



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 86014-CAP

THIS AUTHORITY is made this 27th day of February 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 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) s.
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p> <p></p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 27 th February 2020 and ending on and including 30 th October 2025

4.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: [REDACTED] s9(2)(a) [REDACTED] [REDACTED] [REDACTED] Email: [REDACTED] s9(2)(a)
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:
- a. the other person holds an Authority to keep the protected species in captivity; or
 - b. 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):
- 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.
- 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: 86047-FAU

THIS AUTHORITY is made this 19th day of April 2021

PARTIES:

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

AND

s9(2)(a) 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 Holders under Section 53 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 Stephanie Bowman, Permissions Manager, Hamilton Office, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Ysatis Leafa

Witness Occupation: Permissions Advisor

Witness Address: 73 Rostrevor Street, Hamilton City, Hamilton 3204

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 species declared to be game under the Wildlife Act 1953 and to take or otherwise obtain alive game and to hatch, rear and liberate game in the release site listed in Schedule 1.2 for augmentation purposes</p> <p>b. to mark wildlife declared to be game under the Wildlife Act 1953 subject to Schedule 3.</p> <p>Species – c. California Quail (<i>Callipepla californica</i>)</p> <p>Quantity – d. to have in possession and release a maximum amount of up to 60 birds per annum.</p> <p>Method – e. to obtain eggs and birds from an existing Authority Holder who is authorised to transfer gamebird eggs and birds.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. captive and release site: 357 Arrowville Road, Aka Aka, 2682, Waiuku.</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>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 16 April 2021 and ending on and including 15 April 2029.</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></p> <p></p> <p></p> <p></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

General –

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 and reared only on the property listed as per Schedule 1(2)(a).
3. The birds are to be released only on the property listed as per Schedule 1(2)(a).
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 Auckland/Waikato 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(6) 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. This includes ensuring they have protection from the sun and wet weather.
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 their release.
11. The Authority Holder shall provide an annual report to the Grantor and the Auckland/Waikato Fish and Game Council. The report shall be sent electronically to the Fish and Game Council at aucklandwaikato@fishandgame.org.nz and to the Grantor at permissionshamilton@doc.govt.nz citing in all cases the Authority number 86047-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June; during the years 2021 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.

15. A new sub clause is added at Schedule 2 7.1 which reads:

“(c) or for any other purpose the Grantor decides”.

16. Schedule 2 clause 2.2, 2.3, 2.5 and 2.6 are deleted.

Banding –

17. All birds must be banded, in accordance with the banding conditions listed in Schedule 3.18-3.26, prior to being released.

18. 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**.

19. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.

20. 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.

21. 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.

22. If a band is taken off a bird for any reason, it must NOT be used on another bird.

23. 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/>)

24. 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>)

25. 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.

26. The Authority Holder must notify the Hamilton District Office, via email to permissionshamilton@doc.govt.nz and bandingoffice@doc.govt.nz, the name of the designated Level 3 Certified bander they will approach to band the birds before the activity of banding takes place.

SCHEDULE 4

GUIDANCE

1. 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. There must be sufficient room and cover in the pens that allow the birds to perch, hide and take cover. Disease is always a threat to any birds who live in poor hygiene conditions so ensuring a good water supply and feeding stations are essential.

Released under the Official Information Act



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 86060-CAP

THIS AUTHORITY is made the 5th day of March 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 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)	<p>s9(2)(a)</p> <p></p> <p></p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 5 th March 2020 and ending on and including 30 th October 2025

4.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a) Phone: s9(2)(a) Email: s9(2)(a)
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:
- a. the other person holds an Authority to keep the protected species in captivity; or
 - b. 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):
- 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.
- 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 located on public conservation land and Authority for research and collection and introduction of material on public conservation land

Authorisation Number: 86101-FAU

THIS AUTHORITY is made this 6th day of April 2021

PARTIES:

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

AND

University of Otago (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 section 50 of the Reserves Act 1977 and **PERMITS** the Authority Holder pursuant to section 59A of the Reserves Act 1977 subject to the terms and conditions contained in this Authority and its Schedules. The Minister agrees that the Authority Holder may conduct research work, to further the collection and dissemination of information, pursuant to Sections 41(1)(d) and 41(2)(d) of the Wildlife Act 1953.

s9(2)(a)

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

s9(2)(a)

Witness Signature

Witness Name: REBECCA PICARD

Witness Occupation: BUSINESS SUPPORT OFFICER

Witness Address: LUGGATE

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>a. Activity –</p> <ul style="list-style-type: none"> i. To catch alive Erect-crested penguin (<i>Eudyptes sclateri</i>) and Eastern rockhopper penguin (<i>Eudyptes filholi</i>) for the purposes of research, species management and education ii. To mark Erect-crested penguin (<i>Eudyptes sclateri</i>) and Eastern rockhopper penguin (<i>Eudyptes filholi</i>) for the purposes of research, species management and education iii. To take specified fauna from a nature reserve using a leg hook iv. To collect loose faecal matter in a reserve v. To install time-lapse cameras in a reserve vi. To use a Remotely Piloted Aircraft System (RPAS) in a reserve <p>b. Quantity –</p> <ul style="list-style-type: none"> i. Erect-crested penguin (<i>Eudyptes sclateri</i>) – up to 80 individuals may be caught alive and marked per breeding season ii. Eastern rockhopper penguin (<i>Eudyptes filholi</i>) – up to 50 individuals may be caught alive and marked per breeding season iii. Blood samples - up to 1ml per bird iv. Feather samples - up to four (4) per bird v. Faecal samples obtained during handling – up to 1 gram per bird vi. Loose faecal matter – as required vii. Time-lapse cameras <ul style="list-style-type: none"> a. Antipodes Islands – up to six (6) b. Bounty Islands – up to two (2) <p>c. Method –</p> <ul style="list-style-type: none"> i. Catch alive by hand ii. Catch alive using a leg hook iii. To mark by way of: <ul style="list-style-type: none"> a. subcutaneous transponder (PIT tag, microchip); b. temporary cloth tape flipper band;
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		<p>iv. To collect loose faecal matter:</p> <p>a. collected loose from the ground.</p> <p>v. To install time-lapse cameras:</p> <p>a. mounted on 2m metal rods secured with rock cairns;</p> <p>b. using steel anchors.</p>
2.	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	<p>Public Conservation Lands and Waters:</p> <p>a. Antipodes Islands National Nature Reserve</p> <p>b. Bounty Islands National Nature reserve</p>
3.	<p>Personnel authorised to undertake the Authorised Activity</p> <p>(Schedule 2, clause 3)</p>	<p>s 9 (2) (a) [redacted]</p> <p>[redacted]</p> <p>[redacted]</p> <p>[redacted]</p> <p>[redacted]</p> <p>[redacted]</p> <p>[redacted]</p> <p>[redacted]</p> <p>ix. Any other person under the direct supervision of s9(2)(a) [redacted]</p>
4.	<p>Term</p> <p>(Schedule 2, clause 4)</p>	<p>Commencing on and including 1st September 2021 and ending on and including 31st August 2026</p>
5.	<p>Authority Holder's address for notices</p> <p>(Schedule 2, clause 8)</p>	<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> <p>Email: s9(2)(a) [redacted]</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

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.

Remotely piloted aircraft systems (RPAS)

Interpretation: RPAS means Remotely Piloted Aircraft System and includes any pilotless aircraft, Unoccupied Aerial Vehicle or drone.

3. The Authority Holder is authorised to use an RPAS solely for the purpose of surveying penguin colonies.
4. The Authority Holder must ensure that a fire extinguisher in good working order is carried at all times that the RPAS is in use, and that the Authority Holder and all personnel are trained in the use of the fire extinguisher.
5. The Authority Holder must not commence Daily RPAS operation until at least 2 hours after sunrise and must cease RPAS operation at least 2 hours before sunset to avoid collision risk with seabirds around dusk and dawn times.
6. The Authority Holder must ensure that at all times the RPAS is in operation a spotter is employed to observe potential reactions to the RPAS by penguins or any other wildlife present at the site.
7. The Authority Holder must ensure an RPAS flight altitude of at least 25 metres above the ground surface is maintained at all times apart from take-off and landing.
8. The Authority Holder must select RPAS launch and landing sites as far from seal clusters as possible.
9. If any indication of wildlife disturbance is observed, the Authority Holder must immediately:
 - a) increase the RPAS flight altitude to such a height that wildlife disturbance ceases; or
 - b) cease the operation of the RPAS.

Marking of wildlife/attachment of devices

10. Nail polish may only be applied to chicks' **claws** during crèching stage.
11. GPS dive loggers must be attached using industrial cloth tape.

12. Satellite transmitters must be attached using industrial cloth tape and 2-component epoxy.
13. Geolocators (GLS loggers) must be attached using flexible leg bands.
14. Camera loggers must be attached to the specified wildlife:
 - a) for a single foraging trip only;
 - b) using industrial cloth tape.
15. The combined weight of attached devices on any individual bird must not exceed 5% of its body weight. Devices must not be glued to the feathers of the bird, but attached using cloth tape.
16. During the authorised activity whilst undertaking marking, any recaptured individuals found to be injured or otherwise adversely affected by any device must have this device removed and not fitted again. A full report of the details of the injury must be provided to the Grantor (bandingoffice@doc.govt.nz), to help develop best practice.
17. Every reasonable effort must be made to capture all individuals and remove attached devices within the following timeframes:
 - GPS dive logger: 6-8 days;
 - Camera: single foraging trip only;
 - GLS loggers: 5 years.

Transponder insertion

18. s9(2)(a) certified as a Level 3 operator under the New Zealand National Bird Banding Scheme (NZNBBS) for penguin transponder insertion, 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.
19. The Authority Holder must insert transponders between the shoulder blades of the specified wildlife.

Blood and feather sampling

20. Blood sampling must be undertaken by way of venipuncture of the brachial vein (flipper).
21. Feather samples must be snipped off near the feather base using scissors.
22. The Authority Holder must, as far as practicable, undertake all blood and feather collection according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure (DOC-531081) as provided by the Grantor to the Authority Holder.

Entry permit

23. 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.

Biosecurity – subantarctic islands

24. The Authority Holder must 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 must be washed with either Sterigene or Trigene prior to landing, to prevent the spread of *Didymo* and related organisms.
25. 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 any associated personnel are cleaned and checked for pests before leaving the mainland and, if required by an agent of the Grantor, *between* individual island visits also.
26. Disturbance of soil, vegetation and animals, is to be kept to a minimum at all times when on the islands. The Authority Holder is only authorised to use the land to undertake the authorised activities listed in Schedule 1.
27. No foreign plant or vegetative material, soil or rock is to be brought onto any island.
28. Vessels used to travel to the Sub-Antarctic Islands must comply with the Regional Coastal Plan: Kermadec and Sub-Antarctic Islands.
29. Except with prior the written consent of the Operations Manager, Murihiku, all transport vessels must leave from Bluff. All vessels must meet the required level of quarantine as outlined in the Entry Permit and Sub-Antarctic Expedition Operating Procedures, including equipment and hull inspections.
30. All equipment used for the Authorised Activity must be sterilised prior to use and/or purchased new for the project.

Didymo

31. 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 - <https://www.mpi.govt.nz/outdoor-activities/boating-and-watersports-tips-to-prevent-spread-of-pests/check-clean-dry/>. The Authority Holder must regularly check this website and update their precautions accordingly.

Historic sites

32. There must be no disturbance of, or unnecessary interaction with, any historic site.
33. Should any Koiwi (human bones) or artefacts (taonga) be found, the Authority Holder must cease activity immediately and contact the Grantor's nearest representative (invercargill@doc.govt.nz and 03 211 2400).

34. All Authorised Personnel must abide by the minimum impact code for the subantarctic islands (<https://www.doc.govt.nz/parks-and-recreation/places-to-go/southland/places/subantarctic-islands/minimum-impact-code/>) and the Environmental and Water Care Codes specified in Schedule 4 and Schedule 5 of this Authority.
35. Established access routes must be used when on the land.
36. The Authority holder and all of its representatives must 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.
37. The Authority Holder must, as far as is practicable, avoid undertaking the Authorised Activity in the view of tourists to the Island Sites.
38. The Authorised Activity must be carried out for research purposes only and this research purpose shall be that contained within the scope of the application and any subsequent amendments filed with the Grantor in respect of obtaining this Authority.
39. Following sample analysis, remaining sample material must be disposed of by combustion or deep burial as biowaste, in appropriate facilities in the universities where the analyses are carried-out.

Reporting

40. If the Grantor so requests, the Authority Holder must keep the Grantor informed on the progress of this research.
41. The Authority Holder must provide annual reports to the Grantor within 3 months of each visit to the Islands or by 31 March the following year, whichever comes first. Each annual report must:
 - a) be forwarded to the Operations Manager, Murihiku District Office at **invercargill@doc.govt.nz** and to **permissionshamilton@doc.govt.nz**;
 - b) cite Authority number 86101-FAU;
 - c) include a two page summary of the work undertaken to date and any interim research findings.
42. Upon completion of the research, or the expiry or termination of this Authority, whichever comes first, the Authority Holder must forward a copy of the research findings reports and publications to the Grantor within three months. This report must:
 - a) be forwarded to the Operations Manager, Murihiku District Office at **invercargill@doc.govt.nz** and to **permissionshamilton@doc.govt.nz**;
 - b) cite Authority number 86101-FAU ;
 - c) include a table of all samples collected; and
 - d) identify any implications for conservation management.

The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua.



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 86103-CAP

THIS AUTHORITY is made the 10th Day of March 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 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)	<p>s9(2)(a)</p> <p></p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 10 th March 2020 and ending on and including 30 th October 2025

4.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a) Email: s9(2)(a)
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: 86114-FAU

THIS AUTHORITY is made this 11th day of March 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 41, 53 and 56 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 Stephanie Bowman, Permissions Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Sanjay Thakur

Witness Occupation: Permissions Advisor

Witness Address: DOC Dunedin Office

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, and temporarily hold the absolutely protected wildlife listed under Schedule 4 in captivity, for less than three months, for the purpose of rehabilitating sick and injured wildlife. ii. to liberate the absolutely protected wildlife held for the purpose of rehabilitation, subject to Schedule 3 clauses 3.1 & 3.2.
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>s9(2)(a)</p> <p></p> <p></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 12th March 2021 and ending on and including 11th March 2031.</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></p> <p></p> <p></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

1.0 Ownership of absolutely protected wildlife

- 1.1. 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.
- 1.2. 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.

2.0 Death of wildlife associated with activities covered by the Authority

- 2.1 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 24 hours, or freeze the body if delivery will take longer than 24 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.

3.0 Captive holding for rehabilitation

- 3.1 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 instructions concerning its disposal.
- 3.2 All wildlife must be released where it was found, or the closest safe location, or as directed by the Grantor.
- 3.3 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.
- 3.4 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 (See template attached as Appendix 2). The Authority Holder must electronically forward to the Grantor at WARCTeam@doc.govt.nz by 30 June in each year a copy of these

annual records citing permission number 86114-FAU. The Authority Holder must make these annual records available for inspection at any time by persons authorised in writing by the Grantor for that purpose.

- 3.5 The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.
- 3.6 The Authority Holder must notify the Grantor immediately on receipt of a threatened protected species (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system>).
- 3.7 The holder must apply for a variation to this Authority to relocate the protected species to a new address.
- 3.8 Upon receipt of written notice of revocation of this Authority the holder must immediately surrender to the Grantor the protected species held under this Authority; and for this purpose the holder authorises the Grantor by his agents to enter onto the property of the holder to uplift the protected species if the holder fails, neglects or otherwise refuses to surrender it. The cost of this will be recovered from the Authority Holder.
- 3.9 All media including photos, film and social media must not cause any distress or anxiety to the wildlife or disturb it in any way and must only occur during usual and necessary rehabilitation care. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of your rehabilitation operation i.e. that individuals are held in temporary captivity for the purpose of rehabilitation with permission from the Department of Conservation. Only authorised personnel may handle the wildlife and only for the purpose of rehabilitation care.
- 3.10 Wildlife held for rehabilitation shall not be displayed to the public.
- 4.0 Euthanasia
 - 4.1 The Authority Holder must not euthanise any wildlife unless:
 - a. a veterinarian recommends euthanasia on animal welfare grounds; or
 - b. the Authority Holder euthanises the wildlife under direction from the Grantor; or
 - c. the Authority Holder consults with the relevant Captive Co-ordinator (as applicable) and obtains authority from the Grantor.
- 5.0 Transportation of wildlife
 - 5.1 Transport of wildlife must comply with the Animal Welfare (Transport within New Zealand) Code of Welfare 2018 (see <https://www.mpi.govt.nz/dmsdocument/1407/direct>).
- 6.0 Wildlife health management
 - 6.1 The Authority Holder must take all reasonable precautions to prevent the spread of disease, including the careful physical examination prior to transfer.
 - 6.2 The Authority Holder must not transfer or release wildlife exhibiting any sign of illness or abnormality.

6.3 The Authority Holder must ensure all catching, handling, transfer, release and monitoring activities are undertaken according to the standards described in the relevant species Best Practice Manual.

6.4 The Authority Holder must provide copies of all disease testing results, within one month of the testing, to the Grantor for inclusion in the National Wildlife Health Database.

7.0 Facilities

7.1 The wildlife and the enclosures in which they are held must be made available for inspection by officers of the Grantor. The Grantor may recover costs of inspections from the Authority Holder.

7.2 Any alterations to the cages or aviaries must be notified to the Department and continuation of the authority will be dependent on Departmental approval of the changes.

7.3 Only a single species can be held in the aviary at any time. Up to 3 individuals of the same species may be held in an aviary.

7.4 If required by the Director-General, the Authority Holder must make such improvements to the enclosure of the protected species as are necessary to make it comply with the relevant Husbandry Manual; or, in the absence of that Manual, as the Director-General deems necessary to ensure the welfare of the protected species.

7.5 Facilities and procedures must minimise the risk of disease transmission between native and non-native species held for rehabilitation.

7.6 Facilities and activities must prevent entry of predators or disease transmitting species such as rats, mice, cats and free-ranging birds.

8.0 General

8.1 Wildlife held under this Authority must not be physically displayed for any purposes whatsoever without the prior express consent of the Grantor.

8.2 Wildlife may only be displayed electronically in accordance with the guidelines attached as Appendix 1.

8.3 The Grantor may at any time revoke this Authority, or may at any time review/and or vary the conditions pertaining to this authority if any conditions contained in this Authority are breached or for any other reason that the Grantor may decide.

8.4 The Authority Holder shall dispose of dead wildlife at the Grantor's direction.

SCHEDULE 4

Bird species held for rehabilitation

Species name - common	Species name - Scientific
New Zealand Dabchick	<i>Poliocephalus rufopectus</i>
Australasian little grebe	<i>Tachybaptus novaehollandiae</i>
Teal - Grey	<i>Anas gracilis</i>
Teal - Brown	<i>Anas chlorotis</i>
Duck - Grey	<i>Anas superciliosa</i>
NZ Scaup	<i>Aythya novaseelandiae</i>
Australasian shoveler	<i>Anas rhynchos</i>
Prions - all spp	<i>Pachyptila</i> spp
Petrels - all spp	<i>Procellaria</i> spp
Shags - all spp	<i>Phalacrocorax</i> spp
Hérons - all spp	Ardeid spp
Bitterns - all spp	<i>Botaurus poiciloptus</i> and spp
Spoonbill - Royal	<i>Platalea regia</i>
Swamp Harrier	<i>Circus approximans</i>
Raptor spp	<i>Falconiformes</i>
Rail - all spp	<i>Rallidae</i> spp
Crake - all spp	<i>Porzana</i> spp
Oystercatcher - all spp	<i>Haemotopus</i> spp
Plover - all spp	<i>Pluvialis</i> spp
Stilt - all spp	<i>Himantopus</i> spp
Dotterel - all spp	<i>Charadriiformes</i>
Terns - all spp	<i>Sternidae</i>
New Zealand Pigeon	<i>Hemiphaga chathamensis</i>
Parrots - all native spp	Psittacine spp
Cuckoos - all spp	<i>Cuculidae</i>
Owls - all spp	<i>Falconiformes</i>
Kingfisher	<i>Todiramphus sanctus</i>
Swifts and swallows - all spp	<i>Apodidae</i> and <i>Hirundinidae</i>
Passerines - all native spp	<i>Passeriformes</i>



Section 56(1)(b) Wildlife Act 1953 Authority for Export

Authorisation Number: 86127E-DOA

THIS AUTHORITY is made this 22nd day of February 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 for export under section 56(1)(b) of the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued that section of the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers under the Conservation legislation the Grantor **AUTHORISES** the Authority Holder pursuant to section 56(1)(b) subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by

s9(2)(a)

Stephanie Bowman, Permissions Manager, Hamilton

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature: _____

Witness Name: Neil Fowke

Witness Occupation: Permissions Advisor, Dept of Conservation

Witness Address: 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.

SCHEDULE 1

1.	Item authorised for export (including the species, sample, approved quantities) (Schedule 2, clause 2)	Species: North Island Brown Kiwi <i>Apteryx mantelli</i> Sample: Eggshell without attached organic material Quantity: Less than one complete shell Purpose: Study of eggshell mineral composition
2.	Name, Organisation and Address of Consignor	National Kiwi Hatchery 192 Fairy Springs Road, Fairy Springs Rotorua 3015 Phone 0800 724 626
3.	Name, Organisation and Address of Consignee	s9(2)(a)
4.	Term (Schedule 2, clause 4)	Commencing on and including 23 February 2021 and ending on and including 22 May 2021
5.	Authority Holder's Organisation and address for notices (Schedule 2, clause 8)	s9(2)(a) Phone: s9(2)(a) Email: s9(2)(a)
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Department of Conservation 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 permitted to export the Authorised items set out in Schedule 1, Item 1 to the Location described in Schedule 1, Item 2.
- 2.2 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.3 A copy of this Authority must accompany the consignment way-bill.

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 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.
- 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.

SCHEDULE 3

SPECIAL CONDITIONS

1. A CITES permit is not required for the export of this kiwi eggshell material, which is exported subject to the requirements that it:
 - contains only shell bio-mineral material, and has no other organic or genetic content, and
 - will not be donated, sold or otherwise transferred to any third party, and
 - is to be used only for the purpose for which Wildlife Act Authority 86127-DOA was issued, that-is for the holder of that authority to study shell composition
2. Any material not destroyed by analysis must be stored securely at the given address in its country of destination (Portugal) on completion of the research. It remains the property of the Grantor but is not required to be returned to New Zealand.

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: **86127-DOA**

THIS AUTHORITY is made this 22nd day of February 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.

SIGNED on behalf of the Grantor by

s9(2)(a)

Stephanie Bowman, Permissions Manager, Hamilton

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature: _____

Witness Name: _____

Neil Fowke

Witness Occupation: _____

Permissions Advisor: Dept of Conservation

Witness Address: _____

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.

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	Species: North Island Brown Kiwi <i>Apteryx mantelli</i> Sample: Eggshell without attached organic material Quantity: Less than one complete shell Purpose: Hold eggshell to study its mineral composition
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) Any other persons authorised by the above
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 March 2021 and ending on and including 28 February 2023
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address is: s9(2)(a) Phone: s9(2)(a) Email: s9(2)(a)
6.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team Department of Conservation 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 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 parts thereof, and any eggs of the wildlife.
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, obtained under this Authority.
3. The Authorised Activity must be undertaken in accordance with the application dated 3/3/2020.
4. If there is surplus eggshell after the Authorised activity is complete, this surplus material may be retained by the authority holder, even after the expiry date. However, any proposed new use for a purpose not covered by this original Authority, including transfer of material to another physical location, person, institute or researcher, will require a new application,
5. 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 [rotorua@doc.govt](mailto:rotorua@doc.govt.nz) (attention: Angela Paget) and permissionshamilton@doc.govt.nz.
 - a. The Authority Number (86127-DOA) and
 - b. A summary of research findings; and
 - c. Any implications for Species- or conservation management
6. The Authority Holder acknowledges that the Grantor may provide a copy of this reports to tangata whenua, to the National Kiwi Hatchery in Rotorua and to the general public if requested.



Wildlife Act Authority for wildlife not on public conservation land

Authorisation Number: 86143-FAU

THIS AUTHORITY is made this 21st day of October 2020

PARTIES:

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

AND

Gleeson Quarries Huntly 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.

SIGNED on behalf of the Grantor by

s9(2)(a)

Raymond Scrimgeour, Operational Manager, Waikato District Office

s9(2)(a)

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature:

Witness Name:

Kimberly Yeoman

Witness Occupation:

Statutory Support officer

Witness Address:

34 Braid Road 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.	Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)	1. Authorised Activities: a. to obtain alive and liberate the absolutely protected wildlife listed under Schedule 4 of this Authority for the purpose of species welfare and management in relation to tree felling/removal subject to Schedule 3.1.
2.	The Land (Schedule 2, clause 2)	Road address: 300 Riverview Road, Huntly 3771 37 degrees 37' 23.19" South: 175 degrees 09' 05.54" East More particularly, "Fill area 4 and Fill area 5" as referred to in the Bat Management Plan annexed to this Authority as Schedule 5.
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	a. s9(2)(a) b. c. d. s9(2)(a) (or other suitably qualified ecologist assigned by 'The Living Tree Company')
4.	Term (Schedule 2, clause 4)	Commencing on and including 26 October 2020 and ending on and including 25 October 2025.
5.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a) Email: 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 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 Bat Management Plan titled *Bat Management Plan for Gleeson Quarry, Huntly dated February 2020*, including Vegetation Removal Protocols contained therein, ("the Bat Management Plan") annexed to this Authority as Schedule 5, forms a Part of this Authority and the Authorised Activities shall be undertaken in accordance with the methods contained therein.
2. Any injured bats found must be taken to take to a suitable veterinarian for triage or further care. If the veterinarian subsequently determines that the wildlife is in a healthy condition, the Authority Holder is authorised to immediately liberate the bats on the Authorised land PROVIDED THAT:
 - a. the bat or bats are liberated outside the area of works but as close to the site where the bat was obtained as practicable; and
 - b. the bat or bats are liberated into an appropriate habitat.
3. In the event any bats are killed or injured by enabling or construction works, or if any vegetation is removed and bats are found in it post-felling, on inspection; then the following shall take place:
 - a. works shall cease immediately, and
 - b. the dead or injured wildlife shall be reported immediately to the Grantor immediately; and
 - c. a review of the development methodology in question shall then be undertaken in conjunction with the Department, and an agreed process to minimise the further killing of Wildlife implemented.
4. The Authority Holder shall ensure that an approved bat ecologist is present during all tree felling on the Land, and on site for removal of all trees considered high risk. The approved ecologist is not required to be present for removal of low risk trees but should be available if their presence becomes necessary due to discovery of bats or suspected bat sign.
5. A full report of all bat monitoring data shall be provided to the Grantor at the conclusion of the tree felling and at any reasonable time upon request by the Grantor during the felling operations. All reports shall be forwarded electronically to the Grantor to Permissions permissions@doc.govt.nz and Waikato District office waikato@doc.govt.nz and shall cite authority number 86143-FAU.
6. All material collected 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. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material. The Authority Holder shall not sell the wildlife.
7. The Authority Holder shall ensure that all supervisors, managers or others in a leadership capacity working under it, carry a copy of this Authority and the Vegetation Removal Protocols at all times and must ensure the Authority terms and conditions are complied with.
8. 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

SPECIES – ABSOLUTELY PROTECTED WILDLIFE

	Common name	Scientific name
1	Long-tailed bat (Pekapeka)	<i>Chalinolobus tuberculatus</i>

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 86213-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

Nga Motu Marine Reserve Society Incorporated (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, 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 Daniel Heinrich
Director, Operations
Hauraki/Waikato Taranaki Region
acting under delegated authority
in the presence of:

s9(2)(a)



Witness Signature

Witness Name: Penny Loomb

Witness Occupation: Personal Assistant

Witness Address: Level 4, 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.

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 and liberate Little penguin (<i>Eudyptula minor</i>) for the purpose of marking for monitoring to obtain scientific data for species research ii. to mark Little penguin (<i>Eudyptula minor</i>) for the purpose of distinguishing any wildlife <p>b. Quantity –</p> <ul style="list-style-type: none"> i. catch alive, mark with PIT tags and liberate – 1000 individuals over the duration of this Authority ii. catch alive, mark with GPS dive loggers and liberate – 200 individuals over the duration of this Authority <p>c. Method –</p> <ul style="list-style-type: none"> i. catch alive – by hand ii. mark – <ul style="list-style-type: none"> a. PIT tags b. GPS Data loggers
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Non-public conservation land along the Taranaki Coastline as per the maps under Schedules 4-6 of this Authority and subject to Schedule 3.19</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. catch alive and liberate</p> <p>s 9 (2) (a)</p> <p>b. mark with PIT tags</p> <p>s 9 3.</p> <p>c. mark with GPS data loggers</p> <p>s 9</p> <p>Any other person subject to Schedule 3.4</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 28 October 2020 and ending on and including 27 October 2030</p>
5.	<p>Authority Holder's</p>	<p>The Authority Holder's address in New Zealand is:</p>

	address for notices (Schedule 2, clause 8)	<div>s9(2)(a)</div> <div></div> <div></div> <p>Email: <div>s9(2)(a)</div></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>

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 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, liberate 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 any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. Insertion of transponders must be carried out according to the relevant Department of Conservation Best Practice guide for penguins.
4. **s9(2)(a)** and **s9(2)(a)** certified as Level 3 operators under the New Zealand National Bird Banding Scheme (NZNBBS) for penguin transponder insertion, 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.
5. GPS loggers (comprising no more than 5% of an **animal's** body weight) may be attached to the wildlife as per the application submitted to obtain this Authority. The Authority Holder is strongly encouraged to use best practice attachment methods. Every reasonable effort must be made to catch alive all individuals and remove devices at the conclusion of the study.
6. 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.
7. If any of the wildlife should die whilst exercising this Authorisation, the Authority Holder must:
 - a. inform the Grantor's New Plymouth District Office (newplymouth@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. at the Authority Holder's cost, 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.

8. Feathers may be removed from the wildlife prior to moulting. The Authority Holder may use these feathers for stable isotope analysis for the purpose of determining diet composition and prey variability.
9. All feathers must be removed with tweezers as close to the base as possible, pulling in the direction the feather lays.
10. All tweezers used to extract feathers must be rinsed in alcohol prior to taking further feather samples from another bird.
11. The Authority Holder may weigh chicks. Chicks must be removed one at a time from the clutch, placed in a cloth bag and weighed with a handheld scale. All chicks must be returned to the nest once weighed.
12. For the duration of this Authority, prior to carrying out the Authorised Activities under Schedule 1.1.a, the Authority Holder must provide the Grantor with a species plan of no more than 600 words, that includes a description of the following:
 - a. what is proposed
 - b. location information
 - c. methods
 - d. notwithstanding Schedule 2.2, the dates when activities are to be carried out
13. The species plans referred to at Schedule 3.13 must be submitted before 31 December in any given year, must be prepared in conjunction with a ranger from the Grantor's New Plymouth District Office (newplymouth@doc.govt.nz) nominated by the Grantor.
14. The Authority Holder must provide an annual report to the Grantor. This report must be electronically forwarded to the Grantor at newplymouth@doc.govt.nz and permissionshamilton@doc.govt.nz citing Authority number 86213-FAU. This report must be submitted by the 31st of July detailing the period ending 30 June.
15. 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.
16. A final report must be submitted within one month of its completion and contain the following:
 - a. the Authority Number [86213-FAU]; and
 - b. a summary of research findings; and
 - c. any implications for conservation managementThe Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.
17. The Authorised Activities shall be undertaken for research purposes only and this research is limited to that contained in the research proposal titled "*Taranaki Koroa Monitoring proposal*", which was submitted with the application to the Grantor to obtain this Authority.

18. The Authorised Activities must only be undertaken at the locations highlighted in purple on the maps contained in Schedules 4-6 of this Authority.
19. 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



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 86237-FAU

THIS AUTHORITY is made this 11th day of August 2020

PARTIES:

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

AND

s9(2)(a) 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 Section 56 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 Nicola Toki
Director Operations
Eastern South Island
acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Sam Robertson _____

Witness Occupation: Personal Assistant _____

Witness Address: 161 Cashel Street, Christchurch

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>1. Activity – To obtain alive, hold and liberate absolutely protected wildlife for the purpose of rehabilitation.</p> <p>2. Species – Any wildlife from the family Spheniscidae (penguins)</p> <p>3. Quantity – As required</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>1. The wildlife shall be held at 9 Taggart Place, Sockburn, Christchurch 8042, subject to Schedule 3, clause 5</p> <p>2. The wildlife shall be liberated as per Schedule 3, clauses 12 & 13</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a) and s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 2020 and ending on and including 2030</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) s9(2)(a) s9(2)(a) s9(2)(a) Phone: s9(2)(a) Email: s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is: Level 2 Grand Central Building 161 Cashel Street Christchurch City Email: permissionschristchurch@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. 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. The Authority Holders must comply with any reasonable request from the Grantor for access to any collected material.
2. The Authority Holders cannot sell the wildlife.
3. This Authority does not confer any right of access over any private land; or public conservation land. Any arrangements necessary for access over any land are the responsibility of the Authority Holders. In granting this Authority the Grantor does not warrant that such access can be obtained.
4. The wildlife and the enclosures in which they are held must be made available for inspection by officers of the Grantor. The Grantor may recover costs of inspections from the Authority Holders.
5. Only injured or sick birds shall be held under this Authority.
6. The Authority Holders must notify the Grantor immediately on receipt of a threatened protected species. (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>)
7. Any banded wildlife received must be reported as instructed on the DOC website: <http://www.doc.govt.nz/conservation/native-animals/birds/bird-banding/reporting-a-bird-band/>
8. All wildlife held under this Authority shall be handled using accepted best practice and as carefully as possible, but if any should die, the Authority Holders shall notify the **Grantor's Otautahi/Christchurch Office** (03) 371-3700 or christchurch@doc.govt.nz, citing Authority number 86237-FAU along **with details of the animal's history**.
9. In the event of the death of any wildlife caught or held under this Authority, the Authority Holders shall:
 - a. ensure appropriate measures are taken to minimise further deaths.
 - b. ensure that the body is chilled (refrigerated) whilst seeking advice from the Grantor whether post-mortem is required
 - c. follow the instructions of the Grantor for delivery of the body for post-mortem examination
 - d. ensure the body is frozen if post-mortem examination is not required and seek advice from the Grantor for disposal
10. The holder may euthanise any protected species on animal welfare grounds only; if it is recommended by a veterinarian; or where directed by the Department of Conservation. For acceptable methods of avian euthanasia, consult the policy document of the New Zealand Veterinary Association (<https://www.nzva.org.nz/page/policyavian>).

11. All wildlife shall 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 Holders must immediately inform the Grantor and comply with any instructions concerning its transfer or disposal.
12. All wildlife shall be liberated where it was found, or the closest safe location, or as directed by the Grantor.
13. When transporting wildlife for liberation, transportation shall comply with the Animal Welfare (Transport within New Zealand) Code of Welfare 2011 (see <https://www.mpi.govt.nz/dmsdocument/1407-transport-within-new-zealand-animal-welfare-code-of-welfare>).
14. Authority holders must complete and return the Wildlife Rehabilitators Self-audit Checklist by the 30 June in each year and submit to permissionschristchurch@doc.govt.nz.
15. All media including photos, film and social media must not cause any distress or anxiety to the wildlife or disturb it in any way and must only occur during usual and necessary rehabilitation care. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of your rehabilitation operation i.e. that individuals are held in temporary captivity for the purpose of rehabilitation with permission from the Department of Conservation. Only authorised personnel may handle the wildlife and only for the purpose of rehabilitation care.
16. The Grantor is not liable for the costs of any veterinary treatment to the protected species except in exceptional circumstances to be determined by the Grantor and provided the Grantor has given his/her prior written approval to meet such costs.
17. 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 transferred, released, currently in care, were euthanised or died. The Authority Holder must submit to permissions@doc.govt.nz by 30 June in each year a copy of these annual records.
18. The Authority Holders must make these annual records available for inspection at any time by persons authorised in writing by the Grantor for that purpose.
19. The Authority Holder may apply for variations to the Authority; this must be done by contacting the Permissions team where the original authorisation was processed.
20. The Authority Holders must immediately inform the Grantor if they no longer wish to hold protected species or participate in their rehabilitation.
21. The Grantor may at any time revoke this Authority or may at any time review and/or vary the conditions pertaining to this authority if any conditions contained in this Authority are breached or for any other reason that the Grantor may decide.

22. Upon receipt of written notice of revocation of this Authority the Authority Holders must immediately surrender to the Grantor the protected species held under this Authority; and for this purpose the holder authorises the Grantor by his agents to enter onto the property of the holder to uplift the protected species if the holder fails, neglects or otherwise refuses to surrender it. The cost of this will be recovered from the Authority Holders.

Released under the Official Information Act



Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 86237-FAU

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

PARTIES:

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

AND

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

BACKGROUND

- A.** By an Authorisation dated the 11th day of August 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 1953 the Grantor varies the Authority as follows:

- (i) To the Operative Parts add "*the Wildlife Regulations 1955*"
- (ii) Schedule 1.1.1 is deleted and replaced with:
 - "Activity
 - a. *To obtain alive, hold in possession and liberate absolutely protected wildlife for the purpose of rehabilitation from the family Spheniscidae (penguins)*
 - b. *To mark Little blue penguin (Eudyptula minor) for the purpose of distinguishing any wildlife*
- (iii) Schedule 1.1.2 is deleted
- (iv) To Schedule 1.1 add:
 - "3. Method
 - a. *Little blue penguin must only be marked with transponders*
- (v) Schedule 1.2.2 is deleted and replaced with:
 - "The wildlife must be liberated as per Schedule 3, clauses 12,13 and 22"

- (vi) Schedule 1.1.3 is deleted and replaced with:
- “a. To obtain alive, hold in possession and liberate absolutely protected wildlife for the purpose of rehabilitation any wildlife from the family Spheniscidae (penguins)*
 - i. Thomas Stracke*
 - ii. Kristina Schutt*
 - b. To mark Little blue penguin (Eudyptula minor) for the purpose of distinguishing any wildlife*
 - i. Thomas Stracke”*
- (vii) To Schedule 3 add a new clause:
“22. Little blue penguin may be liberated at Harris Bay, in the vicinity of Taylor’s Mistake, Canterbury”
- (viii) To Schedule 3 add a new clause:
“23. Insertion of transponders must be carried out according to the relevant DOC Best Practice guide for Little penguins”.
- (ix) To Schedule 3 add a new clause:
“24. Henry Elsom, certified as a Level 3 operator under the New Zealand National Bird Banding Scheme (NZNBBS) for penguin transponder insertion, must oversee and be accountable for the Authorised Activity of marking. Persons certified as Level 2 operators may operate without direct supervision but must operate under the general direction of a Level 3 Certified person. Level 1 certified persons must be directly supervised by a Level 3 Certified person”.

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 Nicola Toki
 Director, Operations
 Eastern South Island Region
 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 of Conservation's office at 18-32 Manners Street, Wellington.

Released under the Official Information Act

Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 86276-FAU

THIS AUTHORITY is made 23 of June 2020

PARTIES:

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

AND

Mt Cass Wind Farm 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)

23 June 2020

SIGNED on behalf of the Grantor by **Andrew Thompson, Operations Manager, Mahaanui District Office** 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

	<p>Authorized activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p><u>Species:</u></p> <ul style="list-style-type: none"> i. Waitaha gecko <i>Woodworthia cf. brunnea</i> ii. Canterbury spotted skink <i>Oligosoma aff. lineocellatum</i> ‘central Canterbury’ iii. McCann’s skink <i>Oligosoma maccanni</i> iv. Southern Grass skink <i>Oligosoma aff. polychroma</i> Clade 5 v. Marlborough spotted skink <i>Oligosoma aff. lineocellatum</i> ‘south Marlborough’ <p><u>Activity:</u></p> <ul style="list-style-type: none"> vi. to catch alive, handle, take measurements and release at the point of capture for the purpose of the Long Term Monitoring Programme for species management in accordance with Resource Consent 100059, and more specifically the Lizard Management Plan dated 17 June 2020 titled “DOC Wildlife Authority Application – Mt Cass lizard monitoring” contained under Schedule 4 of this Authorisation, subject to Schedule 3.1 <p><u>Quantity:</u></p> <ul style="list-style-type: none"> vii. As required. <p><u>Methodology:</u></p> <ul style="list-style-type: none"> viii. Catch alive twice a year at locations identified as A, B, D, X, Y, Z (known as Long Term Sites) in Schedule 5 using: <ul style="list-style-type: none"> a. Artificial Cover Objects, subject to Schedule 4 <p><u>Marking:</u></p> <ul style="list-style-type: none"> iv. Xylene-free mark on ventral surface to provide unique ID, subject to Schedule 3.9
	<p>The Land (Schedule 2, clause 2)</p>	<p>Mt Cass, North Canterbury, subject to Schedule 5.</p>
	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s 9 (</p> <ul style="list-style-type: none"> iii. Others under the direct supervision of s9(2)(a) or approved by the Grantor
	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 October 2020 and ending on and including 30 September 2025.</p>
	<p>Authority Holder’s</p>	<p>The Authority Holders address in New Zealand is:</p>

	address for notices (Schedule 2, clause 8)	<div>s9(2)(a)</div> <div></div> <div></div> <p>Email: <div>s9(2)(a)</div></p>
	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 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, including to change or update names listed as Authorised Personnel (Schedule 1 Clause 3) .

Released under the Official Information Act

SCHEDULE 3

SPECIAL CONDITIONS

1. The Lizard Management Plan submitted to the Grantor with the application to obtain this Authorisation, and annexed to this Authority as Schedule 4, forms a Part of this Authority.
2. The Authorised Activities must be undertaken in accordance with the Lizard Management Plan included in the application to obtain this Authorisation, subject to any post receipt amendments.
3. Authorised Activities (and any Variations subject to Schedule 2.11) must maintain the quality, integrity and consistency of data collection for the overall lizard monitoring project in Mt Cass Conservation Area, specified in this Authorisation (Long Term Monitoring) and Authority 81670-FAU (Short Term and Salvage Monitoring).

Best Practice Guidelines

4. The Authority Holder is to use current best practice when undertaking the Authorised Activity. Best practice manuals can be found in the online DOC Biodiversity inventory and monitoring toolbox for Herpetofauna: <https://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>

Ownership of absolutely protected wildlife

5. 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.

Monitoring

6. Artificial cover objects (ACOs) are to be placed at the survey sites three months prior to each annual monitoring event (to settle into the environment) and must be removed at the conclusion of each annual event.
7. ACOs are not to be in-situ (present at the monitoring sites) over winter to avoid mouse predation when lizards are inactive.
8. A minimum of 30 ACOs per grid and two monitoring checks per monitoring session are to be employed to keep monitoring consistent with the baseline monitoring conducted between 2013 and 2015.
9. Photo identification must be used for lizards, in addition to temporary marks (Schedule 1, Clause 1(iv)).

Survey Conditions

10. Lizard surveys are to be undertaken during temperature range of 12-18°C, no rain, and at low levels of relative humidity.
11. Surveys should not be undertaken during the birthing for period for the relevant species.
12. Lizard surveys should occur late summer/early autumn with consideration given to ensuring consistent and optimal climate conditions year on year for monitoring relevant species.

13. Lizard surveys should not be undertaken during winter or due to low capture rates at these times.

Capture and Handling of Lizards.

14. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
15. 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/>
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 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.
18. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
19. The Authority Holder must ensure the activity is supervised by an experienced lizard handler approved by the Grantor and named in Schedule 1.3.

Death of wildlife associated with activities covered by the Authority

20. 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.

This special condition does NOT authorise the killing of any lizards.

Injured Wildlife

21. 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. For the purpose of this authorisation, Graham Ussher is a qualified herpetologist.

Novel lizard species

22. Should a species be identified that is not listed in Schedule 1, Clause 1, DOC is to be notified via the local district office and the herpetofauna@doc.govt.nz email with an Amphibian and Reptile Distribution System (ARDS) card (see: <https://www.doc.govt.nz/our-work/reptiles-and-frogs-distribution/atlas/species-sightings-and-data-management/report-a-sighting/>). The Environmental/Lizard Management Plan will also be updated to include the new species.

Survey reports

23. The Authority Holder must provide an annual report to the Grantor. These reports must be electronically forwarded to the Grantor at mahaanui@doc.govt.nz and permissionshamilton@doc.govt.nz, and herpetofauna@doc.govt.nz, citing the Authority Number [86276-FAU]. These reports must be submitted by the 30th June each year for the life of this Authorisation.

The report/s are to include the following:

- a. the Authority Number 86276-FAU.
- b. a summary of research findings;
- c. results of all surveys, monitoring or research, including:
 - i. Catch rates (species/ ACO) per monitoring day (+/- standard error), with results compared between sites and treatments, and with baseline abundance indices;
 - ii. Relative change in catch rates between years and sites, reported as change relative to the baseline catch rate for that site. Non-overlap of standard error bars will provide a coarse indication of statistical significance;
 - iii. Estimates of change in relative abundance of lizards and change in net-value of geckos;
 - iv. Mouse numbers found occupying ACOs; and
 - v. Any mortalities of lizards in ACOs and probable cause.
- d. any implications for conservation management;
- e. Amphibian and Reptile Distribution System cards for all herpetological sightings or captures (for more information refer to <https://www.doc.govt.nz/our-work/reptiles-and-frogs-distribution/atlas/species-sightings-and-data-management/report-a-sighting/>);
- f. Description of how the Lizard Management Plan was implemented including any difficulties encountered, monitoring success and what contingency actions were required;
- g. Other relevant detail such as general description of the vegetation/habitat in the survey area; dates and times of survey; weather conditions during the survey; location of transects/survey tracks/survey effort; total time spent on the survey; personnel involved; etc.

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

24. Within 3 months of the termination of this Authority, the Authority Holder must forward a final copy of the research/monitoring findings, reports and publications electronically to the Grantor at mahaanui@doc.govt.nz, permissionshamilton@doc.govt.nz and herpetofauna@doc.govt.nz.

Records

25. All monitoring records must be made available for inspection at reasonable times by officers of the Grantor.

Authorised Personnel

26. Any changes to the Authorised Personnel are subject to Schedule 2 Clause 11.1 and a minimum of eight weeks should be allowed to process the Variation application.

Released under the Official Information Act

SCHEDULE 4

DOC Wildlife Authority Application – Mt Cass lizard long term monitoring dated 17 June 2020 [DOC-6328235](#) . Will be printed out and attached to Authority.

Released under the Official Information Act

SCHEDULE 5

Mt Cass wind farm site showing location of long-term monitoring sites (sites A, D, B, X, Y and Z), and release sites for salvaged lizards (Sites 1 and 2).





Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 86302-CAP

THIS AUTHORITY is made this 21st day of April 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 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</i> cf. <i>brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 21 st April 2020 and ending on and including 30 th October 2025
4.	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></p> <p></p>

		Phone: s9(2)(a) Email: s9(2)(a)
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 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:
- a. the other person holds an Authority to keep the protected species in captivity; or
 - b. 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):
- 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.
- 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: 86313-CAP

THIS AUTHORITY is made this 18th day of December 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) of the Wildlife Act 1953, subject to the terms and conditions contained in this

s9(2)(a)

Signed by Gareth Hopkins
Operations Manager
New Plymouth District Office
acting under delegated authority
in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Jacob Stenner

Witness Occupation: Senior Ranger, Community

Witness Address: 55A Rima Street, New Plymouth

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>1. Activity - to obtain alive for the purpose of species preservation the absolutely protected wildlife listed under Schedule 4 of this Authority</p> <p>2. Method – by way of transfer under Authority 39101-CAP from Jill Hingston</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 18 December 2020 and ending on and including 17 December 2022
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> <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; 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 obtained alive under this Authority may be held in ongoing possession by the Authority Holder.
2. 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.
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 Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
5. 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.
6. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection.
7. The 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/hāpu/iwi.
8. The Authority Holder must follow the directions of any relevant Captive Management Plans and/or approved Husbandry Manuals and the DOC appointed Captive Coordinator.
9. The Authority Holder must keep detailed records of the lizards held including (but not limited to), original wild source location, location of previous holding facility and holder, parentage (including generations in captivity and relatedness), births, identification of offspring, mass (at least once per year), snout to vent length (at least once per year), deaths and exchange of wildlife with other holders. These records are to be available for inspection by officers of the Grantor at all reasonable times.

10. Where the Authority Holder deviates 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.
11. The species must not be housed with any other species.
12. The Authority Holder must ensure that NO mixing and interbreeding of geographic populations (or species) occurs.
13. The lizards and their progeny may not be released unless directly instructed by Grantor, and in accordance with an approved translocation proposal.
14. 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.
15. The following clauses are deleted from Schedule 2 of this Authority:
 - a. 2.2
 - b. 2.3
 - c. 2.5
 - d. 2.6
16. 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
1. Starred gecko	<i>Naultinus stellatus</i>
2. Rough gecko	<i>Naultinus rudis</i>

Released under the Official Information Act



Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 86313-CAP

THIS DEED OF VARIATION OF AN AUTHORITY is made this day 13 of October 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 18th day of December 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) Clause 1 of Schedule 1 is deleted and replaced with:

- 1. Activity – to obtain alive and have in possession absolutely protected wildlife protected under the Wildlife Act 1953 and to obtain the eggs of such wildlife for the purpose of hatching any such eggs and of rearing any progeny arising from that hatching
- 2. Species –
 - 1. Duvaucels gecko (*Hoplodactylus duvauceli*)
 - 2. Taranaki goldstripe gecko (Taranaki goldstripe gecko)
 - 3. Starred gecko (*Naultinus stellatus*)
 - 4. Rough gecko (*Naultinus rudis*)
 - 5. Marlborough gecko (*Naultinus manukanus*)
 - 6. Mossy gecko (*Naultinus tuberculatus*)
 - 7. Jewelled gecko (*Naultinus gemmeus*)
- 3. Quantity - as required subject to Schedule 3 Clause 18
- 4. Purpose - to hold in permanent captivity

(ii) Clause 2 of Schedule 1 is deleted and replaced with:

s9(2)(a)
[Redacted]
[Redacted]

(iii) Clause 3 of Schedule 1 is deleted and replaced with:

s
9
([Redacted]
[Redacted]

(iv) All clauses of Schedule 3 are deleted and replaced with:

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 permissions@doc.govt.nz and wellington@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 clauses 2.2, 2.3, 2.5 and 2.6 are deleted.

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 Gareth Hopkins, Operations Manager, 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 of Conservation's office at 18-32 Manners Street, Wellington.



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 86315-CAP

THIS AUTHORITY is made this day 24th April 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 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</i> cf. <i>brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	<p>s9(2)(a)</p> <p></p> <p></p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 24 April 2020 and ending on and including 30 th October 2025
4.	Authority Holder’s address for notices	<p>The Authority Holders address in New Zealand is:</p> <p>s9(2)(a)</p>

	(Schedule 2, clause 8)	<div>s9(2)(a)</div> <div>Phone: s9(2)(a)</div> <div>Email: s9(2)(a)</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 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



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 86321-CAP

THIS AUTHORITY is made 30th Day of April 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 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</i> cf. <i>brunnea</i> (Canterbury gecko)
2.	The Location (Schedule 2, clause 2)	s9(2)(a)
3.	Term (Schedule 2, clause 4)	Commencing on and including 30 th April 2020 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>

		Email: s9(2)(a)
5.	Grantor's address for notices	The Grantor's address for all correspondence is: Permissions Team 73 Rostrevor Street Level 4 Hamilton 3240 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 located on public conservation land and other land

Authorisation Number: 86347-FAU

THIS AUTHORITY is made this 23rd day of December 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:

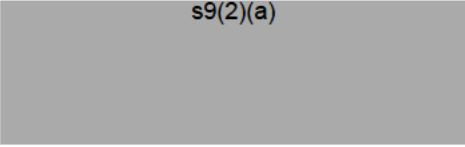
AUTHORISES the Authority Holder under Section(s) 41, 42, and 53 of the Wildlife Act 1953; and **AUTHORISES** the Authority Holder pursuant to sections 5 of the National Parks Act 1980; and **PERMITS** the Authority Holder pursuant to section 49 of the Reserves Act 1977 subject to the terms and conditions contained in this Authority and its Schedules.

s9(2)(a)

SIGNED on behalf of the Grantor by **Elizabeth Anne Wallace, Operations Manager**
Te Anau District, acting under delegated authority

in the presence of:

s9(2)(a)

A large grey rectangular box redacting the signature of the witness.

Permissions Advisor | Kaitūtohu
Department of Conservation
Level 1 John Wickliffe House, 265 Princess St, Dunedin

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>Capture, mark and release of <i>Geodorcus helmsi</i> at approved locations; and</p> <p>Field observation of <i>Geodorcus helmsi</i> behaviours at the approved locations; and</p> <p>Collection of up to 80 <i>Geodorcus helmsi</i> 10 males and 10 females at each location to establish a captive population for research purposes; and</p> <p>Development of captive breeding/rearing protocols; and</p> <p>Scanning electron microscopy (SEM) to identify and compare sensory structures on dead specimens of <i>Geodorcus helmsi</i>; and</p> <p>Undertake behavioural, mating, male competition and pheromone studies on the captive population as described in the research proposal: The mating behaviour of the endemic New Zealand stag beetle <i>Geodorcus helmsi</i> (Coleoptera: Lucanidae) 04/09/2020; refer Schedule 4.</p>
2.	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	<p>Public Conservation Land:</p> <p><u>Conservation Area:</u></p> <p>Blue Mountains Forest (NaPALIS ID: 2800321)</p> <p>Tapanui Recreation Reserve (NaPALIS ID: 2800461)</p> <p>Fiordland National Park, old growth forest near Lake Hauroko (NaPALIS ID: 2801633)</p> <p><u>Stewart Island / Rakiura</u></p> <p>Raroa Scenic Reserve (NaPALIS ID: 2800461)</p> <p>Golden Bay Scenic Reserve (NaPALIS ID: 2800894)</p> <p>Dundee Street Conservation Area: NaPALIS ID: (2800904)</p> <p>Paterson Scenic Reserve (NaPALIS ID: 2800892)</p> <p>Horseshoe Bay Conservation Area (NaPALIS ID: 2800885)</p> <p><u>Other Land:</u></p> <p>Mores Scenic Reserve (Southland District Council) (NaPALIS ID: 2804393)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity</p> <p>(Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p></p> <p></p> <p></p> <p>And research assistant(s) under the supervision of the above.</p>

4.	Term (Schedule 2, clause 4)	Commencing on and including 21 st December 2020 and ending on and including 31 st December 2023
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>Department of Zoology 340 Great King Street North Dunedin Dunedin 9016</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>Hamilton 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 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:
1. in the case of personal delivery, on the date of delivery;
 2. in the case of post, on the 3rd working day after posting;
 3. 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. 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. This Authorisation only permits activities outlined in the application titled; The mating behaviour of the endemic New Zealand stag beetle *Geodorcus helmsi* (Coleoptera: Lucanidae). Included in Schedule 4.
4. Should new species of invertebrates be found, the Authority Holder must ensure the type specimens are to be lodged at an appropriate national collection listed in Schedule 5.

Captive Population

5. If any mortality is detected, due consideration shall be made, and documented, that show measures have been taken to reduce mortality.
6. The Authority Holder is to develop a protocol for managing and preventing fungal infection as part of the *Geodorcus helmsi* captive population management.
7. If 20% of the collected beetle die the Authority Holder will notify the Te Anau District Office; and
 - a. The Authority Holder will provide a report including the following
 - b. The Authority Number 86347-FAU; and
 - c. The causes of mortality, where known; and
 - d. Progress made on addressing the causes of mortality; and
 - e. Progress made toward developing a protocol for captive breeding of *Geodorcus helmsi*.
8. If 20% of the collected beetles die, the Grantor may review the Authority; and the Authority may be varied or terminated.

Vegetation clearance, historic sites, non-target wildlife and Track markers

9. 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.
10. The Authority Holder will check for any known heritage values and/or archaeological sites and demonstrate how this has been done before undertaking any invasive survey work. <https://www.heritage.org.nz/the-list>
11. The Authority Holder will not undertake soil disturbance in areas with known heritage and/or archaeological sites, without consulting an archaeologist and/or obtaining a Heritage New Zealand Pouhere Taonga authority. This includes sites advised by the District Office as having heritage or archaeological values.
12. The Authority Holder will take all reasonable steps to ensure heritage and archaeological sites are not disturbed or damaged.

Accidental Discovery Protocol

13. The Authority Holder must take all reasonable care to avoid any archaeological values on the Land which includes (but is not limited to) historic sites and protected New Zealand objects. In the event that archaeological sites or other features with heritage values are found:
 - (a) Work must cease immediately until further notice and advice must be sought from the Grantor;
 - (b) If it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted and its advice sought;
 - (c) **If it is an archaeological site relating to Māori activity then local iwi must be contacted and their advice sought;**
 - (d) If it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days;
 - (e) If it is human remains the New Zealand Police should also be notified;
 - (f) In the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Authority Holder must not recommence work until permitted to do so by the Grantor.

Reporting

14. 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.
15. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested.

Myrtle Rust Biosecurity

16. 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 pōhutukawa, mānuka, kānuka, rātā and ramarama.** See <https://www.myrtlerust.org.nz/>.
17. 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.
 - a. Report the infection by using the iNaturalist app (this can be done through the mobile or web app <https://inaturalist.nz/projects/myrtle-rust-reporter>), or record the approximate location to report on return.
 - 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.
 - d. Check all persons and equipment for myrtle rust spore contamination, it looks and acts like a yellow powder and is easily spread when disturbed.
18. The Authority Holder and their team members shall wash all contaminated equipment and clothing as soon as possible to remove any spores (which may be invisible). Wash in an extended hot ($\geq 40^{\circ}\text{C}$) **wash with detergent or follow options (point 7.) found here** <https://www.myrtlerust.org.nz/assets/Uploads/How-to-remove-infected-myrtle-plants-and-safely-dispose-of-the-waste.pdf>
19. The Authority Holder and their team members shall have a hot shower and clean their hair after cleaning contaminated gear to remove any spores (which may be invisible).

Didymo biosecurity

20. 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 - <https://www.mpi.govt.nz/travel-and-recreation/outdoor-activities/check-clean-dry/>.** The Authority Holder must regularly check this website and update their precautions accordingly.



Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 86347-FAU

THIS DEED OF VARIATION OF AN AUTHORITY is made this [24] day of [September] 20[21]

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 23rd day of December 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.** By the same Authorisation, the Director-General of Conservation or the Minister of Conservation granted an Authority under the legislation applying to the public conservation land to the Authority Holder upon the terms and conditions expressed and implied in the Authority.
- C.** 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. Clause 2 of Schedule 1 is deleted and replaced with:

Public Conservation Land:

Blue Mountains Forest (NaPALIS ID: 2800321)
Tapanui Recreation Reserve (NaPALIS ID: 2800461)
Fiordland National Park, old growth forest near Lake Hauroko (NaPALIS ID: 2801633)
Mores Scenic Reserve (Southland District Council) (NaPALIS ID: 2804393)

Stewart Island / Rakiura:

Raroa Scenic Reserve (NaPALIS ID: 2800461)
Golden Bay Scenic Reserve (NaPALIS ID: 2800894)
Dundee Street Conservation Area: NaPALIS ID: (2800904)

Paterson Scenic Reserve (NaPALIS ID: 2800892)
Horseshoe Bay Conservation Area (NaPALIS ID: 2800885)
Ulva Island (Rakiura National Park) (NaPALIS ID: 2801496)

Other land:
Mamaku Point Conservation Reserve (private land on Rakiura)

ii. Clause 1 of Schedule 1 is deleted and replaced with:

Capture, mark and release of *Geodorcus helmsi* at approved locations; and
Field observation of *Geodorcus helmsi* behaviours at the approved locations; and
Collection of up to 80 *Geodorcus helmsi* 10 males and 10 females at each location (except Ulva Island and Mamaku Point) to establish a captive population for research purposes; and
Development of captive breeding/rearing protocols; and
Scanning electron microscopy (SEM) to identify and compare sensory structures on dead specimens of *Geodorcus helmsi*; and
Undertake behavioural, mating, male competition and pheromone studies on the captive population as described in the research proposal: The mating behaviour of the endemic New Zealand stag beetle *Geodorcus helmsi* (Coleoptera: Lucanidae) 04/09/2020; refer Schedule 4.

iii. The following clauses are added to Schedule 3:

21. The Authority Holder shall adhere to the Ulva Island guidelines, detailed in the Welcome to Wharawhara Ulva Island Open Sanctuary document (Appendix 1)
22. The Authority Holder shall ensure that all equipment (including shoes and socks) is thoroughly cleaned before entering any sampling area on Ulva Island/Te Wharawhara to prevent the spread of weeds and pest plants.
23. The Authority Holder must undertake Quarantine in the DOC Rakiura Quarantine store with DOC staff before traveling to Ulva Island/Te Wharawhara to conduct research.
24. The Authority Holder must contact the Rakiura District Office at least 10 working days before undertaking the activity on Ulva Island/Te Wharawhara, to allow Quarantine checks to be scheduled into the workplan.
25. The Authority Holder must work out of site of the main walking tracks so as not to (a) impact on visitor experience and (b) highlight the presence and ease of collection of *Geodorcus helmsi*.

Pursuant to section 5 of the National Parks Act 1980

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 Aaron Fleming, Director Operations Southern South Island acting under delegated authority

in the presence of: Tze-Yu Joanne Liew

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: 86354-FAU

THIS AUTHORITY is made this 1st day of May 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 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 Stephanie Bowman, Permissions Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Liam Thomas

Witness Occupation: Permissions Advisor (Department of Conservation)

Witness Address: Hamilton Shared Service Centre, 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.

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a) Activity – to catch alive, have in possession, and liberate absolutely protected species for survey and monitoring</p> <p>b) Species – Hochstetter’s Frog (<i>Leiopelma hochstetteri</i>) Archey’s Frog (<i>Leiopelma archeyi</i>) Northern Striped Gecko (Toropuku)</p> <p>c) Quantity – Up to 300 of each species</p> <p>d) Method – As described in the Herpetofauna inventory and monitoring toolbox at http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/ and as set out in Schedule 3.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Private Land subject to standard condition 2.3:</p> <ul style="list-style-type: none"> ➤ Mahakirau Forest Estate ➤ Driving Creek Sanctuary ➤ Te Kauae O Maui Nature Reserve (Te Kauai O Maui)
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a) and those directly under the Authority Holder’s supervision deemed suitably qualified and experienced to undertake the authorised activity</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>10 years commencing on and including 1 May 2021 and ending on and including 30 April 2031</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>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 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

Property of the Crown

1. 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. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material. The Authority Holder cannot sell the wildlife.
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.

Reporting

3. The Authority holder shall provide an annual report to the Grantor. This report shall be electronically forwarded to the rest of the native Frog Recovery Group (and/or to **'Terrestrial Science Unit'** if requested), and to permissionshamilton@doc.govt.nz, citing Authority number 86354-FAU. This report shall be submitted by the 31st of December annually.
4. Upon completion of the research or revocation of this Authority, the Authority Holder shall forward a copy of the research findings, reports and publications to the Grantor within one month of the final report being completed. The final report shall be forwarded electronically to permissionshamilton@doc.govt.nz citing Authority number 86354-FAU, and to the rest of the Native Frog **Recovery Group and/or to 'Terrestrial Science Unit' if requested**. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua. This report shall contain any implications for conservation management.
5. 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.
6. The Authority Holder must provide the reports requested in special conditions 2-4 above to the relevant District Office where data has been collected in that District. For Coromandel locations forward the information to community.coromandel@doc.govt.nz.
7. The Authority Holder must include the Whitianga District Office and/or Hauraki District Office in any communications where relevant data on native frog distribution has been collected (community.coromandel@doc.govt.nz).

Native Frog Survey Research, and/or Monitoring

8. The Authority Holder must adhere to the current national Frog Hygiene Protocol attached to this Authority to minimise the possible spread of chytrid fungus and other pathogens.
9. The Authority Holder must only use people fitting the following description; **"Suitably qualified ecologist including herpetologist" that means a herpetologist who:**

- a. Demonstrates expertise and experience in frog survey, capture, handling and release, including extended periods of experience undertaking frog surveys. They will understand and demonstrate competency in survey methods and searching techniques (including where, when and in what conditions it is best to survey to maximise detection), frog identification, and safe capture, handling and release of frogs to the satisfaction of the Manager (who will consult with the Native Frog Recovery Group).

AND

- b. **If an 'approved handler' system for assessing herpetologist competency** is approved by the Department during the term of this Authority, it will be the required standard for any **'suitability qualified ecologist including herpetologist'** working under this Authority.
-
10. The Authority Holder must take all practicable steps to minimise trampling and disturbance of frogs/Geckos and their habitat by:
 - a. Using the same marked access routes for access to the site.
 - b. Avoiding survey of habitat that may result in crushing or collapse of delicate refugia, e.g. stream seepages with small stacked pebbles that could collapse entirely if searching is attempted.
 - c. Returning all captured and handled frogs to their original capture point using a system of release that avoids the risk of liberated frogs being disturbed or trampled.
 11. Frog 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/>, the Frog Hygiene Protocol and those listed below, to minimise the risk of injury or death:
 - a. Catch frogs by gently scooping and holding the frog in cupped, gloved hands, or by gently holding the middle of the frog between 1st or 2nd forefingers and thumb. Do not squeeze the frog and never hold it by the legs or head.
 - b. Frogs should be placed in a safe location to avoid accidental trampling. If holding frogs during the day, they must be held out of direct sunlight and bright day light to minimise the risk of overheating, drying out, stress and/or death.
 - c. Release frogs at the original capture point and check bags to ensure every frog has been released. If releasing frogs during the daytime, they should be released next to the cover object under which they were found and gently tapped with a gloved hand to encourage them to return under the refugia.
 - d. New gloves and new bags should be used for each individual frog found.

Native Lizard Survey Research, and/or Monitoring

12. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.

13. 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/>.
14. 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. The Authority Holder must ensure all live capture traps contain retreats to minimise risk of predation events within the trap.
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 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.
18. The Authority Holder must only use methods to search for lizards that preserve habitat quality.
19. Lizards must only be handled by Personnel Authorised to Undertake this Activity listed in schedule 1(3), or under the direct supervision of the Authorised Personnel and in accordance with the conditions of this Authority. The Authority holder takes full responsibility of others carrying out the activity under their direct supervision.
20. The Authority Holder must not euthanise any wildlife. Euthanising any wildlife must only be done in accordance with the following:
 - a) the Authority Holder consults with the relevant Captive Co-ordinator (as applicable) and obtains an authority from the Grantor to kill absolutely protected wildlife; or
 - b) a veterinarian recommends euthanasia on animal welfare grounds and carries out the euthanasia.
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.
22. If, during the authorised activities of catch, transfer or liberate, >5% mortality is observed for lizards classified as Not Threatened or At Risk and >2% mortality is observed for Threatened species, the authorised activities must cease immediately and the Grantor must be informed within 5 working days.

Kauri Dieback Disease Biosecurity

23. 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.

Myrtle Rust Biosecurity

24. 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.
- e. 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:
 - i. Spray obviously contaminated clothing/hats and then place items in a large plastic bag;
 - ii. Tie and spray the outside of the bag;
 - iii. Mist spray other clothing being worn;
 - iv. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc.;
 - v. 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.

Termination

25. A new clause 7.1(c) is added to Schedule 2 to read as follows:

“Or any other reason that the Grantor may **decide.”**

Released under the Official Information Act



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 86379-CAP

THIS AUTHORITY is made this 18th day of May 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 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)	<p>s9(2)(a)</p> <p></p> <p></p>
3.	Term (Schedule 2, clause 4)	Commencing on and including 15 th May 2020 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>[REDACTED] s9(2)(a)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Phone: [REDACTED] s9(2)(a)</p> <p>Email: [REDACTED] s9(2)(a)</p>
5.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>National Transaction Centre Level 1, John Wickliffe House 265 Princes Street Dunedin 9016</p> <p>Email: doclizards@doc.govt.nz</p>

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: 86389-FAU

THIS AUTHORITY is made this 7th day of September 2020

PARTIES:

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

AND

The Kiwi 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 (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 Jack Mace, Director, Operations, Lower North Island acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Sanjay Thakur

Witness Occupation: Permissions Advisor

Witness Address: Department of Conservation, Dunedin Office

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 and handle ii. To hold in temporary captivity iii. To transfer iv. To mark v. To kill <p>b. Purpose –</p> <ul style="list-style-type: none"> i. For the purpose of species management <p>c. Species –</p> <ul style="list-style-type: none"> i. North Island brown kiwi (<i>Apteryx mantelli</i>) <ul style="list-style-type: none"> a. Eggs b. Juvenile chicks <p>d. Method –</p> <ul style="list-style-type: none"> i. To mark by way of transponder ii. To take samples by way of: <ul style="list-style-type: none"> a. Up to 5 pin feathers by plucking b. Blood samples as required c. Blood smear as required d. Cloacal swab as required iii. To kill by way of euthanasia only
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Westshore Kiwi Facilities 1 Watchman Road Westshore Napier 4110</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>c. persons who have been accredited in writing as kiwi handlers, or are under the direct supervision of an accredited kiwi handler trainer</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 07 September 2020 and ending on and including 06 September 2023</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is: Kiwis for kiwi B:Hive - Smales Farm 74 Taharoto Road, Takapuna Auckland 0622 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 4 73 Rostrevor Street Hamilton, 3204</p> <p>Email: permissionshamilton@doc.govt.nz</p>
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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 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. Ownership of absolutely protected wildlife

- 1.1 This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation. 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.
- 1.2 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.
- 1.3 The Authority Holder must store any surplus material including egg shells, feathers and the remains of dead birds until such time as the Authority Holder has consulted with the Grantor and the Grantor has issued a direction relating to the future use and/or ultimate disposal of such material.

2. Euthanasia

- 2.1 The Authority Holder must not euthanise any kiwi unless:
 - a. A veterinarian recommends euthanasia on animal welfare grounds; or
 - b. The Authority Holder euthanises the wildlife under direction from the Grantor; or
 - c. Expressly authorised by the Grantor to do so.

3. Captive holding

- 3.1 The Authority Holder may only transfer or receive the protected species, or parts thereof to or from another Authority Holder if:
 - a. The other person holds an Authority to undertake Operation Nest Egg which includes the transfer of eggs and chicks; or
 - b. The other person holds an Authority to act as a crèche or raising kiwi until they are ready for release.
- 3.2 No manipulation or handling of the protected species other than for husbandry or welfare purposes is permitted without prior consultation and written permission of the Grantor. Manipulation or handling of the protected species solely for the purpose of public viewing is not permitted.
- 3.3 The Authority Holder must immediately notify the Grantor of any disease outbreaks, unusual deaths, escape or disappearance of any kiwi held under this Authority, with full details of the situation, origin, history in captivity, date of death/escape/disappearance.
- 3.4 The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the wildlife.
- 3.5 The Grantor may at any time terminate this Authority or may at any time review and/or vary the conditions pertaining to this Authority if any conditions contained in this Authority are breached or for any other reason that the Grantor may decide.

3.6 Upon receipt of written notice of revocation, suspension or termination of this Authority, the Authority Holder must surrender to the Grantor the Protected Species held under this Authority; and for this purpose the Authority Holder authorises the Grantor to enter onto the property of the Authority Holder to uplift the Protected Species if the Authority Holder neglects, fails or otherwise refuses to surrender them.

4. ONE conditions

4.1 The Authority Holder must ensure that only appropriately accredited personnel who have been approved in writing by the Kiwi Recovery Group or are under the direct supervision of an accredited kiwi handler trainer are involved in carrying out the Authorised Activity.

4.2 The Authority Holder must provide the Grantor with evidence of the competency and qualifications of its employees if the Grantor so requests.

4.3 The Authority Holder shall ensure that the latest version of the ONE Incubation and Chick Rearing Best Practice Protocols (<https://www.doc.govt.nz/Documents/conservation/native-animals/birds/operation-nest-egg-protocols.pdf>) are adhered to, while using the current version of the Brown Kiwi (*Apteryx mantelli*) Husbandry Manual (<https://www.kiwisforkiwi.org/wp-content/uploads/2016/01/2015-FINAL-Brown-Kiwi-Husbandry-Manual-updated.pdf>) as reference and guidance.

4.4 The Authority Holder consents to audits being undertaken, to inspect the protected species, the facilities in which they are contained, and adherence to the latest version of the ONE Incubation and Chick Rearing Best Practice Protocols (referred to in clause 5.3). The Authority Holder must comply with any directions of the auditor and provide reasonable assistance to the auditor to undertake the inspection. The Grantor may recover costs of audits from the Authority Holder.

4.5 If required by the Grantor, the Authority Holder shall make such improvements to kiwi management techniques (catching, handling and releasing) and the said enclosures as deemed necessary and take such other steps as directed to ensure the welfare of the wildlife.

4.6 The Authority Holder must provide a report to the Grantor no later than 31 July of each year that includes:

- a. The Authority Number [86389-FAU];
- b. Number of eggs and/or chicks received on site
- c. Number of viable eggs incubated
- d. Number of all ONE chicks hatched
- e. Number of chicks sent to creche and/or wild
- f. Summary of all egg and chick post-mortem results
- g. Any issues i.e. disease, management of pens etc

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

5. Taking Samples

5.1 Blood, feather, and/or tissue collection must be undertaken according to the methodologies set out in the latest version of the Kiwi Best Practice Manual or the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure.

5.2 This Authorisation permits the taking of pin-feathers from individual kiwi to form a genetic register of the founder population. The location of the storage facility and details of the genetic register will be reported to the Grantor annually.

<https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>



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

Authorisation Number: 87476-FAU

THIS AUTHORITY is made this 19th day of May 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.** 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 (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 Stephanie Bowman, Permissions Manager 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)</p> <p>(Schedule 2, clause 2)</p>	<p>a) Activity – to catch alive, kill, have in possession, and liberate absolutely protected wildlife under the Wildlife Act 1953 for survey and monitoring</p> <p>b) Species – Hochstetter’s Frog (<i>Leiopelma hochstetteri</i>) Archey’s Frog (<i>Leiopelma archeyi</i>)</p> <p>c) Quantity – Up to 300 of each species</p> <p>d) Method – As described in the Herpetofauna inventory and monitoring toolbox and as set out in Schedule 3.</p>
2.	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	<p>Public Conservation Land: Coromandel Forest Park (Moehau Range), Kaimai Mamaku Conservation Park, Conservation Area – Whangapoua Forest (Tokatea), Conservation Area – Karaka Stream, Whangapoua Forest Conservation Area as set out in the maps in schedule 4.</p>
3.	<p>Personnel authorised to undertake the Authorised Activity</p> <p>(Schedule 2, clause 3)</p>	<p>a) s9(2)(a)</p>
4.	<p>Term</p> <p>(Schedule 2, clause 4)</p>	<p>Commencing on and including 24 May 2021 and ending on and including 23 May 2024</p>
5.	<p>Authority Holder’s address for notices</p> <p>(Schedule 2, clause 8)</p>	<p>The Authority Holder’s address in New Zealand is:</p> <p>s9(2)(a)</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 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 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 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. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material. The Authority Holder cannot sell the wildlife.

REPORTING

2. The Authority holder shall provide an annual report to the Grantor. This report shall be electronically forwarded to the rest of the native Frog Recovery Group (and/or to **'Terrestrial Science Unit' if requested**), and to permissionshamilton@doc.govt.nz, citing Authority number 87476-FAU. This report shall be submitted by the 31st of December annually.
3. Upon completion of the research or revocation of this Authority, the Authority Holder shall forward a copy of the research findings, reports and publications to the Grantor within one month of the final report being completed. The final report shall be forwarded electronically to permissionshamilton@doc.govt.nz citing Authority number 87476-FAU, and to the rest of the Native Frog Recovery Group and/or to **'Terrestrial Science Unit' if requested**. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua. This report shall contain any implications for conservation management.
4. 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.
5. The Authority Holder must provide the reports requested in special conditions 2-4 above to the relevant District Office where data has been collected in that District. For Coromandel locations forward the information to coromandeldistrict@doc.govt.nz. For Tauranga locations forward the information to taurangainfo@doc.govt.nz.

NATIVE FROGS SURVEY, RESEARCH AND/OR MONITORING

6. The Authority Holder must adhere to the current national Frog Hygiene Protocol attached to this Authority to minimise the possible spread of chytrid fungus and other pathogens to, within and between the sites listed in Schedule 4 of this Authority.
7. The Authority Holder must only use people fitting the **following description; "Suitably qualified ecologist including herpetologist" that means a herpetologist who:**
 - a. Demonstrates expertise and experience in frog survey, capture, handling and release, including extended periods of experience undertaking frog surveys. They will understand and demonstrate competency in survey methods and searching techniques (including where, when and in what conditions it is best to survey to maximise detection), frog identification, and safe capture,

handling and release of frogs to the satisfaction of the Manager (who will consult with the Native Frog Recovery Group).

AND

- b. **If an 'approved handler' system for assessing herpetologist competency is approved by the Department during the term of this Authority, it will be the required standard for any 'suitability qualified ecologist including herpetologist' working under this Authority.**
8. The Authority Holder must take all practicable steps to minimise trampling and disturbance of frogs and their habitat by:
 - a. Using the same marked access routes for access to the site.
 - b. Avoiding survey of habitat that may result in crushing or collapse of delicate refugia, e.g. stream seepages with small stacked pebbles that could collapse entirely if searching is attempted.
 - c. Returning all captured and handled frogs to their original capture point using a system of release that avoids the risk of liberated frogs being disturbed or trampled.
9. Frog 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/>, the Frog Hygiene Protocol and those listed below, to minimise the risk of injury or death:
 - a. Catch frogs by gently scooping and holding the frog in cupped, gloved hands, or by gently holding the middle of the frog between 1st or 2nd forefingers and thumb. Do not squeeze the frog and never hold it by the legs or head.
 - b. Frogs should be placed in a safe location to avoid accidental trampling. If holding frogs during the day, they must be held out of direct sunlight and bright day light to minimise the risk of overheating, drying out, stress and/or death.
 - c. Release frogs at the original capture point and check bags to ensure every frog has been released. If releasing frogs during the daytime, they should be released next to the cover object under which they were found and gently tapped with a gloved hand to encourage them to return under the refugia.
 - d. New gloves and new bags should be used for each individual frog found.
10. The Authority holder is authorised to undertake non-invasive frog surveys upon capture. This includes snout-to-vent length, weight and temperature.
11. The Authority Holder must contact the relevant District Office at least one week prior to undertaking a survey in that District to ensure no predator control operations or other work is planned for that time.

KAURI DIEBACK DISEASE 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.

MYRTLE RUST BIOSECURITY

13. 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.
- e. 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:
 - i. Spray obviously contaminated clothing/hats and then place items in a large plastic bag;
 - ii. Tie and spray the outside of the bag;
 - iii. Mist spray other clothing being worn;
 - iv. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc;
 - v. 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.



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

Authorisation Number: **87500-FAU**

THIS AUTHORITY is made this 30th day of April 2021.

PARTIES:

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

AND

Tamahunga Trappers Incorporated (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 53 and 56 of the Wildlife Act 1953, and clause 38 of the Wildlife Regulations 1955; 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.

SIGNED on behalf of the Grantor by

s9(2)(a)

Rebecca Rush
Operations Manager (Acting)
Tāmaki Makaurau/Auckland Mainland

acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: Sarndra Theobald

Witness Occupation: Acting Supervisor, Community

Witness Address:

Department of Conservation
Bledisloe House
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.

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>	<u>Species:</u>	North Island brown kiwi (<i>Apteryx mantelli</i>)
		<u>Activity:</u>	To catch alive, transfer, liberate and mark North Island brown kiwi (<i>Apteryx mantelli</i>) for the purposes of species management, rehabilitation and distinguishing birds
		<u>Mark:</u>	Apply bands, transmitters and transponders, for the purposes of distinguishing and locating individuals.
		<u>Quantity:</u>	<p>The following number of kiwi may be released in Tamahunga forest:</p> <p><u>Year 1:</u> Up to 10 kiwi</p> <p><u>Year 2:</u> Up to 10 kiwi</p> <p><u>Year 3:</u> Up to 20 kiwi</p> <p>Kiwi may also be released in Tāwharanui Regional Park.</p> <p>More specifically described in Schedule 3.</p>
		<u>Methodology:</u>	The birds will be captured, transported and released in individual sterilised transfer boxes. Methods will follow Best Practice as outlined in Schedule 3.
2.	<p>The Land (Schedule 2, clause 2)</p>	<u>Source sites:</u>	<p>Motuora Island Recreation Reserve</p> <p>Tāwharanui Regional Park</p>
		<u>Release site:</u>	<p>Omaha Conservation Area (249 hectares)</p> <p>Tamahunga forest, including iwi and privately owned land, and private land with conservation covenant</p> <p>Tāwharanui Regional Park</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>Persons who have been accredited in writing as kiwi handlers by the Department of Conservation or are under the direct supervision of an accredited kiwi handler trainer, including Ngāti Manuhiri representatives.</p>	
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Five years commencing on and including 1 March 2022 and ending on and including 28 February 2027</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>s9(2)(a)</p>	

		<p>s9(2)(a)</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 Department of Conservation 73 Rostrevor Street Hamilton, 3204</p> <p>Phone 07 858 1000</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

General

1. All wildlife referred to under this Authority 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. New clause 7.1(c) is added to Schedule 2, to read as follows:
“Or for any other reason that the Grantor may decide.”

Translocation

4. The translocation of wildlife must be undertaken in accordance with the approved translocation proposal (Stages 1 and 2), except where specified otherwise in this Authority document. The Authority Holder must ensure that all persons operating under this Authority, comply with this Special Condition.
5. The Grantor may require amendments to the translocation design and/or targets in the approved Translocation Proposal before further transfers are approved.
6. The Authority Holder may transfer up to 10 kiwi in Year 1. All birds released in Year 1 must be fully monitored for a minimum of 12 months.
7. The Authority Holder may transfer up to 10 kiwi in Year 2. All birds released in Year 2 must be fully monitored for a minimum of 12 months.
8. The Authority Holder may transfer up to 20 kiwi in Year 3. A minimum of 15 birds released in either Years 1, 2 and 3 must be monitored for 12 months following the Year 3 release.
9. Any transfer involving kiwi at Tāwharanui Regional Park (either kiwi being sourced or released) must be planned well in advance with Auckland Council as the manager of this land.
10. With prior approval of the Grantor, the number of released kiwi may be increased if loss of a small number of founders necessitate a supplementation to reach 40 founders.
11. The Authority Holder must ensure that capture, handling, banding, transmitter attachment, transponder insertion, taking samples, holding, transfer and release follows the **Department's Kiwi Best Practice Manual** as provided online at:
(<https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>)
12. The Authority Holder must ensure that all kiwi are handled by persons who have been accredited in writing as kiwi handlers by the Department of Conservation, or are under the direct supervision of an accredited kiwi handler trainer as per the Department of Conservation Kiwi Best Practice Manual provided online at:

<https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>

13. The Authority Holder must provide the Grantor with evidence of the competency and qualifications of its authorised personnel if the Grantor so requests.
14. No manipulation or handling of the protected wildlife other than for husbandry and/or health or transmitter checks and/or welfare purposes is authorised without prior approval from the Department.
15. If required by the Grantor, the Authority Holder must make such improvements to kiwi management techniques (catching, handling and releasing), and take such other steps as directed to ensure the welfare of the birds, including improvement of predator control.

Death of kiwi

16. Any death of a kiwi must be **reported to the Grantor's local** (Mahurangi/Warkworth) office within 48 hours of the death or discovery and send where the Department directs, with full details of origin, date of death and circumstance of death where known.
17. In the event that three or more kiwi are found to have been predated in either Year 1 or Year 2, the Grantor may halt further releases and/or request that all remaining monitored birds be removed and taken to another site, until the cause(s) of that predation can be reduced to the **Grantor's satisfaction**.

Trap data

18. The Authority Holder must record trap data as obtained throughout Tamahunga Forest and its surrounds. Trap catch data must be electronically forwarded to the Grantor citing Authority number 87500-FAU if the Grantor so requests, with stoat and ferret trapping results being of particular interest and importance.

Trail cameras

19. The Authority may install up to 20 trail cameras on Omaha Conservation Area for the purposes of monitoring.

Reporting

20. Within 3 months of completion of each individual transfer the Authority Holder must provide a transfer report to the Grantor (forwarded electronically to aucklandpermissions@doc.govt.nz and Senior Ranger, Biodiversity, Tāmaki Makaurau citing Authority number 87500-FAU) containing information to the satisfaction of the Grantor in respect of the translocation of any brown kiwi authorised by this Authority. An assessment of whether any further releases will go ahead will be made by the Grantor annually, on a case-by-case basis, after consideration of each transfer report.
21. Upon expiry or termination of this Authority, the Authority Holder must forward a full, final report of this activity to the Grantor by within one month (forwarded electronically to aucklandpermissions@doc.govt.nz and Senior Ranger, Biodiversity, Tāmaki Makaurau citing:
 - Authority number 87500-FAU).
 - Research/Monitoring findings;
 - Any injuries or deaths resulting from implementation of the Authorised Activity;

- Details of any transmitters not able to be recovered
- Any implications for conservation management; and
- The location of the storage facility of any feathers collected and details of the genetic register

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

Cultural conditions

23. **If any of the 'gifting' (source site) whānau/hāpu/iwi and/or 'receiving' (release site) whānau/hāpu/iwi have communicated that their whānau/hāpu/iwi be represented, and/or that specific tikanga and protocols observances be carried out during any of the stages of the translocations, then every effort must be made for this to happen in consultation with the affected whānau/hāpu/iwi.**

Marking kiwi

24. Transmitters may be attached to up to 20 kiwi. The combined transmitter AND attachment must weigh:

- <2.5% of the body weight of kiwi < 300 g;
- <2% for kiwi weighing 300 - 650 g;
- <13 g for kiwi weighing 650 - 1500 g; or
- <26 g for kiwi weighing > 1500g.

The Authority Holder must ensure that all handlers who attach transmitters have been approved as accredited for these activities by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as **set out in the Department's Kiwi Best Practice Manual**: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>

25. During the Authorised Activity, any kiwi found to be injured or otherwise adversely affected by a transmitter must obtain veterinary care immediately where needed. A full report of the details of injury must be provided to the Grantor within 48 hours.

26. Every reasonable effort must be made to capture all individuals and remove transmitters at the conclusion of the Authorised Activity. Details of any transmitters not able to be removed must be reported to the Grantor within 2 weeks of the conclusion of the Authority.

27. Transponders must be used on all released kiwi. The Authority Holder must ensure that all handlers who insert transponders have been approved in writing as accredited for these activities by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as set out in the latest version of the Kiwi Best Practice Manual <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>

Euthanasia

28. The Authority Holder must not euthanize any protected species unless the Authority Holder:

- a) obtains the recommendation of a veterinarian where euthanasia is on animal welfare grounds and the consent of the Grantor, or
- b) carries out the euthanasia under direction from the Grantor

Any euthanasia shall be carried out in accordance with the New Zealand Veterinary Association guidelines enclosed with this authority.

Didymo

- 29. 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 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.

Kauri dieback disease

- 30. 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.
- 31. 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 known 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.
- 32. 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.

Myrtle rust biosecurity

- 33. 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>.
- 34. 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.

35. 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.
36. 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.
- Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.
 - 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.
 - Do not touch or try to collect samples as this may increase the spread of the disease.
37. 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:
- Spray obviously contaminated clothing/hats and then place items in a large plastic bag;
 - Tie and spray the outside of the bag;
 - Mist spray other clothing being worn;
 - Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc.;
 - Repeat decontamination steps again at 100m from the infected area and before entering a vehicle.
38. 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.

SCHEDULE 4

Map of Tamahunga forest showing land units

Released under the Official Information Act



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP
Registration Number: 87553-CAP

THIS AUTHORITY is made this 10th day of June 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 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 10 TH June 2020 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> <p>Phone: s9(2)(a)</p>

		Email: s [REDACTED]
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: 87581-CAP

THIS AUTHORITY is made this 10th day of May 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 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 Stephanie Bowman, Permissions Hamilton Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Liam Thomas

Witness Occupation: Permissions Advisor (Department of Conservation)

Witness Address: Hamilton Shared Service Centre, 73 Rostrevir Street

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 obtain alive and have in possession absolutely protected wildlife protected under the Wildlife Act 1953 and to obtain the eggs of such wildlife for the purpose of hatching any such eggs and of rearing any progeny arising from that hatching</p> <p>b) Species –</p> <ul style="list-style-type: none"> i. Elegant gecko (<i>Naultinus Elegans</i>) ii. Forest gecko (<i>Mokopirirakau Granulatus</i>) iii. Northland green gecko (<i>Naultinus Greyii</i>) iv. Nelson (Sandy Bay) green gecko (<i>Naultinus Gemmeus</i>) v. Duvaucel's Gecko (<i>Hoplodactylus duvaucelii</i>) <p>c) Quantity - as required subject to Schedule 3 Clause 18</p> <p>d) Purpose - to hold in permanent captivity</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Private Residence:</p> <p>s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a) (The Authority Holder)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 10 May 2021 and ending on and including 9 May 2031</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></p> <p></p> <p></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>

		73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz
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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 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 and wellington@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.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 87616-FAU

THIS AUTHORITY is made this 16th 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 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 Stephanie Bowman, Permissions Manager, Hamilton Office, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: Ysatis Leafa

Witness Occupation: Permissions Advisor

Witness Address: 73 Rostrevor Street, Hamilton City, Hamilton 3204.

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 alive species declared to be game under the Wildlife Act 1953 and to liberate such game in the release site listed in Schedule 1.2 for augmenting the population for hunting purposes.</p> <p>b. to mark species declared to be game under the Wildlife Act 1953 subject to Schedule 3.</p> <p>Species – c. Mallard Duck (<i>Anas Platyhynchos</i>)</p> <p>Quantity – d. maximum amount of up to 20 birds per annum.</p> <p>Method – e. to obtain the birds from an existing Authority Holder who is authorised to transfer gamebirds.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. release site: 680 Ohiti Road, Crownthorpe, Hastings 4179</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 16 April 2021 and ending on and including 15 April 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>s9(2)(a)</p> <p></p> <p></p> <p></p> <p></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

General –

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 only be held in captivity when being transferred to the release site.
3. The birds are to be released only on the property listed as per Schedule 1(2)(a).
4. All birds shall be released with unclipped wings.
5. 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.
6. 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.
7. If birds are released from an enclosed pen, that pen shall be sealed off or removed, after their release.
8. The Authority Holder shall provide an annual report to the Grantor and the Hawkes Bay Fish and Game Council. The report shall be sent electronically to the Fish and Game Council at hawkesbay@fishandgame.org.nz and to the Grantor at permissionshamilton@doc.govt.nz citing in all cases the Authority number 87616-FAU. This report shall be submitted each year by 31st July detailing the period ending 30 June; during the years 2021 to 2024 inclusive and must provide the following:
 - a. The number of birds obtained in total
 - b. The number of birds released in total
9. The Authority Holder is required to comply with the Animal Welfare Act 1999 and all other relevant legislation.
10. The Authority Holder shall ensure that all birds are free of avian disease prior to the birds being released.
11. No birds shall be released as a means to develop or support commercial activities or for any pecuniary gain.
12. A new sub clause is added at Schedule 2 7.1 which reads:

“(c) or for any other purpose the Grantor may decide”.
13. Schedule 2 clause 2.2, 2.3, 2.5 and 2.6 are deleted.
14. The genetic profile of the birds to be released shall not compromise the genetic integrity of the wild population within the area.

Banding –

15. All birds must be banded, in accordance with the banding conditions listed in Schedule 3.16-3.24, prior to being released.

16. 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.

17. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.

18. 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.

19. 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.

20. If a band is taken off a bird for any reason, it must NOT be used on another bird.

21. 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/>)

22. 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>)

23. 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.

24. The Authority Holder must notify the Hamilton District Office, via email to permissionshamilton@doc.govt.nz and bandingoffice@doc.govt.nz, the name of the designated Level 3 Certified bander they will approach to band the birds before the activity of banding takes place.



Registration Certificate: Authorisation to hold lizards in captivity

Authorisation Number: 45599-CAP

Registration Number: 87641-CAP

THIS AUTHORITY is made this 29th day of June 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 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)	<p>280 Upper Harbour Drive Greenhithe Auckland 0632</p>
3.	Term (Schedule 2, clause 4)	<p>Commencing on and including 29th June 2020 and ending on and including 30th October 2025</p>

4.	Authority Holder's address for notices (Schedule 2, clause 8)	The Authority Holders address in New Zealand is: s9(2)(a) Email: s9(2)(a)
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:
- a. the other person holds an Authority to keep the protected species in captivity; or
 - b. 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):
- 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.
- 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: 87655-FAU

THIS AUTHORITY is made this 2nd day of March 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 41, 53 and 56 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 Stephanie Bowman, Permissions Manager acting under delegated authority.

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Sanjay Thakur

Witness Occupation: Permissions Advisor

Witness Address: DOC Dunedin Office

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, and temporarily hold the absolutely protected wildlife listed under Schedule 4 in captivity, for less than three months, for the purpose of rehabilitating sick and injured wildlife. ii. to liberate the absolutely protected wildlife held for the purpose of rehabilitation, subject to Schedule 3 clauses 3.1 & 3.2.
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 March 2021 and ending on and including 28 February 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>s9(2)(a)</p> <p>s9(2)(a)</p> <p>s9(2)(a)</p> <p>s9(2)(a)</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

1.0 Ownership of absolutely protected wildlife

- 1.1. 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.
- 1.2. 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.

2.0 Death of wildlife associated with activities covered by the Authority

- 2.1 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's Dunedin District Office** (07) 477 0677, or after hours on (027) 432 0777 within 24 hours
 - b. chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours;
 - c. deliver the body to the Dunedin Office (Level 1 John Wickliffe House, 265 Princes Street, Dunedin) for necropsy, and provide **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.

3.0 Captive holding for rehabilitation

- 3.1 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, then:
 - a. the Authority Holder shall contact the Operations Manager, Dunedin Office (ph: 03 477 0677) two weeks prior (to the three month end date), to discuss an extension to hold the wildlife for longer than 3 months.
 - b. the Authority Holder shall immediately inform the Dunedin Office (ph: 03 477 0677) if any wildlife held under this Authority is found to be permanently injured and comply with any directions.

- 3.2 All wildlife must be released where it was found, or the closest safe location, or as directed by the Grantor.
- 3.3 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.
- 3.4 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 electronically forward to the Grantor at WARCTeam@doc.govt.nz by 30 June in each year a copy of these annual records. Template is attached in Appendix 2.
- 3.5 The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.
- 3.6 The Authority Holder must notify the Grantor immediately on receipt of a threatened protected species (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system>).
- 3.7 Should the Authority Holder receive a native bird it must be taken to the Wildlife Hospital as soon as possible for a veterinary assessment. This is to ensure that any internal or unknown injuries are identified and remedied as soon as possible and for confirmation that the bird is suitable for rehabilitation.
- 3.8 Protected wildlife may be transferred to the Dunedin Wildlife Hospital, other Authorised Holders, and to locations directed by the Grantor.
- 3.9 All media including photos, film and social media must not cause any distress or anxiety to the wildlife or disturb it in any way and must only occur during usual and necessary rehabilitation care. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of your rehabilitation operation i.e. that individuals are held in temporary captivity for the purpose of rehabilitation with permission from the Department of Conservation. Only authorised personnel may handle the wildlife and only for the purpose of rehabilitation care.
- 3.10 Wildlife held for rehabilitation shall not be displayed to the public.
- 3.11 Before collecting any injured bird the Authority Holder must contact the Department of Conservation using the following numbers:
During office hours contact 03 477 0677
Outside of office hours contact 0800 DOC HOT.

4.0 Euthanasia

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

5.0 Records

- 5.1 All monitoring records must be made available for inspection at reasonable times by officers of the Grantor.

6.0 Wildlife health management

- 6.1 The Authority Holder must take all reasonable precautions to prevent the spread of disease, including the careful physical examination prior to transfer.
- 6.2 The Authority Holder must not transfer or release wildlife exhibiting any sign of illness or abnormality.

7.0 Facilities

- 7.1 The Authority Holder consents to any officer of the Grantor inspecting the protected species held under this Authority and the facilities in which it is contained at any reasonable time, including any time after the expiry or termination of this Authority. 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.
- 7.2 The Grantor will undertake an inspection within 12 months of the Authority being approved.
- 7.3 If required by the Director-General, the Authority Holder must make such improvements to the enclosure of the protected species as are necessary to make it comply with the relevant Husbandry Manual; or, in the absence of that Manual, as the Director-General deems necessary to ensure the welfare of the protected species.
- 7.4 Facilities and procedures must minimise the risk of disease transmission between native and non-native species held for rehabilitation.
- 7.5 Facilities and activities must prevent entry of predators or disease transmitting species such as rats, mice, cats and free-ranging birds.
- 7.6 Within the term of the Authority the Authority Holder shall work towards having two physically separate work areas for, washing and food preparation for wildlife, and washing and food preparation for human use.

8.0 General

- 8.1 Wildlife held under this Authority must not be physically displayed for any purposes whatsoever without the prior express consent of the Grantor.
- 8.2 Wildlife may only be displayed electronically in accordance with the guidelines attached as Appendix 1.
- 8.3 The Grantor may at any time revoke this Authority, or may at any time review/and or vary the conditions pertaining to this authority if any conditions contained in this Authority are breached or for any other reason that the Grantor may decide.
- 8.4 The Authority Holder shall dispose of dead wildlife at the Grantor's direction.

SCHEDULE 4

Bird species held for rehabilitation

Anseriiformes (Waterfowl)

Procellariidae (Fulmars, Petrels, Prions and Shearwaters)

Phalacrocoracidae (Cormorant and Shags)

Ardeidae (Hérons and Bitterns)

Accipitriformes (Eagles, Hawks and Allies)

Rallidae (Rails and Coots)

Charadriiformes (Waders, Gulls and Terns)

Halcyonidae (Kingfishers)

Acanthizidae (Grey Warbler)

Meliphagidae (Honeyeaters)

Rhipiduridae (Fantails)

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 87678-FAU

THIS AUTHORITY is made this 10 August of 2020

PARTIES:

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

Christchurch 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 53(1), 53(2) 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 Andrew Thompson – Mahaanui Operations Manager acting under delegated authority

In the presence of:

s9(2)(a)



Witness Signature

Witness Name: Rachel Brown

Witness Occupation: Community Ranger DOC

Witness Address: CHCH

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><u>Activity:</u></p> <ul style="list-style-type: none"> i. to catch alive and liberate Southern grass skink <i>Oligosoma aff. Polychroma Clade 5</i> and McCann's skink <i>Oligosoma maccanni</i> for the purpose of species management in accordance with the Lizard Management Plan dated 2020 titled "Lizard Management Plan for Knights Drain 2020" contained under Schedule 4 of this Authorisation, subject to Schedule 3.1 ii. to kill wildlife <p><u>Quantity:</u></p> <ul style="list-style-type: none"> i. As required. <p><u>Methodology:</u></p> <ul style="list-style-type: none"> i. Catch alive <ul style="list-style-type: none"> a. Manual searches b. Gee's-Minnow traps and/or pitfall traps
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Salvage site: Christchurch City Council Land – Knights Drain near Pages Road and Anzac Drive intersection, Bexley, Christchurch</p> <p>Release Site: Christchurch City Council Land – Existing wetland adjacent to Knights Drain and Bromley Oxidation Ponds</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>Others under the supervision of s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 7 August 2020 and ending on and including 31 March 2027</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>s9(2)(a)</p> <p>s9(2)(a)</p> <p>s9(2)(a)</p> <p>Phone: s9(2)(a)</p> <p>Fax: s9(2)(a)</p>
6.	<p>Grantor's address</p>	<p>The Grantor's address for all correspondence is:</p>

	for notices	Permissions Hamilton Level 3 73 Rostrevor Street Hamilton 3204 permissionshamilton@doc.govt.nz
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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

Lizard Management Plan

1. The Lizard Management Plan titled "Lizard Management Plan for Knights Drain 2020" annexed to this Authority as Schedule 4, forms a Part of this Authority.

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.

Death of wildlife associated with activities covered by the Authority

4. 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

5. The Authority Holder must not euthanise any wildlife unless:
 - the Authority Holder consults with the relevant Captive Co-ordinator (as applicable) 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.

Kill wildlife

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. 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 the recommendation of a qualified herpetologist.

Salvage relocation and habitat enhancement

8. During wildlife salvage operations or construction, if novel or Threatened wildlife are found within the footprint of the site, the Authority Holder must immediately contact the Mahaanui District mahaanui@doc.govt.nz. The Authority Holder must transfer the wildlife to an approved captive holding facility until a suitable release site is identified by DOC. A separate application to translocate the novel or Threatened species may be required. The costs of care and subsequent release are the responsibility of the Authority Holder.
9. The Authority Holder must engage with the relevant tangata whenua prior to any relocation of wildlife taking place in their rohe. Advice on engagement with tangata whenua should be sought from the DOC Operations Manager(s).
10. The Authority Holder may temporarily hold any of the salvaged wildlife in captivity prior to relocation.
11. Any offspring of the salvaged wildlife born in captivity must be released with the original salvaged wildlife, in accordance with the Lizard Management Plan at Schedule 4.
12. 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.
13. In the event more than 20 lizards are captured then the Authority Holder shall carry out monitoring in accordance with the LMP.
14. The Authority Holder shall ensure that the project herpetologist is at the on-site induction prior to works commencing.

Lizard Salvage Reporting

15. A report is to be submitted to mahaanui@doc.govt.nz Attention Community Team citing permission number 81491-FAU, by 30 June each year for the life of this Authorisation, summarising outcomes in accordance with the Lizard Management Plan. Each report must include:
 - the species and number of any animals collected and released;
 - the GPS location (or a detailed map) of the collection point(s) and release point(s);
 - copies of approved Assessment of Environment Effects (lizards); Lizard Management Plans or similar; and
 - results of all surveys, monitoring or research
 - Confirmation that the Landscape Plan has been completed
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.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 87689-FAU

THIS AUTHORITY is made this 19th day of May 2021

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 Stephanie Bowman, Permissions Manager, Hamilton 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>Activity – to catch alive, obtain alive, have in possession and liberate absolutely protected wildlife protected under the Wildlife Act 1953.</p> <p>Species – Hochstetter's frog (<i>Leiopelma hochstetteri</i>) and Archey's frog (<i>Leiopelma archeyi</i>)</p> <p>Quantity – as required.</p> <p>Method – by methods described in the Herpetofauna inventory and monitoring toolbox</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Land within the Auckland Region, excluding Aotea /Great Barrier Island</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</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 24 May 2021 and ending on and including 23 May 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>Level 3 82 Wyndham Street Auckland 1010</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 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

PROPERTY OF THE CROWN

1. 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. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material. The Authority Holder cannot sell the wildlife.

REPORTING

2. The Authority holder shall provide an annual report to the Grantor. This report shall be electronically forwarded to the rest of the native Frog Recovery Group (and/or to **'Terrestrial Science Unit' if requested**), and to permissionshamilton@doc.govt.nz, citing Authority number 87689-FAU. This report shall be submitted by the 31st of December annually. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua. This report shall contain any implications for conservation management.
3. Upon completion of the research or revocation of this Authority, the Authority Holder shall forward a copy of the research findings, reports and publications to the Grantor within one month of the final report being completed. The final report shall be forwarded electronically to permissionshamilton@doc.govt.nz citing Authority number 87476-FAU, and to the rest of the Native Frog Recovery Group and/or to **'Terrestrial Science Unit' if requested**. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua. This report shall contain any implications for conservation management.
4. 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.

NATIVE FROGS SURVEY, RESEARCH AND/OR MONITORING

5. The Authority Holder must contact the Auckland District Office at least two weeks prior to undertaking the activity for a specific location.
6. If any Archey's frogs are found, the Authority Holder should stop all survey work immediately and notify DOC Operations and the Frog Recovery Group within 24 hours. The Authority Holder must follow advice provided by the Frog Recovery Group and Operations regarding further survey work.
7. The Authority Holder must adhere to the current national Frog Hygiene Protocol attached to this Authority to minimise the possible spread of chytrid fungus and

other pathogens to, within and between the sites listed in Schedule 4 of this Authority.

8. The Authority Holder must only use people fitting the following description;
“Suitably qualified ecologist including herpetologist” that means a herpetologist who:
 - a. Demonstrates expertise and experience in frog survey, capture, handling and release, including extended periods of experience undertaking frog surveys. They will understand and demonstrate competency in survey methods and searching techniques (including where, when and in what conditions it is best to survey to maximise detection), frog identification, and safe capture, handling and release of frogs to the satisfaction of the Manager (who will consult with the Native Frog Recovery Group).

AND

 - b. **If an ‘approved handler’ system for assessing herpetologist competency is approved by the Department during the term of this Authority, it will be the required standard for any ‘suitability qualified ecologist including herpetologist’ working under this Authority.**
9. The Authority Holder must take all practicable steps to minimise trampling and disturbance of frogs and their habitat by:
 - c. Using the same marked access routes for access to the site.
 - d. Avoiding survey of habitat that may result in crushing or collapse of delicate refugia, e.g. stream seepages with small stacked pebbles that could collapse entirely if searching is attempted.
 - e. Returning all captured and handled frogs to their original capture point using a system of release that avoids the risk of liberated frogs being disturbed or trampled.
10. Frog 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/>, the Frog Hygiene Protocol and those listed below, to minimise the risk of injury or death:
 - f. Catch frogs by gently scooping and holding the frog in cupped, gloved hands, or by gently holding the middle of the frog between 1st or 2nd forefingers and thumb. Do not squeeze the frog and never hold it by the legs or head.
 - g. Frogs should be placed in a safe location to avoid accidental trampling. If holding frogs during the day, they must be held out of direct sunlight and bright day light to minimise the risk of overheating, drying out, stress and/or death.
 - h. Release frogs at the original capture point and check bags to ensure every frog has been released. If releasing frogs during the daytime, they should be released next to the cover object under which they were found and gently tapped with a gloved hand to encourage them to return under the refugia.
 - i. New gloves and new bags should be used for each individual frog found.

11. To minimise disturbance, no waterway should have >50% of habitat searched, and in waterways where frogs are found to be present, a smaller proportion (<20%) of the potential frog habitat should be searched, i.e. waterways can be searched intensively (but no more than 50% of potential habitat) until a frog is found, at which point the search intensity should decline to ensure less than 20% of total habitat is disturbed.

CULTURAL

12. The Grantor may require that the Concessionaire make all reasonable endeavours to **attend any cultural induction or competency wānanga offered** by local iwi.
13. **The Authority Holder must handle and catch Hochstetter's and Archey's frogs in a culturally appropriate manner.**
14. The Activity must not be undertaken on treaty settlement redress land. To confirm if a location is within a proposed treaty settlement redress site, the Authority Holder must contact the District Office.
15. The Authority Holder is not permitted to undertake the activity within Aotea/Great Barrier Island.

KAURI DIEBACK DISEASE BIOSECURITY

16. 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.

MYRTLE RUST BIOSECURITY

17. 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.
- e. 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:
 - i. Spray obviously contaminated clothing/hats and then place items in a large plastic bag;
 - ii. Tie and spray the outside of the bag;
 - iii. Mist spray other clothing being worn;
 - iv. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc.;
 - v. 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.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 87719-FAU

THIS AUTHORITY is made this 30th day of July 2021

PARTIES:

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

AND

Wellington Bird Rehabilitation 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 clause 38 & 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 Jack Mace, Lower South Island Operations Director, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Angus Hulme-Moir

Witness Occupation: Operations Manager, Kapiti-Wellington

Witness Address: Kenepuru

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 – i. to catch alive, obtain alive, kill, have in possession and liberate absolutely protected wildlife, partially protected wildlife and wildlife declared to be game under the Wildlife Act 1953 for rehabilitation purposes.</p> <p>ii. to mark absolutely protected wildlife, partially protected wildlife and wildlife declared to be game under the Wildlife Act 1953.</p> <p>b. Species – as per Schedule 4.</p> <p>c. Quantity – as required up to a maximum of 1000 birds per year.</p> <p>d. Method – as set out in Schedule 3.</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. 583 Ohariu Valley Road, Johnsonville, Wellington 6037</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>s9(2)(a)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 1 August 2021 and ending on and including 31 July 2031.</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>583 Ohariu Valley Road</p> <p>Johnsonville</p> <p>Wellington 6037</p> <p>New Zealand</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

Euthanasia

1. 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.
2. If any absolutely protected or partially protected wildlife is found to be permanently injured in a way that it will never be able to be returned to the wild the Authority Holder must inform the grantor immediately and comply with any directions given.

Captive holding for rehabilitation

3. The Authority Holder must notify the Grantor immediately on receipt of a threatened protected species (<https://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>).
4. All injured and sick birds must be assessed as soon as practical after being received by a holder to determine the extent of the injury/disease and the likelihood of successful rehabilitation (release to the wild and ability to feed and behave normally and positively contribute to the wild population/ecosystem e.g. breeding, keystone species). This assessment includes consideration of:
 - i. the likelihood of successful rehabilitation;
 - ii. **the animals' welfare during treatment**/rehabilitation;
 - iii. disease risks associated with treatment/rehabilitation and release;
 - iv. **the animal's welfare and quality** of life after treatment/rehabilitation; and
 - v. the availability of suitable approved captive management programmes in the event the treatment/rehabilitation is unsuccessful.
5. 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 three months. If rehabilitation of an individual animal requires to be held longer than three months, the Authority Holder must seek permission from the Grantor to hold the animal for that period of time.
6. All wildlife must be released where it was found, or the closest safe location, in consultation with and as directed by the Grantor. Wildlife must not be released onto public conservation land without an authorisation issued by the Department of Conservation to do so.
7. All media including photos, film and social media must not cause any distress or anxiety to the wildlife or disturb it in any way and must only occur during usual and necessary

rehabilitation care. A reasonable undertaking must be made to ensure media personnel have an adequate explanation on the context of your rehabilitation operation i.e. that individuals are held in temporary captivity for the purpose of rehabilitation with permission from the Department of Conservation. Only authorised personnel may handle the wildlife and only for the purpose of rehabilitation care.

8. Wildlife held for rehabilitation shall not be displayed to the public
9. 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.
10. Authority holders must complete and return the Wildlife Rehabilitators Self-audit Checklist, as set out in Appendix 1, by the 30 June in each year and submit to permissions@doc.govt.nz and wellington@doc.govt.nz.
11. 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 at permissions@doc.govt.nz and wellington@doc.govt.nz by 30 June in each year a copy of these annual records as set out in the format in Appendix 2.
12. The Authority Holder must make these annual records available for inspection at any reasonable time by an officer of the Grantor.
13. The Authority Holder must immediately inform the Grantor if the holder no longer wishes to hold wildlife or participate in their rehabilitation.
14. The authority holder may capture, hold and transport any other protected native bird species or game birds not specifically listed in this authority for the purpose of rehabilitation if the authority holder:
 - (a) Contacts the Department of **Conservation ("DOC") as soon as** reasonably practicable on each occasion for every bird that is a protected species not listed in this authority to **advise DOC of the authority holder's** proposed actions; and
 - (b) Complies with all directions given by the relevant DOC operations manager (or warranted enforcement officer).
15. The birds and the enclosures in which they are kept are to be made available for inspection by officers of the Department of Conservation.
16. The enclosures in which the birds are kept must be in appropriate and hygienic conditions suitable for the birds welfare including catering for their physical and development needs.
17. If any bird should die it is to be forwarded to the Director, National Museum, and may not be retained or otherwise disposed of unless the Grantor has approved such alternatives.
18. The Authority Holder may take blood samples from the birds for disease screening and lead toxicity testing. Samples must be destroyed after using them for such purposes.

Marking

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. No birds are to be released wearing cable ties.
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 and record must be reported to the banding office.
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. A designated Level 3 operator, 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 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. All operators capturing or marking birds must be registered with the NZNBBS.
27. Colour banding is authorised, subject to prior approval of the colour band combinations by the Banding Office.
28. Mallard ducks, Grey ducks and their hybrids received at the facility as eggs/ducklings (not yet able to fly) and raised in captivity should be banded prior to release.
29. An exception is granted to the requirement in terms of Regulation 39 of the Wildlife Regulations 1955 to band other gamebird species (as per Wildlife Act 1953 Schedule 1) raised in captivity at this facility.

General

30. A new sub clause is added at Schedule 2 7.1 which reads:
“(c) or for any other purpose the Grantor decides”.

31. Schedule 2 clause 2.2, 2.3, 2.5 and 2.6 are deleted.
32. If any bird of a common, non-threatened species should die in captivity, the carcase may be disposed of by burial onsite (insert clause re: location). If any bird that is a threatened or rare species, or may be a species of interest for cultural materials, should die in captivity, the Authority Holder must contact the Grantor and comply with any directions **for it's disposal** or transfer.

Released under the Official Information Act

SCHEDULE 4

List of Species

- a) Tui (*Prothemadera novaeseelandiae*)
- b) Waxeye (*Zosterops lateralis*)
- c) Fantail (*Rhipidura fuliginosa*)
- d) Kereru (*Hemiphaga novaeseelandiae*)
- e) Ruru/Morepork (*Ninox novaeseelandiae*)
- f) Shining Cuckoo (*Chrysococcyx lucidus*)
- g) Welcome Swallow (*Hirundo neoxena* Gould)
- h) Pukeko (*Porphyrio melanotus* Temminck)
- i) Pied/Little Shag (*Phalacrocorax varius*)
- j) Black Swan (*Cygnus atratus*)
- k) Paradise Duck (*Tadorna variegata*)
- l) Grey Duck (*Anas superciliosa* Gmelin)
- m) Shoveler Duck (*Anas clypeata* Linnaeus)
- n) Harrier Hawk (*Circus approximans* Peale)
- o) Red-Billed Gull (*Larus novaehollandiae* Stephens)
- p) White Fronted Tern (*Sterna striata* Gmelin)
- q) Spur Winged Plover (*Vanellus miles*)
- r) Kingfisher (*Todiramphus sanctus*)
- s) Mallard Duck (*Anas platyrhynchos* Linnaeus)

Released under the Official Information Act



Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 87755-FAU &
88858-FAU

THIS AUTHORITY is made this day of 2020
PARTIES:

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

AND

Whinray Ecological Charitable Trust (WECT) (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 apply 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 (taking or killing of wildlife for certain purposes) of the Wildlife Act 1953, and **PERMITS** the Authority Holder pursuant to Section 49 and 50 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 Jack Mace, Director Operations, Lower North Island Region, acting under delegated authority
in the presence of:

s9(2)(a)

Witness Signature:

Witness Name: Wayne Fowler

Witness Occupation: Acting Operations Manager, East coast

Witness Address: Palmerston North, Manawatu

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)</p> <p>(Schedule 2, clause 2)</p>	<p>Activity:</p> <p>87755-FAU – Supplementation translocation of brown kiwi (<i>apteryx mantelli</i>) through O.N.E at Whinray Scenic Reserve</p> <p>88858-FAU – Capture, handle, radio monitor and undertake O.N.E for Eastern North Island Brown Kiwi (<i>apteryx mantelli</i>)</p> <p>Method: 88858-FAU</p> <ul style="list-style-type: none"> Radio telemetry monitoring Undertake O.N.E programme to translocate kiwi chicks and eggs from Whinray Scenic Reserve & surrounding areas to Rainbow Springs & then return to predator proof creche facility at Motu for c.3 months or until they reach 900-1200g then release of chicks back to Whinray Scenic Reserve
2.	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	<p>Public Conservation Land:</p> <p>87755-FAU</p> <p>Release Site – Motu Valley Predator Treatment Area</p> <p>Source Site – Motu Valley Predator Treatment Area</p> <p>Monitoring Site – Motu Valley Predator Treatment Area</p> <p>88858-FAU</p> <p>Whinray Scenic Reserve and Motu Valley area</p>
3.	<p>Personnel authorised to undertake the Authorised Activity</p> <p>(Schedule 2, clause 3)</p>	<p>s [REDACTED]</p> <p>9 [REDACTED]</p> <p>([REDACTED]</p>
4.	<p>Term</p> <p>(Schedule 2, clause 4)</p>	<p>Commencing on and including 1 November 2020 and ending on and including 31 October 2030</p>
5.	<p>Authority Holder's address for notices</p> <p>(Schedule 2, clause 8)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>c/- s9(2)(a) [REDACTED]</p> <p>Ecoworks NZ Ltd</p>

		<p>1048 Waimata Valley Road</p> <p>Gisborne 4040</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>

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.leaveonotrace.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. The Authority Holder must ensure that all activities are confined to those described within the approved translocation proposal.
2. Only kiwi eggs and chicks collected from nests from the source site of Whitiakau Valley to Motu Village may be transferred to an incubation facility for hatching and creche site for rearing.
3. Transfers are only authorised to incubation facilities and/or creche sites that have a current Wildlife Act Authority to undertake that activity.
4. All sub-adults will be released at Whinray Scenic Reserve when they reach at least 1200g.

Accreditation and Kiwi Best Practice

5. The Authority Holder must ensure that capture, handling, transmitter attachment, transponder insertion, taking samples, conducting Operation Nest Egg, holding, transfer and release follows that detailed in the latest version of the Department's **Kiwi Best Practice Manual**: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>. Any deviations from this recommended best practice must be requested in writing to the Grantor and will require a written variation to this authority.
6. The Authority Holder must ensure that all kiwi are handled by persons who have been accredited in writing as kiwi handlers by the Kiwi Recovery Group, or under the direct **supervision of an accredited kiwi handler as per the latest version of the Department's Kiwi Best Practice Manual**: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>.
7. Catching and handling must only occur for the purpose of husbandry and/or health or transmitter checks.

Marking Kiwi

8. **Transmitters comprising no more than 3% of the kiwi's body weight for short-term use** (eg chicks) and <2% for longer-term use (eg subadults and adults) may be attached up to 50 pairs of kiwi. The Authority Holder must ensure that all handlers who attach transmitters have been approved in writing as accredited for these activities by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as set out in the latest version of the Kiwi Best Practice Manual: <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>
9. During the Authorised Activity, any kiwi found to be injured or otherwise adversely affected by a transmitter must obtain veterinary care immediately where needed. A full report of the details of injury must be provided to the Grantor within 48 hours.

10. Every reasonable effort must be made to capture all individuals and remove transmitters at the conclusion of the Authorised Activity. Details of any transmitters not able to be removed must be reported to the Grantor within 2 weeks of the conclusion of the Authority.
11. Transponders must be used on all released kiwi. The Authority Holder must ensure that all handlers who insert transponders have been approved in writing as accredited for these activity by the Kiwi Recovery Group, or are under the direct supervision of an accredited kiwi handler trainer as set out in the latest version of the Kiwi Best Practice Manual <https://www.doc.govt.nz/globalassets/documents/science-and-technical/sap262entire.pdf>
12. If required by the grantor, the Authority Holder must make such improvements to kiwi management techniques (catching, handling and releasing), and take such other steps as directed to ensure the welfare of the birds, including improvement of predator control.

Standard Banding Conditions

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 **Banding Scheme Bird Bander's Manual**.
14. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
15. 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.
16. 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.
17. If a band is taken off a bird for any reason, it must NOT be used on another bird.
18. 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/globalassets/documents/our-work/bird-banding-data/>).
19. 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/brid-banding/nznbbbs-data-spreadsheet.xlsx>).
20. A designated Level 3 operator, 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 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. All operators capturing or marking birds must be registered with NZNBBS.

21. 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.

Taking Samples

22. This Authority permits the taking of pin-feathers only, from individual kiwi to for a genetic register of the founder population. The location of the storage facility and details of the genetic register will be reported to the Grantor annually.

Dead Kiwi

23. The Authority Holder must not euthanise any wildlife. The Authority Holder must obtain the recommendation of a suitably qualified veterinarian. Once consent is obtained, only a veterinarian experienced in kiwi euthanasia can conduct the euthanasia.
24. If any protected wildlife dies, the Authority Holder must:
- Inform the grantor within 48 hours
 - Chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours.
 - Send the body to Wildbase at Massey University (wildbase@massey.ac.nz phone 06 350 4525) **for necropsy along with details of the animal's history;**
 - Pay for any costs incurred in investigation of the death of the any kiwi; and
 - If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
25. Kiwi (alive and or dead) remain the property of the Crown and are not to be transferred to any other institutions or location, outside of those specified in this authority. A separate authority will be required in conjunction with the consent of the Department.

Reporting

26. The Authority Holder must supply a report to the Grantor no later than 30 June of each year stipulating:
- The Authority Number: 87755-FAU or 88858-FAU
 - Number of adults with transmitters and ID of each
 - Number of eggs collected from wild from each adult male for season and in total since project began
 - Number of egg/chick deaths at incubation facility and reason why (if known)
 - Number of chicks released into crèche
 - Number of chick deaths in creche and reasons why (if known)
 - Number of sub-adults released back into the wild
 - Number of offspring successfully released from each male & female (if known) since project began
 - Outcomes from post-release monitoring (if any)
 - Location of feather storage and details of genetic register
 - Any other issues or comments from the past season eg disease
- The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested

Property of the Crown

27. All kiwi-related 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. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material.

Biosecurity General

28. 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.

Didymo

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 <http://www.biosecurity.govt.nz/cleaning>. The Authority Holder must regularly check this website and update their precautions accordingly.
30. The Authority Holder must apply for renewal of this Authority at least 3 months before its expiry.

Myrtle Rust Biosecurity

31. 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>.
32. 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.
33. 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.
34. 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
 - 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.
35. 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 obvious 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
36. 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.
37. This Authority may be revoked without prior notice by the Grantor if any of the conditions contained in this document are breached or for any other reason that the Grantor may decide.

Released under the Official Information Act



Wildlife Act Authority for wildlife located on public conservation land and other land and Authority for research and collection and introduction of material on public conservation land

Authorisation Number: 87758-PES

THIS AUTHORITY is made this 12th day of November 2020

PARTIES:

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

AND

Wildlife Management International Limited (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 section 38 of the Conservation Act 1987, section 50 of the Reserves Act 1977 and PERMITS the Authority Holder pursuant to section 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. The Minister agrees that the Holder may conduct research work, to further the collection and dissemination of information, pursuant to Sections 41(1)(d), 41(2)(d) of the Wildlife Act 1953.

s9(2)(a)

SIGNED on behalf of the Grantor by Andrew Baucke, Director, Operations, Auckland District Office, 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.

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>a. Activity –</p> <ul style="list-style-type: none"> i. to catch alive Black (Parkinson's) petrel (<i>Procellaria parkinsoni</i>) ii. to mark Black (Parkinson's) petrel (<i>Procellaria parkinsoni</i>) for the purpose of distinguishing any wildlife iii. to take specified fauna in a nature reserve iv. to take specified fauna in a scenic reserve v. to hunt in a conservation area to carry out one or more of the following activities: <ul style="list-style-type: none"> a. pursue an animal b. molest an animal c. capture an animal vi. carry out burrow monitoring and ground based surveys in a conservation area and in a reserve vii. to install sound recorders, trail cameras and antennas in a conservation area and in a reserve <p>b. Quantity – catch alive, mark, take specified fauna and hunt, up to 3000 individual birds per annum for the duration of this Authority</p> <p>c. Method –</p> <ul style="list-style-type: none"> i. catch alive <ul style="list-style-type: none"> a. by hand b. hand nets ii. mark <ul style="list-style-type: none"> a. Twink b. coloured paint c. time dive recorders d. GPS loggers e. GLS loggers f. Satellite loggers g. FRID tags
2.	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	<p>a. Public Conservation Land:</p> <ul style="list-style-type: none"> i. the Authorised Activities listed under Schedule 1.1.a.i, ii, iii, iv, vi and vii may be carried out at

		<p>the following locations:</p> <ul style="list-style-type: none"> a. Te Hauturu-o-Toi / Little Barrier Island Nature Reserve (Gift Area), subject to Schedule 3.4 b. Kotuku Point Scenic Reserve, subject to Schedule 3.5 c. Harataonga Scenic Reserve, subject to Schedule 3.5 d. Tryphena Scenic Reserve, subject to Schedule 3.5 <p>ii. the Authorised Activities listed under Schedule 1.1.a.i, ii, v, vi and vii may be carried out at the following locations, subject to Schedule 3.6</p> <ul style="list-style-type: none"> a. Aotea Conservation Park b. Hirakimata/Kaitoke Swamp Ecological Area c. Wairahi Forest Sanctuary <p>b. Other land:</p> <ul style="list-style-type: none"> i. the Authorised Activities listed under Schedule 1.1.a.i and ii may be carried out at the following locations: <ul style="list-style-type: none"> a. Aotea/Great Barrier Island, subject to Schedule 3.3 and Schedule 3.6 c. Other locations: <ul style="list-style-type: none"> i. the Authorised Activity listed under Schedule 1.1.a.i may be carried out at the following locations: <ul style="list-style-type: none"> a. New Zealand Fisheries waters, being restricted to the Hauraki Gulf and Bay of Plenty
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<ul style="list-style-type: none"> a. Marking with Twink, coloured paint, time dive recorders, GPS loggers, GLS loggers and Satellite loggers <ul style="list-style-type: none"> i.  ii.  iii.  iv.  v.  vi.  vii.  viii. 

		<p>ix. s9(2)(a)</p> <p>x.</p> <p>xi.</p> <p>xii.</p> <p>xiii.</p> <p>xiv.</p> <p>xv.</p> <p>xvi.</p> <p>xvii. Any other person under the supervision of the above</p> <p>b. Marking with FRID tags</p> <p>i. s9(2)(a)</p>
1.	Term (Schedule 2, clause 4)	Commencing on and including 6 November 2020 and ending on and including 5 November 2030
2.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>Level 1, Porse House</p> <p>1 Maxwell Road</p> <p>Blenheim 7240</p> <p>Email: s9(2)(a)</p>
3.	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 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. 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 any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. Schedule 2.2 is deleted and replaced with:

“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), or any public land administered by a controlling authority. Any arrangements necessary for access over private land, public conservation land leased by the Grantor or public land administered by a controlling authority are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained”.
4. As per Schedule 1.2.a.i.a, the Authority Holder is authorised to carry out the Authorised Activities on the Public Conservation Land within the area identified in red and on the area identified in blue on the map under Schedule 5 of this Authorisation.
5. As per Schedule 1.2.a.i.b,c,d, the Authority Holder is authorised to carry out the Authorised Activities on the Public Conservation Land identified on the map under Schedule 4 of this Authorisation with the numbers:
 - a. 7
 - b. 11
 - c. 12
 - d. 19
6. As per Schedule 1.2.a.ii, the Authority Holder is authorised to carry out the Authorised Activities on the Public Conservation Land identified on the map under Schedule 4 of this Authorisation with the numbers:
 - a. 1
 - b. 2
 - c. 3
 - d. 8
 - e. 9
 - f. 10
 - g. 13
 - h. 14

- i. 15
- j. 16
- k. 17
- l. 21
- m. 22

7. As per Schedule 1.2.ii.a, the Authority Holder is authorised to catch alive and mark the wildlife on the land not vested in the Crown and managed by the Grantor identified on the map under Schedule 4 of this Authorisation with the numbers listed below:

- a. 1
- b. 3
- c. 4
- d. 5
- e. 6
- f. 7
- g. 8
- h. 9
- i. 10
- j. 11
- k. 12
- l. 13
- m. 14
- n. 15
- o. 16
- p. 17
- q. 18
- r. 19
- s. 20
- t. 21
- u. 22

8. The Authorised Activities shall be undertaken for research purposes only and this research is limited to that contained in the proposal submitted to the Grantor including any subsequent amendments, approved by the Grantor, to obtain this Authorisation, entitled "*TAKOKETA/BLACK PETRELS (PROCELLARIA PARKINSONI) ON GREAT BARRIER ISLAND/AOTEA AND TE HAUTARU-O-TOI/LITTLE BARRIER ISLAND, 2020-2030*
Part A Determining the population status and trends, at-sea distribution and behaviour breeding behaviour and habitat requirements of Black petrels on Aotea/Great Barrier Island using burrow monitoring, ground based surveys, RFID tags, trail cameras and tracking devices.

Part A Determining the population status and trends, at-sea distribution and behaviour breeding behaviour and habitat requirements of Black petrels on Te Hautauru-o-Toi/Little Barrier Island using ground based surveys, burrow monitoring and tracking devices”.

9. If any wildlife should die due to the Authority Holder exercising this Authorisation, the Authority Holder must:
 - a. inform the Grantor (auckland@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.
10. The Authority Holder 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**.
11. Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
12. 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.
13. 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.
14. If a band is taken off a bird for any reason, it must NOT be used on another bird.
15. 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/>)
16. 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>)
17. 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.
18. Insertion of transponders should be carried out according to the relevant DOC Best Practice guide for Black petrel.

19. A Level 3 operator, certified under the New Zealand National Bird Banding Scheme (NZNBBS) for Black petrel transponder insertion, 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.
20. Transmitters, Time-Dive-Recorders, GPS Loggers and GLS Loggers, may be attached to the wildlife. The weight of the transmitter on the bird should not exceed 5% of its body weight. The Authority Holder is strongly encouraged to use best practice transmitter harnesses and attachment methods.
21. During the Authorised Activity, any recaptured individuals found to be injured or otherwise adversely affected by any device must have this device removed and not fitted again. A full report of the details of injury must be provided to the Grantor, to help develop best practice.
22. Every reasonable effort must be made to capture all individuals and remove all devices affixed at the conclusion of the Authorised Activity.
23. The Authority Holder must obtain a temporary licence from the Grantor issued by the Radio Spectrum Management group to DOC to use the channels from 160.6MHz to 161.11MHz (channel 48 to 99).
24. All coloured paint used to mark the wildlife must be non-toxic.
25. The Authority Holder may take chest feathers from the wildlife for the purpose of DNA/sexing of birds.
26. Feather collection referred to at clause 3.25 must be in the quantities of:
 - a. a maximum of 4 feathers per individual bird; and
 - b. may be taken from up to 250 birds per annum for the duration of this Authority.
27. The Authority Holder may take blood specimens from the wildlife for the purpose of disease and pollution analysis.
28. Blood collection referred to at clause 3.27 must be in the quantities of:
 - a. a maximum of 3 drops per individual bird; and
 - b. may be taken from up to 100 birds per annum for the duration of this Authority.
29. 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.
30. Pursuant to sections 41 (1)(d) and 41(2)(d) of the Wildlife Act 1953 and clauses 3.25 to 3.29, 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; and
 - a. notwithstanding clause 3.2, transferring the feather and blood specimens to an appropriate facility for analysisprovided that any surplus feathers and blood samples not destroyed by analysis are transferred to the Grantor's Auckland District Office.
31. Any feather and blood specimens that are transported for testing or for return to the Grantor under clause 30 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.
32. 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 - <https://www.mpi.govt.nz/travel-and-recreation/outdoor-activities/check-clean-dry/>. The Authority Holder must regularly check this website and update their precautions accordingly.
 33. 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 pōhutukawa, mānuka, kānuka, rātā and ramarama. See <https://www.myrtlerust.org.nz/>.
 34. 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.
 35. The Authority Holder shall carry large black plastic bags and tape, 70% alcohol in spray bottles or gel product (e.g. methylated spirits or hand sanitiser, respectively), Isopropanol wipes and a means to record details of an infection should they find it (e.g. smart phone or camera and GPS) while undertaking the Authorised Activity on Public Conservation Land where *Myrtaceae* are part of the flora.
 36. 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.
 - a. Report the infection by using the iNaturalist app (this can be done through the mobile or web app <https://inaturalist.nz/projects/myrtle-rust-reporter>), or record the approximate location to report on return.
 - 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.
 - d. Check all persons and equipment for myrtle rust spore contamination, it looks and acts like a yellow powder and is easily spread when disturbed.
 37. If the Authority Holder or members of their team believe they have myrtle rust spores on them or their gear (clothing, equipment, bags, glasses, phones, etc.), team members must decontaminate with 70% alcohol as per below:
 - a. spray obviously contaminated clothing/hats/footwear/equipment and place everything that can be in large plastic bag; and
 - b. tie and spray the outside of the bag; and
 - c. spray or blob alcohol-gel on all other contaminated skin, clothing or equipment, including packs, that cannot be bagged (i.e. being worn); and
 - d. wipe or spray all sensitive equipment, phones, glasses, watches etc.
 38. The Authority Holder and their team members shall wash all contaminated equipment and clothing as soon as possible to remove any spores (which may be invisible). Wash in an extended hot ($\geq 40^{\circ}\text{C}$) wash with detergent or follow options

- (point 7.) found here <https://www.myrtlerust.org.nz/assets/Uploads/How-to-remove-infected-myrtle-plants-and-safely-dispose-of-the-waste.pdf>
39. The Authority Holder and their team members shall have a hot shower and clean their hair after cleaning contaminated gear to remove any spores (which may be invisible).
 40. The Authority Holder must comply and ensure its clients 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 Agathist* (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.
 41. 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.
 42. 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.
 43. The Authority Holder must comply with the Department of Conservation's 'Pest free Island Biosecurity Checklist' provided to the Authority Holder by the Grantor at the granting of this Authorisation.
 44. Schedule 2.3 is deleted and replaced with:
"The Authority Holder shall contact the **Grantor's Operations Manager** of the relevant Department of Conservation Office no less than five (5) working days prior to undertaking the Authorised Activity on public conservation land".
 45. The Authority Holder must comply with all biosecurity and quarantine measures as advised by the Grantor in respect of exercising this Authority on Te Te Hauturu-o-Toi/Little Barrier Island Nature Reserve.
 46. The Authority Holder must comply with all directions of the Little Barrier Island Ranger while on Te Hauturu-o-Toi/Little Barrier Island Nature Reserve.
 47. Notwithstanding clause 44, the Authority Holder must contact Sophie Kynman-Cole, Supervisor Biodiversity/Recreation/ Historic, Auckland Inner Islands (+64 27 263 2936 or skynmancole@doc.govt.nz) as early as possible in advance of trips to Little Barrier Island to discuss what land is closed to public access.
 48. The Authority Holder must apply for an entry permit at least 20 working days prior to any intended visit to Te Hauturu-o-Toi/Little Barrier Island Nature Reserve.
 49. Any commercial vessels to be taken to the island must hold a Pest-free Warrant and be on the biosecurity approved vessel list for the Land.
 50. If staying overnight, the Authority Holder must contact the Little Barrier Island Ranger (021 399 3355 or littlebarrier@doc.govt.nz) to book the bunkhouse.

51. The Grantor may require that the Authority Holder to make all reasonable endeavours to attend any **cultural induction or competency wānanga offered by local** iwi, Ngati Manuhiri.

52. By acting under this authority, the Authority Holder agrees that:

- a. upon completion of the Authorised Activity, termination or surrender of this Authority, the Authority Holder must forward a final copy of the research findings, reports and publications electronically to permissionshamilton@doc.govt.nz.
- b. A final report must be submitted within one month of its completion and contain the following:
 - i. the Authority Number [87758-RES]; and
 - ii. a summary of research findings; and
 - iii. any implications for conservation management; and

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

53. The Authority Holder must use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public.

54. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities.

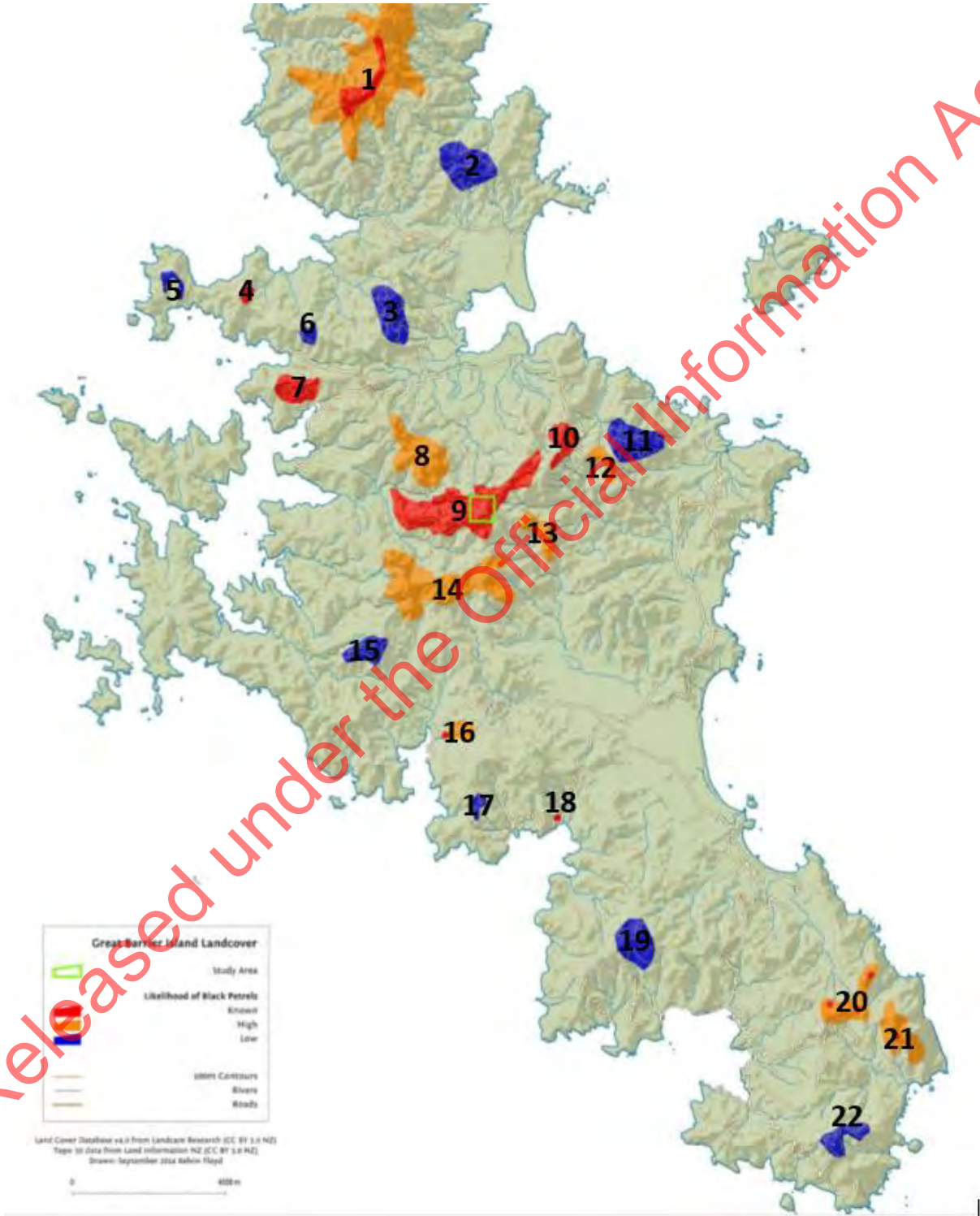
55. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place.

56. The Authority Holder must remove all sound recorders, trail cameras and antennas from the Authorised land:

- a. within 14 days of the Authority being surrendered or terminated; or,
- b. at the latest, on the day this Authority expires

57. 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



SCHEDULE 5



Released under the Official Information Act



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

Authorisation Number: 87768-FAU

THIS AUTHORITY is made this 11th day of June 2021

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 of the Wildlife Act 1953 and clause 38 of the Wildlife Regulations 1955 and

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

PERMITS the Authority Holder pursuant to section 49 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

Laura Chartres, Personal Assistant, 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.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	<p>a) Activity – to catch alive, have in possession and liberate absolutely protected wildlife under the Wildlife Act 1953 for the purpose of surveying and monitoring</p> <p>b) Species – As specified in Schedule 3, special condition 1.</p> <p>c) Quantity – As required</p> <p>d) Method catching – Artificial cover objects, visual encounter surveys (day and night), pitfall traps, G-minnow trap and closed cell-foam covers.</p> <p>Method marking –</p>
2.	The Land (Schedule 2, clause 2)	<p>Public Conservation Land: As set out in Schedule 3, special condition 2.</p> <p>Other land: Land within the Hauraki Gulf and mainland Auckland within the Region boundaries.</p>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>Dr Sabine Melzer</p> <p>s9(2)(a)</p> <p>Additional experienced team members supervised by members the above personnel.</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 15 June 2021 and ending on and including 14 June 2026
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 1142 New Zealand</p> <p>Phone: 09 301 0101 Email: sabine.melzer@aucklandcouncil.govt.nz</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>

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. Species authorised under this authority are listed in the table below:

Common name	Scientific name	NZ threat classification
Mokohinau gecko	Dactylocnemis "Mokohinau"	Naturally uncommon
Pacific gecko	Dactylocnemis pacificus	Relict
Duvaucel's gecko	Hoplodactylus duvaucelii	Relict
Forest gecko	Mokopirirakau granulatus	Declining
Elegant gecko	Naultinus elegans	Declining
Muriwai gecko	Woodworthia aff. Maculata "Muriwai"	Nationally Critical
Raukawa gecko	Woodworthia maculata	Not threatened
Copper skink	Oligosoma aeneum	Not threatened
Tatahi skink	Oligosoma aff. smithi "Three Kings, Te Pahi, Western Northland"	Declining
Chevron skink	Oligosoma homalonotum	Nationally vulnerable
Moko skink	Oligosoma moco	Relict
Ornate skink	Oligosoma ornatum	Declining
Shore skink	Oligosoma smithi	Naturally uncommon
Striped skink	Oligosoma striatum	Declining
Suter's skink	Oligosoma suteri	Relict
Hauraki skink	Oligosoma townsi	Recovering
Tuatara	Sphenodon punctatus	Relict
Hochstetter's frog	Leiopelma hochstetteri	Declining

2. The activity is authorised at the following locations:

Conservation area	Land status	District Office
Rangitoto Island Scenic Reserve	Scenic Reserve	Auckland Inner Islands
Motutapu Island Recreation Reserve	Recreation Reserve	Auckland Inner Islands
Motuihe Island Recreation Reserve	Recreation Reserve	Auckland Inner Islands
Tiritiri Matangi Scientific Reserve	Scientific Reserve	Auckland Inner Islands
Casnell Island Scenic Reserve	Scenic Reserve	Tamaki Makaurau
Motuora Island Recreation Reserve	Recreation Reserve	Auckland Inner Islands
Moturekareka Island Scenic Reserve	Scenic Reserve	Auckland Inner Islands
Motutara Island Scenic Reserve	Scenic Reserve	Auckland Inner Islands
Te Hawere-a-Maki / Goat Island Scientific Reserve	Scientific Reserve	Tamaki Makaurau
Te Hauturu-o-Toi/ Little Barrier Island Nature Reserve – Ngāti Manuhiri Giftback Area	Nature Reserve	Auckland Inner Islands
Rakitu Island Scenic Reserve	Scenic Reserve	Great Barrier/Aotea District
Mokohinau Islands Nature Reserve	Nature Reserve	Great Barrier/Aotea District

Aotea Conservation Park	Conservation Park	Great Barrier/Aotea District
Harataonga Recreation Reserve	Recreation Reserve	Great Barrier/Aotea District
Okiwi Recreation Reserve	Recreation Reserve	Great Barrier/Aotea District
Kotuku Point Scenic Reserve	Scenic Reserve	Great Barrier/Aotea District
Bushs Beach Recreation Reserve	Recreation Reserve	Great Barrier/Aotea District
Awana Stream Recreation Reserve	Recreation Reserve	Great Barrier/Aotea District
Claris Recreation Reserve	Recreation Reserve	Great Barrier/Aotea District
Tryphena Scenic Reserve	Scenic Reserve	Great Barrier/Aotea District
Medlands Wildlife Management Reserve	Government Purpose Reserve	Great Barrier/Aotea District
Oruawharo Creek Government Purpose Reserve	Government Purpose Reserve	Great Barrier/Aotea District
Oruawharo Marginal Strip	Marginal Strip	Great Barrier/Aotea District
Rangatawhiri Scenic Reserve	Scenic Reserve	Great Barrier/Aotea District

Ownership of absolutely protected wildlife

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.

Lizard capture and handling

5. Lizard capture, handling and relocation should be undertaken at a suitable time of year [September-May] when lizards are active, as advised by Personnel listed under schedule 1 clause 3.
6. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
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. 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.
9. The Authority Holder must ensure all live capture traps, (e.g. pitfall traps and G-minnow traps), are checked at least every 24 hours.
10. The Authority Holder is authorised to undertake non-invasive surveys of lizards and tuatara. This is specifically weighing animals using digital or Pesola scales and measuring using small plastic rulers. Marking may be undertaken on lizards using a xylene free marker, marking a small dot applied to ventral side of animal.
11. 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.
12. 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.
13. The Authority Holder is strongly encouraged to adhere to current best practice hygiene protocols when visiting sites of known native frog populations to avoid the spread of pest organisms such as chytrid fungus.
14. If any threatened lizard species are found, the Authority Holder must advise the Grantor within one working day and seek further advice.
15. If any lizards should die during the authorised activities of catch, transfer or liberate, the Authority Holder must:
 - a. inform the Grantor within 5 working days; chill the body if it can be delivered within 72 hours, or freeze the body if delivery will take longer than 72 hours; and
 - b. follow the Grantors instructions on where to send the body, along with details of the **animal's** history; and
 - c. pay for any costs incurred in investigation of the death of any lizard; and
 - d. if required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

Frog capture and handling

16. The Authority Holder must adhere to the current national Frog Hygiene Protocol as per Schedule 5 of this Authority to minimise the possible spread of chytrid fungus and other pathogens to, within and between the sites listed in Schedule 1 of this Authority.
17. The Authority Holder must only use people fitting the following description: **“Suitably qualified ecologist including herpetologist” that means a herpetologist** who:
 - a. Demonstrates expertise and experience in frog survey, capture, handling and release, including extended periods of experience undertaking frog surveys. They will understand and demonstrate competency in survey methods and

searching techniques (including where, when and in what conditions it is best to survey to maximise detection), frog identification, and safe capture, handling and release of frogs to the satisfaction of the Manager (who will consult with the Native Frog Recovery Group).

- b. If an **'approved handler' system for assessing herpetologist competency** is approved by the Department during the term of this Authority, it will be the **required standard for any 'suitability qualified ecologist including herpetologist' working under this Authority.**

18. The Authority Holder must take all practicable steps to minimise trampling and disturbance of frogs and their habitat by:

- c. Using the same marked access routes for access to the site.
- d. Avoiding survey of habitat that may result in crushing or collapse of delicate refugia, e.g. stream seepages with small stacked pebbles that could collapse entirely if searching is attempted.
- e. Returning all captured and handled frogs to their original capture point using a system of release that avoids the risk of liberated frogs being disturbed or trampled.

19. Frog 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/>, the Frog Hygiene Protocol as per Schedule 5 and the methods listed below, to minimise the risk of injury or death:

- a. Catch frogs by gently scooping and holding the frog in cupped, gloved hands, or by gently holding the middle of the frog between 1st or 2nd forefingers and thumb. Do not squeeze the frog and never hold it by the legs or head.
- b. Frogs should be placed in a safe location to avoid accidental trampling. If holding frogs during the day, they must be held out of direct sunlight and bright day light to minimise the risk of overheating, drying out, stress and/or death.
- c. Release frogs at the original capture point and check bags to ensure every frog has been released. If releasing frogs during the daytime, they should be released next to the cover object under which they were found and gently tapped with a gloved hand to encourage them to return under the refugia.
- d. New gloves and new bags should be used for each individual frog found.

20. The Authority Holder is authorised to undertake non-invasive surveys frogs. This is specifically weighing animals using digital or Pesola scales and measuring using small plastic rulers.

Euthanasia

21. If any lizards or frogs are found injured as part of the Authorised Activity, the Authority Holder shall contact the Grantor or a veterinarian to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured lizard(s) or frog(s) on recommendation of the Grantor or a veterinarian.

Reporting

22. The Authority holder shall provide an annual report to the Grantor. This report shall be electronically forwarded to the rest of the native Frog Recovery Group and Lizard TAG

(and/or to 'Terrestrial Science Unit' if requested), and to permissionshamilton@doc.govt.nz, citing Authority number 91322-FAU. This report shall be submitted by the 31st of December annually. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua.

23. Upon completion of the research or revocation of this Authority, the Authority Holder shall forward a copy of the research findings, reports and publications to the Grantor within one month of the final report being completed. The final report shall be forwarded electronically to permissionshamilton@doc.govt.nz citing Authority number 87476-FAU, and to the rest of the Native Frog Recovery Group and/or to 'Terrestrial Science Unit' if requested. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua. This report shall contain any implications for conservation management.
24. 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, within 1 month of sighting or capture.

Cultural

25. The Grantor shall require the Authority Holder to make all reasonable endeavours to attend a Ngāti Rehua Ngatiwai ki Aotea cultural induction if mokomoko/Herpetofauna species are surveyed within the rohe of Ngāti Rehua Ngatiwai ki Aotea. This can be arranged by contacting s9(2)(a)
26. The Grantor shall require the Authority Holder to make all reasonable endeavours to attend a Ngāti Manuhiri cultural induction if any herpetofauna are surveyed within the rohe of Ngāti Manuhiri (<http://www.tkm.govt.nz/iwi/ngatimanuhiri/>). This can be arranged by contacting s9(2)(a)

27. The Authority Holder must handle any herpetofauna in a culturally appropriate manner.

Te Haututu-o-Toi/Little Barrier Island

28. The Authority Holder must comply with all biosecurity and quarantining measures as advised by the Grantor.
29. The Authority Holder must obtain an entry permit a minimum of 20 working days prior to accessing the Land.

Island biosecurity

30. Before accessing a pest-free Island, the Authority Holder must comply with the Pest Free Island Guidelines for Contractors, set out in Schedule 5 of the authority [DOC-6124628].

Kauri Dieback disease biosecurity

28. 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.

Myrtle rust biosecurity

29. 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.
- e. 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:
 - i. Spray obviously contaminated clothing/hats and then place items in a large plastic bag;
 - ii. Tie and spray the outside of the bag;
 - iii. Mist spray other clothing being worn;
 - iv. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc;
 - v. 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.



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 87774-CAP

THIS AUTHORITY is made this 22nd 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 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 Stephanie Bowman, Permissions Manager, Hamilton Office, acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Ysatis Leafa

Witness Occupation: Permissions Advisor

Witness Address: 73 Rostrevor Street, Hamilton City, Hamilton 3204

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 obtain alive and have in possession absolutely protected wildlife protected under the Wildlife Act 1953 and to obtain the eggs of such wildlife for the purpose of hatching any such eggs and of rearing any progeny arising from that hatching.</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.	<p>The Land (Schedule 2, clause 2)</p>	<p>a. s9(2)(a)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. s9(2)(a)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 11 February 2021 and ending on and including 10 February 2024.</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></p> <p></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 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, auckland@doc.govt.nz and ladams@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

Scientific Name	Common Name
<i>Hoplodactylus granulates</i>	Forest gecko
<i>Hoplodactylus duvaucelii</i>	Duvaucel's gecko
<i>Hoplodactylus chrysosirecticus</i>	Goldstripe gecko
<i>Oligosoma moco</i>	Moko skink
<i>Oligosoma infrapunctatum</i>	Speckled skink
<i>Naultinus stellatus</i>	Nelson green gecko
<i>Oligosoma microlepis</i>	Small-scaled skink
<i>Oligosoma fallai</i>	Falla's skink

Released under the Official Information Act



Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 87775-RES

THIS AUTHORITY is made this 20th day of April 2021

PARTIES:

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

AND

New Zealand Herpetological Society Incorporated (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 41 and 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 Stephanie Bowman, Hamilton Permissions Manager acting under delegated authority

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

Witness Signature

Witness Name: Liam Thomas

Witness Occupation: Permissions Advisor (Department of Conservation)

Witness Address: Hamilton Shared Service Centre, 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.

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 and liberate the following absolutely protected wildlife for the purpose of research: <ul style="list-style-type: none"> - Robust Skink (<i>Oligosoma alani</i>) ii. To hold and analyse DNA/blood samples collected for research <p>b. Method –</p> <ul style="list-style-type: none"> i. Acquire DNA/blood samples through tail tipping and the use of buccal swabs ii. Collection of Faecal samples through temporary isolation and the use of cloacal swabs iii. Liberate by hand (within authorised captive facilities) upon completion of interaction with species <p>c. Quantity – 100 Individuals of the listed species</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Acquisition of samples - to be undertaken at private captive holding facilities authorised by the Department to possess the listed protected species (Robust Skink)</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>The Authority Holder and other individuals associated with the New Zealand Herpetological Society Incorporated including:</p> <ul style="list-style-type: none"> ➤ s9(2)(a) ➤ [REDACTED] ➤ [REDACTED] ➤ [REDACTED]
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on an including 20 April 2021 and ending on and including 19 April 2031</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is: P.O. Box 303140 North Harbour Auckland 0751 New Zealand Phone: 09 636 6507 Email: s9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is: Permissions Team</p>

		Level 4 73 Rostrevor Street Hamilton, 3204 Email: permissionshamilton@doc.govt.nz
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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 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

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, any genetic material and any replicated genetic material. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material. The Authority Holder cannot sell the wildlife.

Lizard Handling

2. Lizards must only be handled by Authorised Personnel listed in this Authority (Schedule 1.3) or under the direct supervision of the Authorised Personnel.
3. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
4. 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/>
5. Blood, feather and/or reptilian tissue 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

Sampling and Genetic Material

6. 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
7. Blood, DNA and other Biological samples shall only be acquired from facilities which are authorised captive holders of the protected species (Robust Skink).
8. 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.

Termination and Reports

9. 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".
10. 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.
11. The Authority Holder acknowledges that the Grantor may provide copies of these reports to tangata whenua and the general public if requested



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

Authorisation Number: 87786-FAU

THIS AUTHORITY is made this 26th day of October 2020

PARTIES:

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

AND

Royal Forest & Bird Protection Society of New Zealand Incorporated (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 of the Wildlife Act 1953 and regulation 38 of the Wildlife Regulations 1955; and

PERMITS the Authority Holder pursuant to section 38 and Part 3B of the Conservation Act 1987

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
Aaron Fleming as Operations Director of Southern South Island Region
acting under delegated authority
in the presence of:

Witness Name: Ali Mountney

Witness Occupation: PA

Witness Address: 33 Don Street, Invercargill

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

<p>1.</p>	<p>Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)</p>	<p>1. Activities:</p> <ul style="list-style-type: none"> a. to catch alive the absolutely protected wildlife detailed under Schedule 4 for the purpose of: <ul style="list-style-type: none"> i. species management b. to mark the absolutely protected wildlife detailed under Schedules 4 for the purpose of distinguishing wildlife c. to liberate on the Authorised land, the absolutely protected wildlife detailed in Schedule 4 of this Authority caught alive on the Authorised land d. to take specified fauna in the named recreation/scenic reserves on Public Conservation Land described in Schedule 1, item 2 e. to use traps in the named recreation/scenic reserves on Public Conservation Land described in Schedule 1, item 2 f. to hunt in the conservation area on Public Conservation Land described in Schedule 1, item 2 g. to monitor/track/use of acoustic recorders on all Public Conservation Land described in Schedule 1, item 2. <p>2. Quantity:</p> <ul style="list-style-type: none"> a. catch alive – as required b. marking – <ul style="list-style-type: none"> i. transmitters - as per Schedule 3, 3.1 ii. banding – as required c. liberate – as required <p>3. Methods:</p> <ul style="list-style-type: none"> a. catch alive: <ul style="list-style-type: none"> i. free standing harp traps ii. mist nets b. marking – <ul style="list-style-type: none"> i. banding – as per Schedule 3, 3.3 & 3.4 ii. transmitter attachment – as per Schedule 3, 3.1, 3.2, 3.4 & 3.5. c. liberate:
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		i. hand release
2.	The Land (Schedule 2, clause 2)	<p>1. Public Conservation Land:</p> <ul style="list-style-type: none"> a. Catlins Conservation Park b. Tautuku Bay Scenic Reserve c. Mahaka Recreation Reserve d. Papatowai Scenic Reserve: e. Tahakopa Bay Scenic Reserve f. Tahakopa River Scenic Reserve g. MacLennan River Scenic Reserve <p>2. Private Land/other land (subject to landowner consent):</p> <ul style="list-style-type: none"> a. Lenz PPL – Private Scenic Reserve b. Non-public conservation land or other land encompassed by the red marking as per the map under Schedule 6 of this Authority.
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<p>1. s9(2)(a)</p> <p>2. s9(2)(a) provided that she is under the supervision of s9(2)(a)</p> <p>3. s9(2)(a) provided that he is under the supervision of s9(2)(a)</p> <p>4. Suitable registered and trained personnel authorised in writing by the Grantor.</p>
4.	Term (Schedule 2, clause 4)	Commencing on and including 29 October 2020 and ending on and including 28 October 2030.
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>205 Victoria Street</p> <p>Ground Floor</p> <p>Te Aro</p> <p>Wellington 6011</p> <p>New Zealand</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>

		Hamilton, 3204 Email: permissionshamilton@doc.govt.nz
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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. Ownership of Protected Wildlife

- 1.1. This Authorisation gives the Authority Holder the right to catch alive, liberate and mark specified 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.
- 1.2. 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.

2. Mist-netting and harp-trapping

- 2.1 The Authority Holder must not leave any mist-net lines or harp traps unattended at a place where they may endanger wildlife or the public.
- 2.2 The Department of Conservation best practice manual of conservation techniques must be adhered to at all times when capturing and handling Long-tailed bats: (<https://www.doc.govt.nz/globalassets/documents/science-and-technical/inventory-monitoring/im-toolbox-bats/im-toolbox-bats-doc-best-practice-manual-of-conservation-techniques-for-bats.pdf>)

3. Transmitter attachment and Banding

- 3.1 Transmitters (comprising no more than **10% of an animal's body weight**) may be attached to up to 20 Long-tailed bats per year, in accordance with the terms and conditions of this Authority.
- 3.2 During the authorised activity, any recaptured individuals found to be injured or otherwise adversely affected by a transmitter must have their transmitter removed immediately if safe to do so and the transmitter shall not be fitted to the injured bat again. A full report of the details of the injury must be provided to the Grantor within 14 days of the incident.
- 3.3 During the authorised activity, any recaptured individuals found to be injured or otherwise adversely affected by a bat band must have their band removed and not fitted again. A report of the details of the injury must be provided to the Grantor in accordance with clause 5.1(b) below.
- 3.4 The Department of Conservation best practice manual of conservation techniques for bats must be adhered to at all times when banding and attaching transmitters to bats.
- 3.5 Radio transmitter frequencies 160.6 MHz to 161.11 MHz (channels 48-99) must not be operated unless the Authority Holder is in possession of the appropriate license issued by the Department of Conservation.

4. Bat Ecologist competency

- 4.1 Only people certified as a competent Level D or E Bat Ecologist, or who is supervised by a Level E Bat Ecologist can operate under this Authority.

5. Injured and Dead Wildlife

- 5.1 If any Long-tailed bat is found to be injured or otherwise adversely affected by the Authorised Activity, the Authority Holder must:

- a. obtain veterinary care immediately if required; and
- b. immediately notify the Grantor in writing (quoting Ref: 87786-FAU) of the injury of any wildlife caused by the activities permitted under this Authority by providing a written report with full details of the situation and the date of the event.

- 5.2 If any wildlife should die, the Authority Holder must:

- a. Inform the Grantor by email (quoting Ref: 87786-FAU) within 48 hours
- b. Chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours
- c. Send the body to Massey University Wildlife Post-mortem Service for necropsy, along with details of its history
- d. Pay for any costs incurred in investigation of the death
- e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.

6. Final Report

- 6.1 Upon completion of the Authorised Activity, or surrender, termination of this Authority, or expiration of this Authority (whichever comes first); the Authority Holder must forward a final copy of the research findings, reports and publications electronically to permissionshamilton@doc.govt.nz. This report should be made available to Tangata Whenua on request.

7. Accidental Discovery Protocols

The Authority Holder is responsible for ensuring that the Accidental Discovery Protocols in Schedule 5 are followed should the circumstances require.

8. Termination

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

SPECIES – ABSOLUTELY PROTECTED WILDLIFE

	Common name	Scientific name
1	Long-tailed bat (Pekapeka)	<i>Chalinolobus tuberculatus</i>

Released under the Official Information Act



Variation to a Wildlife Act Authority under the Wildlife Act 1953

Authorisation Number: 87786-FAU

THIS DEED OF VARIATION OF AN AUTHORITY is made this 18th day of March 2021

PARTIES:

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

AND

Royal Forest & Bird Protection Society of New Zealand Incorporated (the Authority Holder)

BACKGROUND

- A. By an Authorisation dated the 26th 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:

1. To Schedule 1.1.3a, add iii. Acoustic lures.
2. The following conditions are added to Schedule 3:
 1. The Authority Holder shall monitor the hart traps regularly throughout the hours of darkness at least once every 4 hours as an absolute minimum.
 2. The Authority Holder must only use Autobat NK2, Apodemus Batlure, Peersonic tester/lures.
 3. The Authority Holder must position all Lures at a maximum distance of 100 metres away.

4. The Authority Holder must only use one model of lure during any capture attempt.

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 John McCarroll, Murihiku Operations Manager acting under delegated authority

in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Jennifer Sycamore

Witness Occupation: Community Ranger

Witness Address: Level 7, 33 Don Street, Invercargill 9810

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 and other land

Authorisation Number: 87796-FAU

THIS AUTHORITY is made this 30th day of September 2020

PARTIES:

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

AND

University of Otago (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 of the Wildlife Act 1953 and clause 38 of the Wildlife Regulations 1955; and

PERMITS the Authority Holder pursuant to section 49 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 *Elizabeth Anne Wallace* acting under delegated authority in the presence of:

s9(2)(a)

Witness Signature

Witness Name: Sanjay Thakur, Permissions Advisor, DOC Dunedin

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods)</p> <p>(Schedule 2, clause 2)</p>	<p>a) Activity</p> <ul style="list-style-type: none"> • To capture • To handle • To take 0.1 ml blood samples per species • To mark by way of banding <p>b) Species</p> <ul style="list-style-type: none"> • Bellbird (<i>Anthornis melanura</i>) • Silvereye (<i>Zosterops lateralis</i>) • Tui (<i>Prosthemadera novaeseelandiae</i>) • Tomtit (<i>Petroica macrocephala</i>) • Grey Warbler (<i>Gerygone igata</i>) • New Zealand Fantail (<i>Rhipidura fuliginosa</i>) • All unprotected passerines as per Schedule 5 of the Wildlife Act 1953 <p>c) Quantities</p> <ul style="list-style-type: none"> • Up to 100 individuals of each species <p>d) Methods</p> <ul style="list-style-type: none"> • Using mist nets • By hand • Using a 27-gauge needle to puncture the brachial vein • Using a metal band • Thermal camera imaging <p>For research purposes</p>
2.	<p>The Land</p> <p>(Schedule 2, clause 2)</p>	<p>Public Conservation Land:</p> <p>Any public conservation land within 30km of the coast between the Waitaki River in the North and the Clutha River in the South that is open to the public, and excluding nature reserves.</p> <p>Other land:</p> <p>Any private land (including Yellow Eyed Penguin Trust sites) within 30km of the coast between the Waitaki River in the North and the Clutha River in the South that the grantee obtains permission to access.</p>

3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	<ul style="list-style-type: none"> • s9(2)(a) • Any other suitably qualified persons supervised by the above
4.	Term (Schedule 2, clause 4)	Commencing on and including 1 October 2020 and ending on and including 30 September 2023
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>Department of Zoology Marples Building 340 Great King Street DUNEDIN 9016 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>Department of Conservation 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

1. Banding

- 1.1 A level 3 bander, certified under the New Zealand National Bird Banding Scheme, must oversee and be accountable for the Authorised Activity. A Level 2 bander 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.
- 1.2 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")**.
- 1.3 Only metal bird bands supplied by the Department of Conservation, New Zealand are to be used, except where other marking techniques are authorised.
- 1.4 Colour banding is authorised, subject to prior approval by the Banding Office.
- 1.5 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
- 1.6 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.
- 1.7 If a band is taken off a bird for any reason, it must NOT be used on another bird.
- 1.8 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.
- 1.9 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 electronic spreadsheets.

2. Crown Property

- 2.1 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.

3. Collected Material

- 3.1 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.
- 3.2 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.
- 3.3 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 exported.

4. Dead Wildlife

- 4.1 If any of the wildlife die whilst undertaking the Authorised Activities, the Authority Holder must:
- Inform the Grantor's Dunedin Office within 24 hours;**
 - In the case of any absolutely protected wildlife chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours;
 - In the case of any absolutely protected wildlife **send, at the Authority Holder's costs, the body** to Massey University Wildlife Post-mortem Service for necropsy along with details of the details of the **animal's history;**
 - In the case of any unprotected wildlife offer the suitable chilled carcass to the Otago Museum;
 - Pay for any costs incurred in investigation of the death of the wildlife, and,
 - If required by the Grantor, cease the Authorised Activities for a period determined by the Grantor.

5. Expectations of the public

- 5.1 The Authority Holder must use best endeavours to ensure that the Authorised Activity is not undertaken within sight of the public.
- 5.2 While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites or facilities.
- 5.3 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.

6. Records and reporting

- 6.1 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 citing in all cases Authority number 80145-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.

6.2 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.

7. Wildlife health management

7.1 The Authority Holder must comply with the standards set out in the Wildlife Health Management Standard Operating Procedure – [DOCDM-442078](#)

7.2 Any blood collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Book/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure [DOCDM-531081](#)

8. General

8.1 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”**

9. Mist-netting conditions

9.1 The Authority Holder must not leave any mist-net lines unattended at any place where they may endanger wildlife or the public (eg across quad tracks).

9.2 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.

9.3 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.

9.4 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.

10. Termination

10.1 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.”