

## B Memorandum of Understanding



Memorandum of Understanding

between

Land Transport New Zealand

and

[XXXX](#) District Council

This **Memorandum of Understanding** is made on the XX<sup>th</sup> day of XXX 2005

**Between:** The Director of Land Transport New Zealand

**And:** XXXX District Council

## **Introduction**

- 1 Land Transport New Zealand was established on 1<sup>st</sup> December 2004 from the merger of the Land Transport Safety Authority and Transfund. Its principal vision is "to allocate resources and to undertake its functions in a way that contributes to an integrated, safe, responsive and sustainable land transport system." Land Transport New Zealand achieves its objectives by working in partnership with service delivery organisations such as XXX Council (hereinafter called RCA).
- 2 The RCA works in partnership with the community and other agencies to improve safety. They work to improve road safety outcomes by means of engineering, enforcement and education strategies. The RCA is principally regulated by the Local Government Act 2002.
- 3 Both parties consider effective partnerships to be essential to the achievement of their goals and the fulfilment of their missions.
- 4 The parties currently work together and offer advice to each other. They wish to formalise this relationship in the area of Safety Management Systems (SMS). They wish to specify the terms and conditions under which this co-operation will occur, in order to clarify agreements and procedures, and thereby to road safety outcomes.

## **Purpose**

- 5 The purpose of this Memorandum of Understanding is to promote a collaborative working relationship between Land Transport New Zealand and the RCA, covering the area of SMS.
- 6 This Memorandum of Understanding consolidates updates and supersedes all previous Memoranda of Understanding covering the areas set out in the attached Schedule.

## **Outcomes**

- 7 The desired outcomes of this Memorandum of Understanding are to enhance:
  - community safety through an improvement of safety for the users of New Zealand's land transport system;
  - the achievement of the Safety Strategy 2010 road safety targets;
  - the roles of the RCA and Land Transport New Zealand in delivering land transport safety initiatives through SMS;
  - the collaborative relationship between the parties; and
  - local relationships in the area of SMS.

## **Effect of this Memorandum of Understanding**

- 8 This Memorandum of Understanding confirms the relationship between the parties based on a spirit of goodwill and co-operation. The parties agree to work together to achieve the agreed outcomes outlined in clause 7.

## **Schedules to the Memorandum of Understanding**

- 9 The parties agree that from time to time they will develop agreements or protocols relating to specific SMS procedures and activities involving the parties. These will be attached to the Memorandum of Understanding as Schedules, in Annex A. New agreements or protocols may supersede existing agreements or protocols. All current agreements or protocols specific to SMS will be attached as Schedules.
- 10 New Schedules may be developed and added with approval from the Partnership Manager of Land Transport New Zealand, and the Chief Executive of the RCA, or their delegated staff.
- 11 Reviews, modifications or terminations of existing Schedules may be undertaken by the mutual agreement of the signatories to the Schedule. All changes must be notified to the Partnership Manager of Land Transport New Zealand and the Chief Executive of the RCA or their delegated staff, so that the master document can be amended.
- 12 Schedules will be reviewed initially one year after signing and then every two years, or as agreed, in line with the reviews of this Memorandum of Understanding (see clauses 14 - 16).

## **Sharing of Information**

- 13 Land Transport New Zealand and the RCA will seek to develop strategies and plans to share SMS related information in order to enhance community safety through agreed outcomes.

## **Review of the Memorandum of Understanding**

- 14 The parties' representatives will meet initially one year after signing and then every two years, or as agreed, to review this Memorandum of Understanding.
- 15 This Memorandum of Understanding can only be modified by a written agreement duly signed by the parties' representatives who are authorised to sign on behalf of the parties.
- 16 The parties' representatives are primarily responsible for ensuring that the intent of this Memorandum of Understanding is followed.

## **Issue or Dispute Resolution**

- 17 An attempt to resolve all issues, disputes and differences between the parties in relation to the interpretation or performance of this Memorandum of Understanding that arise, shall, in the first instance, be made at the earliest opportunity by the Land Transport New Zealand SMS Project Coordinator or the RCA SMS Champion in whose jurisdiction the issue has arisen.
- 18 If the matter cannot be resolved within four weeks it should be referred to the Land Transport New Zealand SMS Project Manager or the RCA Roadway Asset Manager / Engineer in whose jurisdiction the issue has arisen.
- 19 If agreement cannot be reached by referral to the above parties' representatives, the matter shall be referred, in writing, within a further four weeks, to the Land Transport New Zealand Partnership Manager in whose jurisdiction the issue has arisen and the RCA Chief Executive for final resolution within four weeks.

**Costs**

20 Unless the parties mutually determine otherwise, the cost of meeting the commitments of this Memorandum shall be met by the party incurring the cost.

**Termination**

21 Either party may terminate this Memorandum of Understanding by three months' notice, in writing, to the other party.

**Conditions**

22 Nothing in this Memorandum of Understanding shall make either party liable for the actions of the other, or create any new legal relationship between the parties.

23 The provisions in this Memorandum of Understanding are to be read subject to any Chief Executive, Council or Cabinet directives, and any formal resolution or enactment.

24 Where there are changes to Council or Government policy which affects the purpose and functions of this Memorandum of Understanding, each party agrees to inform the other of those changes at the earliest possible time thereafter and agrees to meet to renegotiate, if necessary, any aspects of this Memorandum of Understanding.

**Parties' Representatives**

The parties' representatives and their street, and postal addresses, and telephone and facsimile numbers, are:

**Land Transport New Zealand**

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Facsimile:** \_\_\_\_\_

**Party Representative: Partnership Manager** \_\_\_\_\_

\_\_\_\_\_ **District Council**

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Facsimile:** \_\_\_\_\_

**Party Representative:** \_\_\_\_\_

**Signed by the Partnership Manager of Land Transport New Zealand**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**In the presence of:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Signed by the Mayor/CEO**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**In the presence of** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

## ANNEX A

### **Schedules to the Land Transport NZ and RCA Memorandum of Understanding**

#### Responsibilities of parties

##### Joint:

- 1 To work together in the development, implementation and audit of a Safety Management System for the RCA applying best practice generally in accordance with current Guidelines.
- 2 Participate in National Safety Management System Review Workshops.

##### RCA:

- 1 Commitment of appropriate resources to the development of a Safety Management System.
- 2 Adopt, implement, operate, audit and revise the Safety Management System that is developed via this Memorandum of Understanding.
- 3 Make information and processes available for review, monitoring and evaluation to be undertaken of road safety performance and audit of the Safety Management System.
- 4 Participate in external auditing processes

##### Land Transport New Zealand:

- 1 Payment of consultants to assist with development, implementation and audit of the Safety Management System.
- 2 Provide support and guidance to assist with development, implementation and audit of the Safety Management System.
- 3 Provide RCA travel expenses to National Safety Management System Review Workshops.
- 4 Facilitate external audit of Safety Management System documentation, implementation and outcomes.
- 5 Organise National Safety Management System Review Workshops.