

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING IS MADE THIS 15<sup>th</sup> APRIL 2015**

**PARTIES:**

1. **DIRECTOR-GENERAL OF CONSERVATION** ("the Director-General")
2. **NEW ZEALAND FUR COUNCIL**

**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 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.
- D. The Parties wish to record their relationship arrangements 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 by the Director-General of Conservation by  
**Lou Sanson:**



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

SIGNED on behalf of the New Zealand Fur Council by  
Neil Mackie  
Chairman



### Schedule 1

1. Possums are recognised as a pest in New Zealand and the impact on native forests is well understood. The impact takes many forms from canopy die-back of rata, totara, titoki, kowhai, and kohekohe, to competing with native birds and other fauna for habitat and food.
2. The Department of Conservation supports the recovery of possum fur on Public Conservation Land, through providing access to land and encouraging trappers to use its hut and track network
3. Both the Department of Conservation and the New Zealand Fur Council recognise that fur and skin recovery is one of many solutions for the control of possums for natural heritage protection.
4. There is no single solution to controlling possums on Public Conservation Land which means the Department of Conservation is looking to work with all interested parties.
5. The New Zealand Fur Council seeks to achieve:
  - Where possible and feasible enhanced conservation outcomes through the commercial harvesting of possums e.g. trapping boundaries to slow immigration by possums into high ecological sites.
  - An acknowledgement that commercial possum fur harvesting can be a realistic component of future possum management on Public Conservation Land
  - A greater quantity of possum fur and skins in order to further develop already proven market opportunities.
  - A more reliable, regular and consistently priced supply of possum fur and skins that bypass the current supply chain.
  - NZ Fur Council industry wide support of a *Code of Practice* to validate and lift environmental, animal welfare, and products standards, and the Department of Conservation to support and endorse such an initiative.
  - A co-environmental branding and shared environmental story framework between parties.
  - This supports the goal to lift the possum harvest nationally to 600,000 possums over the next five years.

## Nature of relationship

6. The purpose of the Memorandum of Understanding to establish a long term relationship which allows specific objectives to be met, namely:-
  - NZFC estimates that up to two million extra possums and their fur could be marketed to growing markets. It is envisaged that a gradual increase in possum fur harvesting could be achieved through an industry wide *Code of Practice*, DOC/NZ Fur Council shared stories, information, environmental branding, and a lift in the quantity of possum/wool products released to market.
  - The NZ Fur Council to develop an industry wide *Code of Practice* to validate and lift environmental, animal welfare, and quality of product standards.
  - To work collaboratively to develop and implement a shared environmental brand and story between the parties, and to promote this nationally and internationally.
  - The department to support and promote an industry wide NZ Fur Council *Code of Practice* once achieved.
  - The department to pursue national consistency in the issuing and the term of trapping and cyanide permits on Public Conservation Land.
  - The department to provide better pre-planning opportunities through the New Zealand Fur Council to possum harvesters by making available more detailed mapping information proposed DOC possums control operations, and any annual reports regarding the management of possums on public Conservation Land.
7. Any joint project must meet the principle of increasing conservation outcomes and/or increase brand recognition for both parties. The parties agree to enter into a management agreement or other contractual arrangement for the term of that project.
8. The Parties wish to conduct their relationship 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 is for five years with a review no less than 3 years before any agreement lapses unless either Party wishes to withdraw before then. It may do so by giving four weeks written notice to the other Party.

## Communication

11. The Parties agree to meet in person at least three times a year to discuss issues of mutual interest, including new research and knowledge. This is apart from normal telephone calls and e-mail messages.
12. If matters arise that may be of interest to either Party, the intent is to contact the other party and inform them of these matters. The purpose of this is to build an effective working relationship between parties.

13. If the normal point of contact changes in either 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, each party must inform the other of any public statements, presentations, or media releases.

#### **Health and Safety**

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

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

16. All intellectual property brought to the relationship by each Party will remain vested in that Party.
17. 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.
18. Should either Party contribute resources that are not related to a specific project the other must acknowledge their ownership and their contribution.
19. Use of logos or other corporate identification must be agreed by each Party on a case by case basis.
20. 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**

21. Confidential information means proprietary scientific, technical and business information disclosed in the course of the relationship.
22. 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 any disclosure.