

Wildlife Act Authority for wildlife on non-public conservation land

Authorisation Number: 69352-CAP

THIS AUTHORITY is made this 7th day of August 2018

PARTIES:

The Director-General of Conservation and where required the Minister of Conservation (the Grantor)

AND

Dunedin City Council (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 subject to the terms and conditions of this Authority.

OPERATIVE PARTS

In exercise of the Grantor's powers the Grantor **AUTHORISES** the Authority Holder under Section 53 of the Wildlife Act 1953, subject to the terms and conditions contained in this Authority and its Schedules.

9(2)(g)(ii)

SIGNED on behalf of the Grantor by

9(2)(g)(ii)

Operations Manager
Dunedin District Office
acting under delegated authority
in the presence of:

9(2)(g)(ii)

Witness Signature

Witness Name:

9(2)(g)(ii)

Witness Occupation:

9(2)(g)(ii)

Witness Address:

9(2)(g)(ii)

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

SCHEDULE 1

1.	<p>Authorised activity (including the species, any approved quantities and collection methods). (Schedule 2, clause 2)</p>	<p>a. Activity – to obtain alive, hold in possession and transfer the absolutely protected wildlife listed under Schedule 4 of this Authority for the purposes of display and advocacy and species management</p> <p>b. Quantity – as listed under Schedule 4 of this Authority</p> <p>c. Method – to obtain alive by way of transfer</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Dunedin Botanic Gardens 12 Opoho Road North Dunedin Dunedin 9016</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a. 9(2)(g)(ii) [REDACTED] b. 9(2)(g)(ii) [REDACTED] c. 9(2)(g)(ii) [REDACTED]</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 7 August 2018 and ending on and including 6 August 2028</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 8)</p>	<p>The Authority Holders address in New Zealand is: 50 The Octagon Dunedin Central Dunedin 9058</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address for all correspondence is: Level 4 73 Rostrevor Street Hamilton 3240 permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

- 1.1 The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.2 Where obligations bind more than one person, those obligations bind those persons jointly and separately.

2. What is being authorised?

- 2.1 The Authority Holder is only allowed to carry out the Authorised Activity in the Land described in Schedule 1, Item 2.
- 2.2 The Authority Holder must keep this Authority on the Land and make it available for inspection at the Grantor's reasonable request. For this purpose, the Grantor includes any officer or employee of the Department of Conservation.
- 2.3 The Authority Holder may publish authorised research results.
- 2.4 The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

3. Who is authorised?

- 3.1 Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

4. How long is the Authority for - the Term?

- 4.1 This Authority commences and ends on the dates set out in Schedule 1, Item 4.

5. What are the liabilities?

- 5.1 The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.
- 5.2 The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder's exercise of the Authorised Activity.
- 5.3 This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

6. What about compliance with legislation and Grantor's notices and directions?

6.1 The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor and any competent Authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and the Acts listed in the First Schedule of that Act and all applicable health and safety legislation and regulation.

7. When can the Authority be terminated?

7.1 The Grantor may terminate this Authority at any time in respect of the whole or any part of Authorised Activity if:

- (a) the Authority Holder breaches any of the conditions of this Authority; or
- (b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.

7.2 If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

8. How are notices sent and when are they received?

8.1 Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd working day after posting;
- (c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.

8.2 If the Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

9. What about the payment of costs?

9.1 The Authority Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

10. Are there any Special Conditions?

10.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions will prevail.

11. Can the Authority be varied?

11.1 The Authority Holder may apply to the Grantor for variations to this Authority.

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SCHEDULE 3

SPECIAL CONDITIONS

1. This Authorisation gives the Authority Holder the right to hold absolutely protected wildlife in accordance with the terms and conditions of the Authorisation, but the wildlife remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof, any eggs or progeny of the wildlife, genetic material and any replicated genetic material.
2. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any wildlife, material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
3. If any Threatened, At Risk or Data Deficient species (see NZ Threat Classification System and Lists: <http://www.doc.govt.nz/about-us/science-publications/conservation-publications/nz-threat-classification-system/>) should die, the Authority Holder must:
 - a. inform the Grantor's Dunedin Office (dunedinoffice@doc.govt.nz) within 24 hours;
 - b. chill the body if it can be delivered within 24 hours, or freeze the body if delivery will take longer than 24 hours;
 - c. send, at the Authority Holder's costs, the body to Massey University Wildlife Post Mortem Service for necropsy, along with details of the animal's history;
 - d. pay for any costs incurred in investigation of the death of any Threatened, At Risk or Data Deficient species; and
 - e. If required by the Grantor, cease the Authorised Activity for a period determined by the Grantor.
4. The Authority Holder must not euthanise any of the wildlife held under this Authority.
5. The protected species and their progeny may not be released to the wild, unless directly instructed by the Grantor, and in accordance with an approved translocation proposal.
6. The Authority Holder may, only transfer or receive the protected species, their progeny, or their eggs to or from another Authority Holder if:
 - a. the other person holds an Authority to keep the protected species in captivity; and
 - b. the transfer is directed by the DOC approved Captive Co-ordinator, where appointed, for the protected species; or
 - c. the transfer is to or from a DOC facility.

7. No manipulation or handling of the protected species other than for husbandry or welfare purposes is permitted without prior consultation with the DOC approved Captive Co-ordinator and written permission of the Grantor.
8. The Authority Holder must adhere to the current Grantor-approved captive management programme, programme outline, husbandry manual and advocacy plan for the protected species and undertake the breeding, transfer and/or release according to the recommendations of the DOC approved Captive Co-ordinator of the protected species.
9. The protected species must not be housed with any other species, except with the written permission of the Grantor. For the avoidance of doubt, all wildlife species held under this Authorisation must be housed separate from each other.
10. The number of Kaka and Kea Authorised to be held as per Schedule 4 of this Authority, is subject to the requirements of their respective Captive Programmes and the quantity listed under Schedule 4 of this Authority are the maximum numbers that must be held at any one time.
11. The Authority Holder must maintain and keep annual records for all of the wildlife held under this Authority, detailing:
 - a. the number of individuals of the protected species in the possession of the holder;
 - b. any breeding attempts, births, health issues, deaths, transfers in and out; and
 - c. any other information which the Grantor from time to time may require.
12. The Authority Holder must retain the records referred to under Schedule 3.11 for 5 years.
13. The Authority Holder must forward to the Captive Co-ordinator and the Grantor (if there is no Captive Co-ordinator) by 30 June in each year a copy of these annual records in the annual report format, such report format being contained in the copy of the Grantor's Wildlife Health Management Standard Operating Procedure, provided to the Authority Holder, by the Grantor, on the approval of this Authorisation.
14. The Authority Holder must notify the Captive Co-ordinator of the transfer of the protected species within 7 days of the date of its transfer and provide the Captive Co-ordinator with the name and address of the transferee.
15. The Authority Holder must notify the Grantor prior to relocating the protected species to a new location and apply for an Authority to keep the protected species at that new location.
16. The Authority Holder must immediately inform the Grantor if the Authority Holder no longer wishes to hold the wildlife.

17. The Authority Holder is responsible for transferring any unwanted wildlife to another person. Transfer is only permitted where:
 - a. the other person holds an Authority to keep the wildlife in captivity; or
 - b. the transfer is to a DOC facility.
18. The Authority Holder must comply with the standards set out in the Wildlife Health Management Standard Operating Procedure, provided to the Authority Holder by the Grantor on the approval of this Authority.
19. The Authority Holder must provide copies of all disease testing results, within one month of the testing, to the Grantor for inclusion in the National Wildlife Health Database.
20. The Authority Holder must take all reasonable precautions to prevent the spread of disease between locations, including the careful physical examination prior to transfer using the attached 'Full physical examination form', provided to the Authority Holder by the Grantor on the approval of this Authority.
21. The Authority Holder must not transfer wildlife exhibiting any sign of illness or abnormality.
22. Blood, feather and/or reptilian tissue collection must be undertaken according to the methodologies set out in the Department of Conservation Avian Blood/Feather Sampling and Reptilian Tissue Collection Standard Operating Procedure, provided to the Authority Holder by the Grantor on the approval of this Authority.
23. The Authority Holder consents to any officer of the Grantor inspecting the protected species held under this Authority and the facilities in which it is contained at any reasonable time, including any time after the expiry or termination of this Authority. The Authority Holder must comply with any directions of the officer and provide reasonable assistance to the officer to undertake the inspection. The Grantor may recover costs of inspections from the Authority Holder.
24. The Authority Holder must make all wildlife and their progeny and eggs available to the Grantor for breed and release should the Grantor require this.
25. The Authority Holder must not allow or make available, any wildlife, their eggs or progeny, held under this Authorisation, available for research of any type.
26. The Authority Holder may take blood, feather and cloacal swab samples from the wildlife for the purpose of disease screening and disease management only.
27. Blood samples must be taken with a syringe and must be no greater than 1 millilitre in volume
28. Feather samples must be taken by hand pulling and a maximum of three (3) feather must be taken from any individual bird.

29. All blood, feather and cloacal swab samples must be sent for analysis, at the Authority Holder's costs, to:
- a. Equine Parentage and Animal Genetic services centre
Massey University
Drysedale Drive
PN811
Palmerston North 4472; or,
 - b. Gribbles
Invermay Research Centre (Block A)
Puddle Alley
Mosgiel
Dunedin 9053; or,
 - c. Gribbles
37-41 Carbine Road
Mount Wellington
Auckland 1060
30. A new clause 7.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason that the Grantor may decide".

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SCHEDULE 4

Species	Scientific Name	Quantity
Kaka	<i>Nestor meridionalis</i>	x 10
Kea	<i>Nestor notabilis</i>	x 10
Yellow crowned parakeet	<i>Cyanoramphus auriceps</i>	x 10
Red fronted parakeet	<i>Cyanoramphus novaezelandiae</i>	x 10
Antipodes parakeet	<i>Cyanoramphus unicolor</i>	x 10

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