



MEMORANDUM OF UNDERSTANDING  
THE SPINE OF THE LIZARD PROJECT ("PROJECT")

THIS MEMORANDUM OF UNDERSTANDING IS MADE THIS 24<sup>th</sup> DAY OF June 2013

**PARTIES:**

1. **DIRECTOR-GENERAL OF CONSERVATION** ("the Director-General")
2. **ROD DONALD BANKS PENINSULA TRUST (RDBPT)**

**BACKGROUND**

- A. The Department of Conservation *Te Papa Atawhai* ("DOC") is the central government organisation charged with conserving the natural and historic heritage of New Zealand on behalf of and for the benefit of present and future New Zealanders.
- B. DOC's Statement of Intent 2012-2017 states:  
*Conservation is not done by DOC alone. Developing collaborative partnerships with iwi, business, local authorities and communities is essential if we are to halt the loss of biodiversity, and support prosperity through industries such as tourism and agriculture, which rely on natural resources and ecosystem services such as water quality, pollination, climate regulation and nutrient cycles.*
- C. DOC has developed a 'Conservation with Communities Strategy' to work towards its goal of working with recreation, outdoor and conservation organisations and businesses.
- D. DOC values relationships with other Parties with a strong interest in conservation and from time to time its Director-General enters into relationship arrangements with them.
- E. DOC also administers some Scenic Reserves on Banks Peninsula and assists the Christchurch City Council (CCC) with the management of some "walkways" on the Peninsula.
- F. The Parties wish to record their relationship arrangements in relation to the Project in this document and its Schedule(s).

**OPERATIVE PARTS**

1. The Parties agree that the arrangements set out in Schedule 1 of this document are the basis on which they wish to base their relationship.

SIGNED on behalf of the Director-General of Conservation by Bryan Jensen, Mahaanui Area Manager] acting under delegated authority:

*B. Jensen*

A copy of the instrument of delegation may be inspected at the Director-General's office.

SIGNED on behalf of the Rod Donald Banks Peninsula Trust by

*Shirley H. 810* Trustee

*Clayton Moore* Trustee

*Handwritten initials and signature*



## Schedule 1

### Background

1. The RDBPT is a charitable organisation founded for the benefit of the present and future inhabitants of Banks Peninsula and its visitors. Its Trust Deed gives the Trust a wide mandate to promote sustainable management and conservation, recreation and other projects and education. It is a CCC controlled organisation.
2. The RDBPT aims to provide greater access in the form of walking and cycling to enable people to experience Banks Peninsula. The Trust aims to work in partnership with landowners, local communities, runanga, and government organisations to achieve this vision.
3. The Parties recognise they have a shared interest in developing recreational walking and cycling on Banks Peninsula and they propose to work together on the to improve the recreational use of include a main spine route running along the central ridge of Banks Peninsula from Gebbies Pass to Hilltop and several feeder tracks that link to it. This recreational resource is intended to benefit a wide range of users, including young people, and to provide an opportunity for experiential and interpretative education.
4. The Department administers Public Conservation Land (PCL) in accordance with the relevant legislation and statutory planning documents and its involvement in the proposed Project is subject to those provisions and to funding constraints.
5. The existing network is predominantly located on unformed legal roads and across Scenic Reserves managed by DOC (PCL), where there is public right of access, but there are some link sections across private land where public access is currently based on the goodwill of the owner.
6. Most of the tracks in this network which are outside PCL are currently managed by DOC on behalf of the Christchurch City Council, with one section managed by Christchurch City Council.
7. Appendix A includes the objectives of the Spine of the Lizard Project and a map showing the approximate location of these existing tracks.

### Nature of relationship

8. The Parties wish to conduct their relationship ("the relationship") in carrying out the Project on the basis of good faith and respect for each other's views.
9. Either party may refer to the relationship in their dealing with others as 'working with the other'.

### Term

10. The term of the relationship until the end of 2017, unless either Party wishes to withdraw before then. It may do so by giving 4 weeks written notice to the other Party.

### Communication

11. The Parties agree to each appoint a contact person to progress the Project and any other areas (including DOC's business and work planning and new research and knowledge) according to a mutually agreed schedule. Meetings between the Parties may also be by telephone conference or in a series of e-mail messages.
12. If matters arise that may be of interest to either Party, the 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 contact person changes in either organisation, there should be a handover process so that the new person can quickly settle into the role and the other Party should be informed immediately.

14. In the interests of clear communication, any public statements in relation to the Project must be made only after agreement with the other Party.

#### **Management agreements or other contractual arrangements**

15. The Parties intend to enter into a management agreement or other contractual arrangement that will define the details of the Spine of the Lizard project. Each party intends to make an equal financial contribution of \$25,000 toward the initial concept and planning stages of the project.

#### **Health and Safety**

16. All agreements entered into under clause 15 will include health and safety provisions.

17. Should any conservation work be carried out on PCL on an ad hoc basis, or the work is not the subject of a specific agreement as anticipated in clause 15 RDBPT agrees to prepare a safety plan for its members or contractors and to comply with DOC's health and safety requirements and any specific procedures relating to the work being done.

#### **Intellectual Property and Data Sharing**

18. All intellectual property brought to the relationship by each Party will remain vested in that Party.

19. If a project is undertaken, ownership and management of any intellectual property developed in relation to it will be dealt with in the management agreement or other contractual arrangement relating to the project.

20. Should either Party contribute resources that are not related to a specific project the other must acknowledge their ownership and their contribution.

21. Use of logos or other corporate identification must be agreed by each Party on a case by case basis.

22. Standards for data management and protocols for data sharing will also be dealt with in the management agreement or other contractual arrangement relating to the project.

#### **Confidentiality**

23. Confidential information means proprietary scientific, technical and business information disclosed in the course of the relationship.

24. Neither of the Parties shall disclose directly or indirectly the confidential information received from the other Party to any third party without written consent, unless required by the processes under the Official Information Act 1982 in which case DOC will inform the other party prior to disclosure.

#### **Dispute Resolution**

25. 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 that they will engage in mediation conducted in accordance with the terms of the LEADR New Zealand Inc Standard Mediation Agreement.

*Handwritten signatures and initials:*  
A circular stamp containing the text "RDBPT" and "Spine of the Lizard".  
Handwritten initials "Sns" and "RB".

## Appendix A Objectives – Spine of the Lizard Project

1. The primary objective of the Spine of the Lizard project is to develop the existing track network shown in Appendix A into a cohesive and well used recreational and educational resource easily accessible from Christchurch - New Zealand's second largest urban centre.
2. The project aims to provide a graduated set of introductory opportunities for people to explore the outdoor environment.
3. The route will cater for walkers, trampers and mountain bikers and include options for day trips, a single overnight stay and a two night option.
4. The project will develop appropriate shelter, facilities, signage and way marking to cope with increased usage and introductory users.
5. Interpretation will be provided along the route to enable users to gain a better understanding of how to behave with respect and keep safe in the rural environment and the biodiversity, history, culture and farming practices of Banks Peninsula.
6. The Parties recognise that most of the route is across working pastoral farm land and signal their intention to work closely and in partnership with landowners to minimise impact on farming activities and to secure public access.
7. The Parties signal their intention to work closely with Christchurch City Council and Banks Peninsula runanga from the outset and local businesses, communities and other agencies as the project progresses.



## Appendix B Existing route map

**Figure 1** Approximate location of existing recreational routes to be included in the project.

