waste			
10.4	Hands are washed (soap/ disinfectant) and dried before handling animal food and after cleaning or handling animals.			
10.5	Food preparation areas, utensils and dishes are washed, air dried and kept clean between uses.			
10.6	Disease screening or diagnostic testing is undertaken if required (in consultation with DOC and/or a veterinarian)			
10.7	Equipment used for wildlife is scrubbed, disinfected, rinsed thoroughly and dried before re-use. Disinfectants used are safe for the species.			
10.8	Animal and food waste is stored and disposed of in a hygienic manner that complies with local bylaws.			
10.9	The substrate of cages and aviaries is changed / replenished / cleaned regularly to prevent build-up of animal wastes and organic matter.			

- 10.10 Ponds or pools are maintained to ensure the absence of rotting organic matter *(These can be a source of botulism, algal blooms or other diseases)*
- 10.11 Rodents and wild birds such as sparrows are prevented from entering aviaries and enclosures.
- 10.12 Dead animals are handled with appropriate PPE and stored such that transmission of infection to other animals or people is minimised.
- 10.13 **Notes/ Comments**

11	PATIENT RECORDS	FULLY MEETS CRITERIA	DOES NOT MEET CRITERIA	NOT APPLICABLE (N/A)
11.1	Admission records include: <ul style="list-style-type: none"> History Species Location found and date 			
11.2	Individual patient records are kept which include: <ul style="list-style-type: none"> Initial physical examination Daily observations (as required) Progress reports Veterinary treatments Release information 			
11.3	Wildlife are weighed on arrival, prior to medical treatment (to ensure correct medication dose); prior to release and/ or daily to monitor weight loss or gain when hospitalised. <i>(Not required in aviaries)</i>			
11.4	Outcomes of individual cases are recorded (released, died, euthanised, in progress or transferred) and an annual report sent to DOC as stated in the permit conditions.			
11.5	Notes/ Comments			
12	RELEASE	FULLY MEETS CRITERIA	DOES NOT MEET CRITERIA	NOT APPLICABLE (N/A)

- 12.1 Patient progress is assessed and recorded at appropriate intervals
- 12.2 Only those animals which meet the criteria to function normally in the wild are released. Refer to release criteria for the species or animal group where this exists.
- 12.3 The Department is consulted for any animals which do not meet the release criteria to discuss options of humane euthanasia or inclusion in a captive management programme if appropriate.

- 12.4 Animals are released into appropriate conditions that ensure the best chance of survival and reduce unnecessary suffering e.g. good weather, enough wind, calm seas
- 12.5 Release is undertaken according to permit conditions.
- 12.6 **Notes/ Comments**

13	EGG AND INCUBATOR HYGIENE	FULLY MEETS CRITERIA	DOES NOT MEET CRITERIA	NOT APPLICABLE (N/A)
13.1	Standards of care for eggs and incubators should follow the guidelines in the Auckland Zoo Egg Incubation Hygiene Protocol (Office reference: OLDDM-721759)			
13.2	Notes/ Comments			

APPENDIX III

REHABILITATOR'S ANNUAL REPORT

Rehabilitator's Name _____

Address _____

Authority ID _____

Annual Report for _____ (e.g. date)

Date Received	Species	Location found	Assessment e.g. type of injury	Vet referral y/n	Treatment	Outcome e.g. released, died, euthanased	Date of Outcome
e.g. 01/01/08	kereru	Waitangi Park	sprained wing	y	bandage	released	18/01/08

Instructions: Use the template above to record the animals you have seen and held for rehabilitation. Short notes are preferable e.g. for "Treatment" you might note that the animal had "antibiotics and a bandage"

You can use the table above to write your report or you may prefer to copy the headings onto paper or into another format e.g. an Excel spreadsheet. You may wish to separate out the Outcome into separate columns (released, died, etc) for each patient for ease of record-keeping.

This information will be used by DOC to assess the injuries being seen in wildlife.

Date Received: Record the date the animal arrived at your facility.

Species: What species is the animal, common name or scientific name.

Location found: Record where the animal was collected from.

Assessment: What is wrong with the animal? E.g. Broken wing, starvation, cat attack, orphaned, head injury

Vet referral: Did you seek veterinary attention for this animal? Yes or no

Treatment: What treatment did the animal receive? E.g. bandage, splint, antibiotics, pain relief, tube feeding, fluids, feeding etc

Outcome (and where): e.g. released, died, euthanased. If still in rehab at the time of reporting, write "pending".

Date of outcome: i.e. date of release, death or euthanasia. If the animal was released, include the location where it was released.

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FULL PHYSICAL EXAMINATION FORM (Birds and Reptiles)

Species _____

Age _____ Sex _____ ID _____

Method of restraint: ☒ manual ☐ chemical

Drugs used: _____

☒ = normal ☐ = abnormal

A. General observations

1. Behaviour ☐ 2. Movements ☐
3. Body condition ☐ 4. Body weight _____
5. Urine/urates ☐ 6. Faeces ☐

B. Vital signs

1. Body temperature = ____ °C
2. Heart rate = ____ /minute
3. Respiration rate = ____ /minute
4. Capillary refill time = ____
5. Colour of membranes lining inside of mouth _____
6. Hydration: ☐ normal ☐ dehydrated

C. Skin/feathers/scales

D. Head and neck

1. Ears ☐ 2. Eyes/eyelids ☐ 3. Nostrils ☐
4. Teeth ☐ 5. Inside mouth ☐ 6. Neck ☐
7. Crop ☐ 8. Windpipe ☐ 9. Bill ☐

E. Chest

1. Visual ☐ 2. Feel ☐
3. Stethoscope ☐

F Abdomen

1. Visual ☐ 2. Feel ☐
3. Stethoscope ☐

G. Limbs

1. Muscles/bones ☐ 2. Joints ☐
3. Feet/claws ☐

H. Tail

1. Tail ☒ 2. Vent/cloaca ☐
3. Hemipenes ☒

I Spine

Diagnostic samples taken:

Comments (abonormal observations only):

Official Information Act

Assessment of health:

Examiner: _____

Date: _____

See over for 'instructions for the full physical examination form'

Instructions for the Full Physical Examination form

What to Look For

A. GENERAL OBSERVATIONS

Observe the animal from a distance without physical restraint and look for signs of abnormal behaviour, posture and body movements. You may also be able to observe appetite, thirst, preening, breathing at rest, reactions to sounds (hearing) and visual stimuli (sight).

Check for droppings in the enclosure and assess their quantity, consistency, colour and smell. Note that the dark, solid part is the faeces, the white part is the urates and the colourless part is the urine.

Body condition in birds is generally assessed by feeling muscle mass over the keel bone – it varies between species but generally the keel bone should not feel sharp. In healthy reptiles there should be good muscle coverage along the spine, including the tail and hips.

B. VITAL SIGNS

- **Body temperatures** are recorded with a rectal thermometer – standard thermometers are not accurate in recording the high temp. of birds or the low temps of reptiles.
- **Respiration rates** are recorded by counting the number of breaths per minute.
- **Heart rate** is the number of heart beats per minute – a stethoscope is needed.
- **Colour of membranes lining the inside of mouth** should be pink – can be hard to assess in animals with pigment inside mouths – in these you can check the vent by slightly everting it.
- **A well hydrated bird or reptile** has skin that glides easily over the muscles and returns to its normal position smoothly when pinched and let go; the eyes are glistening and not sunken, the inside of the mouth is also glistening and not dry.

C. SKIN/FEATHERS/SCALES

Check skin for wounds, swellings, scabs, bruises, scars, abnormal colour or thickening, loss of scales or feathers and constrictions due to old injuries or improper sloughing

Check for signs of moult/skin shedding and normal growth of feathers.

Check individual feathers for 'stress lines' in the webbing and note how far they are along the shaft. Look for external parasites.

Unfeathered skin around bill, eyes, nostrils, legs, feet and vent of birds should be checked for pox.

D. HEAD AND NECK

Ears – check for discharges and swellings in those species with visible ear canals

Eyes/eyelids – check for normal movement, opacities, wounds, colour change, discharges, swellings in or around the eyes (includes sinuses)

Nostrils – discharges (e.g bubble blowing), blockage, swellings

Teeth – loss of teeth, tooth wear, colour, deposits, receding gum line, abnormal colour of gums

Inside mouth – check tongue, choanal slit in roof of mouth, entrance to trachea (glottis), check for blood, cream coloured plaques, ulcers, excess mucus

Neck/Crop/Windpipe – check normal movement and feel muscles, feel for crop at base of neck and feel along the windpipe for any swellings (e.g. thyroid glands)

Bill – Check normal shape, colour, strength and movement

E. CHEST

Observe for symmetry and movement, gently feel for broken ribs, note reactions to touch, listen to lung and heart sounds (doppler stethoscope works best in reptiles)

F. ABDOMEN

Observe for swelling, symmetry; gently feel outline of internal organs (where possible) and for presence of excess fluid, tumours, eggs, etc. Listen for normal gut sounds (very subtle)

G. LIMBS

Check for breaks and deformities, normal muscle mass, free joint movement, swollen joints, claw size and shape, swellings on foot pads, wounds, leg band constrictions

H. TAIL

In reptiles check for signs of previous tail loss, check preen gland in birds, check for swellings or discharge from vent, look for prolapse of cloaca and/or hemipenes.

I. SPINE

Check for prominence of spine, curvature, movement and swellings.

Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 81389-FAU

THIS AUTHORITY is made this 17th day of December 2019

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

Mercury NZ Limited and **Tanenuiarangi Manawatu Incorporated** (the Authority Holder)

BACKGROUND:

- A. The Minister of Conservation and the Director-General of Conservation are empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisations issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under sections 41(1)(g), 53(1) and 53 (2) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by David Speirs
Director, Operations
Hamilton Service Centre
acting under delegated authority
in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Jessica Te Whaiti

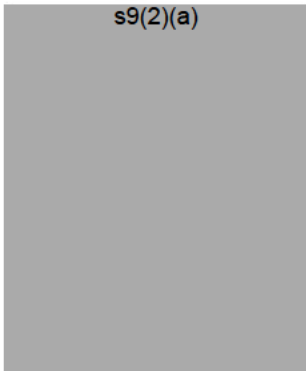
Witness Occupation: Permissions Adviser

Witness Address: 73 Rostrevor street, Hamilton

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> i. to catch alive and liberate the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of species management subject to Schedule 3.1 ii. to catch alive and liberate the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of monitoring Schedule 3.1 iii. to kill for the purpose of being unable to remove from the construction zone, the absolutely protected wildlife listed under Schedule 4 of this Authority subject to Schedule 3.1 iv. to have in possession the dead bodies of absolutely protected subject to Schedule 3.2 <p>b. Quantity – as required</p> <p>c. Method –</p> <ul style="list-style-type: none"> i. catch alive <ul style="list-style-type: none"> a. by hand b. onduline artificial covered objects c. closed cell foam covers d. pitfall traps e. G-Minnow traps
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. catch alive and kill - within the footprint of the Turitea wind farm, Turitea Reserve, Manawatu as per the Lizard Management Plan contained under Schedule 5 of this Authorisation</p> <p>b. liberate</p> <ul style="list-style-type: none"> i. within the lizard management area within the footprint of the Turitea wind farm, Turitea Reserve, Manawatu as per the Lizard Management Plan contained under Schedule 5 of this Authorisation; or, ii. into the Turitea Reserve Water Catchment Area, Manawatu as per the Lizard Management Plan contained under Schedule 5 of this Authorisation <p>c. catch alive and liberate for monitoring – within the</p>

		lizard management area within the footprint of the Turitea Reserve, Manawatu, as per the Lizard Management Plan contained under Schedule 5 of this Authority
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a) 
4.	Term (Schedule 2, clause 4)	<ul style="list-style-type: none"> a. catch alive and liberate for species management - commencing on and including 17 December 2019 and ending on and including 31 March 2020 subject to Schedule 3.1 b. catch alive and liberate for monitoring - commencing on and including 1 March 2021 and ending on and including 30 June 2030 subject to Schedule 3.1 c. kill - commencing on and including 17 December 2019 and ending on and including 31 March 2020 subject to Schedule 3.1
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's addresses in New Zealand are:</p> <ul style="list-style-type: none"> a. Mercury NZ Limited 33 Broadway Newmarket Auckland 1023 b. Tanenuiarangi Manawatu Incorporated 140-148 Maxwells Line Palmerston North 4412
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is: Level 4, 73 Rostrevor Street, Hamilton 3240 permissionshamilton@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 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 liabilities?

- 5.1 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.

5.2 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.

5.3 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.

6. What about compliance with legislation and Grantor's notices and directions?

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

7. When can the Authority be terminated?

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.

7.2 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.

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

8.1 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.

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

9. What about the payment of costs?

9.1 The Authority 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.

10. Are there any Special Conditions?

10.1 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 will prevail.

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. The Lizard Management Plan titled "*Lizard Management Plan for the Turitea Windfarm*" annexed to this Authority as Schedule 5, forms a Part of this Authority.
2. The Management Plan titled "*Management Plan for Incidental Fauna Discoveries at the Turitea Windfarm*" annexed to this Authority as Schedule 6, forms a Part of this Authority.
3. For the purpose of this Authority, the Management Plan titled "*Management Plan for Incidental Fauna Discoveries at the Turitea Windfarm*" under Schedule 6, is deemed as final and approved, although indicated in draft.
4. The Authorised Activities must be undertaken in accordance with the Plans under Schedules 5 and 6.
5. Schedule 2 clause 2.3 is deleted.
6. Schedule 2 clause 2.5 is deleted.
7. Clause 7.1 of Schedule 2 is deleted and replaced with the following:

The Grantor may terminate this Authority at any time in respect of the whole or any part of 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; or
- (c) the Grantor so decides for any reason the Grantor wishes.

SCHEDULE 4

Common name	Scientific name
1. Barking gecko	<i>Naultinus punctatus</i>
2. Ngahere gecko	<i>Mokopirirakau</i> "southern North Island"
3. Northern grass skink	<i>Oligosoma polychroma</i>
4. Copper skink	<i>Oligosoma aeneum</i>
5. Raukawa gecko	<i>Woodworthia maculata</i>
6. Ornate skink	<i>Oligosoma ornatum</i>
7. Brown skink	<i>Oligosoma zealandicum</i>

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 81390-CAP

THIS AUTHORITY is made this 22nd day of October of 2020.

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

s9(2)(a) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor AUTHORISES the Authority Holder under Section 53(2)(a) of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Helen Rowlands, Operations Manager (Acting), Tamaki Makaurau acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

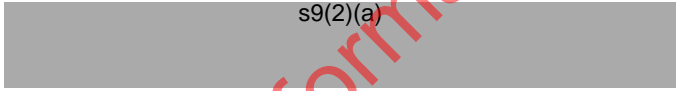
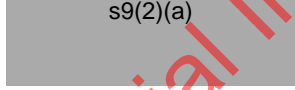
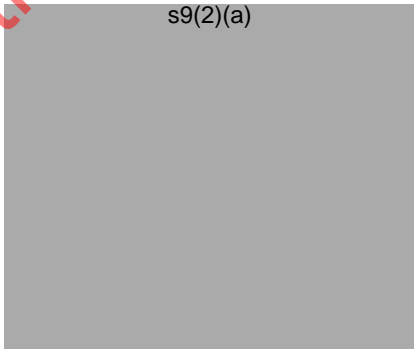
Witness Name: Rebecca Rush

Witness Occupation: Supervisor, Community

Witness Address: 24 Wellesley Street, Auckland

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>a. Activity – to obtain alive and have in possession absolutely protected wildlife protected under the Wildlife Act 1953.</p> <p>b. Species – as per Schedule 4.</p> <p>c. Amount – as required subject to Schedule 3 Clause 18.</p> <p>d. Purpose – to hold in permanent captivity for insurance purposes.</p>
2.	The Land (Schedule 2, clause 2)	a.  s9(2)(a)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	a.  s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 22 October 2020 and ending on and including 21 October 2023.
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p>  s9(2)(a)
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 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 liabilities?

5.1 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.**

- 5.2 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.
- 5.3 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.
6. What about compliance with legislation **and Grantor's notices and** directions?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.
- 7.2 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.
8. How are notices sent and when are they received?
- 8.1 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.
- 8.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority 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.

- 10. Are there any Special Conditions?
- 10.1 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 will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority gives the Authority Holder the right to hold wildlife in accordance with the terms and conditions of the Authority, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
3. Unless expressly authorised by the Grantor in writing, the Authority Holder must not sell or trade to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
4. The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.
5. The Authority Holder may transfer the wildlife, and progeny thereof, in their possession to any person only if that person holds a current wildlife act authorisation issued by the Department of Conservation to obtain such species from the Authority Holder and to hold them captive.
6. The wildlife and their progeny must not be released into the wild unless directly instructed by the Grantor, and in accordance with an approved translocation proposal.
7. The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to other parties subject to the following conditions:

Transfer is only permitted where:

- a. the other person holds an Authority to keep the protected species in captivity as per Schedule 3.5; or
- b. the transfer is to a DOC facility.

8. The Authorised Activity must be undertaken in accordance with the current best practice guidance as set out in the Best Practice Guide to keeping New Zealand lizards in captivity (www.doc.govt.nz/captivelizards).
9. The Authority Holder must give consent to any officer of the Grantor entering the Authority Holder's property at any reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species or facilities in which they are contained.
10. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
11. The Grantor may recover costs of inspections from the Authority Holder.
12. Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):

- a. transferring lizards for breeding programmes,

- b. making available individuals for release, and
c. maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
13. If any wildlife should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards (www.doc.govt.nz/captivelizards).
 14. Wildlife enclosure(s) must meet the minimum standards as outlined in the Best Practice Guide to keeping New Zealand lizards in captivity (www.doc.govt.nz/captivelizards).
 15. Wildlife and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
 16. Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
 17. The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
 18. The Authority holder is responsible for managing numbers of animals to ensure that no more are held than that can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity (www.doc.govt.nz/captivelizards).
 19. The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
 20. The Authority Holder must keep detailed records of the lizards held which include:
 - a. original wild source location
 - b. location of previous holding facility and holder
 - c. parentage including generations in captivity and relatedness
 - d. births of any lizards including identification of offspring,
 - e. mass at least once per year
 - f. snout to vent length at least once per year
 - g. deaths and details of any exchange of wildlife with other holders.

These records are to be available for inspection by officers of the Grantor at all reasonable times. The Authority Holder must retain these records for 10 years and must be included in the Annual Report as per Schedule 3.21.

21. The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31st October of each year. This report must be submitted electronically to permissionshamilton@doc.govt.nz. It is acknowledged that this report may be forwarded to tangata whenua.
22. This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.

23. The Authority Holder must follow the directions of any relevant Captive Management Plans and/or approved Husbandry Manuals and the DOC appointed Captive Co-ordinator (if any).
24. Where Authority Holders deviate from best practice recommendation, full records of the changes and husbandry must be reported in the annual report, for the purposes of updating best practice.
25. The Authority Holder must ensure that NO mixing and interbreeding of geographic populations (or species) occurs.
26. If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change
27. The Authority Holder must notify the Grantor if they no longer wish to hold lizards. The lizards must be kept until a decision has been made on re-housing by the Grantor, after consultation with the Authority Holder.
28. A new sub clause is added at Schedule 2 7.1 which reads:
“(c) or for any other purpose the Grantor decides”
29. Schedule 2 clause 2.2, 2.3, 2.5 and 2.6 are deleted.

SCHEDULE 4

CATEGORY AND SPECIES

Category A

Common Name	Scientific name
Shore Skink	<i>Oligosoma smithii</i>

Category B

Common Name	Scientific name
Duvaucels Gecko	<i>Hoplodactylus duvaucelii</i>
Starred (Nelson Green) Gecko	<i>Naultinus stellatus</i>
Moko Skink	<i>Oligosoma moco</i>
Jewelled Gecko	<i>Naultinus gemmeus</i>

Category C

Common Name	Scientific name
Small Scaled Skink	<i>Oligosoma microlepis</i>

Released under the Official Information Act



Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 81390-CAP

THIS DEED OF VARIATION OF AN AUTHORITY is made this 1st day of December 2021

PARTIES:

The Director General of Conservation, and where required, the Minister of Conservation (the Grantor)

AND

s9(2)(a) (the Authority Holder)

BACKGROUND

- A.** By an Authorisation dated the 22 day of October 2020 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B.** The Grantor hereby varies that Authority.

NOW BY THIS DEED the Grantor authorises as follows:

1. Variation

In exercise of the Grantor's powers under the Wildlife Act the Grantor varies the Authority as follows:

Here set out the clauses that have been varied

- (i) To list Species in Schedule 4 as:

Common Name	Scientific name
Shore Skink	<i>Oligosoma smithii</i>
Duvaucels Gecko	<i>Hoplodactylus duvaucelii</i>
Starred (Nelson Green) Gecko	<i>Naultinus stellatus</i>
Moko Skink	<i>Oligosoma moco</i>
Jewelled Gecko	<i>Naultinus gemmeus</i>
Small Scaled Skink	<i>Oligosoma microlepis</i>

- (ii) To Schedule 4 add a new species:

McGregor's Skink	<i>Oligosoma macgregori</i>
------------------	-----------------------------

2. Confirmation of other Authority Covenants

Except to the extent to which they are amended by this Variation the provisions expressed and implied in the Authority continue to apply.

3. Costs

The Authority Holder must pay the costs of and incidental to the preparation and completion of this Variation.

s9(2)(a)

SIGNED on behalf of the Grantor by Rebecca Rush, Operations Manger, Tamaki Makaurau acting under delegated authority

in the presence of: Clara Wilson, Permissions Advisor, Hamilton.

s9(2)(a)

Witness Signature

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

Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 81403-FAU

THIS AUTHORITY is made this 20th day of December 2019

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

Oceana Gold (New Zealand) Limited (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 (1)-(2) of the Wildlife Act 1953 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor
by Deidre Ewart

Business Support Manager, Planning, Permisission and Land
Hmailton Service Centre

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>a. Activity –</p> <ul style="list-style-type: none"> i. to catch alive and liberate the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of monitoring subject to Schedule 3.1 ii. to kill for the purpose of being unable to remove from the construction zone, the absolutely protected wildlife listed under Schedule 4 of this Authority subject to Schedule 3.1 <p>b. Quantity – as many as are present</p> <p>c. Method – catch alive using pitfall traps</p>
2.	The Land (Schedule 2, clause 2)	The Coronation North Mine, Otago, legal description being Part Section 2 Block V, Highlay Survey District held under Certificate of Title OT15A/514
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>a. s9(2)(a)</p> <p>b.</p> <p>c.</p>
4.	Term (Schedule 2, clause 4)	<p>a. kill - commencing on and including 20 December 2019 and ending on and including 31 October 2020</p> <p>b. catch alive and liberate for monitoring – commencing on 20 December 2019 and ending on and including 19 December 2022</p>
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Level 4 73 Rostrevor Street Hamilton 3240 permissionshamilton@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 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 liabilities?

- 5.1 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.

5.2 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.

5.3 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.

6. What about compliance with legislation and Grantor's notices and directions?

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

7. When can the Authority be terminated?

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.

7.2 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.

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

8.1 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.

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

9. What about the payment of costs?

9.1 The Authority 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.

10. Are there any Special Conditions?

10.1 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 will prevail.

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. The Authority Holder must undertake the Authorised activities in accordance with:
 - a. the application submitted to the Grantor on 20 September 2019 and dated 20 September 2019, and;
 - b. its approved Resource Consents, Consent numbers WDC reference 201.2019.1241 and DCC reference LUC-2019-42, conditions 15.5-7 and 15.10-12
2. The Authority Holder must in accordance with its approved Resource Consents, conduct a survey of lizards, at a minimum in the 'give up' area shown in Figure 1 and the catchments that are connected to it, to confirm the extent and relative abundance of cryptic skink population (and other rare skinks (e.g. green skink) if they are detected).
3. The survey referred to at Schedule 3. 2 must:
 - a. occur during spring to autumn and will only be undertaken during appropriate weather conditions that maximise the chance of detection;
 - b. occur over a minimum of three person days;
 - c. focus around the known cryptic skink location and radiate out from that centre to similar/preferred habitat;
 - d. be undertaken by an appropriately qualified herpetologist with proven experience in lizard surveys; and
 - e. the consent holder will consult with the Department of Conservation on the survey design and methodology.

4. In consultation with the Department of Conservation the consent holder shall develop and implement a monitoring programme to provide evidence to support or otherwise the stated objective. The monitoring programme shall:
 - a. include the frequency of lizard invertebrate monitoring surveys to be conducted
 - b. be conducted for a minimum of three years and then a decision to extend will be based on a comparison of the results against the objective.
5. A report is to be submitted in writing to the DOC Operations Manager, (Alexandra District Office, Alexandra@doc.govt.nz) by 30 June each year for the life of this Authorisation, summarising outcomes. Each report must include:
 - a. the species and number of any animals found;
 - b. the GPS location (or a detailed map) of the collection point(s) and release point(s);
 - c. results of all surveys, monitoring or research.
 - d. description of how the Resource Consent conditions were implemented including any difficulties encountered with capture and handling, and what contingency actions were required,
6. The Authority Holder is permitted to kill wildlife provided reasonable efforts have been made to meet all of the terms and conditions expressed and implied in this Authority.
7. Lizards must only be handled by the Personnel Authorised to undertake this Activity named in Schedule .3, or under the direct supervision of the Authorised Personnel.
8. Lizard capture, handling and relocation should be undertaken at a suitable time of year when lizards are active, as advised by a suitably experienced herpetologist.
9. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
10. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
11. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
12. The Authority Holder must ensure all live capture traps are checked at least every 24 hours.
13. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.

14. The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
15. If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact Personnel listed under Schedule 1.3 to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured lizard(s) on recommendation of the Personnel listed under Schedule 1.3 or vet.
16. Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or herpetofauna@doc.govt.nz.
17. Schedule 2 clause 2.3 is deleted
18. Schedule 2 clause 2.5 is deleted.
19. Clause 7.1 of Schedule 2 is deleted and replaced with the following:

The Grantor may terminate this Authority at any time in respect of the whole or any part of 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; or
- (c) the Grantor so decides for any reason the Grantor wishes.

SCHEDULE 4

Common name	Scientific name
1. Southern grass skink	Oligosoma aff. polychroma (Clade 5 genotype)
2. McCann's skink	Oligosoma maccanni (Clade 4 genotype)
3. Cryptic skink	Oligosoma inconspicuum
4. Green skink	Oligosoma chloronoton
5. Korero gecko	Woodworthia sp. 'Otago Large'

Released under the Official Information Act



Wildlife Act Authority for wildlife located on public conservation land [and other land]

Authorisation Number: 81420-FAU

THIS AUTHORITY is made this 25th day of June 2020

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

Auckland Council (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53(2) of the Wildlife Act 1953, clause 38 of the Wildlife Regulations 1955 and **PERMITS** the Authority Holder pursuant to section 50 of the Reserves Act 1977 subject to conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor
by Andrew Baucke
Director, Operations, Auckland Region
acting under delegated authority, in the presence of:

s9(2)(a)

Witness Signature

Witness Name: _____ Laura Chartres _____

Witness Occupation: _____ Personal Assistant _____

Witness Address: _____ Department of Conservation, 24 Wellesley Street, Auckland 1010

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	<p>a. Activity</p> <ul style="list-style-type: none"> i. to catch alive and liberate absolutely protected wildlife (Hihi/Stitchbird (<i>Notiomystis cincta</i>)) for the purpose of species management ii. to mark Hihi/Stitchbird (<i>Notiomystis cincta</i>) for the purpose of distinguishing any wildlife iii. to take Hihi/Stitchbird (<i>Notiomystis cincta</i>) from a scientific reserve iv. to use nets and traps in a scientific reserve <p>b. Quantity- up to a maximum of 160 individuals</p> <p>c. Method –</p> <ul style="list-style-type: none"> i. catch alive <ul style="list-style-type: none"> a. feeder cages b. mist nets c. hand nets ii. marking – by way of banding
2.	The Land (Schedule 2, clause 2)	<p>a. to catch alive and mark</p> <ul style="list-style-type: none"> i. Tiritiri Matangi Island Scientific Reserve <p>b. to liberate</p> <ul style="list-style-type: none"> i. Shakespear Open Sanctuary, Whangaparoa Peninsula ii. Tawharanui Open Sanctuary, 1181 Takatu Road, Tawharanui Peninsula 0986
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>a. s9(2)(a)</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p> <p>f.</p> <p>g.</p> <p>h.</p> <p>i.</p>

		<p>j. s9(2)(a)</p> <p>k.</p> <p>l. Te Kawerau a Maki Iwi members as per schedule 3.35, 3.38.</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 25 June 2020 and ending on and including 31 December 2024
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>Level 2 Bledisloe House 24 Wellesley Street Auckland 2105 Fax: 09 301-0100 Email: Matt.Maitland@aucklandcouncil.govt.nz</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Level 4 73 Rostrevor Street Hamilton 3240 permissionshamilton@doc.govt.nz</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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.6 The Authority Holder may publish authorised research results.
- 2.7 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 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 and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and 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 Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

11. What about the payment of costs?

- 11.1 The Authority 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. Biosecurity

- 12.1 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.

13. Are there any Special Conditions?

- 13.1 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 will prevail.

14. Can the Authority be varied?

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

SCHEDULE 3

SPECIAL CONDITIONS

Adhere with translocation proposal

1. The translocation of wildlife must be undertaken in accordance with the approved translocation proposal and any amendments titled "*The Translocation of Hihi to Shakespear and Tawharanui Open Sanctuaries*"
2. The Authority Holder must ensure that all persons operating under this Authority comply with the conditions of this Authority and the approved translocation proposal.

Transfer Detail

3. Up to forty (40) juvenile Hihi/Stitchbird of approximately equal sex ratio may be translocated from Tiritiri Matangi Matangi Island Scientific Reserve to Tāwharanui Open Sanctuary and Shakespear Open Sanctuary in any one year, for a maximum of two translocations per site, being a total of eighty (80) birds maximum per site.
4. Prior to any transfer of Stitchbird in 2021, the Authorised Holder must notify (in writing) the Grantor between 1 February and 31 March of the number of Hihi/Stitchbird (not being more than 40) it wishes to transfer from Tiritiri Matangi that year. The Grantor will consider the most recent Hihi/Stitchbird Recovery Group population modelling and will determine the number, age and gender of Hihi/Stitchbird that may be transferred. The Grantor's determination will be provided in writing to the Holder, who must transfer the Hihi/Stitchbird in accordance with this Authorisation and must not transfer more Hihi/Stitchbird than has been determined. The determination may be nil.
5. This Authorisation cannot be exercised in relation to Tāwharanui Open Sanctuary until the Grantor is satisfied that pest mammal incursions have been controlled to a level where the Grantor considers transferred Hihi/Stitchbird and any offspring are protected from predatory activities of pests. To meet this condition, the Authority Holder may provide information to the Grantor and the Grantor may seek information at any time from any person. Hihi/Stitchbird may be transferred to Tāwharanui Open Sanctuary in accordance with this Authorisation only after the Grantor has provided written confirmation to the Holder that the Grantor is satisfied the pest mammal incursions have been controlled appropriately.

Transfer Conditions

6. The holding, transfer and release must follow that detailed in the current version of the Department of Conservation's (Department's) "Hihi Best Practice Manual". Any deviations from this best practice document must be requested in writing to the Grantor and will require a written variation to this authority.
7. All Hihi/Stitchbird must only be handled by persons who have been approved in writing as Stitchbird handlers by the Hihi Recovery Group or who are under the direct supervision of an approved Hihi/Stitchbird handler.
8. No manipulation or handling of the protected wildlife other than for husbandry or welfare purposes is authorised without prior consultation with the Grantor.

9. All Hihi/Stitchbird must be handled as carefully as possible, but if any should die, or is found dead, the body is to be refrigerated and forwarded, at the Authority Holder's costs, with full details to Massey University for autopsy. If a bird is injured it is to be taken to where the Grantor so directs. The Grantor's Warkworth District Office Operations Manager must also be notified within 24 hours.

Translocation Monitoring

10. The Grantor will review the results of each transfer. The Grantor may require amendments to the translocation design and/or targets in the approved Translocation Proposal before further transfers are approved.
11. Post translocation monitoring shall be carried out in accordance in agreement with the Hihi Recovery Group.

Wildlife Health Management

12. The Authority Holder is responsible to ensure standards are met as set out in the Department of Conservation's "Wildlife Health Management Standard Operating Procedures".
13. The Authority Holder will ensure that the Hygiene Checklist as defined in Wildlife Health Management Standard Operating Procedures is used to identify procedures to be carried out prior to entering Tiritiri Mataangi Island.
14. The Authority Holder must comply with the requirements of the Captive Health Care Workbook published January 2004 and any approved husbandry manual for the species.
15. The Authority Holder is responsible to ensure that the Translocation Disease Management Process is followed utilising Part A "The Disease Risk Assessment Tool" (DOCDM-655538) and Part B: "Translocation Health Management Plan". The completed Translocation Health Management Plan must be submitted to the Department of Conservation with the transfer report. Disease screening results must be submitted to the National Wildlife Health Database.
16. The Authority Holder must immediately seek veterinary advice for the management of any injured birds and must provide for subsequent care and rehabilitation.
17. Kevin Parker may take cloacal swab samples from the wildlife for the purpose of health checks.
18. Kevin Parker may take blood samples from each individual bird for the purpose of health checks. All blood samples must not exceed fifty (50) microlitres in quantity.
19. Blood collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection.
20. Two (2) blood smear sample slides may be taken and transferred to the following:
 - a. Gribbles Veterinary, 37-41 Carbine Road, Mount Wellington Auckland 1060
 - b. Massey University, Tennent Drive, Palmerston North 4474.

21. Blood samples taken under this Authority must not be used for or made available to be used for research.
22. Schedule 2 clause 2.6 is deleted.

Translocation Reporting

23. Within two months of completion of each individual transfer the Authority Holder must provide a transfer report to the Grantor and the Hihi Recovery Group in respect of the translocation of any wildlife authorised by this Authority. This report must be electronically forwarded to the Grantor at warkworth@doc.govt.nz and permissionshamilton@doc.govt.nz citing Authority number 50851-FAU.
24. The Authority Holder must provide an annual monitoring report to the Grantor in respect of the translocation of any wildlife authorised by this Authority. This report must be electronically forwarded to the Grantor at warkworth@doc.govt.nz and permissionshamilton@doc.govt.nz citing Authority number 50851-FAU. This report must be submitted by 30 June annually.
25. Upon expiry or termination of this Authority, the Authority Holder must forward a full, final report of this activity to the Grantor within one month. The final report must be electronically forwarded to the Grantor at warkworth@doc.govt.nz and permissionshamilton@doc.govt.nz citing Authority number 50851-FAU.
26. All reports must follow the Grantors Reporting Instructions for Translocations or as agreed with the Grantor or as outlined in the approved translocation proposal.
27. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

Banding

28. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding Scheme Bird Bander's Manual.
29. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
30. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to bandingoffice@doc.govt.nz) as soon as possible after the incident but at least within one week.
31. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
32. If a band is taken off a bird for any reason, it must NOT be used on another bird.
33. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)

34. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbbs-data-spreadsheet.xlsx>)
35. A designated Level 3 Certified bander, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision, but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.
36. Colour banding (including the use of alpha-numeric bands and flags) is authorised, subject to prior approval of the colour band combinations and alpha-numeric codes by the Banding Office.

Mist-netting

37. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the New Zealand National Bird Scheme Bird Bander's Manual (2011 edition) ("the Bird Banding Manual").
38. s9(2)(a), a designated Level 3 Certified mist-netter, certified under the NZNBBS, must oversee and be accountable for the Authorised Activity. Level 2 mist-netters may operate without direct supervision, but must operate under the general direction of a Level 3 Certified mist-netter. Level 1 mist-netter must be directly supervised by a Level 3 Certified mist-netter. All operators capturing or marking birds must be registered with the NZNBBS.
39. The Authority Holder must not leave any mist-net lines, poles or nets unattended at any place where they may endanger wildlife or the public (e.g. across quad tracks).
40. Sites for the Authorised Activity shall be selected to avoid, or minimise, the need for cutting down or clearing vegetation, or causing any damage to any historic heritage site. Sites for the Authorised Activity shall be selected to avoid, or minimise, the catching, or killing (as defined in the Wildlife Act 1953) of non-target species of wildlife.
41. The Authority Holder must comply with biosecurity protocols as directed by the Department of Conservation staff.
42. The Authority Holder must comply with, and ensure its clients comply with, the Department of Conservation's Biosecurity checklist for visiting pest-free islands regarding biosecurity measures; including checking footwear, clothing and gear for pests before departure from the mainland.
43. Any commercial vessels to be taken to Tiriitiri Matangi Island must have previously been inspected by the Ranger Services (Biosecurity), or hold a Pest-free Warrant.

44. The Authority Holder must travel to Tiritiri Matangi Island on a vessel which holds a valid wharf landing permit or wharf licence if using the wharf.
45. Notwithstanding Schedule 2.2.3, the Authority Holder must notify the Tiritiri Matangi Island Ranger (Emma Dunning, s9(2)(a)) at least one week prior to the Activity taking place and shall comply with any directions of the Ranger.
46. If any of the catch alive location iwi and/or liberating locations iwi have communicated that their iwi be represented, and/or that specific tikanga and protocols observances be carried out during any of the stages of the translocation, then every effort must be made for this to happen in consultation with the affected iwi.
47. A new clause 5.1.1 is added to Schedule 2, to read as follows:
"The Authority Holder must, as far as is practicable, take all reasonable care not to trample or damage any plant species in the vicinity where the Authorised Activity will take place at Tiritiri Matangi Island Scientific Reserve".
48. A new clause 9.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason that the Grantor may decide".



Department of Conservation
Te Papa Atawhai

File Ref: 81426-FAU

02 November 2020

s9(2)(a)

EcologyGroup Massey University
Private Bag 102-904
North Shore City Mail Centre
Auckland 0745
New Zealand
For the attention of: Manuela Barry

Dear s9(2)(a)

Re: WILDLIFE ACT AUTHORITY APPLICATION 81426-FAU APPROVAL

I am pleased to advise you that your application for a Wildlife Act Authority has been approved and I am now able to offer you an authority outlining the terms and conditions of this approval. Please find the authority enclosed.

This document contains all the terms and conditions of your authorisation to undertake the activity and represents the formal approval from the Department for Manuela Barry to carry out the activity.

Please read the terms carefully so that you clearly understand your obligations.

Yours sincerely,

s9(2)(a)

Lydia Haigh
Permissions Advisor
Hokitika Shared Services

Released under the Official Information Act



Wildlife Act Authority for wildlife located on public conservation land [and other land]

Authorisation Number: 81426-FAU

THIS AUTHORITY is made this 2nd day of November 2020

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

s9(2)(a) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section(s) 41(1)(g) and 53(2) (a) of the Wildlife Act 1953, clause 38 of the Wildlife Regulations 1955 and section 50 of the Reserves Act 1977
PERMITS the Authority Holder pursuant to section 59A(1) of the Reserves Act 1977 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Andrew Baucke, Operations Director, Auckland Region
acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Laura CHARTRES

Witness Occupation: Personal Assistant

Witness Address: 24 Wellesley Street West, Auckland 1010

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a. Activity:</p> <ul style="list-style-type: none"> i. To catch alive for the purpose of species management Duvaucel's gecko (<i>Hoplodactylus duvaucelii</i>) ii. To liberate Duvaucel's gecko (<i>Hoplodactylus duvaucelii</i>) iii. To mark for the purpose of distinguishing any wildlife, Duvaucel's gecko (<i>Hoplodactylus duvaucelii</i>) iv. To take specified fauna, being Duvaucel's gecko (<i>Hoplodactylus duvaucelii</i>) found in a recreation reserve <p>i. To use traps in a recreation reserve</p> <p>ii. To carry out lizard monitoring surveys in a reserve</p> <p>b. Quantity</p> <ul style="list-style-type: none"> i. Motutapu Island Recreation Reserve – 90 ii. Otata Island – 85 <p>c. Method –</p> <ul style="list-style-type: none"> i. Catch alive; <ul style="list-style-type: none"> i. By hand ii. Funnel traps iii. artificial shelters <p># Marking:</p> <ul style="list-style-type: none"> i. with a non-toxic pen
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. Catch alive –</p> <ul style="list-style-type: none"> i. Massey University, Ecology Group (Albany Campus), Albany Expressway, Albany, Auckland ii. Home Bay Bush, Motutapu recreation reserve iii. Otata Island, Noises, subject to Schedule 2.2.2 and schedule 3.12 <p>b. Liberate and mark</p> <ul style="list-style-type: none"> i. Home Bay Bush, Motutapu recreation reserve ii. Otata Island, Noises, subject to Schedule 2.2.2 and schedule 3.12

		<p>c. If on a recreation reserve to take specified fauna in a recreation reserve, use traps in a reserve, to carry out lizard monitoring surveys in a reserve by introducing funnel traps, by introducing artificial shelters, by introducing tracking cards and carrying out visual surveys</p> <p>i. Home Bay Bush, Motutapu Island Recreation Reserve</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. s9(2)(a)</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p> <p>f.</p> <p>g.</p> <p>All suitably trained and experienced persons under the direct supervision of Authorised Personnel a-g above</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 01 November 2020 and ending on and including 31 October 2030</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is: Ecology Group Massey University (Albany Campus) Albany Expressway (SH17) Albany Auckland 0745 New Zealand</p> <p>s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.6 The Authority Holder may publish authorised research results.
- 2.7 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 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 and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and 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 Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

11. What about the payment of costs?

- 11.1 The Authority 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. Biosecurity

- 12.1 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.

13. Are there any Special Conditions?

- 13.1 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 will prevail.

14. Can the Authority be varied?

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

SCHEDULE 3

SPECIAL CONDITIONS

Adhere with Translocation Proposal

1. Transfer of 175 Duvaucel's geckos (*Hoplodactylus duvaucelii*) plus any unborn progenies from captivity (Massey University Reptile Facility, MURF; origin Korapuki, Mercury Islands) to wild (Motutapu Island: 90 and Otata Island: 85) in November and December 2020. Set-up and implementation of a research driven ten-year post-translocation monitoring (PTM) programme.

Translocation Reporting

2. Upon completion of each individual transfer the Authority Holder must provide a transfer report to the Grantor in respect of the translocation of any *Hoplodactylus duvaucelii* authorised by this Authority. This report must be electronically forwarded to the Grantor at permissionshamilton@doc.govt.nz citing Authority number 81426-FAU.
3. From 01 November 2020 until 31 March 2036, the Authority Holder must provide an annual research and monitoring report to the Grantor in respect of the translocation of any *Hoplodactylus duvaucelii* authorised by this Authority. This report must be electronically forwarded to the Grantor at permissionshamilton@doc.govt.nz citing Authority number 81426-FAU. This report must be submitted by 30 June annually.
4. Upon expiry of this Authorisation or upon the termination of this Authority, the Authority Holder must forward a full, final report of this activity to the Grantor within one month. The final report must be electronically forwarded to the Grantor at permissionshamilton@doc.govt.nz citing Authority Number 81426-FAU.
5. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and general public if requested.

Lizard Capture and Survey

6. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
7. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
8. The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
9. The Authority Holder must only use methods to search for lizards that preserve habitat quality when undertaking the Authorised activities on the Motutapu Island Recreation Reserve.

10. The Authority Holder is only authorised to undertake catch alive, liberation, marking at Otata island subject to landowner consent. For the avoidance of doubt, this Authorisation provides no ability to introduce funnel traps, artificial shelters, tracking cards or to carry out visual surveys on Otata Island.

Cultural Consideration

11. The Authority Holder is strongly encouraged to contact Ngai Tai ki Tamaki to ascertain their interest being involved in the release of the animals on Motutapu Island and shall assist in facilitating their involvement where appropriate.

Kauri Dieback Disease and Biosecurity

12. The Authority Holder must comply with all guidelines and notices issued by the Kauri Dieback Programme to prevent and avoid the spread of the pest organism Kauri Dieback Disease (*Phytophthora taxon agathis*) as specified on the website <http://www.kauridieback.co.nz/>. This includes ensuring that all vehicles, personal items and equipment are thoroughly cleaned of all visible soil and is sprayed with SteriGENE (formally known as Trigene) solution before entering and when moving between areas where there are kauri.
13. The Authority Holder must comply with and ensure its clients comply with the Department of Conservation's 'Pest-free Island Biosecurity Checklist' (attached as Appendix X) regarding biosecurity measures, including checking footwear, clothing and gear for pests before departure from the mainland.
14. Any commercial vessels to be taken to Motutapu Island must have previously been inspected by the Ranger Services (Biosecurity) or hold a Pest-free Warrant and must hold a valid wharf landing permit/licence.
15. The Authority Holder shall notify the island ranger (s9(2)(a)) at least one week prior to the Activity taking place and shall comply with any directions of the ranger.
16. A new clause 9.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason that the Grantor may decide".

Appendix X

Pest-free island biosecurity checklist

Use this checklist when visiting or taking visitors to pest-free islands to ensure that you are meeting the required biosecurity standards for pest-free islands in the Hauraki Gulf.

CHECKLIST

GENERAL

- ☐ Biosecurity information must be provided on any associated or relevant websites.
- ☐ Biosecurity information must be provided to those travelling to pest-free island(s) at the time of taking bookings or organising trips.
- ☐ Biosecurity messages include the following:
 - » Rangitoto, Motutapu, Browns/Motukorea, Motuihe, Tiritiri Matangi, Motuora, and Rakino islands are pest free.
 - » All bags/gear must be free of mice, rats, Argentine ants, and rainbow skinks before departure, and all bags/gear must be checked before departure.
 - » Footwear, clothing and bags/gear must be clean and free of soil and seeds before departure.

TRANSPORTING BULK ITEMS

- ☐ Anyone shipping bulk items (e.g. vehicles, building and gardening materials, tarpaulins, marquees etc.) or chartering a vessel, other than a DOC vessel, or passenger ferry for the transportation of bulk items must contact Biosecurity staff 2 weeks before their intended departure date to ensure biosecurity standards are met.
- ☐ All bulk items being shipped to a pest-free island must be shown to be free of pests before departure from the mainland.
- ☐ No plant material including stockfeed must be taken to any island without permission from the appropriate Biosecurity staff member.
- ☐ All tools, machinery (e.g. diggers, excavators, trucks, vehicles, spades etc) must be cleaned and free of all pests, dirt, soil, plant material and seeds before departure from the mainland.

BEFORE DEPARTURE FROM THE MAINLAND

- ☐ All bags/gear must be clean and checked for mice, rats, Argentine ants, and rainbow skinks before departure from the mainland.
- ☐ All bags/gear/food must be packed in pest-proof containers/bags:
 - » Daypacks and overnight bags must be in good condition with secure zips/closures.
 - » Boxes must be solid and taped closed with no holes.
 - » Plastic bins or barrels/buckets must be securely closed.
 - » PVC dry bags are permitted. Open boxes or supermarket bags are not.
- ☐ Footwear, clothing and bags/gear must be clean and free from soil and seeds. A brush/shoe pick and water must be made available to those travelling prior to boarding any vessel.

PRE-ARRIVAL/EN ROUTE

- ☐ A biosecurity briefing specific to the island must be delivered en route to all visitors in the group.

ON ARRIVAL

- ☐ An island-specific briefing (excluding biosecurity information if this has already been given en route) must be given to all visitors.
- ☐ *Rangitoto, Islington Bay, Hone Bay, or Tiritiri Matangi wharves:* Commercial vessels must not occupy a berth at these wharves except for the purpose of loading or unloading goods or passengers.

ON THE ISLAND

- ☐ All rubbish taken to or produced on the island, including organic waste, must be kept in bags and must be removed from the island.
- ☐ If a pest or weed incursion is suspected, the island ranger must be advised immediately. If this is not possible, phone the DOC hotline on 0800 362 468.

CONTACT DETAILS

For further information, contact one of the following biosecurity staff:

For Rangitoto, Motutapu, Motukorea/Browns and Motuihe please contact
Carol Nanning - Ranger, Island Biosecurity
Department of Conservation
Maungakika / North Head Office
Ph 09 445 9174 Mobile 027 225 2255
Email cnanning@doc.govt.nz

For Tiritiri Matangi, Motuora and Little Barrier Island/Haurotu please contact
Jenny Heath - Ranger, Biosecurity
Department of Conservation
Mahaiaangi / Warkworth Office
Ph 09 425 7812 Mobile 021 116 4930
Email jheath@doc.govt.nz

For Kawau, Rakino, Great Barrier/Aotea and other Hauraki Gulf islands please contact
Jeff Cook - Regional Biosecurity Advisor - Hauraki Gulf
Infrastructure and Environmental Services
Auckland Council
Ph 09 367 4286 Mobile 027 555 3451
Email Jeff.Cook@aucklandcouncil.govt.nz

For further information see www.treasureislands.co.nz

Treasure islands

www.treasureislands.co.nz



Department of
Conservation
Te Papa Atahuri



Hauraki Gulf
Mouling Park
1000 Pataka Rd
1000 Pataka Rd
Te Manatiri a Toi

DOC HOTline
0800 362 468

Report any safety hazards
or conservation emergencies
For Fire and Search and Rescue Call 111



Wildlife Act Authority for wildlife located on public conservation land and other land

Authorisation Number: 81441-FAU

THIS AUTHORITY is made this 13th day of October 2020

PARTIES:

The Director-General of Conservation and where required the **Minister of Conservation** (the Grantor)

AND

Hutton's Shearwater Charitable Trust (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section(s) 53 of the Wildlife Act 1953 and clause 38 of the Wildlife Regulations 1955

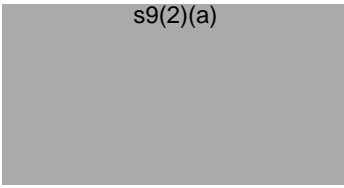
PERMITS the Authority Holder pursuant to section 38 of the Conservation Act 1987

subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Roy Grose, Director Operations for the Northern South Island acting under delegated authority

in the presence of:



Witness Signature

Witness Name: Helen Price







Witness Occupation: Personal Assistant

Witness Address: Nelson

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

Released under the Official Information Act

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods)</p> <p>(Schedule 2, clause 2)</p>	<p>1. Activity –</p> <ul style="list-style-type: none"> a) to catch alive and handle on site Hutton's Shearwater <i>Puffinus huttoni</i> b) Marking Huttons Shearwater <i>Puffinus huttoni</i> using paint, bands, GPS Trackers, Geolocators, Pit tags, for the purpose of distinguishing any wildlife. <p>2. Quantity –</p> <ul style="list-style-type: none"> a) Attach a maximum of 30 Geolocators or GPS transmitters to individuals per colony per year b) Sample a maximum of five (5) feathers per individual, per year up to a maximum of 100 birds c) Paint, Pit tags, bands – as required. <p>3. Method –</p> <ul style="list-style-type: none"> a) catch – following best practice b) mark – <ul style="list-style-type: none"> i. with bands ii. with transponders iii. with paint c) sample feathers by plucking
2.	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	<p>Public Conservation Land:</p> <p>Kaikoura Peninsula Conservation Area</p> <p>Mount Uerau Nature Reserve</p> <p>Private Land:</p> <p>Shearwater stream - Puhi Peaks Station, Kaikoura</p>
3.	<p>Personnel authorised to undertake the Authorised Activity</p> <p>(Schedule 2, clause 3)</p>	<p>The following people subject to the conditions in Schedule 3</p> <ul style="list-style-type: none"> a)  b)  c)  d)  e)  f)  g) Others as approved in the authorised personnel plan under condition 1 of Schedule 3.

4.	Term (Schedule 2, clause 4)	Commencing on and including 12 October 2020 and ending on and including 11 October 2030 10 Years
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is: s9(2)(a) s9(2)(a)
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz

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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.3 The Authority Holder must advise the Department of Conservation's **local Operations Manager(s)** prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.

2.6 The Authority Holder may publish authorised research results.

2.7 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.

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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 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 **h 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 and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and 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.
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- 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;
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- 10.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
11. What about the payment of costs?
- 11.1 The Authority 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. Biosecurity
- 12.1 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.
13. Are there any Special Conditions?
- 13.1 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 will prevail.
14. Can the Authority be varied?
- 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

SCHEDULE 3

SPECIAL CONDITIONS

Authorised Personnel List Approval

1. Prior to the Authority Holder carrying out the Authorised Activity it shall provide to the Department a list of authorised personnel for the following year that includes information on experience and qualifications for handling and banding Huttons Shearwater species. The authorised personnel list shall be submitted before 1 October 2020 in any given year and shall be prepared in conjunction with a ranger and technical advisor – marine nominated by the Department and approved by the South Marlborough Operations Manager. Contact the local District Office for assistance on nhaisman@doc.govt.nz.

Reporting

2. The Authority Holder must provide an Annual report to the Grantor. These reports must be electronically forwarded to the Grantor at nhaisman@doc.govt.nz and hschultz@doc.govt.nz

Feather Sampling

3. No primary wing or tail feathers are to be sampled

Temporarily holding of wildlife in a facility (fallout birds)

4. The Authority Holder shall, as far as practical, release birds at dusk and away from bright lights.
5. The Authority Holder shall hold birds in boxes by day in a cool dark place.

Banding Wildlife

6. The following conditions will be adhered to all times:

- a) The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Banding **Scheme Bird Bander's Manual**
- b) Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
- c) Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to bandingoffice@doc.govt.nz) as soon as possible after the incident but at least within one week.
- d) The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
- e) If a band is taken off a bird for any reason, it must NOT be used on another bird.
- f) The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
- g) Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template.
- h) A designated Level 3 operator, certified under the New Zealand National Bird Banding Scheme for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 operators may operate without direct supervision but must operate under the general direction of a Level 3 Certified operator. Level 1 operators must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.

Transponder Insertion

7. If as part of an agreed species plan transponders are to be used, then they are to be used in accordance of existing best practices for avian transponder insertion.
8. A nominated operator, certified as a Level 3 operator under the New Zealand National Bird Banding Scheme (NZNBBS) for avian transponder insertion (with relevant petrel experience), must oversee and be accountable for the Authorised Activity. Level 2 operators may operate without direct supervision but must operate under the general direction of a Level 3 Certified operator. Level 1 operators must be directly supervised by a Level 3 Certified operator.
9. If a best practice does not exist for any given species, then the Authority Holder will consult with the Grantor to establish how a best practice might be developed and which organisation will take the lead and the timeframe for developing such a best practice.

Transmitter attachment

10. **Transmitters (comprising no more than 3% of an animal's body weight, including weights of any attachment materials)** may be attached. The Authority Holder is strongly encouraged to use best practice transmitter harnesses and attachment methods.
11. During the Authorised Activity, any recaptured individuals found to be injured or otherwise adversely affected by a transmitter must have their transmitter removed and not fitted again. A full report of the details of injury must be provided to the Grantor, to help develop best practice.
12. Every reasonable effort must be made to capture all individuals and remove transmitters at the conclusion of the Authorised Activity.
13. Attachment of GPS trackers should be performed using cloth tape and not using harnesses.
14. GPS trackers are to be attached dorsally at the central back between the wings. Geolocator attachment should follow standard attachment methods (i.e. mounted to a darwick colour band).

Marking Using Paint

15. The use of spray paint for marking birds must follow the method in Rowe et al. 2018 (Rowe, L. K., Scofield, P. R., Taylor, G. A., & Barker, R. J.. (2018). An estimate of the **Hutton's shearwater (*Puffinus huttoni*) population in the Kaikōura region** using colour-marking in 2002 and 2014. *Notornis*, 65(4), 196-201).

Property of the Crown

16. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of wildlife, genetic material and any replicated genetic material.

Death of wildlife associated with activities covered by the authority

17. All wildlife handled during the Authorised Activity must be handled using accepted best practice and as carefully as possible, but if any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System) should die, the body must be sent to Massey University Wildlife Post Mortem Service for necropsy along with details of the **animal's history**.

18. The Authority Holder shall:

- a) Ensure that the body is to be chilled if it can be delivered within 24 hours, or frozen if longer than 24 hours to delivery.
- b) Ensure appropriate measures are taken to minimise further deaths.
- c) Inform the Grantor within 24 hours and discuss whether it is necessary to halt all further handling until full investigations of death(s) occur.
- d) Pay for any costs incurred in investigation of the death of any seabird species.

Private land

19. This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity). Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.

Expectations of the public

20. The Authority Holder must use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public.
21. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities.
22. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place.
23. The Authority Holder must not disclose the actual locations of any nesting wildlife which are monitored or studied pursuant to this Authority to the general public.

Treaty Partner Involvement

24. The Authority Holder shall provide 10 working days notice to Ngati Kuri prior to carrying out the authorised activity and invite Ngati Kuri representatives to participate, where deemed practicable by the Authority Holder.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 81570-FAU

THIS AUTHORITY is made this 8th day of July 2020.

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)
AND

s9(2)(a) (the Authority Holder).

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 and 56(1) of the Wildlife Act 1953, and clause 39 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Ray Scrimgeour, Operations Manager Waikato acting under delegated authority

s9(2)(a)

Witness Signature

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>(a) Activity – To release wildlife identified at Schedule 1.1(b) for the augmentation of the existing populations.</p> <p>(b) Gamebird Species (“Gamebirds”): a. Ring Neck Pheasant.</p> <p>(c) Quantity – No more than 200 Gamebirds per year for 10 years total from the species identified in Schedule 1.1(b) may be released.</p> <p>(d) Method – all birds shall be received by way of transfer from New Zealand Game Birds Limited and released at the address in Schedule 1.2</p>
2.	The Land (Schedule 2, clause 2)	s9(2)(a)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 11 May 2020 and ending on and including 10 May 2030
5.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	Grantor’s address for notices	<p>The Grantor’s address for all correspondence is:</p> <p>Permissions Team Level 1, John Wickliffe House 265 Princes Street, Dunedin, 9016 Email: permissionsdunedin@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 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 liabilities?

- 5.1 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.

5.2 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.

5.3 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.

6. What about compliance with legislation and Grantor's notices and directions?

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

7. When can the Authority be terminated?

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.

7.2 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.

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

8.1 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.

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

9. What about the payment of costs?

9.1 The Authority 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.

10. Are there any Special Conditions?

- 10.1 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 will prevail.

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority does not authorise the Authority Holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to be held in purpose-built aviaries on the property at s9(2)(a) s9(2)(a)
3. The birds and all enclosures in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Auckland/Waikato Fish and Game Council.
4. If required by the Grantor, the Authority Holder shall make such improvement to the enclosures referred to in Special Condition 3 as the Grantor deems necessary and take such other steps as may be directed to ensure the welfare of the birds.
5. All birds shall be held in hygienic and humane conditions catering for their full dietary and space requirements over the period they are held.
6. All birds shall be released with unclipped wings.
7. All birds shall be released into open-topped pens, or into the wild no later than one month prior to the opening of the official game bird hunting season and no birds shall be caught up for re-release during the game bird hunting season or held for breeding purposes.
8. If birds are released from an enclosed pen, that pen shall be sealed off or removed.
9. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area. The Authority Holder shall provide the Auckland/Waikato Region Fish and Game Council with a report containing information relating to the parental stock of the birds being released. This report shall be provided prior to the birds being released.
10. The Authority Holder shall provide an annual report to the Grantor and the Auckland/Waikato Fish and Game Council. This report shall be sent electronically to the Grantor at permissionshamilton@doc.govt.nz citing the Authority number 81570-FAU. This report shall be submitted by the 31st July detailing the period ending 30 June;
 - (a) The number of birds held
 - (b) The number of progeny reared
 - (c) The number of birds released
11. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
12. The Authority Holder shall ensure that all the birds are free of avian diseases prior to the birds being released.

13. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
14. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason the Grantor may decide".
15. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Scheme Bird Bander's Manual ("the Bird Banding Manual"):
 - (a) Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
 - (b) Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
 - (c) The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
 - (d) If a band is taken off a bird for any reason, it must NOT be used on another bird.
 - (e) The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a completed copy of the band stock-take sheet by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
 - (f) Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard recovery format templates in electronic or paper form. Other recapture data can be submitted on these forms or on electronic spreadsheets.
 - (g) A designated Level 3 bander, certified for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 81624-FAU

THIS AUTHORITY is made this 4th day of June 2020

PARTIES:

The Director-General of Conservation (the Grantor)

AND

Otago Natural History Trust (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by **Elizabeth Anne Wallace** – Operations Manager, Coastal Otago acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Caithlin Bowie

Witness Occupation: Permissions Advisor

Witness Address: Dunedin

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<ol style="list-style-type: none"> 1. Activity – <ol style="list-style-type: none"> a. to catch alive and hold wildlife for the purpose of advocacy and education, b. to handle wildlife on site for the purpose of species management, c. to undertake post-release monitoring, and d. to release juveniles born in captivity back into the wider ecosanctuary. 2. Species – Jewelled Gecko (<i>Naultinus gemmeus</i>) 3. Quantity – 10 4. Method – <ol style="list-style-type: none"> a. catch alive and handle – by hand, b. hold – in a purpose-built enclosure onsite.
2.	The Land (Schedule 2, clause 2)	Orokonui Ecosanctuary, Waitati, Otago
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<ol style="list-style-type: none"> 1. s9(2)(a) 2. s9(2)(a) 3. s9(2)(a) 4. Anyone suitably experienced in lizard handling and under the supervision of the above.
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 June 2020 and ending on and including 31 May 2025.
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>Orokonui Ecosanctuary 600 Blueskin Road Waitati, 9081</p> <p>Phone: s9(2)(a) Email: s9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 3 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 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 liabilities?

- 5.1 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.

5.2 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.

5.3 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.

6. What about compliance with legislation and Grantor's notices and directions?

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

7. When can the Authority be terminated?

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority;
- (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects; or
- (c) for any other reason that the Grantor may decide.

7.2 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.

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

8.1 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.

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

9. What about the payment of costs?

- 9.1 The Authority 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.

10. Are there any Special Conditions?

- 10.1 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 will prevail.

11. Can the Authority be varied?

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

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

Ownership of absolutely protected wildlife

1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, or any progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

Authorised activity

3. The authorised activity will be undertaken in accordance with the captive management plan, husbandry manual and advocacy plan submitted as part of the application on 11 October 2019.

Lizard capture and handling

4. Lizards must only be handled by Personnel Authorised to undertake this Activity as listed in Item 3 of Schedule 1.
5. Lizard capture, handling and relocation should be undertaken from September - May when lizards are active, or as advised by a suitably experienced herpetologist.
6. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
7. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between handlings.
8. The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
9. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>

Death of wildlife associated with salvage activities

10. If any lizards should die during the authorised activity the Authority Holder must:
 - a. inform the Grantor within 72 hours;
 - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;

- c. send the body to Massey University Wildlife Post-Mortem Service for necropsy along with details of the animal's history;
- d. pay for any costs incurred in investigation of the death of any lizard; and
- e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

Lizard release Reporting

- 11. A report is to be submitted in writing to the Grantor - permissionshamilton@doc.govt.nz and leader of the Lizard Technical Advisory Group, by 30 June each year beginning in 2021, for the life of this Authorisation, summarising outcomes in accordance with the Lizard Advocacy Plan. Each report must include:
 - a. the species and number of any animals released;
 - b. the GPS location (or a detailed map) of the release point(s);
 - c. results of all surveys, monitoring or research; and
 - d. a description of how the Lizard Advocacy Plan was implemented including any difficulties encountered, how release sites were assessed, post release monitoring and what contingency actions were required.

Wildlife held for Advocacy

- 12. The protected species and their progeny may be released back into the wider Ecosanctuary as per the application dated 11 October 2019. They may not be released elsewhere or transferred to another Authority Holder, unless directly instructed by the Grantor, and in accordance with an approved translocation proposal.
- 13. No manipulation or handling of the protected species other than for husbandry or welfare purposes is permitted without prior consultation with the Lizard Technical Advisory Group and written permission of the Grantor.
- 14. The Authority Holder is required to operate under the jewelled gecko captive management plan, husbandry manual and advocacy plan provided as part of the application.
- 15. The captive enclosure should be thoroughly searched annually following the birthing season. Morphometrics to assess health should be taken for adults and sub-adults. Juveniles born within the enclosure should be released back into the wider ecosanctuary as per the application dated 11 October 2019.
- 16. The Authority Holder will consult with s9(2)(a) of Auckland Zoo if any issues with the wildlife arise including injury or potential need to euthanise.
- 17. The deliberate introduction of other reptile species into the enclosure can only be undertaken with the written permission of the Grantor. Lizard species resident in the enclosure at time of construction (which may include korero geckos, southern grass skinks, cryptic skinks and McCann's skinks) may remain in the enclosure.

18. The Authority Holder must maintain and keep annual records detailing:
 - a. the number of individuals of the protected species in the possession of the holder;
 - b. any breeding attempts, births, health issues, deaths, transfers in and out; and
 - c. any other information which the Grantor from time to time may require.
19. The Authority Holder must retain these records for 5 years.
20. The Authority Holder must forward a copy of these annual records to the Lizard Technical Advisory Group leader and permissionshamilton@doc.govt.nz by 30 June 2021 and 30 June each year following for the lifetime of this Authority. These records should be in the annual report format as provided by the Captive Coordinator.
21. All advocacy information for the public display will be reviewed by the Grantor prior to production and installation.
22. The Authority Holder must immediately notify the Lizard Technical Advisory Group leader and the Grantor of the death, escape or disappearance of any Threatened or At Risk protected species held under this Authority, with full details of situation, origin, history in captivity, date of death/escape/disappearance.



Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 81624-FAU

THIS DEED OF VARIATION OF AN AUTHORITY is made this 26th day of March 2021

PARTIES:

The Director General of Conservation, and where required, the Minister of Conservation (the Grantor)

AND

Otago Natural History Trust (the Authority Holder)

BACKGROUND

- A.** By an Authorisation dated the 4th day of June 2020 the Director-General of Conservation granted an Authority under the Wildlife Act 1953 to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- B.** On the 16th day of October 2020 the Director-General of Conservation granted a temporary letter of Authorisation to the Authority Holder which varies the terms and conditions expressed and implied in the Authorisation dated the 4th day of June 2020 on the basis the Authority Holder applied by the 29th day of October 2020 to formally vary the terms and conditions of the Authorisation dated the 4th day of June 2020 to reflect the terms in the temporary letter of Authorisation dated the 16th day of October 2020. This condition has been fulfilled by the Authority Holder.
- C.** As of the 26th day of March 2021, the Grantor revokes the temporary letter of Authority and all of its terms and conditions.
- D.** The Grantor hereby varies the Authority dated the 4th day of June 2020:

NOW BY THIS DEED the Grantor authorises as follows:

1. Variation

In exercise of the Grantor's powers under the Wildlife Act the Grantor varies the Authority as follows:

- (i) Schedule 1.1.d is deleted and replaced with:
"to release neonates, juveniles and/or sub-adults with a snout to vent length of less than 70 millimeters, which are born in captivity, back into the wider ecosanctuary."
- (ii) To Schedule 3 add a new clause
"23. "Every reference to juvenile Jewelled gecko in the captive management plan husbandry manual and advocacy plan provided as part of the application dated 11 October 2019, is now read as though references to such, were references to neonates, juveniles, and/or sub-adults with a snout to vent length of less than 70 millimeters"

2. Confirmation of other Authority Covenants

Except to the extent to which they are amended by this Variation the provisions expressed and implied in the Authority continue to apply.

s9(2)(a)

SIGNED on behalf of the Grantor
By Craig Wilson acting under delegated authority
in the presence of:

s9(2)(a)

Bruce McKinlay

Witness Signature

Witness name

Technical Advisor Ecology

Level 1, John Wickliffe House, Dunedin

Witness Occupation

Witness Address

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



Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 81705-FAU

THIS AUTHORITY is made this 19th day of February 2021

PARTIES:

The Director-General of Conservation and where required the **Minister of Conservation** (the Grantor)

AND

Windy Hill Rosalie Bay Catchment Trust (the Authority Holder)

BACKGROUND

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section 53(2) of the Wildlife Act 1953 and clause 38 of the Wildlife Regulations 1955 and **PERMITS** the Authority Holder pursuant to Part 3B of the Conservation Act 1987 and subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by

Andrew Baucke (Director – Operations for the Auckland Region) acting under delegated authority

in the presence of:

s9(2)(a)



Witness Signature

Witness Name: Bryn Sheppard

Witness Occupation: Senior Permissions Advisor

Witness Address: Permissions Team - Hamilton

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

Released under the Official Information Act

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a. Activity –</p> <ul style="list-style-type: none"> i. To catch alive, handle, mark/band and release North Island Robins (<i>Petroica longipes</i>) ii. To install Potters Traps and/or Mist Nets for the purpose of capturing North Island Robins (<i>Petroica longipes</i>) <p>b. Quantity of North Island Robins (<i>Petroica longipes</i>) to be captured/handled/marked/banded/released–</p> <ul style="list-style-type: none"> i. As required <p>c. Method -</p> <ul style="list-style-type: none"> i. Catch alive North Island Robins (<i>Petroica longipes</i>) – by Mist Nets and/or Potter Traps ii. Banding North Island Robins (<i>Petroica longipes</i>) – by hand iii. Release North Island Robins (<i>Petroica longipes</i>) – by hand
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Aotea Conservation Park (specifically around Mt Hobson)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. Placing/Setting up Potter Traps</p> <ul style="list-style-type: none"> i. Any member of the Windy Hill Rosalie Bay Catchment Trust <p>b. Placing/Setting up Mist Nets</p> <ul style="list-style-type: none"> i. s9(2)(a) ii. Any Level 2 bander under the general direction of s9(2)(a) iii. Any Level 3 bander under the direct supervision of s9(2)(a) <p>c. Removing North Island Robins (<i>Petroica longipes</i>) from Potter Traps/Mist Nets</p> <ul style="list-style-type: none"> i. s9(2)(a) ii. Any Level 2 bander under the general direction of s9(2)(a) iii. Any Level 3 bander under the direct supervision of s9(2)(a) <p>d. Handling/Banding/Marking /Releasing of North Island Robins (<i>Petroica longipes</i>)</p> <ul style="list-style-type: none"> i. s9(2)(a) ii. Any Level 2 bander under the general direction of s9(2)(a) iii. Any Level 3 bander under the direct supervision of s9(2)(a)
4.	<p>Term (Schedule 2, clause 4)</p>	<p>5 years (commencing on 19 February 2021 and ending on 18 February 2026)</p>

5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>s9(2)(a)</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>

Released under the Official Information Act

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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.

2.6 The Authority Holder may publish authorised research results.

2.7 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 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 and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and 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 Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
11. What about the payment of costs?
 - 11.1 The Authority 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. Biosecurity
 - 12.1 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.
13. Are there any Special Conditions?
 - 13.1 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 will prevail.
14. Can the Authority be varied?
 - 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

SCHEDULE 3

SPECIAL CONDITIONS

Banding of Protected Wildlife

1. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird **Banding Scheme Bird Bander's Manual**.
2. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
3. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor (and copied to bandingoffice@doc.govt.nz) as soon as possible after the incident but at least within one week.
4. The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
5. If a band is taken off a bird for any reason, it must NOT be used on another bird.
6. The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a band stock-take by 1 April each year. Standard electronic templates will be supplied by the Banding Office (refer to <https://www.doc.govt.nz/our-work/bird-banding/how-to-submit-banding-data/>)
7. Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard template in electronic form. Other recapture and ancillary data can be submitted on the same template (refer to <https://www.doc.govt.nz/globalassets/documents/our-work/bird-banding/nznbbbs-data-spreadsheet.xlsx>)
8. A Level 3 Certified bander, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander. All operators capturing or marking birds must be registered with the NZNBBS.

Trapping of Protected Wildlife (Mist Netting)

9. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird **Scheme Bird Bander's Manual** ("the Bird Banding Manual").
10. A designated Level 3 Certified mist-netter, certified under the NZNBBS, must oversee and be accountable for the Authorised Activity. Level 2 mist-netters may operate without direct supervision but must operate under the general direction of a Level 3 Certified mist-netter. Level 1 mist-netter must be directly supervised by a Level 3 Certified mist-netter.
11. The Authority Holder must not leave any mist-net lines unattended at any place where they may endanger wildlife or the public (e.g. across quad tracks).
12. Sites for the Authorised Activity shall be selected to avoid, or minimise, the need for cutting down or clearing vegetation, or causing any damage to any historic heritage site.
13. Sites for the Authorised Activity shall be selected to avoid, or minimise, the catching, or killing (as defined in the Wildlife Act 1953) of non-target species of wildlife.

Interactions with the Public

14. The Authority Holder must use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public.
15. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities.
16. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place.

Biosecurity Controls – Kauri Dieback

17. The Authority Holder must comply with all guidelines and notices issued by the Kauri Dieback Programme (lead by Ministry of Primary Industry) to prevent and avoid the spread of the pest organism *Phytophthora taxon Agathis* (PTA) Kauri Dieback Disease as specified by the website <http://www.kauridieback.co.nz/>. The Authority Holder must comply with general guidelines and for specific activities the relevant guidelines as specified on <http://www.kauridieback.co.nz/publications>. The Authority Holder must update itself on these websites on a regular basis.
- 18.
19. The Authority Holder must ensure that all vehicles and equipment are thoroughly cleaned of all visible soil and that footwear once cleaned is sprayed with SteriGENE (formerly know as Trigene) solution before entering and when moving between areas where there is kauri. Contact details for suppliers of SteriGENE may be obtained through the Department of Conservation.
20. The Authority Holder must ensure that footwear and any equipment that touches the soil is cleaned and sprayed with SteriGENE solution every morning before undertaking any work under this Authority and every time a public walking track is crossed. A spray bottle and brush must be carried by every person working under this authority to enable the required cleaning.

Additional Clause

21. A new clause 9.1 (c) is added to Schedule 2, to read as follows:
"Or for any **other reason that the Grantor may decide**".



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 81760-CAP

THIS AUTHORITY is made 28th day of October 2019

PARTIES:

The Director-General of Conservation (the Grantor)

AND

s9(2)(a) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Director-General of Conservation has granted a General Authorisation (45599-CAP) that allows any Residents and Citizens of New Zealand 16 years of age or over to register to be covered under this General Authorisation.
- C. The Authority Holder has registered to be covered by the General Authorisation 45599-CAP.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor AUTHORISES the Authority Holder under Section 53 of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

SCHEDULE 1

1.	Authorised activity (Schedule 2, clause 2)	<p>To hold, breed, transfer and dispose of the following absolutely protected wildlife:</p> <ul style="list-style-type: none">a. <i>Naultinus grayii</i> (Northland green gecko)b. <i>Naultinus elegans</i> (Elegant gecko)c. <i>Naultinus punctatus</i> (Barking gecko)d. <i>Dactylocnemis pacificus</i> (Pacific gecko)e. <i>Dactylocnemis</i> “North Cape” (North Cape Pacific gecko)f. <i>Dactylocnemis</i> “Matapia Island” (Matapia gecko)g. <i>Mokopirirakau granulatus</i> (Forest gecko)h. <i>Mokopirirakau</i> “Southern North Island” (Southern North Island forest gecko)i. <i>Woodworthia maculata</i> (common gecko)j. <i>Woodworthia</i> “Central Otago” (Central Otago gecko)k. <i>Woodworthia</i> “Cromwell” (Cromwell Gecko)l. <i>Woodworthia</i> “Kaikouras” (Kaikouras gecko)m. <i>Woodworthia</i> “Marlborough Mini” (Marlborough mini gecko)n. <i>Woodworthia</i> “Mount Arthur” (Mount Arthur gecko)o. <i>Woodworthia</i> “Otago Southland” (Large Otago gecko)p. <i>Woodworthia</i> “Southern Alps” (Southern Alps gecko)q. <i>Woodworthia</i> “Southern mini” (Southern mini gecko)r. <i>Woodworthia cf. brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 28 th October 2019 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holders’ address in New Zealand is:</p> <p>s9(2)(a)</p>

		<div>s9(2)(a)</div> <div></div>
5.	Grantor's address for notices	The Grantor's address for all correspondence is: National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016 Email: doclizards@doc.govt.nz

Released under the Official Information Act

SCHEDULE 2

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.

2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity at the Location described in Schedule 1, Item 2.
- 2.2 If the Authority holder wishes to carry out the Authorised Activity in a place other than at the Location described in Schedule 1, Item 2, then the Authority Holder must notify the Grantor within 5 working days of such change.
- 2.3 The Authority Holder may occasionally publicly display the lizards held, including display at events organised by the New Zealand Herpetological Society.
- 2.4 Prior to undertaking any public display, the Authority Holder must advise the organiser or host **to inform themselves about lizard tikanga** (www.doc.govt.nz/lizardtikanga).
- 2.5 This Authority gives the Authority Holder the right to hold wildlife in accordance with the terms and conditions of the Authority, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
- 2.6 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.7 Unless expressly authorised by the Grantor in writing, the Authority Holder must not sell or trade to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

3. Who is authorised?

- 3.1 Only the Authority Holder is authorised to carry out the Authorised Activity.

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 3.

5. What are the liabilities?

- 5.1 **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. What about compliance with legislation **and Grantor's notices and directions?**
 - 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
 - 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of the Authorised Activity.
 - 7.2 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.
8. How are notices sent and when are they received?
 - 8.1 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 4. 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.
 - 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 4 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
 - 9.1 The Authority 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.
10. Adhere to Best Practice Guidelines
 - 10.1 The Authorised Activity must be undertaken in accordance with the current best practice guidance as set out in the Best Practice Guide to keeping New Zealand lizards in captivity (www.doc.govt.nz/captivelizards).
11. Access to private property for inspection
 - 11.1 The Authority Holder must consent to any officer of the Grantor entering the **Authority Holder's property** at any reasonable time, including any time after the expiry or termination of this Authority, to inspect protected species or facilities in which they are contained.
 - 11.2 The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
 - 11.3 The Grantor may recover costs of inspections from the Authority Holder.
12. Obtaining, disposing of and transfer of lizards
 - 12.1 The lizards and their progeny may be obtained only from persons holding an Authority to keep native lizards in captivity or the Department of Conservation.

- 12.2 The lizards and their progeny must not be released - they may be transferred only to persons holding an appropriate Authority to keep native lizards in captivity.
- 12.3 The Authority Holder is responsible for re-homing (transfer) any unwanted wildlife to another person. Transfer is only permitted where:
- the other person holds an Authority to keep the protected species in captivity; or
 - the transfer is to a DOC facility.
- 12.4 Wildlife must be made available for conservation programmes, including research, breeding programmes and release/reintroduction programmes. This may involve activities such as (but not limited to):
- transferring lizards for breeding programmes,
 - making available individuals for release, and
 - maintaining a working relationship with DOC staff, other holders and whānau, hapū and iwi.
- 12.5 If any lizard should die, the Authority Holder must follow the process published on the DOC website for disposal of captive lizards (www.doc.govt.nz/captivelizards).
13. Husbandry standards
- 13.1 Lizard enclosure(s) must meet the minimum standards as outlined the Best Practice Guide to keeping New Zealand lizards in captivity (www.doc.govt.nz/captivelizards).
- 13.2 The lizards and all enclosures in which they are held must be made available for inspection at all reasonable times by officers of the Grantor. If required by the Grantor, the holder of this Authority must make such improvements to the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the lizards.
- 13.3 Different species of the same genus e.g. two different green gecko (*Naultinus*) species, must never be held together.
- 13.4 Where species from different genera are held together, the Authority Holder must monitor them carefully for signs of stress caused by one species bullying the other or out-competing the other for the available food.
- 13.5 The Authority Holder must not house any native lizards with exotic reptile or amphibian species.
- 13.6 The Authority holder is responsible for managing numbers of animals to ensure that no more are held than can be cared for in accordance with the minimum standards set out in the Best practice guide to keeping NZ lizards in captivity (www.doc.govt.nz/captivelizards).
- 13.7 The Authority Holder must plan breeding to ensure that any surplus animals bred can be placed with other Authorised Holders.
14. Record keeping
- 14.1 The Authority Holder must maintain full records of the lizards held which will record births, deaths, and exchange of wildlife with other Authority Holders. These records are to be available for inspection at all reasonable times by officers of the Grantor.
- 14.2 The Authority Holder must complete an Annual Return in the format required by the Grantor, and return them to the Grantor, by 31st October of each year.

- 15. Surrender of existing Authority
- 15.1 This Authority supersedes any previous Authority granted to the Authority Holder for the species listed on this Authority.

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 81789-FAU

THIS AUTHORITY is made this 3rd day of September 2020

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

s9(2)(a) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53(2)(b) of the Wildlife Act 1953 and Section 39 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Phillip Bradfield, Operations Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Nicola Haisman

Witness Occupation: Senior Community Ranger

Witness Address: 22 Gee Street, Renwick

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>Activity – a. to take or otherwise obtain the eggs of game for the purpose of hatching, rearing and liberating game in the release sites listed in Schedule 1.2 (b) & (c).</p> <p>Species – b. Ring Necked Pheasant (<i>Phasianus colchicus</i>).</p> <p>Quantity – c. maximum amount of up to 100 birds per annum.</p> <p>Method – d. to purchase eggs from an existing Authority Holder who is authorised to transfer gamebird eggs.</p> <p>e. to hatch eggs by use of an incubator.</p>
2.	<p>The Land (Schedule 2, clause 2 & Schedule 5)</p>	<p>a. to hatch and rear birds s9(2)(a)</p> <p>b. to release birds s9(2)(a)</p> <p>c. to release birds s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 3rd September 2020 and ending on and including 2nd September 2030.</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 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 liabilities?

5.1 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**.

- 5.2 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.
- 5.3 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.
6. What about compliance with legislation **and Grantor's notices and** directions?
- 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
- 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.
- 7.2 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.
8. How are notices sent and when are they received?
- 8.1 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.
- 8.2 If the Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
- 9.1 The Authority 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.

- 10. Are there any Special Conditions?
- 10.1 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 will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to be hatched via an incubator and reared on the property listed as per Schedule 1(2)(a).
3. The birds are to be released on the properties listed as per Schedule 1(2)(b)&(c).
4. The birds and all environments in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Nelson/Marlborough Fish and Game Council.
5. If required by the Grantor, the Authority Holder shall make such improvement to the enclosure referred to in Schedule 3(1) as the Grantor deems necessary and take such steps as may be directed to ensure the welfare of the birds.
6. The Authority Holder must ensure the birds are housed in appropriate, humane, and hygienic conditions catering for their full dietary and space requirements over the period they are held, prior to their release.
7. All birds shall be released with unclipped wings.
8. Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
9. No birds shall be released during gamebird hunting season or within 30 days of its commencement and no birds shall be caught up for re-release during the gamebird hunting season or held for breeding purposes.
10. If birds are released from an enclosed pen, that pen shall be sealed off or removed, after the birds are released.
11. The Authority Holder shall provide an annual report to the Grantor and the Nelson/Marlborough Fish and Game Council. The report shall be sent electronically to the Fish and Game Council at nelsonmarlborough@fishandgame.org.nz and to the Grantor at permissionshamilton@doc.govt.nz citing in all cases the Authority number 81789-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June; during the years 2020 to 2029 inclusive and must provide the following:
 - a. The number of eggs obtained in total
 - b. The number of birds reared in total
 - c. The number of birds released in total
12. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
13. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.

14. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.

Released under the Official Information Act

SCHEDULE 4

GUIDANCE

1. Ring-necked pheasants and red-legged partridges are not common in the wild despite serious attempts by Acclimatisation Societies many years ago to establish wild populations. No native birds of these species occur therefore there is no chance of inbreeding with native birds. In addition, they do not inhabit the same niche as any of our native birds. They are innocuous birds and over time may colonise this area on their own accord.

2. It is recommended that the Authority Holder arrange a Predator control system as part of the management regime of holding birds to reduce rats and mustelids from attacking and killing birds.

3. It is possible for cock pheasants to kill other birds in pens due to fighting therefore there must be sufficient room and cover in the pens to allow the birds to perch, hide and take cover. Disease is always a threat to any birds which live in poor hygiene conditions so ensuring a good water supply and feeding stations are essential.

Released under the Official Information Act


SCHEDULE 5

LOCATIONS

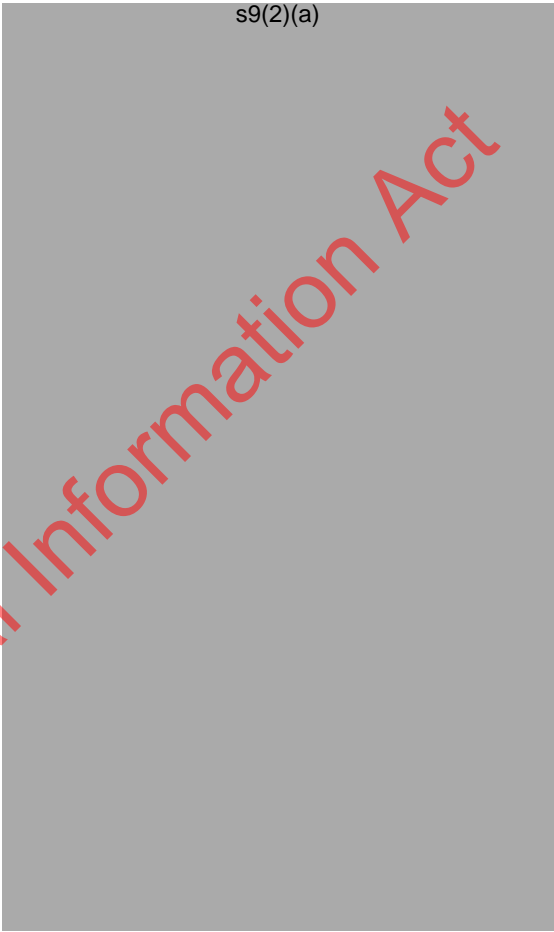
s9(2)(a)

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Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 81808-FAU

THIS AUTHORITY is made this 4th day of May 2020

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

s9(2)(a) (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor AUTHORISES the Authority Holder under Section 53 and 56(1) of the Wildlife Act 1953, and clause 39 of the Wildlife Regulations 1955 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Kathy Houkamau, Operations Manager Wairarapa acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	<p>(a) Activity – To release wildlife identified at Schedule 1.1(b) for the augmentation of the existing populations.</p> <p>(b) Gamebird Species (“Gamebirds”): a. Ring Neck Pheasant.</p> <p>(c) Quantity – No more than 30 Gamebirds per year for 10 years total from the species identified in Schedule 1.1(b) may be released.</p> <p>(d) Method – All eggs shall be received by way of transfer from New Zealand Game Birds Limited and hatched in an incubator at the address in Schedule 1.2.</p>
2.	The Land (Schedule 2, clause 2)	s9(2)(a)
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 11 May 2020 and ending on and including 10 May 2030
5.	Authority Holder’s address for notices (Schedule 2, clause 8)	<p>The Authority Holder’s address in New Zealand is:</p> <p>s9(2)(a)</p>
6.	Grantor’s address for notices	<p>The Grantor’s address for all correspondence is:</p> <p>Permissions Team Level 1, John Wickliffe House 265 Princes Street, Dunedin, 9016 Email: permissionsdunedin@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 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 liabilities?

5.1 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.

- 5.2 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**.
- 5.3 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.
6. **What about compliance with legislation and Grantor's notices and directions?**
 - 6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.
7. When can the Authority be terminated?
 - 7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.
 - 7.2 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.
8. How are notices sent and when are they received?
 - 8.1 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.
 - 8.2 If the Authority **Holder's details specified in Schedule 1, Item 5 change** then the Authority Holder must notify the Grantor within 5 working days of such change.
9. What about the payment of costs?
 - 9.1 The Authority 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.

- 10. Are there any Special Conditions?
- 10.1 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 will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. This Authority does not authorise the holder to develop or assist the establishment of similar facilities on adjoining properties.
2. The birds are to be held in purpose-built aviaries on the property at 293b State Highway 2, Masterton
3. The birds and all enclosures in which they are held shall be made available for inspection at all reasonable times by officers of the Department of Conservation and/or staff employed by the Wellington Fish and Game Council.
4. If required by the Grantor, the Authority Holder shall make such improvement to the enclosures referred to in Special Condition 3 as the Grantor deems necessary and take such other steps as may be directed to ensure the welfare of the birds.
5. All birds shall be held in hygienic and humane conditions catering for their full dietary and space requirements over the period they are held.
6. All birds shall be released with unclipped wings.
7. All birds shall be released into open-topped pens, or into the wild no later than one month prior to the opening of the official game bird hunting season and no birds shall be caught up for re-release during the game bird hunting season or held for breeding purposes.
8. If birds are released from an enclosed pen, that pen shall be sealed off or removed.
9. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area. The Authority Holder shall provide the Wellington Region Fish and Game Council with a report containing information relating to the parental stock of the birds being released. This report shall be provided prior to the birds being released.
10. The Authority Holder shall provide an annual report to the Grantor and the Wellington Fish and Game Council. This report shall be sent electronically to the Grantor at permissionshamilton@doc.govt.nz citing the Authority number 81808-FAU. This report shall be submitted by the 31st July detailing the period ending 30 June:
 - (a) The number of birds held
 - (b) The number of progeny reared
 - (c) The number of birds released
11. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
12. The Authority Holder shall ensure that all the birds are free of avian diseases prior to the birds being released.

13. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
14. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
“Or for any other reason the Grantor may decide”.
15. The Authority Holder must undertake the Authorised Activity in accordance with the application received and the most recent edition of the New Zealand National Bird Scheme Bird Bander’s Manual (**“the Bird Banding Manual”**):
 - (a) Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
 - (b) Any injuries or deaths of birds resulting from implementation of the Authorised Activity must be reported to the Grantor as soon as possible after the incident but at least within one week.
 - (c) The Authority Holder must have approval of the Banding Office to trial new band sizes. Any changes to recommended band sizes must be notified in writing to the Banding Office as soon as practicable.
 - (d) If a band is taken off a bird for any reason, it must NOT be used on another bird.
 - (e) The Authority Holder must supply the Banding Office with electronic copies of all banding schedules used to record newly banded or re-banded birds, plus a completed copy of the band stock-take sheet by 1 April each year. Standard electronic templates will be supplied by the Banding Office.
 - (f) Band recoveries for dead birds and any birds re-banded are mandatory. Band recoveries must be submitted on the standard recovery format templates in electronic or paper form. Other recapture data can be submitted on these forms or on electronic spreadsheets.
 - (g) A designated Level 3 bander, certified for the species and capture methods in question, must oversee and be accountable for the Authorised Activity. Level 2 banders may operate without direct supervision, but must operate under the general direction of a Level 3 Certified bander. Level 1 banders must be directly supervised by a Level 3 Certified bander

Wildlife Act Authority for wildlife located on public conservation land and other land

Authorisation Number: 81826-FAU

THIS AUTHORITY is made this 28th day of April 2020

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

Waitaki District Council (the Authority Holder)

BACKGROUND:

- A.** The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B.** Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C.** The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section 53 (1) and 53 (2) of the Wildlife Act 1953 and PERMITS the Authority Holder pursuant to section 38 of the Conservation Act 1987 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by **Deidre Ewart** – Business Support Manager acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Caitlin Bowie

Witness Occupation: Permissions Advisor

Witness Address: Dunedin

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>a) Activity –</p> <ul style="list-style-type: none"> i. To catch alive and liberate absolutely protected wildlife for the purpose of species management. ii. To catch alive and liberate absolutely protected wildlife for the purpose of monitoring. iii. To kill absolutely protected wildlife for the purpose of being unable to remove from the contraction zone. iv. To kill absolutely protected wildlife by humane euthanasia. <p>b) Species –</p> <ul style="list-style-type: none"> i. Canterbury grass skink (<i>Oligosoma aff. polychrome clade 4</i>) ii. Southern Alps gecko (<i>Woodworthia “Southern Alps”</i>) iii. McCann’s skink (<i>Oligosoma maccanni</i>) <p>c) Quantity – All lizards on The Land</p> <p>d) Method –</p> <ul style="list-style-type: none"> i. catch – by <ul style="list-style-type: none"> A. gee-minnow trap B. 1 L pitfall trap C. triple layered Artificial Cover Objects D. hand ii. hold – in separate cloth bags
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Public Conservation Land: Hopkins River / Lake Ohau Marginal Strip, Canterbury</p> <p>Other Land: Around Maitland Stream, Lake Ohau, Canterbury</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a) s9(2)(a) ,</p> <p>b) Any suitably qualified person who is signed off in writing by the Authority Holder as qualified and is under the direction of the Authority Holder.</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>a) Catch alive and liberate for the purpose of species management – commencing on and including 1 December 2020 and ending on and including 30 April 2021.</p> <p>b) Catch alive and liberate for the purpose of monitoring – commencing on and including 1 January 2024 and ending on and including 31 December 2026.</p> <p>c) Kill – commencing on and including 1 December 2020 and ending on 30 April 2021.</p>

5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holder's address in New Zealand is: Waitaki District Council 20 Thames Street Oamaru, 9444 s9(2)(a)
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 permissionshamilton@doc.govt.nz

Released under the Official Information Act

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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.3 The Authority Holder must advise **the Department of Conservation's local** Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.

2.6 The Authority Holder may publish authorised research results.

2.7 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 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 and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and 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 Authority **Holder's** details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.
11. What about the payment of costs?
- 11.1 The Authority 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. Biosecurity
- 12.1 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.
13. Are there any Special Conditions?
- 13.1 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 will prevail.
14. Can the Authority be varied?
- 14.1 The Authority Holder may apply to the Grantor for variations to this Authority.

SCHEDULE 3

SPECIAL CONDITIONS

Permitted wildlife

1. The Authority Holder is only permitted to release wildlife that are listed in Schedule 1 (1) using methods described in the Waitaki District Council Lizard Management Plan for Temple and Maitland Streams, Lake Ohau dated February 2020 (LMP), attached as Appendix 1.

Killing wildlife

2. The Authority Holder is permitted to kill wildlife provided reasonable efforts have been made to meet all of the terms and conditions expressed and implied in this Authority.

Salvage relocation and habitat enhancement

3. Where monitoring indicates that population establishment has failed, the Authority Holder must perform actions as set out in the contingencies/adaptive management sections of the LMP to ensure adequate mitigation of effects has been achieved.
4. DOC Operations Manager(s) are to be contacted immediately for further advice if wildlife other than those listed in Schedule 1 (1) are located within the footprint of the development or within the release site. A separate application to kill non-authorised species will be required.

Ownership of absolutely protected wildlife

5. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
6. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.

Adhere to approved application

7. The Authorised Activity must be undertaken in accordance with the Waitaki District Council Lizard Management Plan for Temple and Maitland Streams, Lake Ohau dated February 2020 (LMP), attached as Appendix 1.

Lizard capture and handling

8. Lizards must only be handled by Personnel Authorised to undertake this Activity – Mandy Tocher or anyone under the direct supervision of the Personnel Authorised.
9. Lizard capture, handling and relocation should be undertaken at a suitable time of year from September - May when lizards are active, as advised by a suitably experienced herpetologist.
10. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.

11. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
12. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
13. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
14. The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
15. The Authority Holder must ensure lizards are temporarily held individually in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
16. The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols (see Appendix 2) when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus.

Death of wildlife associated with salvage activities

17. If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
 - a. inform the Grantor (ESInquiries@doc.govt.nz and dnelson@doc.govt.nz) within 72 hours,
 - b. chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours;
 - c. send the body to Massey University Wildlife Post-Mortem Service for **necropsy along with details of the animal's** history;
 - d. pay for any costs incurred in investigation of the death of any lizard; and
 - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

Euthanasia

18. If any lizards are found injured as part of the Authorised Activity, the Authority Holder shall contact Personnel listed under Schedule 1(3) to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured lizard(s) on recommendation of the Personnel listed under Schedule 1(3) or a veterinarian.

Lizard Salvage Reporting

19. A report is to be submitted in writing to the Grantor - ESInquiries@doc.govt.nz, dnelson@doc.govt.nz and permissionshamilton@doc.govt.nz, by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Lizard Management Plan. Each report must include:
 - a. the species and number of any animals collected and released;
 - b. the GPS location (or a detailed map) of the collection point(s) and release point(s);
 - c. results of all surveys, monitoring or research; and
 - d. a description of how the Lizard Management Plan was implemented including any difficulties encountered with capture and handling, how release sites were assessed, post release monitoring and what contingency actions were required.
20. Completed Amphibian and Reptile Distribution System (ARDS) cards for all herpetofauna sightings and captures (<http://www.doc.govt.nz/conservation/native-animals/reptiles-and-frogs/species-information/herpetofauna-data-collection/ards-card/>) must be sent to Herpetofauna, Department of Conservation, National Office, PO Box 10420 Wellington 6143 or herpetofauna@doc.govt.nz.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 81898-FAU

THIS AUTHORITY is made this 8 day of June 2020

PARTIES:

The Director-General of Conservation and where required the **Minister of Conservation** (the Grantor)

AND

Boffa Miskell Limited (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by Andy Thompson acting under delegated authority
in the presence of:

s9(2)(a)

Witness Signature

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

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity – to survey and handle native lizards</p> <p>b. Survey Method – manual, visual (diurnal and nocturnal), artificial covers, pitfall trapping and gee minnow trapping</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>The activity will not be carried out on Public Conservation Land and is authorised in the Canterbury region only</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a) are the Authorised Personnel to undertake the Authorised Activity</p> <p>Any field workers under the direct supervision of the Authorised Personnel above may also undertake the Authorised Activity</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on 1 July 2020 and ending on 30 June 2025</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p> <p>[Redacted Address]</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz</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 in 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.

2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.

2.5 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 liabilities?

5.1 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.**

5.2 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**.

5.3 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.

6. **What about compliance with legislation and Grantor's notices and directions?**

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

7. When can the Authority be terminated?

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of 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.

7.2 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.

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

8.1 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.

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

9. What about the payment of costs?

9.1 The Authority 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.

- 10. Are there any Special Conditions?
- 10.1 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 will prevail.
- 11. Can the Authority be varied?
- 11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. Research reports

- 1.1 The Authority Holder must provide a report to the Grantor on each individual lizard survey undertaken. These reports must be electronically forwarded to the Grantor at mahaanui@doc.govt.nz and permissionshamilton@doc.govt.nz citing the Authority Number.
- 1.2 Upon completion of the Authorised Activity or termination of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to permissionshamilton@doc.govt.nz and mahaanui@doc.govt.nz
- 1.3 The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

2. Lizard capture and survey

- 2.1 Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
- 2.2 Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>
- 2.3 The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of the pit-fall trap must be perforated to allow drainage of water.
- 2.4 The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
- 2.5 The Authority Holder must sterilise any instruments that come in contact with the lizards and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
- 2.6 The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
- 2.7 The Authority Holder must only use methods to search for lizards that preserve habitat quality.
- 2.8 Lizards must only be handled by Personnel Authorised to undertake this Activity or under the direct supervision of the Authorised Personnel.