Memorandum of Understanding (MoU)

between

the New Zealand Transport Agency,

and

Department of Conservation

In respect of the working relationship between the Department of Conservation and the New Zealand Transport Agency
1.0 **Parties**

1.1 **Department of Conservation** a government department established under the Conservation Act 1987 and performing a range of roles and functions described in the Conservation Act, National Parks Act, Reserves Act, Resource Management Act and others (DOC).

1.2 **New Zealand Transport Agency** a Crown entity, established on 1 August 2008 by Section 93 of the Land Transport Management Act 2003 (the Transport Agency).

2.0 **Background**

2.1 In 2002, the New Zealand Conservation Authority (NZCA) approached Transit (now the Transport Agency) and advised that the General Policy for National Parks was being revised.

2.2 Following on from that initial contact the potential benefits DOC and the Transport Agency could realise through a closer working relationship were recognised by both parties.

2.3 The parties formalised these discussions and their working relationship through a Memorandum of Understanding which was signed by both parties in 2005.

2.4 In 2008 Transit was replaced by the New Zealand Transport Agency which has a broader role therefore the parties agreed to review and update the MoU.

2.5 This Memorandum of Understanding (MoU) replaces and expands on the earlier MoU signed in 2005.

3.0 **Intent**

3.1 The intent of this MoU is:

- To facilitate, support and formalise the development of a working relationship between DOC and the Transport Agency at a national, regional and local level.

- To ensure that the roles and responsibilities of the respective parties are well understood so that policies, programmes and agreements can be better aligned for the benefit of both parties.

- To further develop the working relationship between the two parties on matters relating to strategic, development and operational matters.
• To specify the time, place and frequency of meetings to develop and enhance the relationship.

• To state the protocols for collaborative actions, including monitoring the health of the relationship.

• To facilitate the development of “special agreements” between the two parties.

• To provide a mechanism to foster, promulgate and document ‘best practice’ and information generally.

3.2 This MoU is not intended to be, and is not, legally binding on the parties. It is also subject to each party’s statutory obligations set out in Section 6.

4.0 Scope

This MoU covers:

4.1 Issues and opportunities common to the management of public conservation lands and the Transport Agency’s functions.

4.2 Processes for managing mutual resource management issues.

4.3 Setting up and sustaining national, regional and local relationships.

4.4 Any other issue that will advance the interests of both parties and those they represent.

5.0 Goals

To ensure continued coordination and cooperation, both parties agree to:

5.1 Maximise opportunities where the Transport Agency’s functions can support the objectives of public conservation land/natural resource management.

5.2 Minimise conflicts between the state highway network including any ancillary uses of the network and the protection of the conservation values of adjoining areas.

5.3 Minimise any adverse effects of the management of public conservation land on the operation of the state highway network and land transport system.

5.4 Ensure safe and efficient access from state highways to adjoining public conservation land, where relevant.

5.5 Plan, invest and facilitate road design and management that reduces adverse effects on sensitive natural resources and conservation values.
6.0 Statutory Obligations

The Transport Agency and DOC acknowledge that they each have objectives and statutory responsibilities, powers and duties. While the parties have committed to work together constructively in relation to the matters addressed by this MoU, it is recognised and agreed that this is subject to each party’s objectives, statutory responsibilities, powers and duties.

6.1 The Transport Agency

6.1.1 The Transport Agency’s statutory objective is:

To undertake its functions in a way that contributes to an effective, efficient, and safe land transport system in the public interest (section 94 Land Transport Management Act 2003).

6.1.2 The Transport Agency’s purpose is:

Creating transport solutions for a thriving New Zealand.

6.1.3 One of the operating principles for the Transport Agency is:

To exhibit a sense of social and environmental responsibility (section 96 (1)(a) Land Transport Management Act 2003).

6.1.4 The Transport Agency’s social and environmental responsibility policy is:

We promote an accessible and safe transport system that contributes positively to New Zealand’s economic, social and environmental welfare, and we are committed to acting in an environmentally and socially responsible manner.

We are committed to: protecting and enhancing the natural, cultural and built environment, enhancing the quality of life for New Zealanders by improving community liveability including land transport safety, taking appropriate account of the principles of the Treaty of Waitangi, providing meaningful and transparent engagement with stakeholders, customers and the general public and providing customer focused services that are fair, trusted and efficient.}

Note this is an abridged version of the Policy. For the full version please refer to http://www.nzta.govt.nz/resources/environmental-and-social-responsibility-manual/docs/environmental-and-social-responsibility-policy.pdf
6.2 The Department of Conservation

6.2.1 DOC’s purpose is:

Conservation leadership for a prosperous New Zealand.

6.2.2 DOC’s statutory functions are to:

a) Manage land, fresh and coastal waters, and historic sites that have been protected for conservation purposes.

b) Encourage recreation on these public conservation lands and waters by providing a range of visitor facilities and access to historic sites.

c) Authorise tourism operators and other third party activities on public conservation lands and waters.

d) Protect marine mammals, preserve native freshwater fisheries, and protect recreational freshwater fisheries and freshwater fish habitats.

e) Advocate generally for the conservation of natural and historic resources, providing conservation information, and supporting international agreements designed to improve environmental management in New Zealand and internationally.

f) Support the Minister of Conservation in exercising his responsibilities under the Resource Management Act 1991 for the coastal and marine environment.

The Department also contributes to the conservation and sustainable management of natural and historic heritage in areas for which it isn’t directly responsible. It does this through its roles in other statutes including the Resource Management Act 1991, the Fisheries Act 1983 and 1996, the Biosecurity Act 1993, the Forest and Rural Fires Act 1977 and the Crown Pastoral Land Act 1998.

6.2.3 DOC’s Outcome Statement

New Zealanders gain environmental, social and economic benefits from healthy functioning ecosystems, from recreation opportunities, and from living our history.
7 **Agreement**

The parties agree to:

- Identify the key staff who will be empowered to make this MoU work including the members of the MoU Relationship Team (see section 14).

- The MoU Relationship Team meeting on a three monthly basis to ensure both parties are informed of issues, relevant information is shared and to discuss any opportunities for achieving the goals of this MoU.

- The MoU Relationship Team minuting issues that the parties have agreed to co-operate on.

- Consider, investigate and resolve issues as they arise in a manner that maintains the integrity, professionalism and statutory accountabilities of each party.

- Share expertise and bring in other stakeholders where this can help achieve joint outcomes.

- Advise each other, in a timely manner, of issues that may affect the activities of the other party.

- Act in good faith in meeting their responsibilities under this agreement and resolving any differences.

- Monitor the effectiveness of the relationship.

- Celebrate successes.
8 Special Agreements

It is agreed that the parties will:

8.1 Review, where required, the existing “Guidelines for State Highways within or adjacent to National Parks, Reserves and Conservation Areas” and update them, where required, to ensure that they remain relevant and reflect the current issues of concern.

8.2 Develop and implement a strategy to continue to improve relationships between DOC and the Transport Agency at the regional and local levels (including management and operational personnel).

8.3 Develop any other special agreements as required to manage specific issues and list them in Annexure 1.

9 Publicity and Communication

9.1 The parties acknowledge the importance of keeping each other informed and in particular, the importance of informing each other and taking into account any feedback received from the other party, before making any statements to the public or the media that may affect the other party.

9.2 Information provided by either of the parties under this MoU may need to remain confidential. Where information is identified as confidential it will not be disclosed to a third party without first obtaining the consent of the party who provided the information, unless the information is required to be disclosed under the Official Information Act 1981.

10 Term

10.1 This MoU commences on the date on which it is executed by both parties and continues until the parties agree that this MoU is at an end.

10.2 The parties will review the terms of this MoU at least every five years.
11 **Amendment**

11.1 Either party may, at any time, request that this MoU be amended. Any agreed amendments must be in writing and attached to this MoU or in a replacement MoU.

12 **Costs**

12.1 Unless otherwise agreed, each party will be responsible for its own costs associated with this MoU.

13 **Limitations**

13.1 The parties recognise that legislation, statutory policies, procedures and other constraints may constrain their capacity to enter into a joint contract and agree to explore other options if necessary so as to give effect to their objectives.

14 **Implementation**

14.1 An MoU Relationship Team shall be appointed consisting of no less than two senior staff from each of the two organisations, having the appropriate delegated authority to make decisions and, implement this MOU.

14.2 The MoU Relationship Team may prepare protocols from time to time to help guide the relationship. Once developed the agreed protocols will be appended to this MoU and form part of it.

15 **Resolution of Disputes**

Where a dispute arises between the parties that is not able to be resolved at an operational level and no specific dispute resolution process for a dispute of that nature has been agreed in this or any other agreement between the parties, then:

15.1 The dispute should be elevated to the MoU Relationship Team.

15.2 If the MoU Relationship Team is unable to resolve the dispute within a reasonable period as agreed by the parties, then the dispute will be elevated to respective Senior Managers.
16 Delegations

Any decisions that are required to be made as a result of the implementation of this MoU will be made in accordance with existing delegations within each organisation.

17 Signing

Signed for the Transport Agency by:  
Geoff Dangerfield  
Chief Executive  
New Zealand Transport Agency

Signed for Department of Conservation by:  
Lou Sanston,  
Chief Executive and Director-General of Conservation  
Department of Conservation

Date: 12/2/14  
in the presence of:  
Name: Bernice McLaughlin  
Occupation: Executive Assistant  
Address: 50 Victoria Street, Wellington

Date: 27/2/2014  
in the presence of:  
Name: [Signature]  
Occupation: Public Servant  
Address: 18-32 Manners Street, Wellington
18 Changes

The following register shall record all changes made to the MOU:

<table>
<thead>
<tr>
<th>Reference</th>
<th>Description of Change</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Annexure 1: Special Agreement(s)

The following register shall record all Special Agreement(s) entered into by the parties:

<table>
<thead>
<tr>
<th>Reference</th>
<th>Description of Special Agreement</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>