

# MEMORANDUM OF UNDERSTANDING

## PREDATOR FREE RAKIURA

### PROJECT

***Vision: To grow Rakiura as a taonga by working collaboratively towards a predator free Rakiura that allows ecosystems and community to thrive and benefit from each other***

THIS MEMORANDUM OF UNDERSTANDING IS MADE ON THE 13<sup>TH</sup> DAY OF JULY 2019

#### PARTIES

The Parties are:

1. Awarua Rūnanga
2. Oraka-Aparima Rūnanga
3. Waihōpai Rūnanga
4. Hokonui Rūnanga
5. Te Rūnanga o Ngāi Tahu
6. Rakiura Maori Lands Trust
7. Rakiura Tītī Islands Administering Body
8. Rakiura Tītī Committee
9. Director-General of Conservation, Department of Conservation - Te Papa Atawhai
10. Southland District Council
11. Southland Regional Council
12. Real Journeys
13. New Zealand Deerstalkers Association

And subsequently such other parties that as may be invited and agree to be bound by the provisions of this Memorandum of Understanding (MOU).

- A. This Memorandum of Understanding (MOU) recognises that the Parties consider that there are considerable environmental, social, cultural and economic benefits from the removal of a suite of predators on the mainland of Stewart Island and the islands, islets and rock stacks off Stewart Island/Rakiura (see Appendix I: Map of Project Area) and are united in wanting a thriving nature on Stewart Island/Rakiura for future generations.
- B. The Parties wish to develop a formal relationship and Leadership Group Terms of Reference to work together on the Predator Free Rakiura Project - the predator removal project and biosecurity on the mainland and islands of Stewart Island/Rakiura and on the related benefits to its communities.
- C. This Memorandum of Understanding formalises and records the Vision, Scope and Relationship Principles that the Parties expect to underpin their ongoing relationship with each other and records the membership and Terms of Reference for the Leadership Group.



## **GIVING EFFECT TO THE PRINCIPLES OF THE TREATY OF WAITANGI**

The Parties agree to give effect to the Principles of the Treaty of Waitangi as follows:

1. We will work together in good faith, mutual respect and a spirit of trust to deliver the vision.
2. The programme of work should be developed jointly in partnership
3. Adequate resourcing will be provided for a joint development process
4. The joint development process will reflect all the parties' capacity to deliver agreed outcomes
5. Rangatiratanga is provided for throughout the programme of work to ensure Ngāi Tahu and the appropriate Papatipu Rūnaka are central to governance, planning, & decision-making.

## **OPERATIVE PARTS**

1. The Parties agree that the arrangements set out in **Schedule One** of this document are the basis on which they wish to work together.

<p>Signed by s.9(2)(a) Chairperson for <b>Awarua Rūnanga</b> s.9(2)(a)</p>	<p>Signed by s.9(2)(a) Chairperson for <b>Oraka-Aparima Rūnanga</b> s.9(2)(a)</p>
<p>Signed by s.9(2)(a) Deputy Chairperson for <b>Waikāpiti Rūnanga</b> s.9(2)(a)</p>	<p>Signed by s.9(2)(a) Managing Trustee for <b>Hokonui Rūnanga</b> s.9(2)(a)</p>
<p>Signed by s.9(2)(a) Chairperson for <b>Rakiura Maori Lands Trust</b> s.9(2)(a)</p>	<p>Signed by s.9(2)(a) Chair for <b>Rakiura Tīti Committee</b> s.9(2)(a)</p>
<p>Signed by s.9(2)(a) Chair for <b>Rakiura Tīti Islands Administering Body</b> s.9(2)(a)</p>	<p>Signed by Lou Sanson Director General for <b>Department of Conservation - Te Papa Atawhai</b></p>
<p>Signed by Nicol Horrell Chairman of Environment Southland for <b>Southland Regional Council</b></p>	<p>Signed by Steve Ruru Chief Executive for <b>Southland District Council</b></p>
<p>Signed by s.9(2)(a) s.9(2)(a) General Manager for <b>Real Journeys</b></p>	<p>Signed by s.9(2)(a) National President for <b>New Zealand Deerstalkers Association</b>  s.9(2)(a)</p>

## SCHEDULE ONE

### Background

1. Predator Free 2050 is an ambitious programme to rid New Zealand of possums, rats and stoats by 2050. Its aim is to connect and amplify successful efforts already underway across communities, iwi, private businesses, philanthropists, scientists and government. The intention is also to focus on developing breakthrough predator-control tools and techniques and refinement of existing tools. As the focus and momentum in landscape-scale predator control amplifies, agencies, communities and individuals are increasingly seeking ways to improve their place by way of predator management. Internationally and within New Zealand, there is a focus on and investment in developing refined existing and new technologies to deliver social, cultural and economic outcomes alongside conservation outcomes at landscape scale.
2. Ngāi Tahu are mana whenua of Rakiura and surrounding islands, with a strong, significant historical and ongoing connection. The Southland region is home to special wilderness landscapes hosting rich biodiversity including Stewart Island/Rakiura and the Tītī Islands. These areas are important from an ecological, cultural, social and economic point of view. Stewart Island/Rakiura and the surrounding islands are relatively unmodified and free from many threats and pressures that are present elsewhere. Stewart Island/Rakiura is highly valued and protected by many people using a variety of mechanisms. Ngāi Tahu is mana whenua and agencies, organisations, communities, businesses and individuals have an important relationship with Stewart Island/Rakiura and together have a shared view of ensuring a thriving nature on Stewart Island/Rakiura for now and into the future.
3. Predator Free Rakiura is a concept towards making Stewart Island / Rakiura a sustainable safe haven for native wildlife and people into the future. The proposal is to remove rats (Norway, Ship and kiore), possums, feral cats and hedgehogs from the mainland and islands of Stewart Island/Rakiura, as these predators eat or compete with wildlife. Stoats, weasels, ferrets, pigs and goats are not present on Stewart Island/Rakiura.
4. The concept of removing rats, possums, feral cats and hedgehogs has been explored by the Stewart Island/Rakiura community and those with an interest in Stewart Island/Rakiura in a few different ways over the years. The Leadership Group to progress the concept of a Predator Free Rakiura was established in 2014, comprising representatives from Te Rūnanga o Ngāi Tahu, Department of Conservation, Environment Southland, Southland District Council, Rakiura Maori Lands Trust, Rakiura Tītī Islands Administering Body, Rakiura Tītī Committee, fishing and aquaculture interests, hunting interests, business interests and the resident Stewart Island community. This MOU intends to formalise this membership and record the Terms of Reference. The Leadership Group are not a formal entity or Trust, rather a collective of parties with an interest in and a commitment to a Predator Free Rakiura.
5. The majority of land in scope for the Project is administered by the Crown, Rakiura Maori Lands Trust and the Tītī Islands community with a small portion being private freehold. Various types and scales of predator control and biosecurity are undertaken on and around Bluff and Stewart Island/Rakiura. There is currently overall support for the end vision of a predator free Rakiura. Questions about methods, lifestyle impacts and costs remain. The potential of a Predator Free Rakiura as an opportunity for improving the social and economic sustainability of Stewart Island/Rakiura is recognised and honouring its cultural and historic foundations.
6. As existing technologies are refined and new technologies emerge, there is a new opportunity to explore the feasibility of a Predator Free Rakiura. The breadth of feasibility includes technical, sustainable, socially acceptable, political, environmentally acceptable, realistically able to be resourced and financially acceptable considerations.

## Purpose

The purpose of this MOU is to formalise the commitment of the Parties to Predator Free Rakiura, to record the Vision, Scope and Relationship Principles that the Parties expect to underpin their ongoing relationship with each other and to record the membership and Terms of Reference for the Predator Free Rakiura Leadership Group.

## Vision

7. The Parties are united in the Vision:

***To grow Rakiura as a taonga by working collaboratively towards a predator free Rakiura that allows ecosystems and community to thrive and benefit from each other***

The following principles underpin the Vision:

- collaboration of all the stakeholders affected by a Predator Free Rakiura and/or willing to contribute
- application of the latest science and technology
- building the project in a way that interlinks environmental, social and economic benefits
- honouring our cultural history, *Mo tatou, a, mo ka uri a muri ake nei* – for us and for generations to come.

The Parties commit to the vision because each Party recognises the benefits of a restored, healthier Rakiura, now and into the future. By restoring and protecting Rakiura the Parties will be enriched, Rakiura and its taonga will be safer and its future will be brighter.

## Scope

8. The Predator Free Rakiura Leadership Group aims to develop a technically robust project to remove target predators from the main island and surrounding islands of Stewart Island/Rakiura in one coordinated project, and to maintain a Predator Free Rakiura into the future.
9. Predators in scope are Norway and ship rats, kiore, possums, feral cats and hedgehogs. Biosecurity measures must prevent re-invasion of these species and others that may threaten Stewart Island / Rakiura.
10. The Parties acknowledge that the scale and complexity of the vision means that design may be controversial and challenging.
11. The Parties agree that a healthy interface with the Stewart Island/Rakiura community needs to be established and maintained to facilitate participation and incorporate social and economic benefits alongside the ecological outcomes.
12. The Parties agree that for the vision to be achieved, the proposed design needs to occur with an openness to all possible opportunities so all implementation options can be considered.
13. The Parties agree to develop and commit to a strategy towards the Vision.

## Relationship Principles

14. The Parties wish to conduct their meaningful and enduring relationship on the basis of good faith and respect for each other's views, with the intention to work together to achieve mutually beneficial objectives and outcomes that enable the successful delivery of the Predator Free Rakiura Vision. The Parties to this MOU agree to abide by the following Relationship Principles when the Parties engage with each other and others:
- **Integrity**  
Each Party will treat each other with the utmost respect, honesty and fairness.
  - **Authority**  
Each Party respects the authority and autonomy of the Parties and their individual roles and responsibilities.
  - **Consultation**  
Each Party agrees to consult on matters relating to the Predator Free Rakiura Project and agrees to contribute to strategic and annual planning processes in an integrated manner. Each Party commits to a 'no surprises' approach.
  - **Availability**  
Each Party agrees to make every effort to attend each meeting.
  - **Engagement**  
Each Party agrees to make every effort to communicate the thinking from their organisation to the Leadership Group, and to communicate and advocate the work of the Leadership Group back to their organisation.
15. Nothing in this MOU or actions arising from it, shall detract from the rights or interests of the Parties under their individual Deeds of Settlement with the Crown.
16. The Parties do not intend this Memorandum to be legally binding.
17. The **Terms of Reference Appendix 2** below further outlines how the Leadership Group will function.

## Review of MOU

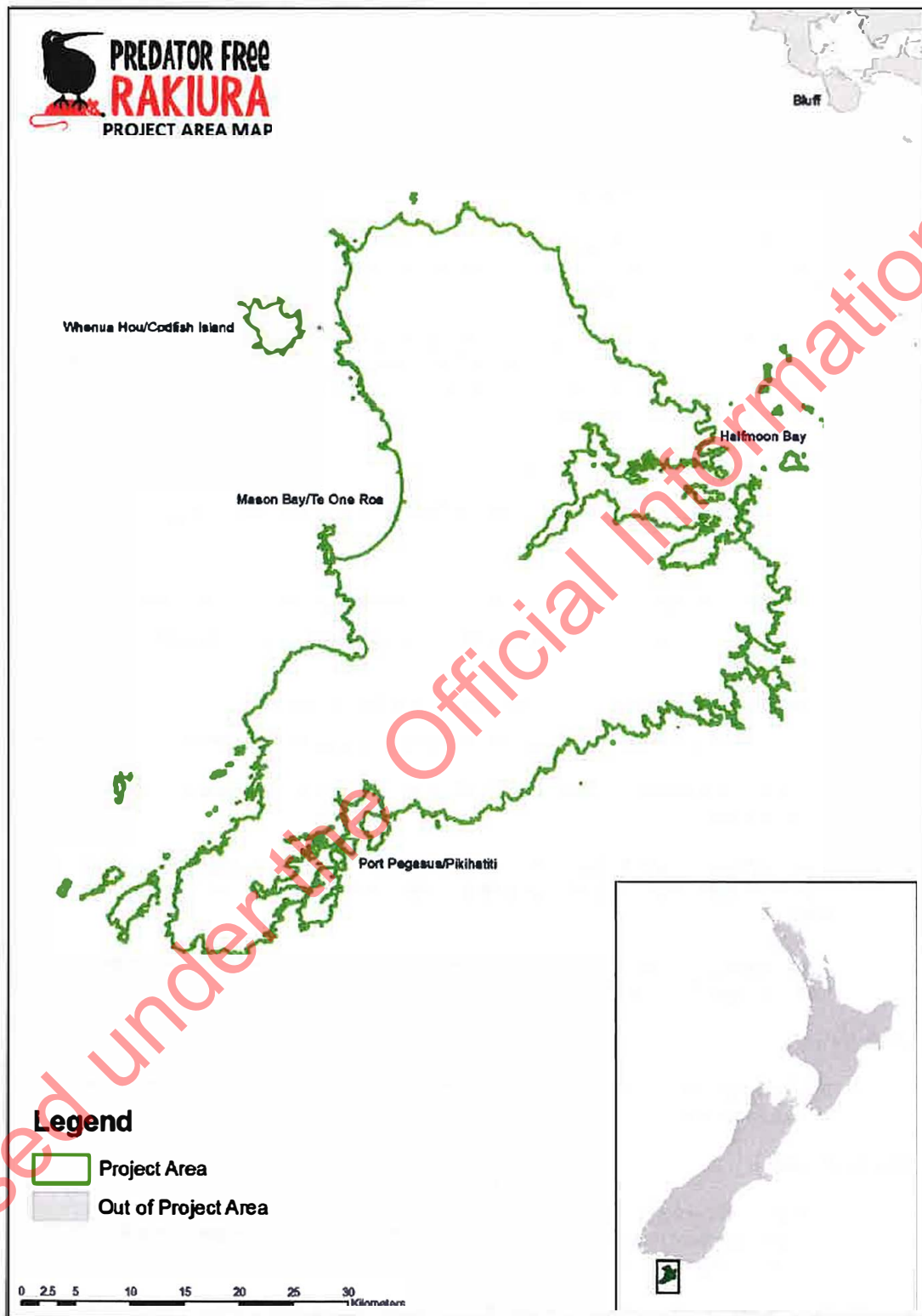
18. The Parties shall review the Operative Parts in Schedule One of this MOU three years from the date that it is first signed.

## Term of MOU

19. This MOU continues until such point as it is no longer required, by written agreement between the Parties.



## Appendix I: Map of Project Area



## **Appendix 2: Terms of Reference**

### **Role of Parties of the Leadership Group**

1. The Leadership Group Parties will work collaboratively towards a predator free Rakiura that allows ecosystems and community to thrive and benefit from each other.
2. The Parties shall bring their strengths to the Leadership Group to help achieve the agreed Vision and identified Purpose.
3. The representative of each Party on the Leadership Group will report back to the organisation that he/she represents with recommendations from the Leadership Group and actively seek that organisation's direction.
4. A Party's formal support of specific actions will be communicated back to the Leadership Group by the Party's representative. A Party may choose to support specific actions in various ways, e.g. by allocating funding and/or including action items within planning documents and work programmes.

### **Role of the Chair of the Leadership Group**

5. One member should be of appointed as Chair of the Leadership Group.
6. The Chair will:
  - prepare the agenda for Leadership Group meetings with input from the Parties;
  - facilitate the meetings and assist the Leadership Group to reach consensus on issues and options;
  - act as the spokesperson for the Leadership Group; and
  - as necessary, support or present Leadership Group recommendations to the signatories.
7. The term for appointment as Chair shall be for a period of one year with an option for reconfirmation.
8. One member should be appointed as Vice Chair of the Leadership Group to provide support and coverage if the Chair is unavailable. This will be appointed and reviewed on an annual basis.
9. Real Journeys will provide the Chair role for the Leadership Group, if required, for three years from the date that the MOU is first signed.

### **Withdrawal**

10. If a Party wishes to withdraw from the Leadership Group and MOU, it may do so by giving six weeks written notice to the other Parties.

### **Communication**

11. Subject to reasonable notice, the Parties agree and will commit to meet four times per year to discuss issues of interest that work towards the vision of this Project, including business and work planning, new research and knowledge.
12. If matters arise that may be of interest to any Party, a contact person designated by each Party is to be informed. That person should develop an effective working relationship with the other Party.



13. If the designated contact person changes in any organisation, there should be a handover process so that the new person can quickly settle into the role.
14. In the interests of clear communication, any public statements that could be construed as being for or on behalf of the Leadership Group, must be made only after agreement with the other Parties. The Parties will agree to a communications protocol.

#### **Confidentiality and Intellectual Property**

15. All intellectual property brought to the relationship by each Party remains vested in that Party.
16. Any intellectual property created during the course of the relationship will be dealt with in separate commercial agreements, however the Parties agree in principle that it will be used for the benefit of Rakiura.
17. Confidential information includes intellectual property and proprietary science, technical and business information disclosed during the relationship.
18. Confidential information belonging to each Party will not be disclosed outside the Parties without agreement.
19. No Party shall disclose directly or indirectly the confidential information received from other Parties to any third party without written consent unless it meets the criteria under the Official Information Act 1982, Local Government Official Information and Meetings Act 1987 or other statutory or Cabinet requirement.

#### **Dispute Resolution**

20. Any dispute concerning the subject matter of this document will be settled by full and frank discussion and negotiation between the Parties. Should the dispute not be resolved satisfactorily by these means, the Parties agree to mediate any dispute in terms of the Resolution Institute Standard Mediation Agreement.

#### **Quorum for meetings**

21. While the Leadership Group does not have a decision-making mandate, there shall be no less than two-thirds of the members of the Leadership Group present for meetings to be held.

#### **Reporting**

22. Notes of Leadership Group meetings will be taken by a member of the Leadership Group or a support person (to be selected by Leadership Group consensus) and circulated before the next meeting of the Leadership Group. Southland District Council will undertake the notes of the Leadership Group meetings and circulate these before the next meeting for three years from the date that the MOU is first signed.

23. Each Party will be responsible for reporting back to the organisation that he/she represents.

#### **Frequency of meeting**

24. The Parties shall meet as a Leadership Group four times per year, with additional meetings or workshops, if required. Meetings may be attended in person, through video conferencing or through audio conferencing.

#### **Servicing of meetings**

25. Southland District Council offers to provide documentation and logistical support for the Leadership Group meetings and provide staff support for three years from the date that the MOU is first signed.

26. The Department of Conservation offers to provide a meeting attendance allowance for members of the Leadership Group to attend the scheduled PFR LG meetings.

**Review**

27. The Parties will review these terms of reference three years from the date that it is first signed.

Released under the Official Information Act

**Appendix III: Contact information for the Parties to this MOU and members of the Predator Free Rakiura Leadership Group**

Party to MOU	Role	Name	Contact Details
<b>Papatipu Rūnanga o Ngāi Tahu</b>	Representative	9(2)(g)(ii), s.9(2)(a)	
<b>Rakiura Maori Lands Trust</b>	Representative		
<b>Rakiura Tītī Islands Administering Body</b>	Chairperson		
<b>Rakiura Tītī Committee</b>	Chairperson		
<b>Department of Conservation</b>	Representative		
<b>Southland District Council</b>	Representative		
<b>Southland Regional Council</b>	Representative		
<b>Real Journeys</b>	Representative of business interests		
<b>New Zealand Deerstalkers Association</b>	Representative of hunting interests		
	Representative of Aquaculture		

	and Fishing interests	9(2)(g)(ii), s.9(2)(a)
	Representative of Stewart Island Community	
	Representative of Stewart Island Community	
	Project Manager for Predator Free Rakiura	

ENDS

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