

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM is dated this 8 day of December 2010

**between:** THE NEW ZEALAND KING SALMON CO. LIMITED ("NZKS")

**and:** ROY GROSE, an officer designated by the Director General of the Department of Conservation ("DOC") for the purposes of the Conservation Act 1987

### 1. INTRODUCTION

This is a Memorandum of Understanding regarding support for DOC on environmental enhancement projects in the Marlborough Sounds, South Island, New Zealand. NZKS has marine farms in the Marlborough Sounds and a support base in Picton. It is a progressive and dynamic company committed to long term environmental sustainability. As part of this commitment, NZKS wishes to work with DOC on Marlborough Sounds environmental enhancement projects.

### 2. OBJECTIVES

The objective of this memorandum is to:

- (a) Establish an effective and efficient working relationship between NZKS (Sponsor) and DOC in relation to each of their interests in the Marlborough Sounds environmental enhancement projects.
- (b) Establish a level of funding and in-kind (sponsorship) that will contribute for the effective management of environmental enhancement projects in the Marlborough Sounds.
- (c) The projects requiring funding will be presented to NZKS by DOC for their consideration on a yearly basis as part of DOC's annual planning and work scheduling.
- (d) The annual contribution in full or part could be made to DOC or local environmental groups to enhance an approved project.

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### 3. CONSULTATION

Occasional meetings (Not less than annually) and communication will take place as required between representatives of both parties as follows:

#### **New Zealand King Salmon**

- Chief Executive
- Contracts/Operations Manager

#### **Department of Conservation**

- Roy Grose, Area Manager, Picton
- Robin Cox, Programme Manager, Picton

### 4. CRISIS MANAGEMENT

In case of an emergency or when information is required immediately, Roy Grose, DOC Area Manager, Sounds or Robin Cox, DOC Community Relations Programme Manager, will be the contact person. New Zealand King Salmon contact person will be Mark Gillard

### 5. HEALTH AND SAFETY

If any NZKS staff or volunteers engaged in any activities while working on any projects under DOC supervision will adhere to the DOC Sounds Area Safety Plan.

### 6. RESOURCING

NZKS will resource projects approved by both parties for a five year period commencing 1<sup>st</sup> January 2011. The amount payable will be \$10,000 + GST per annum payable on the 20<sup>th</sup> January each year. NZKS has no liability for any costs of the project that exceed \$10,000 cost per annum.

The precise terms of any particular project, sponsorship contribution and benefits to the relative parties will be negotiated on a case by case basis and will be recorded in writing when agreements are reached. Whilst it is intended that discrete projects with a presumption of exclusive sponsorship will be preferred, this may differ by mutual agreement of the parties. It is agreed that benefits to NZKS will be proportionate to their contribution.

Should NZKS be unable to provide the funds agreed to in the clause above, DOC reserves the right to apply for funds from other providers or meet the costs from

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Departmental budget, or to review the continuance of the project. Any benefits to NZKS related to that project ( e.g. publicity) would be reviewed.

#### **7. OWNERSHIP**

The ownership of any assets purchased in the establishment and ongoing management of these projects such as predator traps and signs will become the property of DOC.

#### **8. PUBLICITY**

It is mutually agreed that, as agreed on a case by case basis for each project, NZKS be acknowledged as the sponsor in written material produced on the projects, such as information pamphlets and within the local community, media releases and radio interviews.

All publicity or promotion relating to this project must be approved by Roy Grose, DOC Area Manager, Picton and NZKS Chief Executive Officer, before it is released as public information.

#### **9. REVIEW**

The terms of the Memorandum of Understanding may at any time be reviewed and amended by mutual agreement.

#### **10. TERMINATION**

This Memorandum of Understanding will cease on 1<sup>st</sup> January 2016 or before, by mutual agreement, or be renewed for a further period, with the express agreement of both parties.

**SIGNED FOR ON BEHALF OF:**

New Zealand King Salmon

S 9(2)(a)

Department of Conservation

S 9(2)(a)

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