

MEMORANDUM OF UNDERSTANDING

1. Parties

- 1.1 Far North District Council (**FNDC**), a territorial local authority under the Local Government Act 2002; and
 - 1.2 Kerikeri R.S.A. Trust Fund Incorporated, a registered charitable trust (NZBN: 9429042944554) (**Kerikeri RSA Trust**),
- and together, the parties (the **Parties**).

2. Background

- 2.1 The Parties wish to construct and maintain a memorial wall at the Kerikeri Domain adjacent to the Library and Sculpture off Cobham Road , Kerikeri on land owned by FNDC.
- 2.2 The Kerikeri RSA Trust has confirmed that it has the funding to undertake and complete the construction of the memorial wall.
- 2.3 The Parties have agreed to enter into this memorandum of understanding (**MOU**) to clarify the responsibilities of the Parties for the management and on-going maintenance of the memorial wall.

3. Understanding

- 3.1 The details of the understanding are:
 - (a) To define the responsibilities Kerikeri RSA Trust are to undertake to construct the memorial wall.
 - (b) To define the ownership responsibilities FNDC are to undertake to maintain the memorial wall.
- 3.2 The Parties do not intend that this MOU creates a legally enforceable agreement.

4. Scope of this MOU

- 4.1 To ensure that the responsibilities for on-going maintenance and ownership of the memorial wall are met by FNDC and Kerikeri RSA Trust.

5. Goals

- 5.1 To ensure that the memorial wall is built to agreed standards and appropriately maintained and managed.
- 5.2 To develop and continue an open, collaborative and positive working relationship between the Parties.

6. Agreements

- 6.1 The Parties agree that Kerikeri RSA Trust shall:
- (a) fund, project manage and construct the memorial wall designed and landscaping as shown on the plans attached as **Appendix One**.
 - (b) be responsible for appropriate health and safety requirements during construction pursuant to the Health and Safety at Work Act 2015.
 - (b) at practical completion of the memorial wall transfer ownership of the memorial wall to FNDC.
- 6.2 The Parties agree that FNDC shall:
- (a) approve the area of land at the Kerikeri Domain adjacent to the Library and Sculpture off Cobham Road, Kerikeri for the location of the memorial wall.
 - (b) be responsible for appropriately maintaining the memorial wall and the landscaping, and any Health and Safety at Work Act 2015 liability going forward as owner of the memorial wall.

7. Principles

- 7.1 The principles that underpin this MOU are:
- (a) that the Parties agree to keep each other informed the management and maintenance of the memorial wall to ensure that all are informed of the issues and that relevant information and planned actions are shared between them.
 - (b) That each party commits to consider, investigate and resolve issues as they arise in a manner that maintains the integrity, professionalism and statutory accountabilities of each party.
 - (c) That each party will endeavour to keep the other party advised on issues that may affect the other party as a result of activities of the other.
 - (d) That the Parties agree that they will act in good faith in meeting their responsibilities under this MOU and in resolving differences of opinion.

8. Term

- 8.1 The MOU shall be in effect from the date of execution and shall have an initial term of 20 years (**Termination Date December 2041**). The MOU can be terminated at an earlier date by the request of either party in writing.
- 8.2 Subject to agreement by the Parties, an extension of the Term may be entered into beyond the Termination Date.

9. Disputes

- 9.1 If a dispute arising out of this MOU occurs between the Parties, then the Parties will in good faith try to resolve that dispute.
- 9.2 Where a dispute arises between the Parties that is unable to be resolved within twenty (20) working days from the date the dispute was advised in writing and which impacts on their collaborative effort then the dispute will be elevated immediately to FNDC's Chief Executive

Officer and Kerikeri RSA Trust's Chairperson. If they are unable to resolve the dispute, an independent mediator, agreeable to both Parties, shall be appointed as soon as possible to help resolve the issue.

10. Confidentiality

10.1 The Parties agree to treat the contents of this MOU and the arrangements contemplated in it as confidential and must not disclose them to any person without FNDC's prior written consent or as required by law.

11. Signing

Signed for Far North District Council by: _____ Name: Job Title: Date:	Signed by Kerikeri R.S.A Trust Incorporated by: _____ Name: Job Title: Date:
In the presence of: _____ Name: Occupation: Address:	In the presence of: _____ Name: Occupation: Address:

Appendix One: Memorial Wall Plans

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