

TARANAKI REGIONAL COUNCIL

MEMORANDUM OF UNDERSTANDINGS

BETWEEN TARANAKI REGIONAL COUNCIL of 47 Cloten Road, Stratford ("TRC")

AND TARANAKI BIODIVERSITY TRUST of 47 Cloten Road, Stratford ("TRUST")

RECITALS:

1. The TRC encourages and supports community driven biodiversity initiatives in the Taranaki region.
2. The TRC has resolved to provide donations to the TRUST for the purposes of the TRUST implementing its 2021-2023 Strategic Plan
3. The TRUST is to confirm that all required systems and processes are in place before payment is made including Health and Safety policies, payroll and appropriate insurances.
4. The parties have agreed to set out the terms and conditions of their understandings in this Memorandum.

AGREEMENTS:

Recitals Confirmed

5. The parties confirm Recitals 1 to 4 above.

Term

6. The understandings as described in this Memorandum will commence upon signing of this Memorandum by both parties and terminate on 30 June 2023 unless renewed by a further Memorandum of Understandings by the parties and upon such further terms and conditions as may be agreed between the parties.

Purposes of Donation

7. The purposes of the donations are:
 - 7.1. To provide the TRUST with funding in order to enable the TRUST to leverage other funding sources to implement the TRUST's 2021-2024 Strategic Plan.

Payment of Donation

8. The TRC will provide the TRUST with an annual donation of \$235,000 to enable TRUST operations payable on 20 August each year, with the first payment due on 20 October 2021.
9. The TRUST will generally use the donation provided by the TRC as described in paragraph 7 above for the purpose of allocating grants aimed at small projects for biodiversity in the Taranaki region and to implement the TRUST's 2021-2024 Strategic Plan.

Reports and Meetings

10. The TRUST will report to TRC Management quarterly. The first report is due 30 September 2021
11. The TRUST will report to TRC on its activities by 31 August each year. The first report is due 31 August 2022.
12. The parties have both agreed to meet as and when required.

Renewal of Memorandum of Understandings

13. This Memorandum shall be reviewed by both parties by 30 June 2023, however subject to the TRC being satisfied that the TRUST is meeting all its objectives and responsibilities in terms of the donation provided by the TRC.

Dispute Resolution

14. Without limiting the application of the clauses below relating to dispute resolution, in the event of a dispute, disagreement or difference of opinion arising this Memorandum, as to:
 - 14.1. the meaning or application of any part of this Memorandum; or
 - 14.2. any other matter touching or concerning this Memorandum,the parties shall actively and openly endeavour to amicably settle such disputes themselves, with a view to achieving prompt resolution.
15. A party claiming that a dispute has arisen must give a written notice of dispute to the other party, specifying the nature of the dispute ("Notice of Dispute"). On receipt of such a Notice of Dispute, the parties shall endeavour to resolve the dispute amicably and expeditiously using informal dispute resolution techniques agreed by them.
16. If the dispute is not resolved within seven (7) working days of receipt of the Notice of Dispute (or any longer period agreed to by the parties), either party may at any time subsequently by notice in writing to the other require the dispute to be submitted to mediation.

17. A party must use the mediation process to resolve the dispute before commencing arbitration or legal proceedings.
18. If any dispute is submitted to mediation the following shall apply:
 - 18.1. The mediation shall be conducted by a single mediator.
 - 18.2. The TRC and TRUST shall endeavour to agree on a mediator. If they fail to agree either party may request the Present of the Arbitrators and Mediators Institute of New Zealand Inc. to appoint a sole mediator.
 - 18.3. The mediator shall discuss the matter with the TRUST and the TRC (separately or jointly as the mediator may determine) and endeavour to resolve the dispute by agreement.
 - 18.4. All discussions in the mediation shall be without prejudice and shall not, save in the case of proceedings to enforce settlement concluded by mediation, be referred to in any later proceedings.
 - 18.5. The TRC and TRUST shall bear their own costs in mediation and shall pay the cost of the mediator in equal shares.
 - 18.6. The terms of settlement are binding on the parties and override the terms of this Memorandum if there is any conflict.
 - 18.7. The terms of settlement may be tendered in evidence in any mediation or legal proceedings.
 - 18.8. If a dispute is not resolved in 14 days after the mediator has been appointed, or within any extended time that the parties agree to in writing, the mediation must cease.

Confidentiality

19. Both parties must treat as confidential all information of the other party which comes into their possession pursuant to or as a result of their being party to this Memorandum. Neither party shall without the consent of the other disclose information to any third party. The obligations under this clause will survive the termination of this Memorandum and will be enforceable at any time at law or in equity.

Governing Law

20. The law applicable to this Memorandum and any matters arising out of it shall be the law of New Zealand. In executing this Memorandum the parties submit to the jurisdiction of the courts of New Zealand.

Party Representatives

21. The representative for the TRC for day to day matters will be the Environment Services Manager or their delegate.
22. The representative for the TRUST for day to day matters will be the Manager or their delegate.

Binding Understandings

23. Once signed, this Memorandum, will replace all or any oral agreement previously reached between the parties. The Memorandum may be varied by agreement in writing between the parties.

Signed for the Taranaki Regional Council by



S Ruru

Chief Executive

Date 2/11/21

Signed for the Taranaki Biodiversity Trust by:



R Weaver

Chairperson

Date 28/10/2021