

MEMORANDUM OF UNDERSTANDING

between Waka Kotahi NZ Transport Agency
and the Department of Conservation Te Papa Atawhai
in respect of the working relationship between the
Department of Conservation and Waka Kotahi





Department of
Conservation
Te Papa Atawhai



**Waka Kotahi NZ Transport Agency and
Department of Conservation Te Papa Atawhai**

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CONTENTS

2	1. Parties
2	2. Background
2	3. Intent
2	4. Scope
2	5. Principles of engagement
3	6. Future agreements
3	7. Publicity and communication
3	8. Term
3	9. Amendment
3	10. Costs
3	11. Limitations
3	12. Implementation
4	13. Resolution of disputes
4	14. Delegations
4	15. Signing
5	Appendix 1: Statutory obligations
6	Appendix 2: Representatives of Waka Kotahi and DOC

1. PARTIES

- 1.1 The Department of Conservation Te Papa Atawhai (DOC), a government department established under the Conservation Act 1987, performs a range of roles and functions described in the Conservation Act, National Parks Act, Reserves Act, Resource Management Act, Wildlife Act and others.
- 1.2 Waka Kotahi NZ Transport Agency (Waka Kotahi), a Crown entity, established on 1 August 2008 by Section 93 of the Land Transport Management Act 2003, performs a range of roles and functions described in the Land Transport Management Act, Land Transport Act, Government Rounding Powers Act, Resource Management Act and others.
- 1.3 The statutory obligations, purpose and functions of the parties are set out in Appendix 1.

2. BACKGROUND

- 2.1 In 2002, the New Zealand Conservation Authority (the national statutory body that provides advice to DOC and the Minister of Conservation) approached Transit NZ (now Waka Kotahi) 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 Transit 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 (MoU) which was signed by both parties in 2005 (2005 MoU).
- 2.4 In 2008, Transit was replaced by Waka Kotahi which has a broader role and the parties agreed to review and update the MoU.
- 2.5 An updated MoU was signed in February 2014 to replace and expand on the earlier MoU signed in 2005 (MoU 2014).
- 2.6 This MoU replaces the version signed in February 2014, which required a five-yearly review, and looks to provide a framework for the parties to build on the relationship and collaboration now and into the future (MoU 2020).

3. INTENT

- 3.1 The intent of this MoU is to provide a framework under which the parties can work together sustainably at a national, regional and local level, and at both a strategic and operational level. The MoU will benefit each party's role in environmental conservation outcomes, connection to New Zealand's natural, cultural and historic heritage, and a safe, accessible and efficient transport system that is in the public interest for New Zealand.

- 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.

4. SCOPE

- 4.1 This MoU covers:
 - 4.1.1 Issues and opportunities where both parties have a collective interest, including:
 - management of highway corridors, including vegetation and stormwater management
 - plant and animal pest management
 - tourism and destination management
 - cultural, social, economic and environmental effects of transport construction projects and maintenance
 - safety of people using and working on our sites
 - Treaty of Waitangi relationships and obligations
 - working with other stakeholders
 - planning and investing in one integrated transport network
 - responding to climate change
 - regional growth
 - responsible spending of public money, and
 - research, innovation and trials.
 - 4.1.2 Ensuring that the roles and responsibilities of the respective parties are well understood by staff, contractors and consultants so that policies, programmes and agreements can be better aligned for the benefit of New Zealand.
 - 4.1.3 How the parties engage through statutory processes including under the Resource Management Act 1991, Government Rounding Powers Act 1989, Wildlife Act 1953 and Conservation Act 1987.
 - 4.1.4 Any other issue or opportunity of interest to the parties.

5. PRINCIPLES OF ENGAGEMENT

- 5.1 The principles of engagement that underpin the expected behaviours and processes between the parties are described below. Both parties agree that:
 - 5.1.1 we will achieve early and meaningful engagement by having a strong understanding of each other's respective interests
 - 5.1.2 we will seek to identify and resolve issues early and secure better outcomes by developing and enhancing a more collaborative relationship and a shared focus on problem solving

- 5.1.3 where we cannot resolve an issue by agreement we will agree what the unresolved issues are and work through any determination or resolution process in a non-adversarial and relationship-preserving way
- 5.1.4 we will consistently behave with honesty, integrity and courtesy to create an environment of openness, trust and respect for each other's statutory functions and priorities by communicating timeframes early, committing resources to ensure agreed timeframes are met and jointly celebrating success for projects that achieved good outcomes for both parties and New Zealand
- 5.1.5 we will communicate openly with direction and focus so that we avoid surprises and get to the heart of issues
- 5.1.6 we will consider, investigate, report and resolve issues as they arise in a manner that reflects integrity and professionalism and recognising the mandate and statutory accountabilities of each party and monitor the health of the relationship
- 5.1.7 we will identify the key staff who will be empowered to make this MoU work and ensure the right people are in the room for all discussions. This is detailed further in paragraph 12.

6. FUTURE AGREEMENTS

- 6.1 It is agreed that the parties will:
 - 6.1.2 develop and implement a programme of work focussing on improving the relationship at a local, regional and central level and other areas of interest as identified by the relationship team or as directed by the relationship leads
 - 6.1.3 facilitate the development of agreements between the parties as required to manage specific issues.

7. PUBLICITY AND COMMUNICATION

- 7.1 The parties will adopt a 'no surprises' approach to publicity and communications that may be of interest to and/or impact on the other party.
- 7.2 The parties acknowledge the importance of keeping each other informed and in particular, the importance of, whenever reasonably possible, informing each other and taking into account any feedback received from the other party, before making any statements to ministers, the public or the media that may affect the other party. Where not possible to engage prior to making statements, the other party shall be informed as soon as practicable.
- 7.3 The parties acknowledge that they may at times be in receipt of information from or relating to each other that

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 or the Privacy Act 1993. In the event such information must be disclosed, the other party shall be informed as soon as practicable.

- 7.4 The parties will identify opportunities to collaborate where appropriate, to foster, promulgate and document 'best practice' and information generally. For example, developing, publishing, promoting and presenting best practice guidelines, case studies, workshops and conferences.

8. TERM

- 8.1 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.
- 8.2 The parties will review the terms of this MoU at least every five years.

9. AMENDMENT

- 9.1 Either party may, at any time, request that this MoU be amended. Any agreed amendments must be in writing.

10. COSTS

- 10.1 Unless otherwise agreed, each party will be responsible for its own costs associated with executing and implementing this MoU.

11. LIMITATIONS

- 11.1 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.

12. IMPLEMENTATION

- 12.1 Relationship leads (refer Appendix 2) will meet regularly (six-monthly) to discuss the relationship.
- 12.2 An MoU Relationship Team will be appointed consisting of no less than two senior staff from each of the two organisations, having appropriate delegated authority to make decisions relevant to the implementation of this MoU.
- 12.3 The MoU Relationship Team will meet at least three-monthly to discuss matters pertaining to and arising from this MoU, including the health of the relationship

between the parties. The MoU relationship team will be responsible for being key conduits within their respective organisations.

- 12.4 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.

13. RESOLUTION OF DISPUTES

- 13.1 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, the following steps should be taken:

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

13.1.3 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.

13.1.4 If the parties' senior managers are unable to resolve the dispute, the parties may consider referring the dispute to an independent mediator to resolve.


- 13.2 This clause does not apply where the parties are engaged in statutory processes which provide processes to resolve disputes.

14. DELEGATIONS

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

15. SIGNING

Signed for Waka Kotahi NZ Transport Agency by:



Nicole Rosie

Chief Executive

Waka Kotahi NZ Transport Agency

in the presence of:

Name: *Rodyn Fisher*
Occupation: *Public Servant*
Address: *50 Victoria Street*
Wellington
Date: *7 July 2020*

Signed for Department of Conservation Te Papa Atawhai by:



Lou Sanson

Director-General of Conservation

Department of Conservation Te Papa Atawhai

in the presence of:

Name: *SANDRA GRIFFITHS*
Occupation: *E.A.*
Address: *41-DOC Hq*
Date: *09-07-20*

APPENDIX 1: STATUTORY OBLIGATIONS

Waka Kotahi 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.

Waka Kotahi NZ Transport Agency

The objective of Waka Kotahi, pursuant to the Land Transport Management Act 2003 is:

To undertake its functions in a way that contributes to an effective, efficient, and safe land transport system in the public interest.

The functions of Waka Kotahi are set out in the LTMA and include:

- contributing to an effective, efficient, and safe land transport system in the public interest
- managing funding of the land transport system
- managing the state highway network, including planning, funding, design, supervision, construction and maintenance and operations
- assisting, advising and co-operating with approved organisations
- providing access to and regulation for land transport.

The LTMA sets out operating principles for Waka Kotahi in meeting its objective and undertaking its functions, including that it must:

- exhibit a sense of social and environmental responsibility
- use its revenue in a manner that seeks value for money
- ensure that its revenue and expenditure are accounted for in a transparent manner.

The Department of Conservation Te Papa Atawhai

DOC's purpose is:

Conservation leadership for a prosperous New Zealand.

DOCs functions are set out in the Conservation Act 1987 and include:

- managing land, fresh and coastal waters, and historic sites that have been protected for conservation purposes
- encouraging recreation on these public conservation lands and waters by providing a range of visitor facilities and access to historic sites where not inconsistent with conservation
- authorising tourism operators and other third-party activities on public conservation lands and waters where not inconsistent with conservation
- protecting marine mammals, preserve native freshwater fisheries, and protect recreational freshwater fisheries and freshwater fish habitats
- advocating generally for the conservation of natural and historic resources, providing conservation information, and supporting international agreements to improve conservation in New Zealand and internationally
- supporting the Minister of Conservation in exercising the Minister's responsibilities under the Resource Management Act 1991 for the coastal and marine environment.

DOC also contributes to the conservation and sustainable management of natural and historic resources in other areas, including under 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.

DOC's vision:

New Zealand is the greatest living space on earth.

Kāore he wāhi i tua atu i a Aotearoa, hei wahi noho i te ao.

DOC's purpose:

To work with others to increase the value of conservation for New Zealanders.

Kia piki te oranga o te ao tūroa, i roto i te ngātahitanga, ki Aotearoa.

APPENDIX 2: REPRESENTATIVES OF WAKA KOTAHI AND DOC

Each party has a relationship lead whose responsibility is to meet biannually to discuss the overall relationship between the two parties at a strategic level. The representatives are to be at the executive level and at the time of signing are:

Waka Kotahi

Brett Gliddon
General Manager
Transport Services

Department of Conservation

Michael Slater
Deputy Director-General
Operations

MoU Relationship Team

The Relationship Team is responsible for updating, implementing and maintaining the MoU. Members of the Relationship Team will meet at least three-monthly to discuss the MoU, issues raising and develop a five-year work programme. The representatives of the relationship team are those in the roles listed below. The current holders of those positions are listed as at the date the MoU was signed.

Waka Kotahi

Sarah Cronwright - Practice Manager Technical Services (Waka Kotahi Sponsor)
Jenni Fitzgerald - Manager Consents and Approvals
Jon Kingsbury - Lead Advisor System Design

Department of Conservation

Amy Robinson - RMA Manager
Aideen Larkin - Strategic Projects Manager
Dave Jane - Business Manager, Heritage and Visitors Unit



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